

Debbie Baenen

From: BC_Administration <BC_Administration@co.brown.wi.us>
Sent: Monday, December 18, 2017 4:09 PM
To: BC_Administration
Subject: Brown County TAX COLLECTION AGREEMENTS December 2018 To February 2018
Attachments: 2018-2019 Municipal Tax Collection Agreement-Fillable.pdf; 2018-2019 City of Green Bay Tax Collection Agreement-Fillable.pdf

Importance: High

Dear Treasurer, Clerk, or Finance Director:

Attached please find the 2018-2019 Brown County Tax Collection Agreements (The first attachment is for all municipalities except the City of Green Bay, and the second attachment is for the City of Green Bay).

Should you desire to have Brown County, via the Brown County Treasurer, collect BOTH Real Property Taxes and Personal Property Taxes on behalf of your municipality, then please review, execute and return the relevant attached document **by February 28, 2018** either via regular mail to: **Chad Weininger, Brown County Administration, PO Box 23600, Green Bay, WI 54305-3600** or via email to BC_Administration@co.brown.wi.us. If using email, please be sure the document is a scanned pdf containing **both pages** and the authorized signature on page 2 is visible. Note that the pdf is fillable for all entries except the signature line, should you wish to complete the form electronically before printing for signature.

Should you desire to collect Real Property Taxes and/or Personal property taxes on your own, then please disregard this email and the Brown County Treasurer will only provide services as required per state statute. (Brown County Treasurer will print and mail property tax bills, and will perform second installment collection only). **We will assume this is your intention if no response is received by February 28, 2018.**

Please note that, due to recent software changes, Brown County is only offering to collect **BOTH** Real Property Taxes (including Special Charges and Special Assessments) **AND** Personal Property Taxes on behalf of Municipalities (there is no longer an option to have Brown County collect one or the other, rather BOTH Real Property Taxes and Personal Property Taxes will be collected by Brown County if you enter into the attached agreement).

There is currently no charge to have Brown County collect your municipalities Real Property Taxes and Personal Property Taxes, other than an Actual Postage Cost charge for all municipalities, and an Actual Postage Cost charge and Use of Eight Specific Parking Spaces requirement for the City of Green Bay. It is important to note that the Brown County Treasurer has expressed legitimate concerns regarding the anticipated future lack of participation of banks in the tax collection process, and it is possible that future contracts may require payment per parcel collected in addition to Actual Postage Costs.

Thank you for your thoughtful consideration.

Chad Weininger
Director of Administration
Brown County, 1818



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**BROWN COUNTY TAX COLLECTION AGREEMENT
DECEMBER 2018 TO FEBRUARY 2019**

This Agreement is entered into by and between **Brown County ('County')**, a body corporate as that term is used in Wis. Stat. § 59.01, and the Village of Allouez ('Municipality'). This Agreement is made pursuant to Wis. Stats. § 74.10, which allows a WI County to contract with WI Municipalities for tax collection services, and pursuant to Wis. Stat. § 66.0301, which allows a WI County to enter into Intergovernmental Agreements with WI Municipalities.

Municipality desires for County to perform **Tax Collection Services ('Services')** on its behalf, and County desires to perform said Services, pursuant to the terms and conditions specified below.

1. The term of this Agreement is from December 2018 to February 2019.
2. Municipality's Clerk shall provide all approved 2018 tax rates to the Brown County Treasurer's Office by December 3, 2018.
3. County, via the Brown County Treasurer, shall prepare appropriate tax bills for Municipality, specifying the first installment payment and/or full payment of Real and Personal Property Taxes along with Special Charges and Special Assessments to be due on or before January 31st, annually. Tax bill preparation includes entering tax rates, providing forms, printing, folding, sealing, presorting, and delivering the tax bills to the United States Postal Service.
4. County, via the Brown County Treasurer, shall invoice Municipality for actual postage costs incurred due to mailing bills to taxpayers, which shall be paid by Municipality on or before January 31, 2019.
5. County, via the Brown County Treasurer, shall process the first installment and full payments of Real and Personal Property Taxes, plus payments of Special Charges and Special Assessments.
6. County, via the Brown County Treasurer, shall deposit collections in Municipality's specified bank account on a bi-weekly basis. Municipality shall have full control of said bank account.
7. County, via the Brown County Treasurer, shall provide an electronic *Real Estate Tax, Special Charges & Special Assessments, and Personal Property Tax Report* to Municipality with each bi-weekly deposit.
8. County, via the Brown County Treasurer, shall provide a receipt to taxpayers that pay in person at the Brown County Treasurer's Office.
9. Municipality's Treasurer shall forward any timely payments received by Municipality to the Brown County Treasurer's Office within three business days of said payment(s) being received by Municipality.
10. Municipality shall settle with County for all collections received, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, on or before February 20, 2019 and Municipality shall pay all taxing districts their proportionate share of levies collected based on information provided by the Brown County Treasurer's Office.
11. If changes in state law occur during the course of this Agreement which substantially change tax collection methods or requirements, either party may elect to terminate this Agreement by providing the other party with thirty days prior written notice. Any material violation of the terms and conditions of this Agreement shall be grounds for termination upon ninety days written notice.
12. County shall collect **BOTH Real Property Taxes** (including Special Charges and Special Assessments) **AND Personal Property Taxes** on behalf of Municipality (NOTE: Due to recent software changes, this is the only option available for a Municipality that seeks to have County perform Tax Collection Services on its behalf).

Municipality Cost: \$0.00 per Property Tax Bill and Actual Postage Costs.

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement, that they shall be bound by the terms and conditions of this Agreement, and that they have authority to enter into this Agreement on behalf of their respective Municipality or County.

Village of Allouez Name of Municipality	Brown County Name of County
James F. Rafter Printed Name of Individual Signing on Behalf of Municipality	Troy Streckenbach Name of Individual Signing on Behalf of County
Village President Printed Title of Individual Signing on Behalf of Municipality	Brown County Executive Title of Individual Signing on Behalf of County
X Signature of Individual Signing on Behalf of Municipality	X Signature of Individual Signing on Behalf of County
(920) 448-2800 Date Signed	(920) 448-4001 Date Signed
Phone Number	Phone Number

This Document Drafted By:

David P. Hemery, BCCC

WI Bar No. 1033291

Brown County Corporation Counsel Office

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Green Bay, WI 54301

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