AGREEMENT

This **AGREEMENT** is made and effective as of the date signed below; by and amongst the City of West Allis, hereinafter referred to as "City," and "Children's Creative Corner, Inc.," by director, Toni Hamelin, hereinafter referred to as "CCC."

WHEREAS, on January 1, 2010, the City assessed and levied a 2010 personal property tax at the 7330 West Lincoln Avenue location, pursuant to Chapter 74 of the Wisconsin Statutes, against CCC in the amount of Two Thousand Four Hundred and Seven and 53/100 Dollars (\$2,407.53); and,

WHEREAS, on January 1, 2010, the City assessed and levied a 2010 personal property tax at the 6670 West Becher Place location, pursuant to Chapter 74 of the Wisconsin Statutes, against CCC in the amount of One Thousand Three Hundred Fifty-Two and 60/100. CCC partially paid the amount, but Nine Hundred Seventy-Four and 34/100 (\$974.34) remain owed to the City; and

WHEREAS, CCC is delinquent in paying said personal property taxes in full along with interest and penalty for a total amount due of Three Thousand Seven Hundred Fifty and 72/100 (\$3,750.72), as of October 11, 2011; and,

WHEREAS, the City's Health Department withheld the issuance of a 2011-2012 health permit to CCC until CCC had paid said delinquent personal property taxes, interest, and penalty in full; and;

WHEREAS, CCC seeks to obtain a 2011-2012 health permit for CCC as soon as possible so as to not interrupt its business operations for the current year;

NOW, THEREFORE, based upon the foregoing, the City and CCC agree to the following:

CCC agrees to pay the City for the 2010 delinquent personal property taxes, hereinafter referred to as "taxes," along with interest and penalty, on the following terms:

- 1. CCC will pay Three Hundred and 00/100 Dollars (\$300.00) toward the outstanding balance of taxes on October 19, 2011.
- CCC will make bi-weekly payments of \$300 until the remaining balance on said taxes is paid in full. The next anticipated payment will be November 2, 2011 and every two weeks thereafter.
- 3. All payments made as part of this Agreement shall be made payable to the City of West Allis and either personally delivered or mailed to the West Allis City Attorney's Office, c/o Jenna Merten, 7525 West Greenfield Avenue, West Allis, WI 53214.

In the event that CCC fails to adhere to the terms of this **AGREEMENT**, the City reserves its right to immediately revoke any and all health licenses granted to CCC without further notice, at which point CCC would no longer be able to legally operate its business within the City of West Allis. In the event that the City takes action to revoke any licenses, CCC maintains its right to appeal said revocation to the License and Health Committee of the City of West Allis.

Director, Children's Creative Corner, Inc.

Date

Jemuli MeA Jemna Merten

Assistant City Attorney City of West Allis Date