

WEST ALLIS COMMON COUNCIL
LICENSE AND HEALTH COMMITTEE
CITY OF WEST ALLIS

**In the Matter of the Complaint against Bechers Corner Spot, LLC,
D/b/a The Corner Spot**

STIPULATION

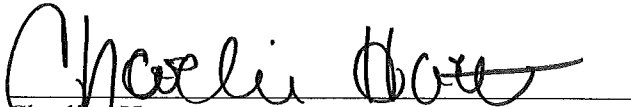
The West Allis City Attorney's Office, by Assistant City Attorney Jenna Merten, and Bechers Corner Spot, LLC, by its agent, Charline Hart, and her attorney, Michael Verrilli, hereby agree and stipulate as follows:

1. That the Summons and Complaint against Bechers Corner Spot, LLC was filed with the City Clerk/Treasurer pursuant to Wis. Stat. § 125.12(2);
2. That the Summons and Complaint was served in accordance with Wis. Stat. § 125.12(2)(ar);
3. That Bechers Corner Spot, LLC waives its right under Wis. Stats. § 125.12(2)(d) to appeal the proceedings had in this matter;
4. That sufficient grounds are stated in the complaint for the imposition of sanctions set forth in Wis. Stat. 125.12(2)(b)2;
5. That Bechers Corner Spot, LLC agrees that no alcoholic beverages shall be sold, served, or otherwise distributed at 2079 South 69th Street, West Allis, Wisconsin for a period of 30 consecutive days commencing at 12:01 a.m., Sunday, November 1, 2015 and terminating at 6:00 a.m., December 1, 2015;

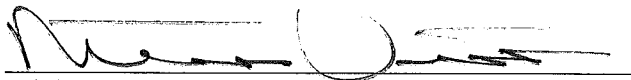
6. That Bechers Corner Spot, LLC agrees that no cigarette or tobacco products shall be sold or otherwise distributed at 2079 South 69th Street, West Allis, Wisconsin for a period of 30 consecutive days commencing at 12:01 a.m., Sunday, November 1, 2015 and terminating at 6:00 a.m., December 1, 2015;
7. That Bechers Corner Spot, LLC agrees that it will forfeit any participation with the State of Wisconsin Women, Infants, and Children (“WIC”) program beginning November 1, 2015. Proof of the forfeiture shall be provided to the West Allis City Attorney’s Office no later than November 1, 2015. Bechers Corner Spot, LLC may petition the License and Health Committee of the Common Council to waive this requirement no earlier than November 1, 2016.
8. That Bechers Corner Spot, LLC agrees to not sell, receive, or otherwise distribute baby formula on its premises for a one-year period beginning November 1, 2015;
9. That Bechers Corner Spot, LLC agrees to comply with all City of West Allis ordinances and laws of the State of Wisconsin;
10. That the allegations which form the basis of this complaint shall not be used as grounds for any future suspension, revocation, or non-renewal proceeding, except to the extent that the facts alleged in the complaint demonstrate a pattern of conduct for Bechers Corner Spot, LLC;
11. That the West Allis Common Council must approve this stipulation prior to it becoming effective;

12. That if the West Allis Common Council does not approve the agreement, the matter shall return to the License and Health Committee of the West Allis Common Council for hearing pursuant to Wis. Stat. 125.12(2)(b);


13. That if the West Allis Common Council approves this stipulation, the City of West Allis and Bechers Corner Spot, LLC are bound to the terms of the stipulation and failure to comply with said terms will result in continuation of the hearing procedures set forth in Wis. Stat. 125.12(2)(b).


Charlene Hart
Agent, Bechers Corner Spot, LLC

10.1.15
Date


Michael Verrilli
Attorney for Bechers Corner Spot, LLC

10/2/15
Date


Jenna Merten
Assistant City Attorney
City of West Allis

10/5/15
Date