

---

---

INTEROFFICE MEMORANDUM

---

---

**TO:** LICENSE AND HEALTH COMMITTEE  
**FROM:** ASSISTANT CITY ATTORNEY JENNA MERTEN  
**SUBJECT:** NON-PAYMENT OF REAL ESTATE TAXES – DDT BOBBLEHEDZ  
**DATE:** 9/12/2012

---

NON-PAYMENT OF REAL ESTATE TAXES

On July 24, 2012, DDT Bobblehedz, by partners Ted Galaszewski and David Bickler, Jr., agreed to pay \$1,500.00 by the first of each month (August 1, 2012 and onward) until the balance of its 2011 delinquent real estate taxes was paid in full.

As of September 12, 2012, the City received one \$1500 check toward the 2011 real estate taxes. Neither the City nor the County has received any payment toward the real estate taxes for the payment due September 1, 2012.

In sum, as of September 12, 2012, DDT Bobblehedz owes a total of \$6,488.21 in unpaid taxes.

Thank you.

# 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 DDT Bobblehedz, Inc., by partners Ted Galaszewski and David Bickler, Jr., hereinafter referred to as "Bobblehedz,"

**WHEREAS**, on January 1, 2012, the City assessed and levied a 2011 real estate tax pursuant to Chapters 70 and 74 of the Wisconsin Statutes against Bobblehedz in the amount of Seven Thousand One Hundred Forty-Five and 29/100 Dollars (\$7,145.29); and,

**WHEREAS**, the City Clerk's Department withheld the issuance of a 2012-2013 Class B tavern, Instrumental Music, and Dance Hall licenses, and Food-Related permit to Bobblehedz until it had paid said delinquent real estate taxes in full; and

**WHEREAS**, Bobblehedz seeks to obtain a 2012-2013 Class B tavern, Instrumental Music, and Dance Hall licenses, and Food-Related permit for Bobblehedz as soon as possible so as to not interrupt its business operations for the current year;

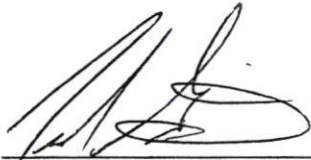
**NOW, THEREFORE**, based upon the foregoing, the City and Bobblehedz agree to the following:

Bobblehedz agrees to pay the 2011 delinquent real estate taxes, hereinafter referred to as "taxes," on the following terms:

1. Bobblehedz will pay One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) to the City of West Allis on or before August 1, 2012 for the delinquent taxes. The payment should be directed to Assistant City Attorney Jenna Merten at City Hall.
2. Bobblehedz will pay installments of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) to the Milwaukee County Treasurer on or before the first of each month for the delinquent real estate taxes (beginning September 2012) until the balance is paid in full.
3. A receipt indicating that the balance has been paid in full must be 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.

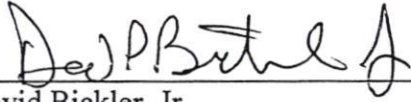
In the event that Bobblehedz fails to adhere to the terms of this **AGREEMENT**, the City reserves its right to immediately revoke any and all Class B tavern, Instrumental Music, and Dance Hall licenses, and Food-Related permits granted to Bobblehedz without further notice, at which point Bobblehedz 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, Bobblehedz maintains its right to appeal said revocation to the License and Health Committee of the City of West Allis.





Ted Galaszewski  
Partner, Bobblehedz

7-24-12  
Date



David Bickler, Jr.  
Partner, Bobblehedz

07-24-12  
Date



Jenna Merten  
Assistant City Attorney  
City of West Allis

7/23/12  
Date

