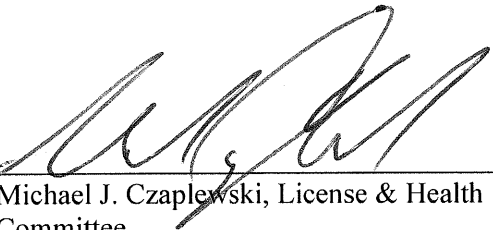


- Inc. was assessed a personal property tax in the amount of \$795.55 in 2006.
6. That according to the records of the City of West Allis, Children's Creative Corner, Inc. was assessed a personal property tax in the amount of \$968.65 in 2008.
 7. That according to the records of the City of West Allis, Children's Creative Corner, Inc. was assessed a personal property tax in the amount of \$1089.54 in 2009.
 8. That Children's Creative Corner, Inc. was delinquent in paying said taxes and that they are still unpaid as of today's date.
 9. That on October 19, 2009, Toni Hamelin signed an agreement to pay her delinquent personal property taxes at the rate of \$500.00 per month. See attached Exhibit A.
 10. That upon signing the agreement, Hamelin paid \$500.00 and paid \$500.00 on November 13, 2009, but never made the required monthly payments in January 2010 or February 2010.
 11. That Children's Creative Corner, Inc.'s failure to pay its personal property taxes substantially relates to the licensed activity and is in violation of West Allis Revised Municipal Ordinance 1.08(9) and Wisconsin Statutes §§ 97.30, 254.69 and 254.74, and, therefore, is grounds for non-renewal, suspension, or revocation of its Food-Related Permit.

WHEREFORE, Michael J. Czaplewski, requests that Toni Hamelin d/b/a Children's Creative Corner, Inc. be summoned to appear before the License and Health Committee of the West Allis Common Council to answer this complaint and, if the material allegations of the complaint are denied, that a hearing be held to determine whether the Food-Related Permit of Toni Hamelin d/b/a Children's Creative Corner, Inc. should be revoked, suspended, or not renewed.

Dated at this 15 day of MARCH, 2010.

By: 
Michael J. Czaplewski, License & Health Committee
West Allis Common Council

Subscribed and sworn to before me this 15th day of March, 2010.


(Jenna Merten)
Notary Public, State of Wisconsin
My Commission expires: is permanent


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, 2003, the City assessed and levied a 2003 personal property tax pursuant to Chapter 74 of the Wisconsin Statutes against CCC in the amount of Six Hundred Ninety-Two and 03/100 Dollars (\$692.03); and,

WHEREAS, on January 1, 2005, the City assessed and levied a 2005 personal property tax pursuant to Chapter 74 of the Wisconsin Statutes against CCC in the amount of Seven Hundred Sixty-Nine and 32/100 Dollars (\$769.32); and,

WHEREAS, on January 1, 2006, the City assessed and levied a 2006 personal property tax pursuant to Chapter 74 of the Wisconsin Statutes against CCC in the amount of Seven Hundred Ninety-Five and 55/100 Dollars (\$795.55); and,

WHEREAS, on January 1, 2008, the City assessed and levied a 2008 personal property tax pursuant to Chapter 74 of the Wisconsin Statutes against CCC in the amount of Nine Hundred Sixty-Eight and 65/100 Dollars (\$968.65); and,

WHEREAS, CCC is delinquent in paying said personal property taxes along with interest and penalty for a total amount due of Five Thousand Five Hundred Fifty-Seven and 91/100 (\$5,557.91), as of September 30, 2009; and,

WHEREAS, the City's Health Department withheld the issuance of a 2009-2010 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 2009-2010 health permit for CCC as soon as possible so as to not interrupt its business operations for the current year;

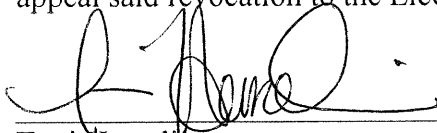
NOW, THEREFORE, based upon the foregoing, the City and CCC agree to the following:

CCC agrees to pay the City for the 2003, 2005, 2006, and 2008 delinquent personal property taxes, hereinafter referred to as "taxes," along with interest and penalty as calculated through September 30, 2009, on the following terms:

1. CCC will pay Five Hundred and 00/100 Dollars (\$500.00) toward the outstanding balance of taxes upon signing this agreement.
2. CCC will make the following monthly payments on or before the 1st of each month until the remaining balance on said taxes is paid in full. *Since payment was made on 10/15/09, the next payment will be due by 12/1/09. Please mail it to my attention.*


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.
4. CCC further acknowledges that the 2009 personal property taxes for CCC will be due on or before January 31, 2010. CCC agrees to pay said 2009 taxes in full no later than July 31, 2010.

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.



Toni Hamelin
Director, Children's Creative Corner, Inc.

10-19-09
Date



Jenna Merten
Assistant City Attorney
City of West Allis

10/19/09
Date