

Dev.
Building
Finance - Chris

COMMITTEES OF THE WEST ALLIS COMMON COUNCIL 2003

ADMINISTRATION AND FINANCE

Chair: Alderperson Czaplewski
V.C.: Alderperson Kopplin
Alderspersons: Barczak
 Lajsic
 Reinke

ADVISORY

Chair: Alderperson Reinke
V.C.: Alderperson Vitale
Alderspersons: Kopplin
 Lajsic
 Narlock

LICENSE AND HEALTH

Chair: Alderperson Barczak
V.C.: Alderperson Sengstock
Alderspersons: Kopplin
 Trudell
 Vitale

SAFETY AND DEVELOPMENT

Chair: Alderperson Lajsic
V.C.: Alderperson Weigel
Alderspersons: Czaplewski
 Narlock
 Reinke

PUBLIC WORKS

Chair: Alderperson Narlock
V.C.: Alderperson Trudell
Alderspersons: Sengstock
 Weigel
 Vitale



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2003-0373

Final Action:

DEC 15 2003

Resolution approving a Demonstration Landscaping Grant by and between the City of West Allis and Pan-O-Gold Baking Co., located at 11224 West Rogers St., in an amount not to exceed \$30,000 funded through Community Development Block Grant Program

WHEREAS, City of West Allis is committed to redeveloping underutilized sites and blighted sites within the City; and,

WHEREAS, the property located at 11224 West Rogers St. is a former freight terminal that had been for sale for several years; and was vacant for an extended period of time;

WHEREAS, the Grant is necessary to eliminate and to prevent the spread of blight as defined in Section 66.1131(3) of Wisconsin Statutes; and,

WHEREAS, the Pan-O-Gold Co., bakers of Village of Hearth Breads, purchased the property for \$700,000 and invested an additional \$840,000 in renovation of the building and landscaping of the property; and,

WHEREAS, the Pan-O-Gold Co., has brought 15 employees to West Allis; and,

WHEREAS, the Department of Development staff has indicated to the company that their use as a wholesale bakery distribution center is a viable business; and,

WHEREAS, the Pan-O-Gold Baking Co. has requested financial assistance for the costs incurred for landscaping and in order to make the economics of the site work while establishing a new standard for the area; and,

Whereas, the Department of Development has determined the program is eligible for funding under the Community Development Block Grant guidelines; and,

WHEREAS, it is fitting and proper to enter into a Landscaping Demonstration Grant Contract which sets forth the obligations of the property owners and the City, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Landscaping Demonstration Grant Contract, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

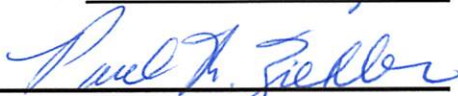
BE IT FURTHER RESOLVED that Director of Development be and is hereby authorized to execute and deliver the aforesaid contract on behalf of the City of West Allis.

BE IT FUTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Grant, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

cc: Department of Development
Chris Phinney, Grant Accounting Specialist

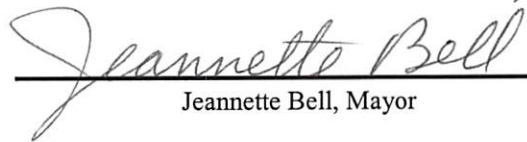
DEV-R-319-12-16-03/jmg

ADOPTED December 16, 2003



Paul M. Ziehler, CAO, Clerk/Treasurer

APPROVED December 19, 2003



Jeannette Bell, Mayor

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
DEMONSTRATION LANDSCAPE GRANT PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

CONTRACT - Part 1

CONTRACT NO.

DATE OF AWARD

Distribution:

Original 1 – City Clerk

Original 2 – Owner

Copy 1 – Development Department

PROPERTY DESCRIPTION: 11224 West Rogers Street, West Allis, Wisconsin

TAX KEY NUMBER: 481-9994-002

IMPROVEMENTS (General) See attached Exhibit "A" Approved Landscape Plan & Exhibit "B" Contractor Costs

TIME OF PERFORMANCE _____

TOTAL AMOUNT OF CONTRACT Thirty Thousand Dollars and 00/100 Dollars (\$30,000)

THIS AGREEMENT, entered into by and between Pan-O-Gold Baking Company, (hereinafter referred to as the "OWNER"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by John F. Stibal, Director, Department of Development, (or his designee), of the City of West Allis, Department of Development.

Work may commence in accordance with approved performance and work schedules.

WITNESSETH THAT:

WHEREAS, The OWNER represents itself as being capable and qualified to undertake and install certain landscaping improvements, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. **LANDSCAPING IMPROVEMENTS AND REQUIREMENTS.** The OWNER hereby agrees to make the landscaping improvements as hereinafter set forth, all in accordance with the terms and conditions of this Contract. OWNER agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the landscape improvements delineated in this Contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the landscaping improvements.

- C. Comply with time schedules and payment terms.
- D. Make no changes to the landscaping without Department of Development approval for a period of 5 years from and after completion of the improvements, except for maintenance or landscape enhancements.

II. **SCOPE OF SERVICES.** The OWNER shall in a satisfactory, timely and proper manner, undertake and complete the following project(s) as set forth in the attached Exhibit (A). Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the OWNER must be submitted no later than ninety (90) days prior to the expiration of this Contract.

III. **AVAILABILITY OF FUNDS.**

- A. This contract award is 100% funded under the Federal-Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the OWNER agree that the City of West Allis' Department of Development can modify and reduce either the OWNER'S compensation (as listed on page 1 as the "Total Amount of Contract") or the OWNER'S program year or both. (The Department of Development will notify the OWNER of such reduction).
- B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.

IV. **NOTICES.** Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the OWNER at:

Name: Pan-O-Gold Baking Company
Address: 11224 West Rogers
West Allis, WI 53227

and to the CITY at:

Department of Development
West Allis City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
Attention: John F. Stibal, Director

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.


V. **TIME OF PERFORMANCE.** The landscaping improvements to be made under the terms and conditions of this Contract shall be in force and shall commence from approval of performance and work schedules by the Director of Development, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the OWNER shall continue to be obligated thereafter to fulfill OWNER'S responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.

VI. **CONDITIONS OF PERFORMANCE AND COMPENSATION.**

- A. Performance. The OWNER agrees that the performance of work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. Place of Performance. The OWNER shall make the landscaping improvements to the following property:

11224 West Rogers Street
West Allis, Wisconsin 53227
- C. Compensation. The CITY agrees to reimburse the OWNER, subject to satisfactory completion and acceptance of the landscaping improvements by the Department of Development and the other contingencies herein, and the OWNER agrees to accept for the satisfactory completion of the landscaping improvements under this Contract an amount not to exceed the maximum as indicated on page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the required improvements. OWNER shall submit such invoices, statements, checks and other evidence of payment as the Department may require to verify the amount of reimbursement due under this Contract.
- D. Taxes, Social Security, and Government Reporting. Personal income tax payments social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the OWNER receiving payment under this Contract shall be the sole responsibility of the OWNER.

CITY OF WEST ALLIS,
A Municipal Corporation

By: 
John F. Stibal, Director
Director of Development


Date: 12-30-03

OWNER

By: 
Robert Gartland
Owners Rep, PAN-o-Gard Bldg Co

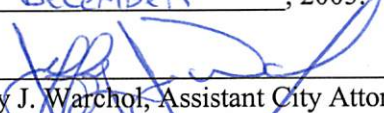
Date: 1/14/04

Countersigned:

By: 
Paul M. Ziehler
City Administrative Officer
Clerk/Treasurer

Date: January 2, 2004

Approved as to form this 29TH day
of December, 2003.


Jeffrey J. Warchol, Assistant City Attorney

hcf11-p/bjb12-11-03

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
LANDSCAPING DEMONSTRATION Grant PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

CONTRACT - Part 2

CONTRACT NO. _____

DATE OF AWARD _____

This CONTRACT is funded, in whole or in part, with Federal Community Development Block Grant Funds. The OWNER will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the CONTRACT.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

II. Equal Employment Opportunity. (All Projects exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The OWNER will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The OWNER will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The OWNER will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part

570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. **Employment Opportunities For Low Income Residents.** Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. **Age Discrimination Prohibited.** The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. **Drug-Free Work Place.** Sub-recipient certifies that it will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. **Federal Management and Budget Requirements and Procurement Standards.**

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. **Environmental Review.** OWNER will cooperate with the City in carrying out the following:

A. Consents to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Is authorized and consents to accept the jurisdiction of the federal courts for the purpose of enforcement of this section.

VIII. **Historic Preservation.** OWNER will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. **Relocation.** The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. **Labor Standards.** The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. **Flood Insurance.** The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. **Facilities.** The OWNER will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of

Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the OWNER will agree that any such work will be done in accordance with such laws and regulations.

XIV. Religious Entity. As a general rule, per CFR 24, Part 570.200(j)(3), CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub-recipient from which the CDBG funds are derived that, in connection with the provision of such services:

- (i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in to religious proselytizing, and exert no other religious influence in the provision of such public services.

XV. Fraud. The OWNER has not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XVI. Remedies for Noncompliance. In the event of OWNER'S noncompliance with any of the provisions of these General Conditions, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payment of funding under the Agreement until Sub-recipient complies; and/or
- B. Immediate cancellation, termination or suspension of the Agreement, in whole or in part.
- C. Other remedies that may be legally available.

XVII. Section 3 Clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

EXHIBIT A

Approved Site & Landscaping Plan located in Development Department

EXHIBIT B

Contractor Costs

PAN-O-GOLD Baking Co.

CENTRAL OFFICE: 444 EAST ST. GERMAIN ST.
P.O. BOX 848
ST. CLOUD, MINN. 56302

TELEPHONE 320-251-9361
WATS LINE 1-800-444-7005
TOLL FREE FROM MPLS. 340-9696
FAX 320-251-3759

November 25, 2003

Mr. Patrick Schloss
Economic Development Manager
7525 West Greenfield Ave.
West Allis, WI 5321-4688

Dear Patrick;

I am writing to provide information regarding the \$30,000 landscaping grant for the Pan-O-Gold Baking Co. redevelopment at 11224 West Rogers Road.

We purchased the property in a dilapidated condition for \$700,000 and have invested another \$840,000 in the redevelopment. As the City of West Allis desired, we have set an improved standard for the area and have brought 15 employees to the area.

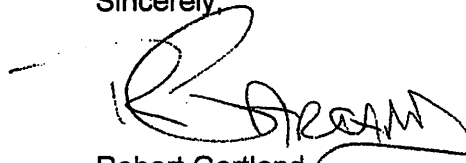
For consideration of the grant, I have included costs for landscaping, sprinkler, and architectural materials. Those three items, for materials only, total \$35,463.57. We also had costs for reverting a large part of the parking lot to grassy and treed areas. Those separate costs were \$29,000. None of these costs include the contractor mark-up.

The site was covered with impervious materials on over 95% of the site before our redevelopment. We have reduced the impervious covering by 40%. This was accomplished by eliminating large parts of the parking area and returning them to treed and grassy areas. We also installed a storm water detention pond for further reduction of run off.

We went one step further in beautifying the area after the Planning Commission granted approval. In lieu of seeded areas at all parts of the lawn, we upgraded to sod at the front of the building to give an immediate finished look. We have already had many positive comments on how the project has improved the neighborhood aesthetics.

The costs I have included total \$64,463.57. We wish to apply for a \$30,000 grant to help offset those costs. Please contact me for further arrangements regarding this process.

Sincerely,



Robert Gartland
Vice President of Manufacturing

Baker of
County of Wash
Village Hearth
HOLSUM

CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT

DEC 1 2003

RECEIVED

The Sprinkler Company, Inc.

PO Box 28014
Green Bay, WI 54324-0014

The Sprinkler Company, Inc.

Install 920-983-6412
Service 920-983-6412
Design • Sales • Service • Install
Commercial Green Bay, WI Residential

www.thesprinklercompany.net

Invoice

Date	Invoice #
10/9/2003	12662

Bill To
Pan-O-Gold Baking 11224 West Rogers Avenue West Allis, WI 54914 Attn: Bob

Work Location
Pan-O-Gold Baking 11224 West Rogers Avenue West Allis, WI 54914

P.O. No.	Terms	Due Date	Date Work Performed
		10/9/2003	10/9/2003

Item	Description	Qty	Rate	Amount
Misc. Parts	Materials for the installation of irrigation. This includes Toro Super 8 Rotors, Toro 570 Spray Heads, Toro EZ-Flo Valves, Toro GreenKeeper Irrigation Controller, Poly Pipe, Fittings, Saddles, and Valve Boxes	1	4,347.57	4,347.57
Labor	Labor and machine time for installation of irrigation system	61	37.50	2,287.50

Thank you for your business.	Subtotal	\$6,635.07
If you have questions about your invoice please call 920-983-6412. All invoices over 30 are subject to 1.5% finance charge per month, no exceptions.	Sales Tax (5.5%)	\$364.93
	Total	\$7,000.00
	Payments/Credits	\$0.00
	Balance Due	\$7,000.00

Phone #	Fax #
920-983-6412	920-983-9249

Web Site
thesprinklercompany.net

*Pan-O-Gold Baking Company
444 East St. Germain
St. Cloud, MN 56302*

*Attn: Mr. Bob Gartland
RE: West Allis Site Design*

Dear Bob,

Per your request I have broken out the portion of our fee related to the site Landscape Design. Our fee for that portion of the work is \$7,500.00, which includes all the revisions made to our original design. If you have any further questions about this portion of the work please give me a call.

Sincerely,

*William A. Aubrey, A.I.A.
A/E Project Manager*



5707 Cty Road A, Oshkosh, WI 54901 – Phone: (920)233-6908, Fax: (920)233-6933

R & R LANDSCAPE SERVICES

**P. O. BOX 340818
MILWAUKEE WI. 53234
414-349-5234 phone
414-645-7822 fax**

ATTN: BOB GARTLAND

**REGARDING YOUR REQUEST FOR A BREAKDOWN OF MATERIAL AND LABOR FOR
THE PAN-O-GOLD PROJECT.**

**THE MATERIAL COST WAS \$23,616.00
THE LABOR COST WAS \$8680.00**

**I HOPE THIS IS WHAT YOU WERE LOOKING FOR AND THANK YOU FOR DOING
BUSINESS WITH US.**

**ROGER WANKOWSKI
OWNER**



CWP INC
C.W. PURPERO, INC.
EXCAVATING CONTRACTORS

Established 1919
PHONE 414-281-6121
FAX 414-281-6313
5770 SOUTH 13TH STREET
MILWAUKEE, WISCONSIN 53221

July 29, 2003

Tyle Tremi
The Selmer Company
P.O. Box 11415
Green Bay, WI 54307-1415

Re: Pan-O-Gold
West Allis, WI
CWP Job #761

Dear Mr. Tremi:

In response to your request for breakdown of the sitework dollars this is what we have:

Pulverize existing asphalt and remove from the green areas:
\$15,000

Import topsoil and respread in green areas:
\$14,000

Sincerely,

C.W. PURPERO, INC.

Jason T. Brazer
Project Manager

PAN-O-GOLD Baking Co.

CENTRAL OFFICE: 444 EAST ST. GERMAIN ST.
P.O. BOX 848
ST. CLOUD, MINN. 56302

TELEPHONE 320-251-9361
WATS LINE 1-800-444-7005
TOLL FREE FROM MPLS. 340-9696
FAX 320-251-3759

January 21, 2004

Mr. Patrick Schloss, Community
Development Manager
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

Dear Mr. Schloss:

Please find enclosed one copy of the executed contract for the \$30,000 Demonstration Landscape Grant. Lien waivers for the project are included as well.

Thank you for your support and assistance with the grant process. I would prefer that you mail the grant check to our St. Cloud address of:

Pan-O-Gold Baking Co.
Attn: Robert Gartland
PO Box 848
St. Cloud, MN 56302-0848

Thank you.

Sincerely,



Robert H. Gartland
Vice President of Engineering

RHG/nsd

encls

Bakers of cc: Howard R. Alton III
Country Hearth
Village Hearth
HOLSUM

RECEIVED

DEC 23 2003

Final
WAIVER OF LIEN

THE SELMER CO.

Whereas, we the undersigned, R & R Landscape Services
have contracted with The Selmer Company
to furnish material and perform services, to enter into the erection, construction,
alteration and repair of certain improvements, now in progress or about to be
begun, upon the following described real estate, situated in the County of
Millwaukee, State of Wisconsin, to-wit: Contract No. 03064.2900
Pan-O-Gold Baking Company-Milwaukee, Wisconsin

Now, Therefore, we the undersigned, for and in consideration of Thirty Two
Thousand Two Hundred Ninety Six and no/100--\$32,296.00 Dollars, and
other good and valuable consideration, the receipt whereof is hereby
acknowledged, do WE hereby waive and release any and all lien, or claim, or
right of lien, on said above described real estate and on all buildings,
improvements and appurtenances situated thereon or thereunto belonging, on
account of labor or materials, or both, furnished or hereafter to be furnished by
the undersigned to or on account of the said The Selmer Company
for said building or premises.

Given under my hand and seal this 19th day of December 20 03.

R & R Landscape Services (Seal)

[Signature] (Seal)
Owner

RECEIVED

JAN 09 2004

THE SELMER CO

WAIVER OF LIEN

Date January 7, 2004

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for Pan-O-Gold Baking Company owner, by C.W. Purpero, Inc. subcontractor,

for earthwork in the amount of \$16,908.50

same being situated in Milwaukee County State of Wisconsin, described as

Pan-O-Gold Baking Company

West Allis, Wisconsin

The Selmer Company Job #03064

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, Final - In full

C.W. Purpero, Inc.

By: 

Anthony J. Vodnik IV, Vice President

**Final
WAIVER OF LIEN**

Whereas, we the undersigned, The Sprinkler Company
have contracted with The Selmer Company
to furnish material and perform services, to enter into the erection, construction,
alteration and repair of certain improvements, now in progress or about to be
begun, upon the following described real estate, situated in the County of
Milwaukee, State of Wisconsin, to-wit: Contract No. 03064,2950
Pan-O-Gold Baking Company-West Allis, Wisconsin

Now, Therefore, we the undersigned, for and in consideration of Seven
Thousand and no/100--\$7,000.00 Dollars, and
other good and valuable consideration, the receipt whereof is hereby
acknowledged, do _____ hereby waive and release any and all lien, or claim, or
right of lien, on said above described real estate and on all buildings,
improvements and appurtenances situated thereon or thereunto belonging, on
account of labor or materials, or both, furnished or hereafter to be furnished by
the undersigned to or on account of the said The Selmer Company
for said building or premises.

Given under my hand and seal this 13th day of January 2004.

The Sprinkler Company (Seal)

 (Seal)

Michael Baenen
Service Manager

December 10th, 2003

**Par-O-Gold Baking Company
444 East St. Germain
St. Cloud, MN 56302**

**Attn: Mr. Bob Gartland
RE: West Allis Site Design**

Dear Bob,

Per your request AEC Architects/Engineers/Construction Mgrs., LLC waives all lien rights related to the site design for your West Allis facility. The amount of this lien waiver is for \$7,500.00.

Sincerely,


**William A. Aubrey, A.I.A.
A/E Project Manager**