

Development Agreement

Between

City of Watertown, Wisconsin

And

Hearing Protection, LLC D/B/A Griffin Armament

Expansion and reconfiguration of existing facility consisting of an increase in square footage of approximately 28,000 square feet at existing facilities situated at 801 S. 12th Street on a parcel comprising approximately 2.01 acres in the City of Watertown, Jefferson County, Wisconsin.

TAX INCREMENT DISTRICT NO. 7

DEVELOPMENT AGREEMENT

801 S. 12TH STREET, WATERTOWN WISCONSIN

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2022, by and among the City of Watertown, a Wisconsin municipal corporation, (the "City") and Hearing Protection, LLC d/b/a Griffin Armament, a Wisconsin domestic limited liability company ("Griffin" also referred to as the "Developer").

WITNESSETH:

WHEREAS, Griffin currently owns and operates a manufacturing/production oriented facility (the "Existing Facility") generally located at 801 S. 12th Street in Watertown, Wisconsin on a parcel comprising approximately 2.83 acres, and, more particularly, located as described under Exhibit A attached hereto (the "Property") (PIN: 291-0815-1022-037); and

WHEREAS, subject to obtaining the financial assistance set forth herein, Griffin wishes to undertake extensive renovation, and, generally improve the Existing Facility by, expanding and reconfiguring said space, and, particularly, Green Properties, LLC Griffin Armament Addition Plan date of June 7, 2022, a copy of which is attached hereto and incorporated as Exhibit B, representing, approximately, an increase of 28,000 square feet, plus additional improvements and appurtenances as provided under Griffin's project submittals (the "Development Project" or "Project"); and

WHEREAS, the City formed Tax Incremental Finance District No. 7 (the "TIF District") as enabled under Wis. Ch. 66, which includes the Property; and

WHEREAS, Griffin expects that the Development Project will increase the value of the Property and the TIF District and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole; and

WHEREAS, the Development Project is consistent with the adopted project plan for the TIF District; and

WHEREAS, the City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City of Watertown, the TIF District, and the Property; and

WHEREAS, the City finds that the construction of the Project and fulfillment, generally, of the terms and conditions of this Agreement, are in the vital and best interests of the City and its residents, by serving public purposes in accordance with State and local law and further consistent with the City's most recently adopted Project Plan for the TIF District (the "TID Plan"); and

WHEREAS, Griffin has represented to the City, and, the City finds and determines that, but for the City's commitment and willingness to consider financial assistance to Griffin, the Project might not take place in the City and the City would not accomplish one or more of the objectives of the TID Plan; and

WHEREAS, the City is authorized to enter into contracts necessary and convenient to implement the purpose of the TIF District, including the ability to issue municipal revenue obligations for the purpose of expanding public infrastructure as provided in Wis. Stat. Section 66.0621; and

NOW, THEREFORE In consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Griffin and the City hereby mutually agree:

ARTICLE 1 PURPOSES-DEFINITIONS

Section 1.1. Purpose of Agreement. The parties have agreed upon a general plan for the Development Project. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

Section 1.2. Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

- 1.2.1. "Agreement"** means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.
- 1.2.2. "Base Value"** has the meaning set forth in Article 5 of this Agreement.
- 1.2.3. "City Payments"** means the City's financial support for the Project to be paid to Developer, as set forth in Section 4.4.1. below.
- 1.2.4. "City"** means the City of Watertown, a Wisconsin municipal corporation. The City may also be referred to as the City of Watertown.
- 1.2.5. "Developer"** means Hearing Protection, LLC d/b/a Griffin Armament and its successors and assigns.
- 1.2.6. "Development Project" or "Project"** means the overall construction of, Green Properties, LLC Griffin Armament Addition Plan date of June 7, 2022, a copy of which is incorporated as Exhibit B.

- 1.2.7. "District Statutory Life" shall mean the maximum period of time the TIF District may remain in effect per the provisions of Wis. Stat. § 66.1105(6), as may be amended following the TIF Effective Date.
- 1.2.8. "Existing Environmental Condition" means any Hazardous Substance and any other environmental condition existing at, on or under the Property as of the date of this Agreement.
- 1.2.9. "Guaranteed Payment" means the amount to be paid by Developer as the difference, if any, between the amount of TIF Revenues and the amount of Bond Debt Service, for any year.
- 1.2.10. "Hazardous Substance" shall mean any substance which is (i) defined under any Environmental Law as a hazardous substance, hazardous waste, hazardous material, pollutant, or contaminant, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof; (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxicant; or (iv) otherwise regulated pursuant to any environmental law.
- 1.2.11. "Height Zone" means zones established by Chapter 211 of the Code of Ordinances of the City of Watertown, and are as shown on the map dated December 12, 2007, titled "Height Limitation Zone Map, Watertown Municipal Airport, Jefferson County, Wisconsin.
- 1.2.12. "Incremental Value" has the meaning set forth in Section 3.5. of this Agreement.
- 1.2.13. "Plans and Specifications" means the plans and specifications for the project to be prepared by Developer and approved by the City, including but not limited to Exhibit B.
- 1.2.14. "Project Costs" means the costs specified in Wis. Stat. § 66.1105(2)(f) 1.a-L inclusive.
- 1.2.15. "Projected incremental Value Total Tax Value" means Two Million One Hundred Seventy-Nine Thousand Three Hundred Forty dollars (\$2,179,340.00), which is the minimum Tax Value required following completion of the Project.
- 1.2.16. "Property" means the property identified as Parcel Identification Number 291-0815-1022-037 in the City of Watertown, Jefferson County, Wisconsin as described on Exhibit A attached hereto.
- 1.2.17. "Schedule" means the schedule prepared by the City pursuant to Section 4.4.3 of this Agreement.
- 1.2.18. "Site Plan" means the specific physical layout of the Property as shown on Exhibit B attached hereto.
- 1.2.19. "Subsequent Tax Year" means a tax year occurring after a year in which developer made a Guaranteed Payment.
- 1.2.20. "Tax Increment Value" means the amount by which equalized value of real and personal property of the Property on January 1 of the year following Developer's receipt of an occupancy permit upon completion of the Development Project as determined by the City of Watertown Assessor exceeds the Tax Increment Base Value established for the Property. The equalized value is calculated by taking the assessed value reported by the City of Watertown Assessor that is certified by the State Department of Revenue times the aggregate ratio.
- 1.2.21. "Tax Increment Revenue" means the personal and real property tax revenue (as defined in Wis. Stat. § 66.1105(2)(i)) and generated by the Project's Tax Increment Value.
- 1.2.22. "Term" means December 1, 2022 until the earlier of the termination of TID 7 or December 31, 2035.
- 1.2.23. "TID 7" means Tax Incremental District No. 7 created by City Resolution No. ____.

1.2.24. "Value" means full equalized fair market value of the real and personal property.

1.2.25. "WDNR" means the Wisconsin Department of Natural Resources.

1.2.26. "Zoning Code" or "Code" means Chapter 550 of the Code of Ordinances of the City of Watertown.

ARTICLE 2 DESCRIPTION OF DEVELOPMENT

Section 2.1. Project Description. Upon the receipt of all necessary governmental approvals, Griffin agrees to construct the Project on the Property in accordance with the Site Plan attached hereto and marked as Exhibit B and those plans and documents submitted to the City for a Project building permit on or about _____, 2022 (subject to any alterations therein deemed necessary by City or State plan review or similar authorities). Griffin shall construct the Project, at its sole cost, peril and expense in strict accordance with this Agreement and in strict conformity with all City ordinances, resolutions, policies, insurability or bondability requirements, and similarly applicable or impacted governmental regulations. The estimated cost to Griffin of the Project (cost of design and construction (all taxes and incidentals, included)) is, projected upon Griffin's representations, to be Five Million Six Hundred Thousand dollars (\$5,600,000.00) generally consistent with Exhibit B, attached hereto and incorporated by reference. The parties presently estimate that following completion of the Project, the Property will have an equalized assessed value for real property tax purposes, as of January 1, 2024, no less than Two Million One Hundred Seventy-nine Thousand Three hundred forty dollars (\$2,179,340.00). Griffin shall use all reasonable and good faith efforts to substantially complete the Project's construction on or before June 30, 2023.

Section 2.2. TIF Proceeds. As used herein, the following terms shall have the following meaning:

2.2.1. "Project's Tax Increment" shall mean the Tax Increment actually received by the City from taxes levied on the Property and as directly and exclusively attributable to increases in the improvement value by way of the Project.

2.2.2. "Available Tax Increment" shall mean the Project's Tax Increment provided that the actual assessed value as of January 1, 2024, meets or exceeds the Incremental Value, which is that amount equal to or in excess of Two Million One Hundred Seventy-Nine Thousand Three Hundred Forty dollars (\$2,179,340.00) of actual equalized assessed value is met or surpassed as of January 1, 2024.

Section 2.3. In order to induce Griffin to undertake the Project, the City agrees to provide an incentive for the Project of up to, but not to exceed, Six Hundred Fifty Thousand dollars (\$650,000.00) towards the payment of the Project's eligible costs in the form of a Municipal Revenue Obligation as further provided for herein (the "TIF Grant"). The TIF Grant shall be used by Griffin only to reimburse Griffin for the eligible costs and expenses incurred by Griffin in connection with the Project as set forth in the attached Exhibit B.

Section 2.4. Following Project completion and the issuance of occupancy permits and/or similar or related inspection or building and safety approvals with respect to any/all commercial or manufacturing occupiable structure(s) arising by way of the Project, and, pursuant to amount of the TIF Grant payable to Griffin in the form attached hereto as Exhibit D (the "MRO"). The MRO shall be a special and limited

obligation of the City subject to annual appropriation by the City, shall not be a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the MRO. As is further provided for in Sections 2.5. and 2.6., below, the City shall pay amounts due to Griffin under the MRO over time from the Available Tax Increment pursuant and according, exclusively, to the MRO, attached hereto and incorporated by reference. Payments of the amounts due under the MRO are subject to annual appropriation by the City. Griffin shall receive payments from the City on the MRO within sixty (60) days of the City's receipt of full payment of all of the real and personal property taxes levied against the Property, provided such payments are made in a timely manner in accordance with Section 2.8., hereof.

Section 2.5. In each calendar year commencing 2024 and ending no later than January 1, 2036, and, then, only, assuming any sums are then owing to Griffin pursuant to terms hereunder (or, if earlier, when all of the TIF Grant has been repaid by the City), the Project's Tax Increment shall, subject to annual appropriations by the Common Council, be allocated as follows:

2.5.1. If the Project does not generate Available Tax Increment in any calendar year, the City shall make no payments whatsoever under the MRO for such calendar year and there shall be no deferral of the obligation to pay under the MRO for such calendar year. If the Project generates Available Tax Increment in any calendar year, Griffin shall receive payments under the MRO, subject to the other terms and conditions of this Agreement, in a sum equal to exactly 75% of the Project's Available Tax Increment generated for such calendar year.

2.5.2. The MRO shall be issued no sooner, nor later, than calendar 2024 and within thirty (30) days of the City's receipt of a written request for the same submitted by Griffin, which request shall attest that all of the following contingencies have been satisfied in their entirety: (1) all property taxes for the Property for tax year 2023 (payable in 2023/2024) and all preceding years have been paid in full, and (2) all phases of work on the Project as described on Exhibit B have been substantially completed and an occupancy permit has been issued for the addition, which shall not be unreasonably delayed by the City.

2.5.3. The first payment under the MRO shall be due and payable immediately upon the issuance of the MRO. The first payment shall be 75% of the Available Tax Increment from the Project's Tax Increment paid for tax year 2023 (due in 2023/2024). Regardless of the amount of the first payment, including non-payment in the event there is insufficient Available Tax Increment, 2024 shall be deemed to be the first payment year under the MRO.

Subject to the provisions of this Agreement, the City agrees that it shall take no action to dissolve the TIF district prior to full payment under the MRO, or, December 31, 2035, whichever comes first.

Section 2.6. Only the Available Tax Increment, and no other property, revenue, or asset of the City, shall be used to pay the MRO. If there is no Available Tax Increment during any year, the City shall have no obligation to pay any amount for that year under the MRO, and same shall not become a deferral of the City's obligation to pay and such amount for that tax year, but, rather, any such monetary obligation that would have otherwise arisen under this Agreement is entirely forgiven and discharged; such failure shall not constitute a default under this Agreement nor under the MRO. Griffin acknowledges that, subject to the provisions of this Agreement if, as of December 31, 2035, the amount of the Available Tax Increment paid under this Agreement proved insufficient to make all the payments due under the MRO,

the City shall nevertheless have no obligation or liability for said unpaid amounts otherwise due or anticipated by Griffin and said unpaid amounts shall be unconditionally discharged and forgiven.

Section 2.7. Nothing herein shall prohibit the City from prepaying all or a portion of the outstanding balance of the MRO at any time, at par and without penalty.

Section 2.8. Griffin covenants and agrees that it shall pay in full all taxes levied on the real and personal property of the Property at the time said taxes are due. Failure to pay said taxes in a timely manner shall constitute an event of default as provided under Section 7, hereof, and, such default may be made curable only upon the sole and exclusive discretion of the City and, then, only upon writing confirming as such and containing the signature of the Mayor and countersignature of the City Clerk.

Section 2.9. Use of the TIF Loan Proceeds. The proceeds of the TIF Grant shall be utilized for reimbursement of eligible project costs (as defined in Wis. Stat. Section 66.1105(2)(f)) in furtherance of the development of the TIF District, as incurred by Griffin. Griffin agrees to maintain records of the costs and expenses it incurs in connection with the Project's development for at least five (5) years following the month and year of the Project's substantial completion as solely and exclusively determined by the City. Subject to any reasonable confidentiality restrictions that Griffin may desire, and which are permitted under Wisconsin law, Griffin shall make such records available to the City upon the City's written request and to the public in compliance with Wis. Ch. 19 (Public Records law).

Section 2.10. Obligations/Payments.

2.10.1. Griffin's obligations hereunder shall be personal to Griffin and shall not be assigned without the prior approval of the City per the provisions of Section 9.3., hereof.

2.10.2. Griffin shall spend, in readily verifiable manner, no less than eighty percent (80%) of that sum identified in Section 2.1. as the estimated cost for the Project prior to, or upon, substantial completion of the Project such that an occupancy permit has been issued for the addition, which shall not be unreasonably delayed by the City, and in full compliance with Section 3 and the records availability requirements thereunder.

2.10.3. Griffin unconditionally agrees not to contest, challenge, appeal or protest the Property's assessed value to an amount less than the Estimated Total Value in each year as shown on Exhibit C.

**ARTICLE 3
UNDERTAKINGS OF THE DEVELOPER**

Section 3.1. Griffin shall build (or cause to be built) an approximate 39,606 sq. ft. addition consisting of a two (2) story office, manufacturing and shooting range on the Property. The Project will be developed under the Plans and Specifications approved by the City, such approval not to be unreasonably withheld or delayed.

Section 3.2. Griffin's Cost shall be a minimum ("Minimum Development Cost") of Five Million One Hundred Thousand dollars (\$5,100,000.00) in order for Developer to be eligible to receive assistance from the City per the provisions of Article 4.4.

Section 3.3. Griffin shall commence construction of the Project within sixty (60) days of receipt of all approvals from the City for the Project.

Section 3.4. Griffin shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits by December 31, 2023.

Section 3.5. Griffin projects that the equalized Incremental Value of the Property will be not less than Two Million One Hundred Seventy-Nine Thousand Three Hundred Forty dollars (\$2,179,340.00), and that said Value will increase by an average minimum of one percent (1.00%) annually during the Term of this Agreement.

Section 3.6. Developer agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by the City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further the Developer's development objectives; provided, however, any such change shall comply with all applicable laws of the City and Griffin may not make any material change to the size, design or structure without the written consent of the City (not to be unreasonably withheld, conditioned or delayed.) The City agrees to consider and approve or reject any proposed change within thirty (30) days after submittal by the Developer to the City or such consideration is deemed rejected. Such requests for approval shall be submitted to the City Clerk, as representative of the City.

Section 3.7. The tax increments and revenue projections delineated on the attached Schedule (Exhibit C) are projected to be generated from the Project, pursuant to the current TIF 7 Plan and this Development Agreement. These projections are included for illustrative purposes only. The actual Schedule produced by the City under Section 4.4.3. of this Agreement shall govern all payments made to City by Developer in any given subsequent tax year.

Section 3.8. Easements on the Property for municipally owned storm sewer and water mains shall be granted to the City or its designee where necessary, by mutually agreed upon separate document or pursuant to a CSM, in accordance with detailed utility plans approved by the City Engineer, or designee.

Section 3.9. No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without City's approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the City's Zoning Code.

Section 3.10. Griffin agrees to make improvements to the Project as shown on Exhibit B in accordance with the approved Plans and Specifications described in Exhibit B. Griffin agrees to maintain the Project in code compliance for as long as it owns the Property.

Section 3.11. Griffin will make connections to existing public water and sewer mains as needed according to City specifications. Griffin agrees to repair all sidewalk, curb and gutter, and street and restore all landscape areas within the public right-of-way upon making those connections.

Section 3.12. Griffin will remove curb cuts and aprons where existing driveways will not be utilized as part of the Project and replace the curb cut with a full curb section to match the existing curb detail. Griffin will landscape the terraces upon apron removal.

Section 3.13. Griffin will use due care when constructing near the existing storm sewers. If at any time during Griffin's ownership of the Property the structure of the storm sewer is damaged by a driveway over the storm sewer, Griffin will restore the storm sewer so as to provide an adequate structure to allow vehicular traffic over the storm sewer without reducing the capacity of the storm sewer.

Section 3.14. Griffin shall timely pay its real estate taxes and personal property taxes against the Property prior to delinquency.

Section 3.15. Griffin's obligations hereunder shall be personal to Griffin and shall not be assigned without the prior approval of the City per the provisions of Section 9.3., hereof.

Section 3.16. Griffin agrees not to seek tax exempt status for any portion of the Property or to convey any portion of the Property to an entity that at the time of conveyance would result in the Property qualifying for tax exempt status without the prior approval of the City per the provisions of Section 9.2., hereof.

Section 3.17. Griffin shall not cause a reduction in the real estate taxes or personal property taxes payable on any of the Property through willful destruction of any improvements it makes on the Property.

ARTICLE 4 UNDERTAKINGS OF THE CITY

Section 4.1. The City shall appropriate sufficient funds for the performance of its obligations under this Agreement as described in this section.

Section 4.2. The City shall reasonably cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

Section 4.3. The City has created TID 7 and adopted Res. No. _____ on _____, authorizing the funds from TID 7 to support the Development Project at the Property.

Section 4.4. Payments from the City. Subject to all the terms, covenants and conditions of the Agreement and applicable provisions of law, and as inducement by the City to Developer to carry out the Development Project, the City will provide payments to the Developer to assist with the Project Costs.

4.4.1. Subject to all of the terms, covenants and conditions of the Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out Development Project, the City will provide payments to the Developer solely from future tax increments from the Property only to assist with Project Costs. The City's total contribution for Project Costs shall be limited to a maximum of the Total TIF Increment payable per the provisions of Section 4.4.3, below.

4.4.2. Following completion of and the issuance of occupancy permits for the entire Development Project, and pursuant to Wis. Stat. § 66.0621, the City shall issue a Municipal Revenue Obligation ("MRO"), as and for the TIF Grant, in the amount of the Total TIF Increment payable to Developer in the form attached hereto as Exhibit D. The MRO shall be a special and limited obligation of the City subject to annual appropriation by the City, shall not be a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the MRO. As is further provided for in Section 4.4.3., below, the City shall pay amounts due to Developer under the MRO over time from the Tax Increment Revenue.

4.4.3. The City's Contribution for Project Costs shall be limited to a maximum amount of Six Hundred Fifty Thousand dollars (\$650,000.00) ("Total TIF Increment"), payable in installments over the life of the District, as provided hereunder. No interest shall accrue on the City's Contribution. The City's Contribution may be prepaid at any time, but until paid in full, the payments will be provided to the Developer as follows: Each year beginning no later than October 15 of the first year for which the Developer pays in full the taxes on the Project's Minimum Total Tax Value following completion have been received by the City and continuing no later than each October 15 thereafter that Griffin pays in full the taxes on the Project's Minimum Total Tax Value for a period not to exceed the end of the life of the District, the City will make payments under the MRO to the Developer in an amount equal to seventy-five percent (75%) of the Project's Tax Increment Revenue received by the City in that year provided that the Incremental Value of the Development Project exceeds the value defined in Section 3.5.

4.4.4. The City shall reasonably cooperate with Developer's lender's requests for collateral assignment of this Agreement and the City Contribution as part of Developer's Project construction loans.

Section 4.5. Upon request by the City, the Developer shall review with City personnel, and provide copies of original invoice documentation, and other documentation reasonably requested by the City, establishing to the reasonable satisfaction of the City that the Developer has incurred and paid Project Costs in an amount of at least the Minimum Development Costs as described in Section 3.2. above for the Project for documentary support of the City's Contribution from Tax Increment Revenue. In addition, the Developer shall review with City personnel, and provide an original fully executed sworn affidavit, from the Project's architect or general contractor certifying that the actual amount spent on eligible Project

Costs at the conclusion of construction of the Project equaled or exceeded the Minimum Development Costs as described in Section 3.2., and prior to the payment of the first installment of the City Contribution.

Section 4.6. Developer hereby acknowledges that the City Contribution, as evidenced by this Agreement, shall be a special and limited obligation of the City and not a general obligation. As a result of the special and limited nature of the City's obligation to pay the City Contribution, Developer's recovery of the full amount of the City Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of a Development Project, the failure of the Development Project to generate the Tax Increment Revenue at the rate expected by Developer, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

Section 4.7. City's Covenants. City covenants to Developer that until the City Contribution has been paid in full, or a sum sufficient to pay off the City Contribution has been set aside to cover payment of the City Contribution, the City shall not close the TIF District prior to the end of the District's Statutory Life. Upon the end of the District's Statutory Life, or payment in full of (or a sum sufficient set aside to pay in full) the City Contribution, the City will be entitled to close the TIF District and no liability shall remain from the City to the Developer upon expiration of the TIF District.

ARTICLE 5 PROPERTY BASE VALUE

Section 5.1 Base Value. City represents and agrees that the full equalized base value of the Property is Five Hundred Ninety-Five Thousand One Hundred dollars (\$595,100.00) ("Base Value"). Any Value of the Property above Five Hundred Ninety-Five Thousand One Hundred dollars (\$595,100.00) is incremental value ("Incremental Value"). All taxes paid on Incremental Value are part of Tax Increment Revenue.

ARTICLE 6 COVENANTS RUNNING WITH THE LAND

Section 6.1 Covenants. This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE 7 REMEDIES

Section 7.1. Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 7.2. Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten (10) days after delivery

of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- a. Injunctive relief;
- b. Action for specific performance; and
- c. Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

Section 7.3. Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 7.4. Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Bank of America, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting party until the date reimbursed in full with accrued interest.

Section 7.5. Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 7.6. Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

ARTICLE 8 INSURANCE

Section 8.1 Developer, its contractors, lessees, successors and assigns, shall, during their occupancy or ownership of the Property, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect to the private development, as are customarily insured against in developments of like size and character including, but not limited to: Casualty Insurance, Comprehensive General Liability Insurance, Physical Damage Insurance, Builders' Risk Insurance and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the Owner and any Lessees from time to time during the construction and operation of the Property. Such insurance shall be maintained in amounts and with terms of coverage generally customary to such Property. Such insurance shall name City as an additional insured as its interest may appear, except on any policy of Liability Insurance.

Section 8.2 In the event the Property is damaged or partially or fully destroyed, Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition.

ARTICLE 9
WRITTEN NOTICES AND MISCELLANEOUS

Section 9.1 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

FOR THE CITY:

City of Watertown
Office of the Finance Director/Treasurer
106 Jones Street
Watertown, WI 53094
Attention: Mark Stevens
mstevens@cityofwatertown.org

With a copy to:

City of Watertown
City Attorney's Office
106 Jones Street
Watertown, WI 53094
Attention: Attorney Steven T. Chesebro
schesebro@cityofwatertown.org

TO THE DEVELOPER:

Hearing Protection, LLC d/b/a Griffin Armament
c/o Evan Green
801 S. 12th St.
Watertown, WI 53094-6723
evan@griffenarmament.com

With a copy to:

DeWitt LLP
2391 Holmgren Way
Green Bay, WI 54304
Attention: Attorney Terry J. Gerbers
tgerbers@dewittllp.com

Section 9.2. Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of the City. This obligation shall survive until the termination and closure of TID 7 under this Agreement. In the event Developer

receives an exemption from general real estate taxes, such may be deemed an event of default hereunder and City may exercise its rights under the Remedies clauses in Article 7 of this Agreement. Developer shall execute and record deed restrictions effectuating this provision.

Section 9.3. Warranty of Developer; Non-Transferability. The City has entered into this Agreement with Developer, on the basis of the identity of the General Partner(s), and on the strength of their experience. Therefore, Developer hereby warrants and represents to the City that the General Partner(s) of Developer are as shown on Exhibit E. During the Term, Developer may not change General Partner(s) without the prior written consent of the City, which shall not be unreasonably denied, delayed or conditioned. During the Term, Developer shall not change management of the Property from the General Partner(s) without the prior written consent of the City, which consent shall not be unreasonably withheld. Any prohibited transfers under this Section, which have been made without securing the prior written consent of the City shall be considered an event of Default hereunder. In any event, any permitted or subsequent transferee hereunder must agree to be bound by the terms of this Development Agreement.

Section 9.4. Non-Discrimination Agreement. The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased or used by any Party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

Section 9.5. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto and their permitted assignees, and no other Party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

Section 9.6. Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 9.7. Law Governing. The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Jefferson County, Wisconsin, Circuit Court.

Section 9.8. Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.9. Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

Section 9.10. Severability of Provisions. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats., to achieve its intended purpose.

Section 9.11. Recording and Survival. The City shall record this Agreement against the Property with the Register of Deeds for Jefferson County, at the Developer's expense. All the terms and conditions of this Agreement shall survive the execution of this Agreement and the making of grants hereunder. This Agreement shall run with the land and be binding upon Developer and all of Developer's successors in interest. Every reference to Developer herein shall be a reference to Developer and all of Developer's successors in interest, including tax-exempt entities. This Agreement shall expire on the date of termination of the TIF District.

Section 9.12. Reservation of Rights. Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. § 893.80 or any other law.

Section 9.13. Vested Rights. Except as provided by law, or as expressly provided in the Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the City warrant that Developer is entitled to any other approvals required for the construction of the Project as a result of this Agreement.

Section 9.14. Recitals. The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.

Section 9.15. Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 9.16. Representation. The Developer acknowledges that it has either had the assistance of legal counsel in the negotiation, review, and execution of this Agreement, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Agreement's terms, conditions, and

provisions, and their effects; and that it has executed this Agreement freely and not under conditions of duress.

Section 9.17. Authority. The individuals executing this Agreement on behalf of the Developer warrant and represent that they are duly authorized to bind the Developer to this Agreement. Developer warrants and represents that the execution of this Agreement is not prohibited by the Developer's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Developer shall provide proof upon request.

Section 9.18. Indemnification. Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified Parties, Developer and or its contractors shall indemnify, save harmless and defend the City and its respective officers, agents, and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages, and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section shall survive termination of this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF WATERTOWN:

DEVELOPER:

BY: _____
Emily McFarland, Mayor

BY: Evan Abraham

ATTEST:

BY: _____
Megan Dunneisen, City Clerk

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) of Emily McFarland, Mayor and Megan Dunneisen, City Clerk, authenticated this _____ day of _____, 2022.

State of Wisconsin)
County of Jefferson ss.

Steven T. Chesebro
Title: Member State Bar of Wisconsin

Personally came before me this 11 day of October, 2022 the above-named, Evan Abraham who acknowledged that he as Developer being authorized to do so, executed the foregoing instrument on behalf of ."

I hereby certify that the necessary funds have been provided to pay the liability incurred by the City of Watertown on the within Agreement.

Tara Urban
Notary Public, _____ County, Wisconsin
My Commission expires: 7/15/25

Mark Stevens
Finance Director/Treasurer

APPROVED AS TO FORM:

Steven T. Chesebro, City Attorney

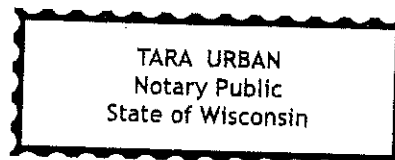


EXHIBIT "A"

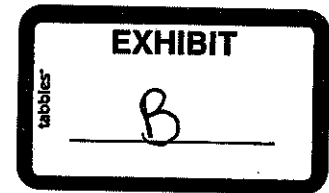
Legal Description

THAT PART OF SW ¼ OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 15 EAST,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT AT THE SW CORNER OF THE NW ¼ SAID SECTION 10; THENCE NORTHERLY ALONG WEST LINE OF SAID SECTION 10, 4052.36 (4053.40) FEET; THENCE S89°10'31"E, 168.14 (167.50) FEET, ALSO BEING THE NORTH LINE OF CLARK STREET, FOR THE POINT OF BEGINNING; THENCE CONTINUING S89°10'31"E, 92.16 (92.55) FEET; THENCE N00°14'58"E, A DISTANCE OF 621.12 FEET TO THE NORTH LINE OF LOT 2 IN SAID CERTIFIED MAP NO. 4590; THENCE N88°48'13"W ALONG NORTH LINE OF SAID LOT 2, A DISTANCE OF 11.00 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SAID CERTIFIED MAP NO. 4590; THENCE S00°15'01"W, A DISTANCE OF 395.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N88°52'41"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 223.18 FEET TO SOUTHWEST CORNER OF SAID LOT 1; THENCE S00°15'06"W, A DISTANCE OF 66.01 FEET; THENCE S88°52'45"E, A DISTANCE OF 140.58 FEET; THENCE S00°16'22"E, A DISTANCE OF 159.70 (159.54) FEET TO THE POINT OF BEGINNING, CITY OF WATERTOWN, JEFFERSON COUNTY WISCONSIN.

Part of Tax Keys: 28-291-0815-1022-033 and 28-291-0815-1022-034

Proposal for
Design/Build Services
Prepared for



Green Properties, LLC
Griffin Armament Addition

Matt Ritter
Project Executive
920.371.3462
mritter@baylandbuildings.com



PROPOSAL/CONTRACT

Date: July 26, 2022

Owner: Green Properties, LLC
Contact: Austin and Even Green
Billing Address: 801 S. 12th St.
Watertown, WI 53094

Phone: 262-200-0003
Mobile: Austin: 262-613-8984
Evan: 262-899-0844

E-MAIL: evan@griffinarmament.com
Preliminary #: 22-2595
Plan Date: June 7, 2022
Jobsite Address: 801 S. 12th St.
Watertown, WI 53094

Project Executive: Matt Ritter

Project Summary: 39,606 sq. ft. addition consisting of a (2) story office, manufacturing and shooting range.

Prior to execution by both parties, this document is a proposal from Design/Builder to the Owner relating to the construction of proposed buildings and/or improvements on the real estate located at the above noted Jobsite Address. Upon execution by Owner this proposal shall become the governing agreement between the parties related to the defined projects, which is entered into in consideration of the mutual promises and covenants contained herein supplemented and/or modified by the parties in writing unless otherwise specified herein the following terms and services and materials are included in the "Base Total" set forth on page 27.

1000 – GENERAL CONDITIONS

1002 – TERMS

1. The term "Owner" or "Customer" as used in this contract is understood to be the Owner of the property or its agent as noted above and in execution of this document.
 - a. By signature of company agent or tenant of the Owner is a representation that the agent or tenant represent he/she has the authority to enter into this contract on behalf of the Owner.
2. The Owner represents that "Jobsite address" as noted herein is the physical location for the work to be performed. Additionally, the Owner represents they do hold, or will hold title to the real estate prior to construction commencing.
3. The term "Design/Builder" or "General Contractor" as used in this contract is understood to be Bayland Buildings, Inc.
4. The term "Contractor" or "Subcontractor" used in this contract is understood to be Contractors hired by Bayland Buildings, Inc. to perform certain scopes of work as identified herein.

1010 – PLANS

1. Architectural and engineering design services for construction drawings and state submittals are included.
2. All structural engineering shall be completed by a registered engineer.
3. **It is assumed that the existing building framing conforms to the commercial building code. Any discovery of nonconformance will require further investigation at an additional cost to the Owner of which is not included in this proposal. We have not done an evaluation of existing conditions structural adequacy unless specifically noted.**
4. Mechanical and electrical construction documents are to be provided by mechanical contractors with Owner approval of MEP plans.

1030 – CIVIL DESIGN

1. Civil design shall include drainage plan, storm water management plans, permits, as built survey, erosion control plans, landscaping plans and site utilities.

1065 – PERMITS

1. Architectural, engineering services, and permit fee as needed for state approved drawings by Bayland Buildings, Inc.
2. Local building permits by Bayland Buildings, Inc.
3. Site plan review fee by Bayland Buildings, Inc.
- NOTE:** Signage approval/permitting is by Owner or approved sign company.
4. Electrical and mechanical permits, state and local by the individual MEP contractors.
5. Any municipal assessment charges for street or other upgrades to be paid by Owner.
6. No city or village impact fees are included.

NOTE: All concrete will be placed in a professional manner, according to industry standards.

NOTE: All concrete will be saw cut or tooled to help control future cracking.

NOTE: Any discrepancies from the state/local review of the engineering, architectural design or state approval will be reviewed with the Owner and may result in additional charges.

NOTE: Any additional storm sewer design required by the municipality involved will be an additional charge to the Owner.

NOTE: Construction site storm water discharge inspection and monitoring to be done by others. (If excavating is not in Bayland Buildings, Inc. contract.)

NOTE: An exact exterior and interior color match on additions and remodel projects is not guaranteed.

1110 – PROJECT MANAGER

1. Bayland Buildings, Inc. assumes the role of Project Manager and as the General Contractor in this proposal, qualified supervision throughout the project shall include a Project Manager, Superintendent, On-Site Foreman, and In-House Service's Expeditor. Workmanship shall be completed in a professional-like manner in accordance with industry standard practice.
2. **Superintendent will assist with Owner-direct hired subcontractors for scheduling purposes. All Owner subcontracted work and workmanship is not the responsibility of Bayland Buildings, Inc.**

1180 – SURVEY AND LAYOUT

1. The Owner shall furnish a certified land survey showing boundaries, legal description, deed restrictions, improvements, utility easements or any restrictive covenants, etc. for the property upon which the building shall be constructed.
2. Construction staking for building structure and parking area to be professionally laid out. Digger's Hotline shall be notified by the proper trades for any underground digging.

NOTE: It is the responsibility of the Owner to locate any private underground utilities that were not publicly recorded. Relocating of any unmarked utilities may deem an additional charge.

1210 – TEMPORARY REQUIREMENTS

1. The contractor shall furnish temporary job office and job identification sign if needed.

1267 – WINTER CONDITIONS

1. Allowance of \$20,000.00 is included in proposal, specifically for the winter conditions below:
 - Blanket covering for footing and foundation.
 - Temporary heaters and fans to heat building.
 - Ground thaw equipment.
 - Tenting and heating for masonry work.
 - Snow removal as needed.
 - Provide hot water and heated materials for concrete.
 - Natural gas or propane for winter construction.

1300 – UTILITIES

1. All utility charges not provided in 1267-Winter Conditions for temporary or permanent service (electric, water, water meter, gas, phone, data service, security system, or fire protection system) from the utility company or municipality including utility usage during construction to be paid by Owner.

1340 – TEMPORARY TOILETS

1. Temporary sanitation shall be included for all trades for the duration of the project.

1410 – CONSTRUCTION CLEAN UP

1. At projects' end, Bayland Buildings, Inc. will have the complete project professionally cleaned, including windows and doors for the office area.
2. At projects' end, Bayland Buildings, Inc. will turn over building in broom clean condition for the manufacturing area.

1430 – DUMPSTERS

1. Waste and construction debris clean-up will be included by Bayland Buildings, Inc. for their portion of work. A dumpster will be located at site during construction. Disposal for construction debris is included.

1510 – EQUIPMENT

1. All equipment required (for the duration of the project) for construction and safety by Bayland Buildings, Inc. portion of contract is included.
2. Equipment and labor to unload customer equipment or materials at jobsite is not included in proposal. (Bayland Buildings, Inc. is not responsible for loss or damage to any customer equipment, material, merchandise, etc.)

1610 – SAFETY

1. Bayland Buildings, Inc. places a high priority in prevention of accidents and providing a safe work site. We make a conscientious commitment in education, training to OSHA standards and continued education to provide a safe working environment. However, complete and active cooperation from each employee and subcontractor is essential for the success of our program. Therefore, every employee and subcontractor is responsible for taking an active part in our safety program.
2. Prevention of work site accidents is of the utmost importance to our company and management has made a commitment to providing a safe and healthy work site environment.

1710 – POOR SOILS & SOIL TESTING

1. Unless a soil boring report indicated otherwise all design shall be based on 2000 P.S.F. soil bearing capacity. Any unforeseen object, contamination, dewatering of excessive water (high water table, extreme weather, etc.), or additional compaction due to poor soils beneath the ground surface will be reviewed with the Owner and may result in additional charges.
2. Any unforeseen underground rock removal will result in additional charges to the Owner.
3. If Owner elects to have soil compaction testing completed there will be an additional charge.
4. If the Owner elects to have soil borings completed there will be an additional charge.

1730 – CONCRETE TESTING

1. If Owner elects to have concrete testing completed there will be an additional charge.

1800 – INSURANCE

1. Insurance by Bayland Buildings, Inc. to include the following:
 - General Liability
 - Builders Risk
 - Workman's Compensation
 - Professional Liability

1840 – WARRANTY

1. Bayland Buildings, Inc. will make any repair, replacement or correction that is determined to be necessary by reason of faulty workmanship or material defects, which appears within one (1) year from occupancy or substantial completion, whichever occurs first or as permitted by manufacturer's warranty. This provision applies to work done directly by Bayland Buildings, Inc.
2. All subcontractor work will provide a minimum of one (1) year warranty on equipment, materials, and labor, longer if defined in the manufacturer's warranty.
3. Final invoice must be paid in full to Bayland Buildings, Inc. for any warranty to be in effect. Warranty period will take place starting on the day the Owner takes occupancy.
4. **Warranty work provided by Subcontractors that the Owner has hired and contracted with directly must be coordinated by Owner.**

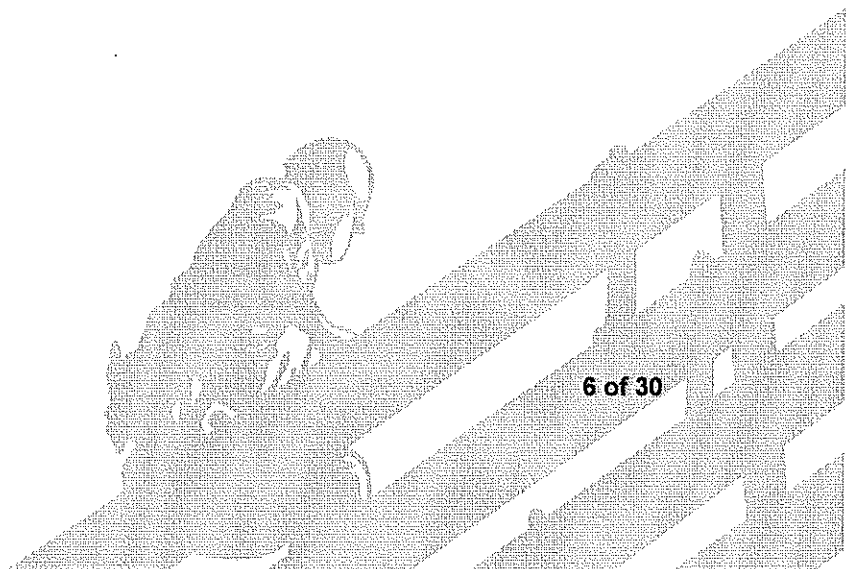
NOTE: All exterior concrete is vulnerable to climate due to frost and weather conditions beyond our control.

NOTE: Owner must maintain proper drainage around building after work is complete.

NOTE: There is no warranty on cracked or popped concrete due to frost, **salt** or drainage problems due to activities by anyone other than Bayland Buildings, Inc.

NOTE: **Upon substantial completion Owner is responsible for all general building preventative maintenance due to Northern climate damage (rain, ice, snow back-up).**

NOTE: **After substantial completion, the Owner is responsible to remove all snow and ice from downspouts and move any snow away from building to prevent damage.**



2000 – SITEWORK

2075 – CONCRETE DEMO

1. Cut existing foundation down for proper floor tie in and smooth transition from new to existing concrete floor.

2221 – EXCAVATION

1. Allowance of \$154,315.00 for excavation is in proposal. Final cost will be provided after storm water management plan is completed.
2. Mobilization.
3. Install (1) tracking pad.
4. Install silt fence/inlet protection.
5. Remove asphalt.
6. Remove trees and stumps.
7. Strip & stockpile 1,072 cy of topsoil.
8. Remove excess topsoil.
9. Cut & place fill.
10. Remove excess fill.
11. Cut & remove curb (3 driveway entrances).
12. Excavate for frost walls/column pads.
13. Install foam provided by others.
14. Backfill with excavated spoils/granular.
15. Supply & place 1,060 ton of granular backfill.
16. Supply & place 1,344 ton of stone 6" thick for floor.
17. Fine tune subgrade for asphalt stone.
18. Supply & place 210 ton of stone for exterior concrete areas.
19. Supply & place 2,583 ton of stone 12" thick for asphalt area.
20. Re-spread topsoil (394 cy).
21. Remove erosion control.
22. Remove storm sewer.

2510 – ASPHALT PAVING

1. Fine grade, water and compact the existing base area of approximately 4,086 S.Y. stone base course to be placed by others to within +/- 0.1'.
2. Pave a two-course 4" compacted average depth asphalt pavement in the total area of approximately 4,086 S.Y. consisting of 2-1/4" of binder course and 1-3/4" of surface course.
3. Provide paving, striping, and markers per plans.
4. (1) mobilization included.

2720 – WATER / SANITARY / STORM SEWER

1. Allowance of \$52,967.00 for water, sanitary, and storm sewer is in proposal. Final cost will be provided after storm water management plan is completed.

Sanitary

1. Connection to manhole along curb line (10' deep).
2. Install 40 LF of 6" PVC sanitary lateral.
3. Install (1) building riser.
4. Backfill with excavated spoils.
5. Permit included.

Storm

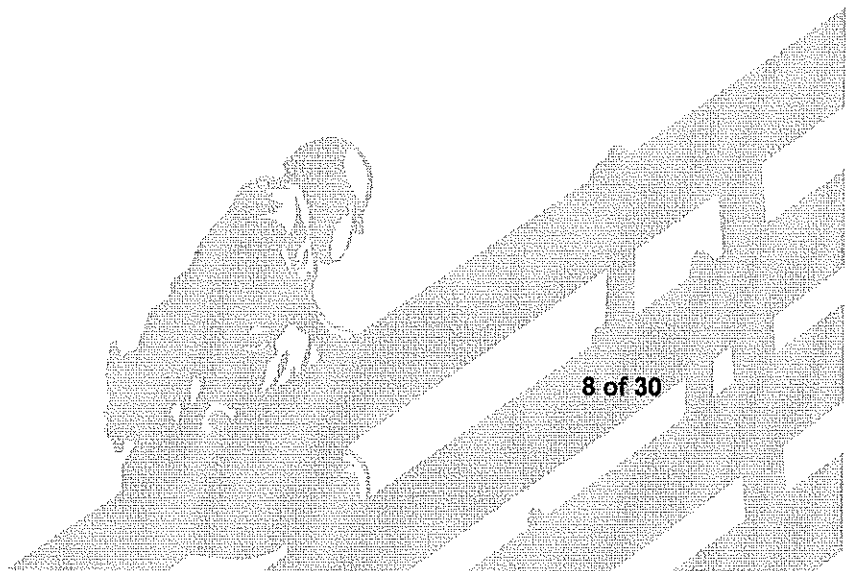
1. Mobilization.
2. Install (1) 15" end wall.
3. Install 180 LF of 15" HDPE storm pipe.
4. Install (2) 48" catch basins.
5. Install 220 LF of 12" HDPE storm pipe.
6. Install 200 LF of 8" PYC downspout pipe.
7. Install (8) downspout conductors.
8. Install 15 LF of 8" Sch 40 PVC roof drain.
9. Install (1) 48" diameter storm manhole.
10. Supply & place 378 ton of granular backfill.
11. Remove 225 cy of excess spoil.
12. Permit included.

2830 – FENCES & GATES

1. Provide a double swing chain link fence gate 6' high with privacy slats and (2) 8" posts with hardware with 6' high chain link fence with privacy slats and 3" posts for fenced storage area.

2900 – LANDSCAPING

1. An allowance of \$40,000.00 is included in this proposal for landscaping, plans, and permits.
2. Owner to water seeded areas as needed to maintain new plantings for a minimum of 30 days after seeding.
3. All properly maintained plantings will be warranted for (1) year.



3000 – CONCRETE

3210 – REINFORCEMENT

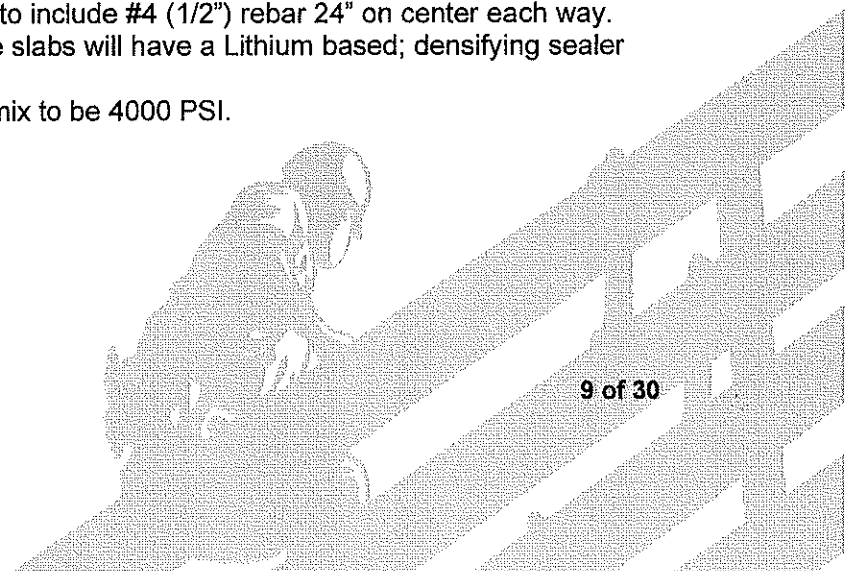
1. All concrete to have reinforcement placed and tied per engineered specs and State approved drawing.

3310– CAST IN PLACE INTERIOR CONCRETE

1. A. 11,058 sq. ft. slab to be 4" average thickness with 6 mil vapor barrier (NOTE: All flooring must have vapor barrier) for 1st floor office and shooting range.
B. 19,672 sq. ft. slab to be 6" average thickness for manufacturing area.
2. Reinforcing to include #4 (1/2") rebar at 24" on center each way throughout entire slab.
3. Provide concrete and reinforcement for (1) scissor lift pit.
4. 8,138 sq. ft. of 4" topping poured over precast plank for second floor of office.
5. (4) 6" diameter concrete filled schedule 10 steel guard posts shall be installed 4'-0" above finished floor encased in concrete below grade.
6. All interior flatwork to be 4000 PSI.
7. Supply and install polypropylene joint filler at foundation and floor slab to meet energy code requirements.
8. Approximately 19,672 sq. ft. of concrete slab will have a combination sealer / curing compound ASTM C 309 or equivalent applied.
9. Soft Cut Saw – After interior concrete begins to set the concrete flatwork shall be cut with a soft cut saw to reduce shrinkage cracks of the concrete.

CAST IN PLACE EXTERIOR CONCRETE

1. (1) exterior concrete apron at 100' x 5' x 5" at South location.
2. (1) exterior concrete apron at 220' x 5' x 5" at East location.
3. (1) exterior concrete apron at 44' x 5' x 5" at North location.
4. (1) exterior concrete apron at 100' x 25' x 6" at North location.
5. (1) exterior concrete apron at 18' x 40' x 5" at West location.
6. (1) exterior concrete apron at 42' x 5' x 5" at West location.
7. 63 LF of concrete sidewalk, which is 7' wide x 5" thick (and includes a 10" thickened edge for car stop curb at paving).
8. Pour (5) stoop pads at exit doors.
9. All exterior concrete to include #4 (1/2") rebar 24" on center each way.
10. All exposed concrete slabs will have a Lithium based; densifying sealer applied.
11. All exterior flatwork mix to be 4000 PSI.



3345 – CONCRETE WALLS

1. 994 LF of 16" wide x 8" deep foundation footings.
2. 436 LF of 20" wide x 10" deep foundation footings.
3. 556 LF of 24" wide x 12" deep foundation footings.
4. 994 LF of 8" wide x 4'-0" tall foundation wall.
5. 436 LF of 10" wide x 4'-0" tall foundation wall.
6. 556 LF of 12" wide x 4'-0" tall foundation wall.
7. 100 LF of 12" wide x 12" tall foundation wall for vault.
8. (1) 6' x 6' x 4' deep elevator pit.
9. 100 LF of 24" wide x 12" deep foundation footing with (2) runs of rebar for interior vault footing.
10. (5) concrete stoops with full depth frost wall and footing complete with 5" poured top.
11. All 4'-0" foundation walls reinforced with (4) runs of rebar continuous.
12. All 12' foundation walls reinforced with rebar 18" on center each way.
13. Concrete pilasters as per the building manufacturer requirements.
14. All pilasters include rebar crib reinforcing as required.
15. All foundation footings reinforced with (2) runs of rebar continuous.
16. All footing mix to be 3000 PSI.
17. All wall mix to be 3500 PSI.

3363 – PRECAST CONCRETE

1. Approximately 11,038 sq. ft. of 8" and 12" x 48" hollow core plank. 12" thick precast plank with a load of 65lbs. per sq. ft.
2. Precast joints will be grouted as per structural design.
3. Precast ceiling will be sprayed with one coat of cure and seal.
4. Precast does include caulking of underside joints.
5. Approximately 3,014 sq. ft. of 6" solid wall panels.
6. Approximately 2,919 sq. ft. of 4" x 3" x 3" insulated, load bearing form cast wall panels.
7. Caulking vertical wall panels, interior and exterior, precast to precast only and caulking underside of plank joints.

4000 – MASONRY

4200 – BLOCK & BRICK

1. 36 LF of 8" smooth block to a height of 27' for elevator shaft.
2. All block and mortar to include water repellant additive.
3. The interior masonry units shall be insulated with foam injection insulation, approximate R-value of 4.5 for 8" block.
4. Provide all reinforcement and concrete filled cores per engineer specs.
5. All control joints will be properly caulked and sealed on interior and exterior of wall.

5000 – METALS

5510 – HANDRAILS / RAILINGS / STAIRS / LADDERS / CANOPIES

1. (2) sets of prefabricated steel stairs with concrete filled steps with a total rise of approximately 13' (maximum 7" per riser). Steel stair set comes complete with a concrete filled top landing as needed per State and local code requirements.
2. (2) set of steel handrails to meet all ADA requirements.
3. Provide 40 LF of cable, safety guard rail system to meet all State and local code requirements for roof patio.
4. A steel rung ladder will be installed for access to roof equipment. Safety enclosure cage is included around ladder. Ladder includes hooked expanded metal security panel.

NOTE:

Ladder is required when personnel will have to climb higher than 16 feet to access roof equipment. Cage Required on ladders over 20' above finished floor when Owner does not provide OSHA compliant Fall Protection equipment. Cage Required on ladders over 24' above finished floor when Owner provides OSHA compliant Fall Protection equipment.

6000 – WOODS AND PLASTICS

6100 – BUILDING DEMO WORK

1. Exterior masonry on west wall.
2. Side steel roofing and trims as needed to properly flash addition into existing building.

6115 – CARPENTRY MATERIAL

WOOD

STEEL STUDS

1. A. Building Size (Interior Buildout) 46' x 165 x 12' first floor office.
B. Building Size (Interior Buildout) 46' x 165 x 12' 2nd floor office.
2. Exterior has 5/8" DensGlass 2' tall where new roof meets existing wall. 3/4" fire-retardant plywood sheathing behind ACM panel installed on exterior walls with air infiltration barrier.

NOTE: ACM panel & EIFS must have 3/4" exterior fire-retardant plywood for steel building.

3. The interior framing shall be framed to 12' with 3 5/8" x 20-gauge steel studs at 16" on center with base and top track and sound batt insulation at private office and toilet rooms.
4. Plumbing walls for restrooms shall be framed with 6" x 20-gauge steel studs at 16" on center with base and top track.
5. Provide spazzer bars and 2" strapping for interior steel studs that are 10' or taller.
6. Provide wood blocking in stud walls for plumbing fire stop.
7. Construct dust partitions as needed for protection during remodeling.
8. Install standard steel wire mesh 3/4" #9510 behind drywall on all walls around retail area.

6118 – GUARD POST COVERS

1. (4) steel guard posts shall be covered with poly shields.

6220 – CABINETS

1. Allowance of \$25,860.00 is included in proposal for all laminate cabinets for Rooms 101 and 110.

Room 101

1. 9'-0" laminate base & upper cabinets.
2. Laminate tri-cove countertop.

Reception 101

1. 8'-9" x 15'-6" x 5'-7" laminate transaction top on laminate half wall.
 - Removable access panels on laminate half wall.
2. 8'-9" x 15'-6" x 5'-7" laminate countertop w/metal brackets.
 - (2) grommets.
 - (2) laminate file bases.
 - (2) pencil drawers.

Uni. Ada RR 104

1. 4'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

Breakroom 208

Perimeter

1. 16'-1" laminate base & upper cabinets.
 - (1) laminate microwave shelf.
 - (1) trash pull-out.
 - opening for ADA dishwasher.
2. Tri-cove laminate countertop.
3. 3'-1" laminate upper cabinets above fridge.

Island

1. 19'-1" laminate base cabinets w/finished backs.
2. 42" deep laminate island top.

W. RR 109

1. 6'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

M. RR 112

1. 6'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

M. RR 110

1. 4'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

W. LOCKERS 203

1. 4'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

M. LOCKERS 204

1. 4'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

NOTE

1. Does not include any cabinets or display cases in showroom.

7000 – THERMAL AND MOISTURE PROTECTION**7210 – BUILDING INSULATION**

1. 4" fiberglass insulation for soundproofing in the interior walls and restroom walls to full height.
2. Steel building walls to be insulated with 9 ½" banded liner insulation system with Thermal Break Tape WMP-10 commercial blanket insulation with a white reinforced vapor barrier.
3. Steel building roof insulation shall consist of a 2-layer banded liner insulation system for fall protection for a total of 12" of insulation. The bottom layer between the roof purlins shall consist of 8" fiberglass batt insulation with a continuous vapor barrier. The top layer shall consist of a 4" fiberglass batt insulation placed over the roof purlins. Approximate R value of 38.
4. All overhead and service door frames to be insulated with 4" batt insulation thus preventing condensation on steel frames.

7220 – GROUND CONTACT INSULATION

1. Foundation is to be insulated with 2" ground contact insulation around the entire perimeter from footing to grade.

7461 – SIDING

1. Provide ACM exterior wall panel installed with rain screen fasteners and Series One Standard panel finish per plan.

7463 – GUTTER / DOWNSPOUTS

1. 212 LF of 26-gauge architectural style gutter with box type downspouts.

7530 – SINGLE PLY MEMBRANE ROOF

1. Furnish and install (2) layers R34.8 insulation board system per 2014 ISO standards over metal decking on a flat structured roof.
2. Furnish and install 5/8" Type X thermal barrier.
3. Furnish and install 060 mill PVC fully adhered system.
4. Furnish and install 24-gauge prefinished metal flashings.
5. Furnish and install downspouts and overflow scuppers.
6. Furnish and install saddles as needed for roof drains.
7. Furnish a 15-year PVC roofing warranty.
8. Furnish and install PVC membrane up 2' existing walls where new roofs meet the existing wall.

7720 – ROOF ACCESSORIES

1. A 2'-6" x 3'-0" insulated roof hatch and curb will be installed in the roof. The latch and compression springs are designed for one hand operation. The roof hatch is furnished primed.

7920 – SEALANTS

1. All control joints, windows, door edge control joints and mechanical penetrations to be properly sealed. Excludes all saw cut and control joints in floor.

8000 – DOORS AND WINDOWS

8110 – DOORS / FRAMES / HARDWARE

1. Doors, frames, and hardware included as shown on preliminary drawings.

8120 – ALUMINUM DOORS / FRAMES / GLAZING

EXTERIOR DOORS

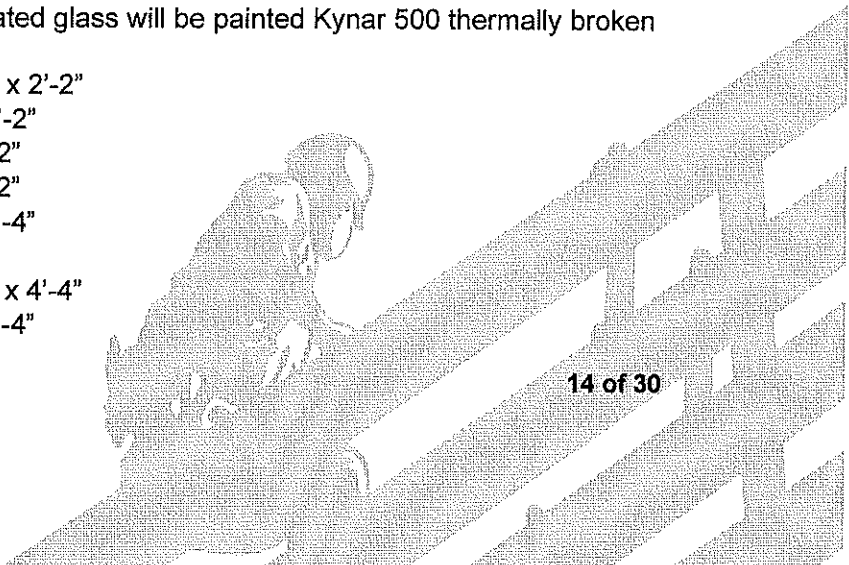
1. (1) 3070 glass entrance package complete with 1" tinted insulated glass, closer, deadbolt lockset and perimeter weather stripping, standard painted Kynar 500 anodized aluminum finish.
2. (1) 6070 glass entrance package complete with removable center post, 1" tinted, insulated glass, closer, deadbolt lockset, and perimeter weather stripping double door, 3'-0" x 7'-0" each standard painted Kynar 500 anodized aluminum finish.
3. Exterior sidelites to match door.
4. Exterior top transom lites to match door.

INTERIOR DOORS

1. (1) interior vestibule door 3070 will be 1/4" clear tempered safety glass set in standard painted Kynar 500 anodized aluminum finish. Frame to match exterior door(s).
2. Interior vestibule sidelites will be 1/4" clear tempered safety glass set to match door(s).
3. Interior vestibule top transom and sidelites will be 1/4" clear tempered safety glass set to match door(s).

EXTERIOR WINDOWS

1. 1" tinted low-E insulated glass will be painted Kynar 500 thermally broken aluminum frames.
 - (1) 21'-10 3/4" x 2'-2"
 - (1) 12'-6" x 2'-2"
 - (1) 6'-4" x 2'-2"
 - (1) 3'-3" x 2'-2"
 - (2) 12'-6" x 4'-4"
 - (16) 9'-4" x 4'
 - (1) 21'-10 3/4" x 4'-4"
 - (17) 6'-4" x 4'-4"



INTERIOR WINDOWS

1. Interior glazed openings in the office will be ¼" tempered clear glass set in hollow metal frames.
 - (3) 4 x 4' located in Room 201.

8365 – OVERHEAD DOORS

1. (2) 10 x 10 steel doors, insulated R16, 2" track, with high lift, reverse C.A. mount and perimeter weatherseal. (2) lites per door.
2. (2) J-heavy duty jackshaft operators, ½ hp, 115-volt, single phase with (1) 3-button operator switch.

9000 – FINISHES

FINISH SCHEDULE

1. Room finishes included as shown on preliminary drawings.

9210 – GYPSUM BOARD ASSEMBLIES

1. Walls are 5/8" gypsum board.
2. Walls will have light skip trowel drywall finish.
3. All windows will have a drywall finished return with a vinyl J bead edge on all 4 sides of window (with laminate sills).
4. All exterior wall runs, drywall to height of 12'.
5. All interior wall runs, drywall to height of 12'.

9310 – FLOORING

1. Material and labor for all flooring per Room Schedule.

9510 – ACOUSTICAL CEILING

1. Material and labor for all acoustical ceilings per Room Schedule.

9910 – STAINING/PAINTING

1. All finished drywall / textured to include one (1) coat primer and two (2) top coats of paint. Price is based on (1) color of paint. (Primer and paint to be back rolled on every coat).
2. All hollow metal door frames to include primer and one (1) top coat of paint.
3. All hollow metal door slabs to include primer and one (1) top coat of paint.
4. All 6" steel guard posts to include primer and (1) top coat of paint.
5. All steel handrails and stairs to include one (1) coat primer and two (2) top coats of paint.
6. All interior masonry to include one (1) coat of block filler and one (1) top coat of paint.
7. Paint exterior off building as shown on the drawings.

10000 – SPECIALTIES

1. Mirrors and paper towel holders and toilet paper holders are included.
2. (16) fire extinguishers, (8) cabinets, and (8) wall brackets are included and installed.
3. Men's and women's restroom signage included.
4. Exterior handicap signage included.
5. Hardware – Toilet partitions will be floor-mounted partitions with baked enamel finish complete with door, latch, rubber stop and coat hook at each stall.
6. (18) Lockers and (2) benches are included and installed.

11000 – EQUIPMENT

1. (1) Scissor lift 6' x 8', 5,000 lb. capacity, 58" of travel.

13000 – SPECIAL CONSTRUCTION

13121 –PRE-ENGINEERED

1. The pre-engineered building structure will be designed with the following loads:
 - 30 P.S.F. ground snow load
 - 115 MPH wind load
 - 3# per sq. ft. additional collateral load
2. A. The building size will be 138'-7-1/2" x 209'-8-1/4".
B. The building size will be 91' x 11'.
3. A. The eave height will be 27' low eave.
B. The eave height will be 13'.
4. A. The roof pitch will be 1/4.
B. The roof pitch will be 1/4.
5. A. The bay spacings will be (6) at 27'-4", 1 at 33'.
B. The bay spacings will be (1) at 11'.
6. Girts at sidewalls and endwalls will be outset.
7. The column type will be of tapered leg design.
8. The main structural framing shall consist of continuous beam with no expandable endwall frame and no expandable side wall frame.
9. The roof framing will be steel purlins.
10. The roof system shall be 24-gauge galvalume double lok standing seam roof panel system.
11. The panels will have a net coverage of 24" per sheet and have a factory applied all weather mastic sealant factory applied at panel connection seams.
12. The 3" high crown at the panel connection seams will be mechanically seamed to insure weather tightness of the roof system.
13. The panels will be attached to subframing members by articulating concealed clip fasteners thus preventing future leaks from extreme weather condition changes.

14. (V.P. only) The wall panel shall be 20-gauge 5/8" textureclad EIF installed on 2 sides of building.
15. All required flashings, subflashings, and closures shall be included to ensure a weather tight finished product.
16. Wall panels and trims will be attached with color matched self-drilling type fasteners.
17. Supply and install side steel to match existing where masonry is removed on exterior wall.

14000 – CONVEYING SYSTEMS

14210 – ELEVATOR

1. Designation & Model: Otis HydroFit™ Elevator System
2. Capacity & Speed: 2500lb. Passenger Cab @ 100 fpm
3. Stops & Floors: 2 stops with 2 front openings
4. Rise: 13'-0"
5. Clear Car Inside Dimensions: 6'-6 3/4" wide by 4'-4 1/8" deep

15000 – MECHANICAL

15300 – FIRE PROTECTION

1. Fire Protection work scope for the above-referenced project as outlined below.
2. Design, furnish, and install a new wet-pipe automatic fire sprinkler system to protect the entire floor area of the new addition and add a new riser for the new addition. Semi recessed sprinklers in the offices for light hazard protection. Brass uprights in the warehouse for Ordinary Hazard protection. The gun range will be on its own zone. Protection in accordance with NFPA 13. Standard for the Installation of Sprinkler Systems 2013 edition. Also, based upon project bid plans and specifications prepared by Bayland Buildings Architects, dated 5/9/2022, unless noted otherwise in this proposal.

15400 – PLUMBING

1st FI Women's Bathroom #104

1. (1) Kohler ADA toilets and Bemis open front seats
2. (1) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Kohler Bardon wall hung urinal w/ Sloan Optmi-eye battery operated flush valve
4. (1) Sioux Chief floor drain

Utility Room#108

1. (1) Rheem 50-gallon gas sealed combustion water heater (65,000 BTU's) w/ Lainge circ pump and hot water recirculation line w/ venting - **Gas Piping by Others**
2. (1) Sioux Chief floor drain

1st FI Women's Bathroom #109

1. (2) Kohler ADA toilets and Bemis open front seats
2. (1) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Sioux Chief floor drain

1st FI Men's Bathroom #110

1. (1) Kohler ADA toilets and Bemis open front seats
2. (1) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Kohler Bardon wall hung urinal w/ Sloan Optmi-eye battery operated flush valve
4. (1) Sioux Chief floor drain

1st FI Janitors Room #111

1. (1) Mustee 2424 mop basin w/ Chicago 305R faucet
2. (1) Sioux Chief floor drain

1st FI Men's Bathroom #112:

1. (1) Kohler ADA toilets and Bemis open front seats
2. (1) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Kohler Bardon wall hung urinal w/ Sloan Optmi-eye battery operated flush valve
4. (1) Sioux Chief floor drain

2nd FI Women's Locker Room #203

1. (1) Kohler ADA toilets and Bemis open front seats
2. (2) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Sioux Chief floor drain
4. (1) Aker 38"x38" ADA shower modules w/ Moen L2362 faucet, personal handheld shower grab bars and fold down seat

2nd FI Men's Locker Room #204

1. (1) Kohler ADA toilets and Bemis open front seats
2. (1) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Sioux Chief floor drain
4. (1) Aker 38"x38" ADA shower modules w/ Moen L2362 faucet, personal handheld shower grab bars and fold down seat

2nd FI ADA Shower Room #205

1. (1) Sioux Chief floor drain
2. (1) Aker 38"x38" ADA shower modules w/ Moen L2362 faucet, personal handheld shower grab bars and fold down seat

2nd FI Janitors Room #206

1. (1) Mustee 2424 mop basin w/ Chicago 305R faucet
2. (1) Sioux Chief floor drain

2nd FI Breakroom #208

1. (1) Pro-flo 19"x17" stainless steel sink w/ Moen 7425 faucet
2. (2) Water connections (1 at Refrigerator and 1 at Coffee maker w backflow protection)

Miscellaneous

1. (1) Elevator crock w/ perforated lid and Zoller M53 pump
2. (1) Roof Patio drain
3. Remove (2) existing storm basins and associated piping within footprint of new building replace with schedule 40 PVC as needed
4. PVC waste and vent piping
5. PEX / CPVC Water Piping w/ 1/2" covering on overhead piping
6. City Permits
7. Plumbing Drawings and State Plumbing Permit

15500 - HVAC

1. The HVAC portion of this project. This would include the following:
 - Provide a stamped set of mechanical plans
 - Provide the local permits
 - Provide the local plan review

Office

- Supply and install (2) 5-ton Comfortmaker RTU's 460/3 20 amps each
- Supply and install (2) Honeywell 8000 thermostats
- Supply and install a complete duct distribution system (plenum return)
- Supply and install all grilles and diffusers
- Supply and install all duct wrap and insulation
- Supply and install (1) PRV for bathroom/shower roof exhaust

Mezzanine

- Supply and install (2) 5-ton Comfortmaker RTU's 460/3 20 amps each
- Supply and install (2) Honeywell 8000 thermostats
- Supply and install a complete duct distribution system (plenum return)
- Supply and install all grilles and diffusers
- Supply and install all duct wrap and insulation
- Supply and install (1) PRV for bathroom/shower roof exhaust

Warehouse

- Supply and install (2) 25 Ton roof mounted RTU's 460/3 phase 70 amps
- Supply and install a drop with distribution box.
- Supply and install all grilles, registers, and diffusers
- Supply and install gas piping
- Supply and install (2) gas fired unit heaters 115/20 amps

16000 – ELECTRICAL

16100 – ELECTRICAL

General

- (1) Procure Watertown electrical permit - \$875.00 allowance included
- (1) Lift rental for construction
- (1) Temporary lighting for construction - \$1,500.00 included
- (1) Provide Design & As-builts in Auto CAD format

Exterior Building Mounted Lighting

- (12) LED wall packs - \$250.00 allowance included
- (4) Exterior LED wall-scones - \$250.00 allowance included
- (1) Weatherproof emergency fixture
- (1) Weatherproof exit fixture
- (7) Exterior emergency egress fixtures

Lighting & Controls

- (39) 24,000 lumen LED high-bay fixtures with integral occupancy sensor capabilities included with an allowance of \$195.00 per fixture
- (20) 24,000 lumen LED high-bay fixtures with integral occupancy sensor/emergency capabilities included with an allowance of \$390.00 per fixture
- (59) Twist lock receptacles for high-bay fixtures
- (23) 6" LED downlights
- (39) 2X4 LED flat panels
- (82) 6" LED pendant mounted cylinders
- (1) 8' suspended LED linear fixture
- (1) 16' suspended LED linear fixture
- (3) 24' suspended LED linear fixtures
- (2) Temporary to remain LED construction fixture for 2,000 sq ft. of "Gray Box"
- (3) Reception desk decorative pendants - \$150.00 allowance included
- (3) Breakroom island small decorative pendants - \$150.00 allowance included
- (4) LED vanity fixtures - \$125.00 allowance included
- (2) 4' LED stairwell fixtures with integral emergency battery backup
- (6) 4' LED strip fixtures
- (7) 8' LED strip fixtures
- (12) 4' LED wraps for locker rooms
- (8) Standard output dual head emergency fixtures
- (12) Medium output dual head emergency fixtures
- (17) Combination exit/emergency fixtures
- (15) Ceiling mounted occupancy sensors
- (4) Single-pole switches
- (12) Three-way switches

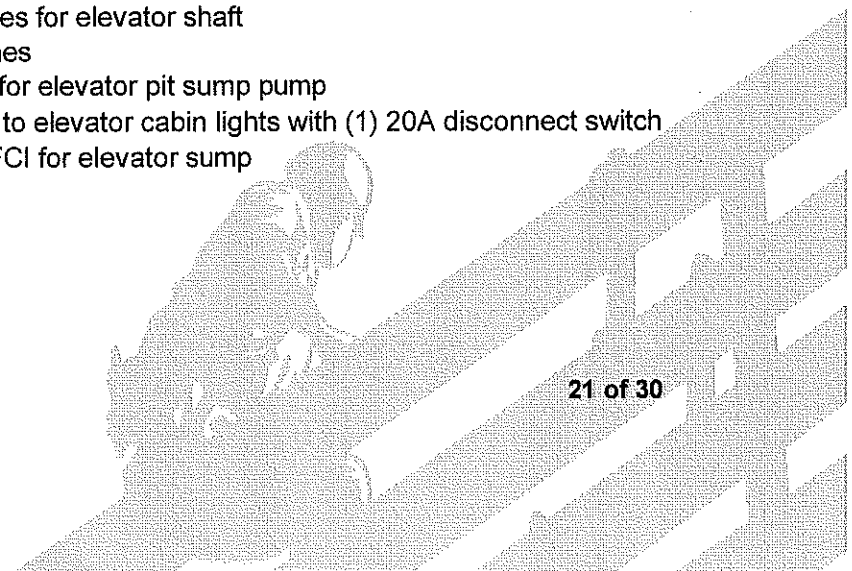
- (2) Wall mounted occupancy sensors
- (25) 0-10V dimmer switches
- (1) Sixteen-circuit lighting control panel
- (4) Low-voltage override switches to work in conjunction with lighting control panel

Branch Wiring

- (60) Convenience duplex receptacles
- (4) Show window receptacles
- (3) Television receptacles
- (6) Double duplex receptacles
- (2) Countertop receptacles
- (10) Fitness equipment receptacles
- (2) POS receptacles
- (1) Power/data poke thru floor box for the conference room
- (4) Power/data cubicle feeds in the slab
- (15) Column mounted receptacles in the new warehouse/manufacturing area
- (6) Restroom GFCI receptacles
- (2) Janitor closet receptacles
- (2) Electric water cooler receptacles
- (4) Countertop GFCI receptacles
- (4) Countertop GFCI protected receptacles
- (1) Refrigerator receptacles
- (1) Undercounter refrigerator receptacle
- (2) Microwave receptacles
- (2) Coffee maker receptacles
- (1) Dishwasher wiring
- (1) Disposal wiring
- (2) Weatherproof GFCI receptacles

Elevator Equipment Wiring

- (1) 208V 100A three-phase feeder from MDP to elevator – 115' allowance included
- (1) 208V 100A three-phase fusible disconnect for elevator
- (4) 4' LED strip fixtures for elevator shaft
- (2) Three-way switches
- (1) GFCI receptacle for elevator pit sump pump
- (1) 120V connection to elevator cabin lights with (1) 20A disconnect switch
- (1) Weatherproof GFCI for elevator sump



Distribution

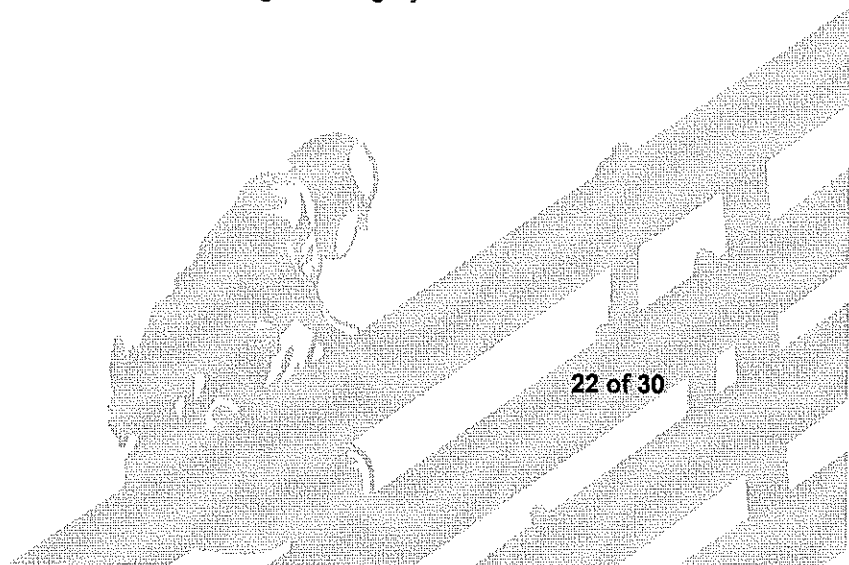
- (1) 277/480V 800A three-phase service
- (1) Grounding per NEC and local municipality
- (1) Cores through exterior wall
- (1) 277/480V 800A aluminum feeder from new trans-socket to "MDP"
- (1) 277/480V 800A MCB 21-circuit "MDP"
- (1) 277/480V 400A aluminum feeder from "MDP" to 225 kVA transformer – 30' allowance included
- (1) 120/208V 800A aluminum feeder from 225kVA transformer to back-feed existing 120/208V 800A service – 15' allowance included
- (1) 277/480V 100A aluminum feeder from the new "MDP" to new 277/480V panel "A" – 375' allowance included
- (1) 277/480V 100A 42-circuit panel "A"
- (1) 277/480V 200A aluminum feeder from new MDP to 112.5kVA transformer – 375' allowance included
- (1) 120/208V 400A aluminum feeder from 112.5kVA transformer to new 120/208V panel "B" – 15' allowance included
- (1) 120/208V 400A MCB 84-circuit panel "B"

Mechanicals

- (2) Connections to 50-gallon electric water heaters figured as 208V 40A three-phase or less
- (2) Connections to hot-water recirculation pump
- (1) Connection to point of use electric water heater figured as 208V 30A three-phase or less
- (2) Connection to roof mounted PRV
- (4) Connections to 5-ton RTUs figured as 480V 20A three-phase or less
- (2) Connections to 25-ton RTUS figured as 480V 70A three-phase or less
- (2) Connections to gas unit heaters figured as 120V 20A single-phase
- (1) Homerun wiring for mechanical equipment

Low-Voltage Rough Ins

- (1) Sheet of ¾" fire retardant plywood
- (1) Ground bus
- (1) I.T. double duplex receptacle
- (15) Empty ¾" conduit stubs for low-voltage cabling by others

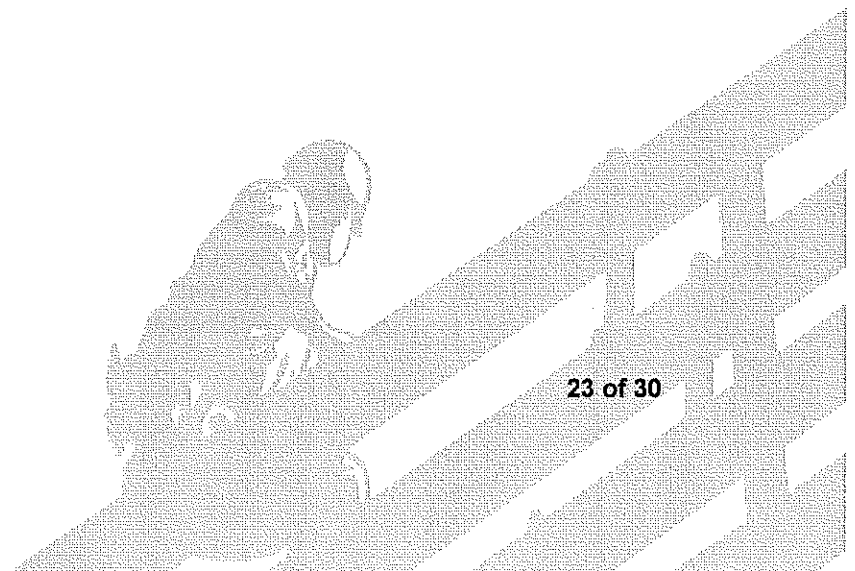


Sprinkler Monitoring

- (1) EST sprinkler monitoring system by Guetzke
- (1) Parts/smarts allowance of \$8,000.00 included
- (1) Sprinkler monitoring panel
- (1) 120V connection to fire alarm control panel
- (1) Smoke detectors
- (6) Duct detectors
- (6) Remote test stations for duct detectors
- (1) Manual pull station
- (1) Horn/strobe notification devices
- (1) Exterior building mounted horn/strobe notification devices
- (1) MR101/C
- (5) Input modules
- (6) Control relays
- (5) Water tamper/flow switches
- (1) Document cabinet
- (1) Termination, testing, and programming of system

RATH

- (1) Area of refuge system
- (1) 5-zone flush mount base station
- (1) Provide 120V connection to base station
- (2) Flush mount call boxes
- (3) Instructions on use sign
- (3) Raised letter and braille wall signs
- (3) Photoluminescent wall signs
- (1) Monitor module
- (1) Dual monitor module
- (2) MR101/C modules
- (1) Termination, testing, and programming of system



TERMS AND CONDITIONS

EXHIBIT A - PRELIMINARY OVERALL CONSTRUCTION SCHEDULE

1. Schedule subject to change pending weather and material deliveries.

OCCUPANCY

1. Should the Owner wish to take possession of and occupy portions of the building prior to project completion; we will make every effort to cooperate with this effort. Such occupancy will be at the discretion of and written authorization by our Project Manager and building inspector.
2. The Owner shall not take possession of the property/improvements without Design/Builders written approval or until final payment has been received for all work performed and all other obligations of the Owner have been fulfilled and a final inspection has been completed and a Certificate of Occupancy has been obtained.
3. If the Owner occupies in violation of this section, it represents acceptance of the work, waiver of any defect claims, and requires immediate payment in full.

PROJECT APPROVAL AND ACCEPTANCE

1. Upon completion of project and prior to final invoicing, our representative will inspect the project with the Owner or his/her representative to verify compliance with the proposal/contract and plans.
2. This proposal/contract supersedes all plan documents.

LIEN RIGHTS

1. "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL RECEIVE NOTICE FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."
2. Governing Law: This agreement shall be governed by the laws of the State of Wisconsin. Except any action for foreclosure, the sole and exclusive venue for any action arising out of the performance or interpretation of this Agreement shall be the Circuit Court of the proposed project's local county.
3. Attorney's Fees: In the event either party to this agreement brings any litigation with respect to this agreement, the prevailing party shall recover

from the other party its costs and reasonable attorney's fees incurred in enforcing or defending its rights hereunder.

4. **Mutual Employee Non-Solicitation Conditions:**

Both parties shall obtain and maintain agreements or procedures that impose an obligation of confidence on their employees, contractors, and agents who materially participate in any of the work under this proposal. Such agreements shall contain terms sufficiently for the parties to comply with all provisions of the agreement and to support all grants and assignments of rights and Ownership hereunder.

During the term of this agreement and for a period of two (2) years after the later of the date of this agreement or completion of the project identified under this agreement, each party agrees not to, directly or indirectly, initiate employment discussions with, hire, or use in any way the services of any employee or contractor of the other party. This provision applies to employees and contractors who are no longer employed by Bayland Buildings, Inc. or customer, but were so employed at any time during the terms of this agreement.

SCHEDULE

1. If there are any major changes to the plans or schedule made by the Owner after the contract is signed and plans have been approved by the State, it will result in additional design and State review fee charges along with material and shipping charges. A delay in project depending on severity of change, anywhere from 30 to 90 days may occur from set schedule. The same terms would apply to sub-contractors hired by the Owner if they are not on time or with-in Bayland Buildings, Inc. schedule guideline, additional charges and delays in the schedule may take place. Bayland Buildings, Inc. will make every effort to minimize any such delays.
2. If the contractor is delayed in the process of the work by strikes, fire, or severe weather conditions, unusual materials, transportation delays or other causes beyond his control, the contract schedule may be extended without penalty to the contractor. In such instance, Bayland Buildings, Inc. will notify Owner regarding specifics on delays and will make every effort to minimize any such delays.

ACCEPTANCE/PROTECTION

1. Owner, by acceptance of this proposal, hereby appoints Bayland Buildings, Inc. through the project appointed employee of Bayland Buildings, Inc. and until the project, is completed, as the Owner's agent for purposes of protecting the real estate on which the project is located from unlawful trespass by individuals not authorized by Owner or Bayland Buildings, Inc. to enter upon said real estate.
2. Upon occupancy of building by customer, Customer is indicating acceptance of building as substantially complete unless otherwise agreed upon between Owner and Bayland Buildings, Inc.

CHANGES

1. Any changes or adjustments to duration or scope of the project must be agreed, upon between General Contractor and Owner in writing prior to being done.
2. The Contract price is subject to additions or deductions as provided in written change orders, and any delays or modifications to the construction timeline/period may result in cost increases.
3. Bayland Buildings, Inc. will issue formal Owner Change Orders for any applicable changes to plan, proposal, or project timeline as needed as a binding alteration to this proposal.
4. The owner agrees they will not request any changes directly from a Subcontractor to Bayland Buildings on the Project. If this happens in violation of this agreement, Bayland is not liable for any related defects, costs, and/or warranties shall not apply to such additional work.

TERMS OF PAYMENT

1. Our price includes materials, sales tax, freight and labor for above items supplied by or contracted through Bayland Buildings, Inc. only.
2. Payment schedule will be as follows:
 - A. **10% Down payment will be invoiced within (10) days of the date of this proposal.**
 - B. **Monthly progress billings based on percentage of work completed each month.**
 - C. **Final payment of any remaining balance is required prior to occupancy.**
3. ***Payments are due net (10) days from date of invoice and final completion payment. Any amount not paid on the due date will bear a service charge at the rate of one (1%) per month until paid (annual percentage rate of 12%).***
4. Contractor reserves the right to suspend work if payments are not made within (10) days. Final payment is required to be received prior to occupancy, which constitutes acceptance, unless prior arrangements are made.
5. Our proposal does not include a cost segregation report for income tax purposes. If one is requested, an additional fee will be charged to the customer.
6. **Proposal is based on (1) mobilization, if Bayland Buildings, Inc. is forced to pull off of site due to Owner controlled situations such as failure to secure financing, government or municipal permitting, etc. Remobilization fees and administration costs will be billed out at time & material cost plus with a 10% overhead fee.**
7. If project is to be put on hold before site construction starts due to financing or for other reasons beyond Owner's control. Owner is responsible for any cost incurred to Bayland Buildings, Inc. for state approved drawings, local permits, civil engineered drawings for site construction, structural engineering, and any other costs incurred by Bayland Buildings, Inc. related to this project.

BASE TOTAL: \$5,091,261.00

Accepted Alternates: _____ \$ _____
_____ \$ _____
_____ \$ _____

CONTRACT TOTAL: \$ _____

Special Notes: _____

This proposal is valid for (14) days from the date referenced on page 2 of the proposal.

Due to the volatility in all construction material, the prices in this contract may be subject to adjustment. We will do everything possible to secure the prices utilized to prepare this proposal; however, time is of the essence. If you wish to guarantee that the materials will be purchased at the rates quoted, if desired Bayland Buildings, Inc. will pre-buy the materials and store at our location for no charge. However, you will be required to make a Delivery of Building Material Payment to cover all purchased materials and additional shipping.

You will be notified in writing of any cost increases and supplied a detailed support of the exact costs of those changes. Bayland Buildings, Inc. will receive no mark up on the increased costs of materials due to these turbulent economic times. We appreciate your understanding and cooperation in this matter.

ACCEPTANCE

Owner:
GREEN PROPERTIES, LLC

Design Builder:
BAYLAND BUILDINGS, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(10) days prior to beginning of construction, the Owner is to furnish to Bayland Buildings, Inc. a copy of the loan commitment letter from the financial institution making the construction and/or permanent loan. If the project is not being externally financed, the Owner is to submit financial data to Bayland Buildings, Inc. in sufficient detail to verify that funds are available to satisfy the contract amount. Project scheduling and ordering of materials will begin upon verification of financing for the project.

Financial Information: _____

Contact: _____ **Phone:** _____ **Fax:** _____

Marketing Contact: _____ **Email:** _____

ALLOWANCES INCLUDED IN BID:

1. This bid includes allowances for the following:
 - \$20,000.00 Winter conditions
 - \$0.00 Soil testing
 - \$0.00 Concrete testing
 - \$154,315.00 Excavation
 - \$52,967.00 Water / sanitary / storm sewer
 - \$40,000.00 Landscaping
 - \$25,860.00 Cabinets
2. The allowance represents the maximum amount we will pay our subcontractor for this portion of work.
3. The difference in actual cost to our subcontractor will be credited or charged as an extra to the Owner.
4. All allowances are estimates only and they are impacted by circumstances including but not limited to schedule, finalization of materials, scope/design changes, etc.

NOT INCLUDED IN BID:

- Any provision for locating existing property markers
- Any provisions for updating any existing building or mechanical conditions which do not meet code
- Owner's sign or logo on building
- Furniture, benches, lockers, and all equipment not included in this document
- Telephone, computer, data systems
- Fire alarms or security systems
- Bayland Buildings, Inc. assumes no responsibility for unloading and taking possession of customer's or customer's subcontractors direct shipped materials
- Utility power transformer pad with conduit and wiring between transformer and building
- Excessive floor prep on renovation projects
- Excessive wall repairs on renovation projects
- Gas/electrical utilities to project site
- Flagpole
- Monument sign
- Dock restraints
- Compressed air lines
- Dehumidification
- Emergency horns and strobe lighting
- Cranes/jib cranes
- Any state or local building code requirements due to tenant occupancy use
- As-built surveys that may be required by lenders are not included
- S.A.C. (Sewer Accessibility Fees) or City Impact Fees
- Any soil bearing verification, costs, or delays due to unsuitable soils, underground obstructions, or any unforeseen underground environmental condition
- Snow guards and heat tapes in gutters, or any area susceptible to excessive snow or ice buildup (or engineered loading of building for future snow guards)
- Roof openings or loadings for any mechanical equipment unless specified.
- Screening that may be required for any rooftop HVAC units or other equipment.

- We have not included any special structural design features that Factory Mutual (FM) or other underwriters may or may not desire or require
- Exact color match on additions and remodels is not guaranteed, including but not limited to, roofing, masonry, siding, windows, etc.
- Dumpster enclosure and/or dumpster pad
- We have not included costs for any special covenant/code requirements or interpretations from plan reviewers, or municipalities board of approval
- Shooting range equipment and HVAC
- Vault door

ALTERNATES

Owner initial &
date to accept
Alternate: _____

1. Supply and install liner panel to 8' in warehouse. **Add: \$23,013.00** _____
2. Supply and install Vee Rib panel in lieu of texture clad. **Deduct: <\$43,315.00>** _____
3. **Fire Alarm Notification System**
 - Full notification fire alarm system is required based on occupancy load. **Add: \$32,941.00** _____
4. **Site Lighting & Conduits**
 - (17) 24" concrete light pole base
 - (1450) Linear feet of plowing with 1" poly
 - (1450) Linear feet of underground wiring in PVC conduits sized to prevent voltage drop
 - (14) 20' light poles with (1) LED fixture head
 - (3) Furnish and install 20' light poles with (2) LED fixture heads **Add: \$78,861.00** _____
5. **Range Lighting & Equipment Wiring**
 - (18) 8' LED surface mounted strip fixtures for gun range lighting
 - (2) Dual headed emergency fixtures
 - (2) Combination exit/emergency fixtures
 - Connections to range exhaust fans
 - Connection to range MUA figured a 480V 30 3-phase or less
 - Interlocking wiring between exhaust fans and MUA
 - (4) 120V connections to "Range Target Control Screens"
 - (4) Wire and install "Range Target" retrieval motors **Budget: \$17,059.00** _____

6. Remove 100' x 25' Storage
- 100' x 25' concrete apron
 - 44' x 5' concrete apron
 - Chain link fence with gate

Deduct: <\$43,483.00>

7. Add Elkay dual height drinking fountain with bottle filler in Fitness Center #200

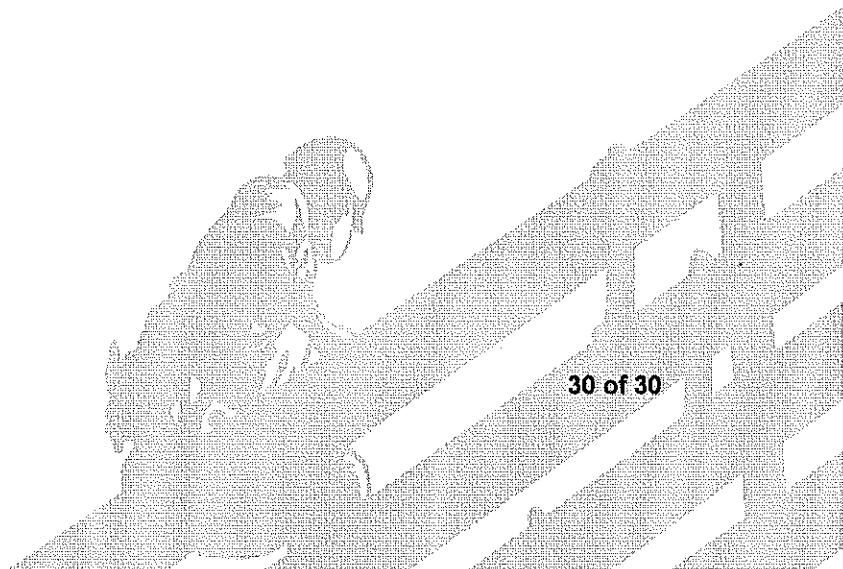
Add: \$4,470.00

8. Add Proflow 19" x 17" stainless steel sink with moen 7425 faucet in Room #120.

Add: \$2,941.00

9. Add 15' x 80' x 8" concrete grade beam slabs for under chip bins.

Add: \$13,309.00



CITY OF WATERTOWN

Draft: 08/01/2022

TID #7

Griffin Armament Expansion	Project Square Footage: 39,606	Estimated Project Cost	\$5,000,000
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Assessment per Square Foot	\$40.00
Est. Total Assessment	\$1,584,240
Preferred Payback Term	
Developer Incentive Payment	\$650,000
Incentive as Percent of Project Cost	13.00%
Incentive as Percent of Value	41.03%

Inflation Rate	1.00%
Tax Rate (2019)	0.025683
Base Value (2020)	\$595,100

TIF Year	Calendar Year	Annual Value Added	Cumulative Value Added	Total Value	Inflation Factor	Total Inflation Value	Value Increment	Total Taxes	Projected Tax Increment	Increment Available for Incentive	Annual Balance to TIF	Cumulative Balance to TIF
0	2016	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$0	\$0	\$0	\$0	\$0
1	2017	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
2	2018	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
3	2019	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
4	2020	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
5	2021	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
6	2022	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
7	2023	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
8	2024	\$1,584,240	\$1,584,240	\$2,179,340	1.010	\$2,201,133	\$1,606,033	\$15,284	\$0	\$0	\$0	\$0
9	2025	\$1,584,240	\$1,584,240	\$2,201,133	1.010	\$2,223,145	\$1,628,045	\$15,284	\$0	\$0	\$0	\$0
10	2026	\$1,584,240	\$1,584,240	\$2,223,145	1.010	\$2,245,376	\$1,650,276	\$15,284	\$41,248	\$30,936	\$10,312	\$10,312
11	2027	\$1,584,240	\$1,584,240	\$2,245,376	1.010	\$2,267,830	\$1,672,730	\$15,284	\$41,813	\$31,360	\$10,453	\$20,765
12	2028	\$1,584,240	\$1,584,240	\$2,267,830	1.010	\$2,290,508	\$1,695,408	\$15,284	\$42,384	\$31,788	\$10,596	\$31,361
13	2029	\$1,584,240	\$1,584,240	\$2,290,508	1.010	\$2,313,413	\$1,718,313	\$15,284	\$42,961	\$32,221	\$10,740	\$42,101
14	2030	\$1,584,240	\$1,584,240	\$2,313,413	1.010	\$2,336,547	\$1,741,447	\$15,284	\$43,543	\$32,657	\$10,886	\$52,987
15	2031	\$1,584,240	\$1,584,240	\$2,336,547	1.010	\$2,359,913	\$1,764,813	\$15,284	\$44,131	\$33,099	\$11,033	\$64,020
16	2032	\$1,584,240	\$1,584,240	\$2,359,913	1.010	\$2,383,512	\$1,788,412	\$15,284	\$44,726	\$33,544	\$11,181	\$75,201
17	2033	\$1,584,240	\$1,584,240	\$2,383,512	1.010	\$2,407,347	\$1,812,247	\$15,284	\$45,326	\$33,994	\$11,331	\$86,533
18	2034	\$1,584,240	\$1,584,240	\$2,407,347	1.010	\$2,431,421	\$1,836,321	\$15,284	\$45,932	\$34,449	\$11,483	\$98,016
19	2035	\$1,584,240	\$1,584,240	\$2,431,421	1.010	\$2,455,735	\$1,860,635	\$15,284	\$46,544	\$34,908	\$11,636	\$109,652
20	2036	\$1,584,240	\$1,584,240	\$2,455,735	1.010	\$2,480,292	\$1,885,192	\$15,284	\$47,162	\$35,372	\$11,791	\$121,442
21	2037	\$1,584,240	\$1,584,240	\$2,480,292	1.010	\$2,505,095	\$1,909,985	\$15,284	\$47,787	\$35,840	\$11,947	\$133,389
22	2038	\$1,584,240	\$1,584,240	\$2,505,095	1.010	\$2,530,146	\$1,935,046	\$15,284	\$48,417	\$36,313	\$12,104	\$145,493
23	2039	\$1,584,240	\$1,584,240	\$2,530,146	1.010	\$2,555,448	\$1,960,348	\$15,284	\$49,054	\$36,791	\$12,264	\$157,757
24	2040	\$1,584,240	\$1,584,240	\$2,555,448	1.010	\$2,581,002	\$1,985,902	\$15,284	\$49,698	\$37,273	\$12,424	\$170,181
25	2041	\$1,584,240	\$1,584,240	\$2,581,002	1.010	\$2,606,812	\$2,011,712	\$15,284	\$50,348	\$37,761	\$12,587	\$182,768
26	2042	\$1,584,240	\$1,584,240	\$2,606,812	1.010	\$2,632,880	\$2,037,780	\$15,284	\$51,004	\$38,253	\$12,751	\$195,519
27	2043	\$1,584,240	\$1,584,240	\$2,632,880	1.010	\$2,659,209	\$2,064,109	\$15,284	\$51,667	\$38,750	\$12,917	\$208,436
TOTAL		\$1,584,240					\$1,298,747	\$886,080	\$684,560	\$684,560	\$221,520	\$221,520

Notes:

Assumes xx% partial assessment in 20

First payment not made until first year of taxes received on full assessed value.

CONFIDENTIAL DRAFT FOR PLANNING PURPOSES ONLY

EXHIBIT

tabbier

EXHIBIT D
AGREEMENT TO UNDERTAKE DEVELOPMENT IN
TAX INCREMENT DISTRICT NO. 8

MUNICIPAL REVENUE OBLIGATION

CITY OF WATERTOWN

\$650,000.00

THIS MUNICIPAL REVENUE OBLIGATION (the "Obligation") is created pursuant to Wis. Stat. § 66.0621 this _____ day of _____, 20____ by the City of Watertown, Jefferson County, Wisconsin (the "City") to MAIN STREET LLC, Its successors and assigns ("Developer").

WITNESSETH:

A. The City and Developer have entered into an Agreement to Undertake Development in Tax Increment District No. _____ dated _____, 2022, (the "Development Agreement").

B. This Obligation is issued by the City pursuant to the Development Agreement.

C. Terms that are capitalized in this Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

1. *Promise to Pay.* The City shall pay the Developer up to, but not to exceed, the principal amount of \$650,000.00 solely from Tax Increment Value, and, then, only from a sum limited and equal to exactly 75% of the Available Tax Increment from the Project's Tax Increment paid for each tax year during the term of the Developer Agreement, on an annual basis, minus any and all other debts or obligations otherwise owing to the City by virtue of the Development Agreement or otherwise. To the extent that on any Payment Date the City is unable to make a payment from Tax Increment Value at least equal to the Scheduled Payment due on such date as a result of having received, as of such date, insufficient Tax Increment Value, such failure shall not constitute a default under this Obligation and, except as hereinafter provided, the City shall have no obligation under this Obligation, or otherwise, to subsequently pay any such deficiency. Any payments on the Municipal Revenue Obligation, which are due on any Payment Date, shall be payable solely from and only to the extent that, as of such Payment Date, the City has received Tax Increment Value. The term of this Obligation and the City's Obligation are as exclusively and specifically provided in the Development. This Obligation shall terminate and the City's obligation to make any payments under this Obligation shall be discharged, and the City shall have no obligation and incur no liability to make any payments hereunder, after the date provided within the Development Agreement.

2. *Limited Obligation of City.* This Obligation shall be payable solely from Tax Increment Value from the Project, and shall not constitute a charge against the City's general credit or taxing power. The City shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amount from any funds, except the Tax Increment Value, and then only to the extent and in the manner herein specified.

3. *Subject to Annual Appropriations.* Each payment under this Obligation shall be subject to annual appropriation by the City in accordance with the requirements for revenue obligations and in a manner approved by the City's bond counsel.

4. *Payment Options.* To satisfy in full the City's obligations under this Obligation, the City shall have the right to prepay all or a portion of the outstanding principal balance of this Obligation at any time, at par and without penalty.

5. *Miscellaneous.* This Obligation is subject to the Tax Increment Law and to the Development Agreement.

Dated this _____ day of _____, 20_____.

CITY OF WATERTOWN

BY: _____, Mayor

ATTEST:

_____, City Clerk

Approved as to form:

_____, City Attorney

EXHIBIT E

List of General Partners of Developer

1. **Austin Gabriel Reis Green**
N8167 High Rd., Watertown, WI 53094
2. **Evan Abraham Reis-Green**
N6633 Sunset Rd. Juneau, WI 53039

