

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
September 2, 2014
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – August 18, 2014
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator’s Report
7. New Business
 - A. Receive Plan Commission recommendation and consider the Assignment of a Development Agreement originally entered into between the Village and King’s Cove, LLC in April2006 so the development can be completed by Thomas Interests, Inc.
 - B. Receive Plan Commission recommendation and consider a Lot Line Adjustment including a revised Grading Plan for Lots 3, 4 and 5 of the King’s Cove Subdivision.
 - C. Receive Plan Commission recommendation and consider Final Plat Amendments to the Kings Cove Subdivision related to access restrictions, vacation of 115th Street, amendments to the Dedication and Easement Provisions and Restrictive Covenants on the Final Plat.
 - D. Receive Plan Commission recommendation and consider the First Amendment to the Declaration of Restrictions, Covenants and Easements for the King’s Cove Subdivision.
 - E. Consider Resolution #14-26 for the acceptance of a portion of First and Second Phase Public Improvements for the Kings Cove Subdivision.

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- F. Consider appointment of an alternate member to the Plan Commission.
- G. Consider Operator License Applications on file.
- 8. Village Board Comments
- 9. Adjournment

The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 – 39th Avenue, Pleasant Prairie, WI (262) 694-1400

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
August 18, 2014
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, August 18, 2014. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Mike Spence, Village Engineer; Sandro Perez, Inspection Superintendent and Jane M. Romanowski, Village Clerk. Three citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - AUGUST 4, 2014**

Steve Kumorkiewicz:

Move to approve.

Clyde Allen:

Second.

John Steinbrink:

Motion by Steve, second by Clyde. Any comments on the meeting, additions, corrections?

**KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE AUGUST 4, 2014
VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY
ALLEN; MOTION CARRIED 5-0.**

- 5. CITIZEN COMMENTS**

Jane Romanowski:

First speaker is Larry Herbst.

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Larry Herbst:

I was told I had to come here to bring up the subject to get on the agenda at a later time. So what I want to talk about tonight is several issues surrounding the road on 109th Avenue between 80th Street and 82nd Street. I live on this road. 109th Avenue at 80th Street is a dead end in case anyone doesn't know that.

The first issue I'd like to bring up is the condition of the road. It's been cold patched for all the 21 years I've lived there, and I'm sure for many years before that. Never had any major repairs of any kind, and basically there's no road left there. There are a number of special circumstances surrounding this issue. One of them is that most of the landowners on 109th Avenue own half of the road. A couple of us have given easements or dedicated some frontage to the Prairie. Another issue is that the Prairie wants to open up the dead end at 80th Street and 109th, and most of the homeowners there don't want to do that.

Second issue is the lack of drainage. Every time it rains the street floods over. It takes from hours to days for the street to clear of water. One of the circumstances surrounding this issue is that the drainage problem was less severe before the Prairie allowed the landowner east of us to put some fill on his land, and it's gotten worse since then. The landowner back there was also approached by the Prairie to allow them, allow the Prairie to put in a swale to build a drainage ditch at 107th Avenue, but the homeowners wouldn't allow that.

And the last issue is the auto salvage yard that's in operation on our road. The truth of the matter is there is no auto salvage yard. But when you turn off of 82nd Street onto 109th Avenue and you look at the first property to the right it's an auto salvage yard, it's a junkyard. I've been told in the past that the homeowner there is conforming to all the ordinances which is fine, but in that case I feel we need to change the ordinances or add new ordinances because this property is terrible, just terrible.

So I've got lots of other information that I could offer, but I know you've only got a few minutes for me today. So I just want to ask that this get put on the agenda to speak about in the near future. And I ask for your help to get this matter resolved. It's been decades that we've had this problem. And I appreciate your time. Thank you.

John Steinbrink:

Thank you.

Jane Romanowski:

There are no other signups.

John Steinbrink:

Is anyone else wishing to speak under citizen comments? Hearing none I'm going to close citizens' comments.

6. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Mr. President, this Wednesday at one o'clock the State Rail Commissioner will be conducting a hearing at the Kenosha County Center to hear testimony on two different things. The first one would be the bicycle path that's going to be going down H from State Line I believe all the way up to KR and how that crossing is going to interface with the Canadian Pacific crossing on H.

And the second thing is going to be relooking at our petition for gates at the spur that goes into the Emco property. This is a spur that we've had since Lawter International first went in there. At that time we asked for gates to be placed at that road as well because it was a higher speed road at that point. At that time I think there was like 2,000 cars a day, the traffic count that's on there. Now we're just shy of 7,000 cars a day.

And the number of rail cars that are going into the Emco property is greater in volume. And they're taking deliveries between, I don't know what to call the railroad, but they're bouncing around between 12 midnight and 4 in the morning. It could be later or earlier. And the cars that go in there are mostly the large black tank cars. We've had two accidents just recently there where one hit actually a flat bed car, and the other one hit one of the tank cars and just missed the valves on the tank. Now, those tanks carry 250 gallons of whatever they're carrying. There's a lot of different things that go into the Emco facility. And all we have is cross bucks for signals.

The Village requested in 2011 that with the Emco facility being placed there that the Commissioner consider the placement of signalized gates again. And they indicated that they've done a cost analysis on it and that it didn't warrant the cost of putting gates there because of the value of accidents that could occur at this crossing. If you think about where this crossing is - it's between Lake Andrea - it's kind of a low area on either side of the lake on H, so in certain times of the year it's not unusual for fog to kind of be running across that area. The county doesn't have any streetlights on the road, so it's pretty easy for somebody to hit one of those tank cars especially when Canadian Pacific doesn't flag or put flares out.

So we've indicated in my discussions with the Commissioner and Chief Smetana that they really need to look at this again. If one of those cars was to hit the valve, the cleanup of whatever it is, it could be food based oil, would be more than \$250,000 to get that all contained and out of the waterways. Not to mention that there's already been two people seriously injured in that area. So if you're available I would request that Board members consider coming to the hearing. Of if you could submit some written comments I'd make sure they get placed in the record.

We've met with Kenosha County, and we've indicated to them that we would pay to have streetlights put up on either side of that crossing if the County would accept those lights and maintain them going forward. And they've indicated they'd do that. That's about a \$15,000 project right there so that could help. But still if it's, again, a dark night and foggy, and I think a lot of people are conditioned to seeing the railroad ahead, and they're thinking about the CP line and not so much that crossing.

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From the Village's standpoint we could put lights there but it has to have a wig wag or a gate or something that's going to flash a red light that's synchronized with what's coming off the track. The railroad is recommending that the Village install flashing yellow lights that flash all the time. And we feel after a while people would ignore those flashing lights because if they're always going they're just always going. Anyway, it seems like this problem is too easy to get resolved, and we need to push on getting it resolved. That, again, is on Wednesday at one o'clock at the Kenosha County Center.

Steve Kumorkiewicz:

This coming Wednesday or next week?

Mike Pollocoff:

This coming Wednesday.

Michael Serpe:

Mike, who owns that spur, Emco or us?

Mike Pollocoff:

We do. It's the responsibility of the Canadian Pacific to get the railcars off the main line and to the Emco gate, and then it's their responsibility from there on. The Village owns the spur, but in our contract with Emco they're required to do all any maintenance on that track or whatever is the cost that they have to bear. But we can't put on red flashing lights in timing the tracks unless the railroad approves or we get an order from the Commissioner. And this is something we have to get the Commissioner's approval on anyway. We've had some initial discussions with the Commissioner's staff and they're not going to recommend any changes to the crossing. So that's why I think it's going to be important that the community speak out on this. I know that the representatives from Emco will as well.

John Steinbrink:

Just as a point of reference, Mr. Herbst, does he have to petition to have a hearing on that?

Mike Pollocoff:

I think Mr. Herbst did a pretty fair job of describing some of the issues at hand - 109th is a throwback to the older Town days where the County would accept a certified survey map creating a parcel and didn't require dedication. Over time as the original property owners, I don't know if it was the Zirbel's or who it was, I think it was probably the Molette's owned a good chunk of that property, they were splitting it off and giving it or selling it to relatives, but they didn't dedicate right of way.

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One of the problems that the Village has is we can't expend public money on private property unless it's dedicated so the public money is going into a publically owned right of way. And there are two parcels in there that have dedicated property because they were empty lots, and in order to build on it the Village said you need to dedicate additional right of way in order to build your homes. The problem is that that takes care of a small piece of it.

I know I sat in a meeting with the residents there it's probably been 10 or 12 years ago where at that point we were in a better financial situation than we are under levy limits. We said we'll pay for the road to be paved, but we need to have all the property owners dedicate the land so that we can expend public dollars on public property and they declined to do it. Now we're in a position where we're not able to just pay for a road free and clear. We would need to assess it.

So one way this could proceed would be for Mr. Herbst to petition the Village Board to pave his road and prepare plans to do it. And involved in those plans would be the acquisition of property to condemn right of way in order to put that road in there so that we could get that road in there and it could be property maintained going forward. That's one of the reasons we don't maintain that is because it's really not a -- I mean we've run a plow down it to the extent that it's cold patched over the years that's happened.

We have a sewer main and a water main easement in there, but we don't have the right of way. And really to accommodate a stormwater plan we can't base it on two parcels. That street water that is going to come down that road to the lowest point and in this case it goes east we're in the same trap. We need to be able to have enough right-of-way in order to make those improvements and get them out. And that would be assessable as well. So my recommendation to Mr. Herbst would be to submit a petition requesting the street be improved and that the stormwater system be improved, and that the residents be assessed for that improvement. And that assessment would also include acquisition of properties. The first problem we're going to take care of is we need to have a right of way that we can legally work in.

Steve Kumorkiewicz:

I've got a question for Mike.

John Steinbrink:

We can't really discuss this too much because it's not an agenda item. I'm just asking this information for Mr. Herbst so he understands what the process is. So if you want to do that, put a petition together. Were you able to hear Mike okay?

[Inaudible]

John Steinbrink:

I think if you call the Village here during the day somebody will give you all that information. As a citizen comment there's nothing we can do really on it. I'm just trying to give you some advice as to where to proceed next.

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[Inaudible]

John Steinbrink:

It's not going to do much putting it on the agenda for us.

Mike Pollocoff:

I think if it was on the agenda I'm not sure much more would be resolved than what it is today. And I think what we just talked about, and at the end of the day an action item is going to be getting a petition started and requesting that the Board make improvements and assess for those improvements.

John Steinbrink:

Some people will be for it and some people will be against it. That's always usually the way it goes. Thank you.

7. NEW BUSINESS

- A. Receive Plan Commission recommendation and consider Ordinance #14-27 to amend the Village 2035 Comprehensive Plan related to the Lakeview West Neighborhood Plan including a portion of the River Woods Neighborhood Plan.**

Jean Werbie-Harris:

Mr. President and members of the audience and the Trustees, on March 11, 2013, the Plan Commission had adopted a resolution to initiate some amendments to the 2035 Comprehensive Plan as well as to the zoning district. And at that time it was done in order to address a new district that was being created in Pleasant Prairie. It was the M-5, Production Manufacturing Zoning District. And this allowed for specific manufacturing, production and office uses on specific properties that were located in proximity to I-94 and Highway 31 in the LakeView Corporate Park and other areas, again, by the Interstate.

The Board adopted these amendments to the Comprehensive Plan as well as the zoning ordinance to address just that M-5 District area. But then as the Village was preparing to put together an amendment to TID #2 it was discussed at that point that there should be a more extensive neighborhood plan that would be prepared as a result of the Riverview Corporate Park as well as the development on the east side of I-94 extending south of Highway C down to pretty much the State Line in Pleasant Prairie.

So we turned our attention and the Plan Commission held a public hearing this past spring that addressed a number of amendments to the Comprehensive Plan that addressed, again, the growth of the Riverview Corporate Park as well as some of the other potential development that was ideally going to be occurring by the Interstate.

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One of the things that we were also working on was the preparation of a TIA, a transportation impact analysis, which did a complete analysis of the impacts of new development throughout the Corporate Park but in particular in addition along this Highway 165 area south as a result of the Riverview Corporate Park and as a result of the existing development that's out there today.

So the Plan Commission did an initial presentation this past spring. As part of the TID one of the outcomes was that we needed to update and amend the Comprehensive Plan for the Lakeview West neighborhood as well as the River Woods neighborhood. So this specific area is outlined on the screen. Again identifies from about the 9300 block all the way down to just south of 122nd Street. What the neighborhood plan does is it identifies the potential land uses, road layouts, signal locations, access points for future industrial and commercial development along the east side of I-94. Again, this was in response to both Riverview but other development that was impending in that area.

We also looked at some very specific information with respect to the TIA where roundabouts potentially and signals could be located. And that study has been completed and has been submitted to the Wisconsin DOT for their approval. They have submitted some initial comments back, and now we've submitted some additional information to them. So as part of this amendment to the Comprehensive Plan on your screen there is the existing land use plan map as well as proposed land use plan map for the comprehensive changes. And this is the area north of 104th Street, east of 120th Avenue or the East Frontage Road.

In the packet it identifies that there are four different areas on this first map. Portions of Tax Parcel Number 92-4-122-192-0100 owned by Robert and Judy Schaffer generally located in the 9300 block of 120th Avenue, located in the Park and Recreation and Other Open Space with an urban reserve overlay are proposed to be changed to the Production Manufacturing with an Urban Reserve Overlay land use designation. The second is Tax Parcel Number 92-4-122-192-0302. This is land owned by the Village of Pleasant Prairie Community Development Authority. And Tax Parcel Number 92-4-122-193-0125 owned by WisPark, LLC. And, again, this is generally located south of that area as identified on the screen with the P for the Production Manufacturing.

The next area is Tax Parcel 92-4-122-193-0161 owned by WisPark generally located at the northwest corner of 165 and 120th Avenue. This is an area that's located within the Freeway Office Center land use designation, and it's proposed to be changed to the Freeway Oriented Service Center designation. So going into the F for the freeway and then finally the other parcel on this map is land identified as Tax Parcel Number 92-4-122-193-0166 owned by WisPark, LLC generally located at the northeast corner of 165 and 120th Avenue. And that is located within the Freeway Office Center land use designation, and it's proposed to be located in both the Freeway Oriented as well as the Office Use designations.

The next specific area is south of 110th Street, east of 120th Avenue, the East Frontage Road. And, again, if I can direct your attention to the map on the right hand side, the proposed land use map amendments. The first is Tax Parcel Number 92-4-122-301-0200 owned the Conservation Education, LLC, generally located west of the Des Plaines River, south of 110th Street. It's

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located within the Freeway Oriented Regional Retail Center with an Urban Reserve Overlay. And it's proposed to be located into the Park, Recreation and Other Open Space designation.

The next is Tax Parcel Number 92-4-122-303-0300 owned by Ries Partners, LP, and 92-4-122-312-0305 owned by James Hart and Delaine Farm Partners generally located along the 11600 block of 120th Avenue. They are located within the Production Manufacturing or the Freeway Oriented Regional Retail land use designations, and they'll be placed into the Production Manufacturing and Freeway Oriented Regional Retail designation. And those are the ones that are located right here.

The next are portions of Tax Parcel 92-4-122-312-0250 owned by Donald and Elizabeth Camacho, and Tax Parcel 92-4-122-312-0220 owned by Craig and Shannon Martin. And Tax Parcel 92-4-122-312-0200 owned by Thomas and Kenneth King. The next is Tax Parcel 92-4-122-312-0206 owned by King's Motel of Pleasant Prairie. The next is Tax Parcel Number 92-4-122-312-0210 owned by Refik and Idise Beshiri located between I-94 and 120th Avenue. They're located within the Freeway Oriented Regional Retail land use designation and are proposed to be located in both the Production Manufacturing and the Freeway Oriented Regional Retail Center.

The next is Tax Parcel Number 92-4-122-313-0275 owned by Carl Coulson generally located at the southwest corner of ML or 122nd Street and 120th Avenue within the Freeway Oriented Regional Retail land use designation, and it's proposed to be in the Freeway Oriented Service Center with an Urban Reserve Overlay designation located right at the corner.

The next is 92-4-122-313-0200 owned by Allen and Michealene Day, Tax Parcel Number 92-4-122-313-0295 owned by Rae Pharr-Taylor and Marc James Taylor, Tax Parcel Number 92-4-122-313-0293 owned by Allen and Michealene Day, and Tax Parcel Number 92-4-122-313-0290 owned by Garrett and Cindy Wood, and Tax Parcel Number 92-4-122-313-0285 owned by Grace Drath, and Tax Parcel Number 92-4-122-313-0205 owned by Mark and Pat Kirschhoffer. These are all generally located south of County Trunk Highway ML in this area, and they are located within the Freeway Oriented Regional Retail land use designation, and they're all proposed to be located within the Production Manufacturing land use designation. The Urban Reserve land use designation and all other designations will remain on the property.

The next is Tax Parcel Number 92-4-122-314-0200 owned by Sherri Chmielecki located at 11009 122nd Street. They are currently located in Freeway Oriented Regional Retail and are proposed to go into the Low Density Residential land use designation. The next is Tax Parcel Number 92-4-122-314-0100 owned by Carl E. Prymula Dec of Trust dated 4/8/98 and Charles E. Prymula generally located north of the Wisconsin/Illinois state line at the 11000 block that are located within the Low Density Residential land use designation are proposed to be located within the Production Manufacturing land use designation.

And finally Tax Parcel Number 92-4-122-313-0100 owned by Fossland Trust generally located north of the Wisconsin/Illinois state line and east of I-94 that are located within the Freeway Office Center land use designation are proposed to be located within the Production Manufacturing land use designation.

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And, finally, the last change would be to amend Appendix 10-3 of the Village of Pleasant Prairie 2035 Comprehensive to reflect all of the changes in the land use plan map. And this was a matter of substantial public hearing that was held back in I believe it was February of this year. And, again, a number of these changes were initiated as a result of some follow up, at least in this case, to the TID as well as to update the area to reflect a Comprehensive Plan for not only the Lakeview West area but the Riverview area as well. The staff and the Plan Commission recommended approval as presented.

Michael Serpe:

There's a representative of WisPark. Do you have any comments on this, Jerry?

Jerry Franke:

Jerry Franke, WisPark, 301 West Wisconsin Avenue, Milwaukee. We are supportive of the staff recommendation. Appreciate it.

Michael Serpe:

Move approval of 14-27.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion?

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #14-27 TO AMEND THE VILLAGE 2035 COMPREHENSIVE PLAN RELATED TO THE LAKEVIEW WEST NEIGHBORHOOD PLAN INCLUDING A PORTION OF THE RIVER WOODS NEIGHBORHOOD PLAN; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – SERPE – AYE; KUMORKIEWICZ – AYE; STEINBRINK – AYE; ALLEN – AYE; KECKLER – AYE; MOTION CARRIED 5-0.

John Steinbrink:

Motion carries unanimously.

B. Receive Plan Commission recommendation and consider Ordinance #14-28 to approve several Zoning Map Amendments related to vacant land generally located north of STH 165 (104th Avenue) along 120th Avenue (East Frontage Road); portions of Tax Parcel Number (TPN) 92-4-122-192-0302; portions of TPN 92-4-122-193-0125 generally located at the 9300 block of 120th Avenue (East Frontage

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Road) and TPN 92-4-122-193-0161 and 92-4-122-193-0166 generally located at the northwest and northeast corners of STH 165 and 120th Avenue (East Frontage Road).

Jean Werbie-Harris:

Mr. President and members of the Board, as you know as required by the Village's Comprehensive Plan, the land use plan map shall be consistent with the zoning ordinance. Therefore, based on the Lakeview West neighborhood plan and the land use plan amendments as we previously discussed the following zoning map amendments on vacant land generally located north of Highway 165 or 104th Street along I-94 and 120th Avenue which is the East Frontage Road they are proposed to ensure that the Village zoning map and Comprehensive Plan Map are consistent. And those changes are shown on the overhead.

The first is to rezone from B-5, Freeway Office District, to M-5, Production Manufacturing District looking at the parcel that's further to the north, and that is Tax Parcel Number 92-4-122-192-0302 which is owned by the Village of Pleasant Prairie Community Development Authority. The second immediately south, again, to rezone this property from the B-5, Freeway Office District, to the M-5, Production Manufacturing District and this is owned by WisPark, LLC, Tax Parcel 92-4-122-193-0125.

The third parcel is Tax Parcel Number 92-4-122-193-0161, and then a second parcel Tax Parcel Number 92-4-122-193-1066. Both of these properties are owned by WisPark, LLC. They're generally located at the northwest and northeast corners of 165 and 120th Avenue which is the East Frontage Road. Again, these are currently zoned B-5 which is the Freeway Office District, and they're proposed to be rezoned into the B-4, Freeway Service Business District.

As a reminder, any of the properties that are zoned C-1 which is Lowland Resource Conservancy District or the FPO which is Floodplain Overlay District those specific districts will remain unchanged on these properties. This is a matter that was before the Village Plan Commission back in the spring, and the Plan Commission and the Village staff recommend approval as presented.

Steve Kumorkiewicz:

I've got a question. Why those two properties just north of 104th are going from B-5 to B4? What's the difference between the two?

Jean Werbie-Harris:

The B-5 is an office district, and they were requesting and the Village staff is supporting the B-4 which is a Freeway Service District which is gas, food and lodging. So they're requesting to go from the office district. So from B-5 to B-4 for only those properties.

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Steve Kumorkiewicz:

Something is bothering me. When you're talking about that we can put servicing trucks or whatever in the area [inaudible].

Jean Werbie-Harris:

It's up to the Plan Commission and the Board to decide specifically what land uses if they require a conditional use or a special use permit if they're allowed to go within that district. But with respect to the B-4 District, it's very limited. It does allow for gas, food, lodging and convenience store like a Walgreens. So those are the four main uses within that district. Again, it's still up to the Plan Commission with respect to a conditional use permit. For example gas stations require a conditional use. So it's not a use that's permitted as a matter of right. It's only permitted with a conditional use permit. So if the Plan Commission decides that they don't want a particular gas station at that location for some reason or a particular type of use that extends beyond the type of use as listed in a principal or permitted use, then they can make that decision not to approve that permit.

Steve Kumorkiewicz:

I don't know, I've got my reservations in this.

Michael Serpe:

Steve, if you're worried about a truck stop taking place that's not going to happen.

Steve Kumorkiewicz:

That's what I'm worried about.

Michael Serpe:

I don't think you have to worry about that.

Steve Kumorkiewicz:

Okay, that was my concern.

John Steinbrink:

Jerry, you have something to add?

Jerry Franke:

May I address the issue?

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John Steinbrink:

I believe so.

Jerry Franke:

You know the Village's property immediately to the southwest is zoned it's very much a similar composition, B-4. Same zoning we're requesting. Secondly, this property has been zoned for office purposes, I joined this company back in 1988, we have had zero, zero interest on this quadrant for any kind of office use. To carry the property -- those two parcels, by the way, have paid about I think its \$300,000 a year in real estate taxes. They've been an unbelievable deal for the Village. We can longer continue to carry these properties for uses that are obviously not in the near term market.

Office use is one of the greatly changing commercial real estate categories there are. People are not building offices like they use to. More people are telecommuting. More people are doing all kinds of other things. We just need to recognize the market conditions that this is not an office location on the north side of that road now or anytime in the near future or mid term future.

John Steinbrink:

And I think Jean explained it, it's with Planning Commission and Board approval on what goes in there.

Jerry Franke:

We understand that. We were here with the Flying J issue back in 1988. Mike and I went to St. Louis one snowy Tuesday evening to take a look at a Flying J office. I remember all of that. But there are demands for services that merit consideration. If we can come up with a use that's acceptable we'll proceed. Right now the zoning doesn't allow that. It's establishing a district that just does not have market demand.

Steve Kumorkiewicz:

But I look at the big truck stop on Russell Road on the entrance to 41 on 94 right by the border of Russell Road.

John Steinbrink:

That's not what this is.

Jerry Franke:

That's not what we're talking about doing.

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Steve Kumorkiewicz:

That's what I'm looking at.

Jerry Franke:

No, we're not looking at that at all. And when we do have a use it will have to come before the Plan Commission and a conditional use and, Jean, does it have to come to the Village Board at all?

Jean Werbie-Harris:

No, it just goes to the Plan Commission.

Jerry Franke:

But we don't want any truck stop there either.

Steve Kumorkiewicz:

I want to make sure of that.

Jerry Franke:

Pardon?

Steve Kumorkiewicz:

I said I want to make sure of that.

Jerry Franke:

Understood. You've got more authority on that than I do.

John Steinbrink:

Okay, thank you, Jerry.

Steve Kumorkiewicz:

Thank you, Jerry.

Clyde Allen:

I make a motion to approve.

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Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for approval. Any further discussion?

ALLEN MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #14-28 TO APPROVE SEVERAL ZONING MAP AMENDMENTS RELATED TO VACANT LAND GENERALLY LOCATED NORTH OF STH 165 (104TH AVENUE) ALONG 120TH AVENUE (EAST FRONTAGE ROAD); PORTIONS OF TAX PARCEL NUMBER (TPN) 92-4-122-192-0302; PORTIONS OF TPN 92-4-122-193-0125 GENERALLY LOCATED AT THE 9300 BLOCK OF 120TH AVENUE (EAST FRONTAGE ROAD) AND TPN 92-4-122-193-0161 AND 92-4-122-193-0166 GENERALLY LOCATED AT THE NORTHWEST AND NORTHEAST CORNERS OF STH 165 AND 120TH AVENUE (EAST FRONTAGE ROAD); SECONDED BY SERPE; MOTION CARRIED 5-0.

C. Receive Park Commission recommendation and consider naming the new Village park located in the 9100 block of 26th Avenue.

Mike Pollocoff:

Mr. President, the Pleasant Prairie Park Commission considered recommendations that were obtained from the staff through our open Village Hall website where we had asked the citizens to help us name this park that was formerly the site of Manutronics when they were in south Kenosha. Chris Christiansen did a good job of putting out the history that existed on that property which at times was fairly colorful. If you go by there today you can see the impacts of removing that building, doing some of the stream bed work to take care of flooding problems in that area. And we were able to do all that with a CDBG grant at no cost to the residents or the Village.

So 108 individuals visited the online topic and 12 of them left feedback, and that 12 was really covered by people who were willing to sign their names to it. You can see the list before you. It was clear that the majority of the respondents as well as the Village Park Commission recommended that Brookside Gardens Park be the new name for this park. Brookside Gardens is the name of the subdivision that consists of south Kenosha, so they made their recommendation on August 5th to the Village Board to so name this park. This along with Halloween is another one of the things that you have a lot of control over. So approach this with some judicious thought.

John Steinbrink:

The good news is it did solve a serious water problem. So thanks to the Village's hard work and everybody and we did it for a pretty good price.

Village Board Meeting
August 18, 2014

Michael Serpe:

I move to concur with the Park Commission's recommendation.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion?

SERPE MOVED TO CONCUR WITH THE PARK COMMISSION RECOMMENDATION AND APPROVE THE NAME OF THE NEW VILLAGE PARK LOCATED IN THE 9100 BLOCK OF 26TH AVENUE TO BE BROOKSIDE GARDENS PARK; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

D. Consider Resolution #14-25 to amend the 2014 General Fund Budget.

Kathy Goessl:

Mr. President and the Village Board, I have three more budget amendments to bring forward tonight. I'll bring these forward, and then I'll explain what I would like to do going forward with these budget amendments. The three that I have, and these are brought forward to you based on procedures that we had put in place years ago. Anything that goes between revenue and expense in the general government or between departments we in our procedures identify that we need to bring them to the Village Board.

So the first one I have is in the police area. The police department parking enforcement vehicle was damaged beyond repair. Therefore, the vehicle was totaled, and we received a \$11,638 reimbursement from the insurance company. So this budget amendment actually recognizes the insurance award that we received, and then increased the police capital so they can have the money to help replace the parking enforcement vehicle.

The next one I have is to do with weed complaints. Weed complaints is like a moving task now. It used to be in public works. It moved to inspection, now it's moving to engineering. So in order for the department to control their own expenses we're moving the actual budget that was budgeted by the inspection department out of inspection which was \$9,000 into engineering for them to have that expense and to work through the weed complaints that we have.

And the last one I have is to do with personnel within the inspection, engineering and also assessing department. The clerical position within engineering was moved to inspection, so this recognizes that movement from reducing the budget in inspection, increasing it in engineering, and then the allocation was changed based on how that person was working. So those are three budget amendments that I have to bring forward to you for approval tonight.

Village Board Meeting
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I'm going to review with the Village Administrator our procedures. Our procedures are based on our old system that we had, and we are just finishing up now in the spring here with our new implementation and our financial software that we have. It's a lot easier to make budget amendments right now or transfers, and we're requiring more of the departments to make transfers in their budgets. Because if they put a requisition in and I can see, and it will come to me saying they're over budget in an account, then I will go back to them and say I need a budget amendment to make sure that in your total budget you have this accounted for and that it won't go over [inaudible] budget. So it's very easy for them to go out there and make a transfer between a couple accounts or increase their revenue that they know is going up and compensate it for some increased expenses in their budget.

So my recommendation in the future is to bring to you guys actually things that changed the budget in total. And that would be, for example, when we authorized additional salt to be purchased and we took it from the reserves. That's the type of budget amendments or transfers I believe you guys should approve. So we'll review our internal procedures in terms of the budget amendments. We can bring that to the Board to approve what we have made a decision to do and help improve the process and how it flows through the system. But for tonight I do have these budget amendments that are in our current procedures that I'm asking for authorization for.

Kris Keckler:

Move to accept recommendation for budget transfers.

Clyde Allen:

Second.

John Steinbrink:

Motion by Kris, second by Clyde for adoption. Any further discussion? Wouldn't it be ironic if we had an old fire vehicle we could recycle around and make it [inaudible] and use it as our parking vehicle. Any further discussion?

Clyde Allen:

Just a comment. Kathy, your little follow up about what you'd like to see in the future I agree with that. There's no reason to micromanage the little stuff that department heads should have their control over and not restrict them by what they're doing. So I agree with what you're trying to do.

Kathy Goessl:

Thank you.

Village Board Meeting
August 18, 2014

John Steinbrink:

Any other comments or questions

KECKLER MOVED TO ADOPT RESOLUTION #14-25 TO AMEND THE 2014 GENERAL FUND BUDGET AS PRESENTED; SECONDED BY ALLEN; MOTION CARRIED 5-0.

E. Consider reappointment to the Kenosha Area Chamber of Commerce Board of Directors.

Mike Pollocoff:

Mr. President, currently the Village is representative to the Kenosha Area Chamber is Chris Christianson. I believe she's Vice Chair of the Chamber of Commerce right now. So I'd recommend that her sentence be extended to August 31 -- her appointment be extended to August 31, 2016.

Steve Kumorkiewicz:

So moved.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Any further discussion?

KUMORKIEWICZ MOVED TO REAPPOINT CHRISTINE CHRISTIANSON TO THE KENOSHA AREA CHAMBER OF COMMERCE BOARD OF DIRECTORS TO AUGUST 31, 2016; SECONDED BY KECKLER; MOTION CARRIED 5-0.

8. VILLAGE BOARD COMMENTS

John Steinbrink:

The triathlon was a success?

Mike Pollocoff:

Yeah, it went off really well. Had super weather. They've indicated they want to come back again next year, and we renewed their three year contract.

Village Board Meeting
August 18, 2014

Kris Keckler:

School is starting shortly in two weeks. And so just a reminder everybody be safe on the roads and watch out for all the little kids and those new drivers out there.

John Steinbrink:

Hopefully they'll finish the roundabout at H and C before school starts.

Kris Keckler:

It will not. I've already inquired.

John Steinbrink:

So the buses are working on alternate routes?

Kris Keckler:

Our transportation director for Unified has already made alternate plans, so plan accordingly. So hopefully about two weeks after the start of the school year.

9. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:50 P.M.

**THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME
HOWEVER SEPARATE ACTION IS REQUIRED.**

Consider approval of an **Assignment of Development Agreement** for a Development Agreement originally entered into between the Village and King's Cove, LLC in April 2006 and being assigned to Thomas Interests, Inc. who is the owner of Lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 of the Kings Cove Subdivision and who will be completing the development pursuant to the Development Agreement.

Recommendation: Plan Commission recommends that the Village Board approve the **Assignment of the Development Agreement** to Thomas Interests, Inc. subject to the comments and conditions of the Village Staff Report of September 2, 2014.

Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of **Lot Line Adjustment including revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision.**

Recommendation: Plan Commission recommends that the Village Board approve the **Lot Line Adjustment including revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision** subject to the comments and conditions of the Village Staff Report of September 2, 2014.

Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of **Final Plat Amendments to the Kings Cove Subdivision** related to access restrictions, vacation of 115th Street, amendments to the Dedication and Easement Provisions and Restrictive Covenants on the Final Plat.

Recommendation: Plan Commission recommends that the Village Board approve the **Final Plat Amendments to the Kings Cove Subdivision** subject to the comments and conditions of the Village Staff Report of September 2, 2014.

Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of the **First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision.**

Recommendation: Plan Commission recommends that the Village Board approve the **First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision** subject to the comments and conditions of the Village Staff Report of September 2, 2014.

VILLAGE STAFF REPORT OF SEPTEMBER 2, 2014

Consider approval of an **Assignment of Development Agreement** for a Development Agreement originally entered into between the Village and King's Cove, LLC in April 2006 and being assigned to Thomas Interests, Inc. who is the owner of Lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 of the Kings Cove Subdivision and who will be completing the development pursuant to the Development Agreement.

Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of **Lot Line Adjustment including revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision.**

Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of **Final Plat Amendments to the Kings Cove Subdivision** related to access restrictions, vacation of 115th Street, amendments to the Dedication and Easement Provisions and Restrictive Covenants on the Final Plat.

Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of the **First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision.**

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME HOWEVER SEPARATE ACTION IS REQUIRED.

The King's Cove Subdivision was platted by King's Cove, LLC in 2006. The required subdivision improvements pursuant to the Development Agreement (2006) have not yet been completed and Lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 were transferred by Sheriff's deed to the Bank of Kenosha (2011). The Village had been working with the bank for several years related to completing the remaining public improvements and making modifications to the grading of the lots as a result of a recent floodplain study done along the Tobin Creek.

The Bank had received approval on October 15, 2012 by the Village Board for the discontinuance of a portion of 115th Street within the Kings Cove Subdivision west of 18th Avenue, which was designated as a public right-of-way on the Final Plat of the Kings Cove Subdivision. The 115th Street roadway was never constructed as a part of the development of the Kings Cove Subdivision and it has been determined through a recent floodplain study that the land within and adjacent to this 115th Street right-of-way is located within the 100-year floodplain. In addition, municipal sanitary sewer, water and storm sewer infrastructure were never constructed in said right-of-way. Based on the environmental floodplain restrictions on the land within and adjacent to the platted 115th Street right-of-way, it is unlikely that further development could occur west of the 115th Street right-of-way as originally anticipated. The discontinued right-of-way was transferred to the adjacent Lots 3 and 4.

At this time Lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 of the Kings Cove Subdivision have been purchased by Thomas Interests, Inc. who is intending to complete the remaining public improvements and make modifications to the grading of the lots as a result of a recent floodplain study done along the Tobin Creek. The completion of both Private and Public Improvements and the modifications requested required the Village's approval of an Assignment of Development Agreement, amendments to the Final Plat, amendments to the Declaration of Restrictions, Covenants and Easements, a Lot Line Adjustment and revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision.

Assignment of Development Agreement: The ***attached*** Assignment of the Development Agreement for King's Cove shall be finalized and executed prior to work commencing on the remainder of the public/private improvements within the Development. The Developer is also required to supplement the existing cash on deposit with additional funds to complete the Required Public and Private Grading Improvements. As the new owner/developer for the Kings Cove Subdivision, Thomas Investments, Inc., will be financially responsible to complete the outstanding improvements for the Subdivision. Cash on deposit (or a letter of credit) shall be provided to the Village to ensure there are adequate funds to complete the remaining outstanding public improvements pursuant to said Development Agreement. (See the ***attached*** Cost Breakdown Analysis).

The following improvements pursuant to the Development Agreement need to be completed: final lift of asphalt on the public road (includes remove and repair of curb and gutter, interim inlet adjustment, base patching, adjust manholes and install chimney seals, adjust water valves, mill existing curb line asphalt ramp) installation of street trees, abandon and cap sewer and water stubs (at the vacated 115th Street), televising and lot survey certification.

Revised Grading Plan and Lot Line Adjustment

Lots 3, 4 and 5 are proposed to be adjusted as a result of the vacated 115th Street as discussed above. Lots 3 and 4 are proposed to be 20,551 square feet with 157 feet of frontage on 18th Avenue and Lot 5 is proposed to be 19,548 square feet with 142.81 feet of frontage on 18th Avenue.

All lots meet the minimum lot area and frontage of the zoned R-4, Urban Single Family Residential District which requires lots to be a minimum of 15,000 square feet with 90 feet of frontage. The Lot Line Adjustment will comply with the requirements set forth in the Village Zoning Ordinance and Land Division and Development Control Ordinance.

A revised Grading Plan for Lots 3, 4 and 5 shows the 100-year floodplain within the Storm Water Drainage Access and Maintenance Easements along the side and rear property lines. As noted on the plans, the 100-year floodplain is based on the "Tobin Creek Floodplain Evaluation" prepared by R.A. Smith National, dated May 12, 2009. The floodplain in the project area is currently unofficial however; the Tobin Creek Floodplain Evaluation is the best available floodplain information the Village currently has for the area."

A separate illustration and legal descriptions stamped by a Wisconsin Registered Land Surveyor has been provided and is ***attached*** as an Exhibit to the Storm Water Drainage Access & Maintenance Easement. This easement shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy provided to the Village within 30 days of recording and prior to issuance of any permits.

The Developer intends to build the houses on Lots 3, 4 and 5 and bring the elevations to the grade as shown on the revised grading plan as homes are built, using the fill generated by excavations for the basements and bringing in additional fill as needed to achieve the required grade. Upon completion of the grading, a topographic survey shall be completed by a WI Registered Land Surveyor and the grades shall be certified for each of Lots 3, 4 and 5 prior to issuance of the verbal occupancy. The Developer has indicated that he will contact the owner of the home on Lot 2 if any changes are needed to be made to his swale and he will be responsible to re-seed disturbed area as necessary.

Final Plat Amendments. As a result of the revised grading plan, adjustment of the Lots and new storm water easements, the following changes are being made to the Final Plat. An Affidavit of Amendment to the Plat shall be provided to the Village for execution.

- The access restriction are being revised to prohibit access from Lots 1 and 2 to 116th Street and that the driveway access on 18th Avenue for Lots 1 and 2 to be a minimum of 100 feet from the centerline of 116th Street to the centerline of the driveway.
- Notes. Easements and Restrictive Covenants related to the future 115th Street extension were removed since this right-of-way was vacated.

First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision. As a result of the changes being made to the Plat related to Access and new storm water easements, the Declarations are being amended.

RECOMMENDATIONS:

Plan Commission recommends that the Village Board approve the **Assignment of the Development Agreement to Thomas Interests, Inc. subject to the above comments and the following conditions:**

1. The ***attached*** Assignment of the Development Agreement shall be finalized and executed by all parties prior to issuance of any permits and commencement of remaining public improvements.
2. The required Financial Commitment to complete the Required Public and Private Grading Improvements shall be submitted to the Village. This shall be either a letter of credit or cash on deposit with the Village will need to be provided to insure there are adequate funds to complete the remaining outstanding public improvements pursuant to said Development Agreement. (See the ***attached*** Village Engineer's Cost Estimate).
3. A copy of the selected contractor's bid costs and executed contract documents has been provided. The selected contractor must be a Village pre-qualified contractor complying with Chapter 150 of the Village Municipal Code.
4. Five (5) copies and a pdf of all Exhibits noted in the Assignment shall be provided to the Village.
5. The Village will host a closing to accept the financial commitment and execute the Assignment of the Development Agreement within 10 days of Village Board approval.

Plan Commission recommends that the Village Board approve the **Lot Line Adjustment including revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision subject to the above comments and the following conditions:**

1. The Lot Line Adjustment subject to the petitioners recording the proper transfer documents with the Plat of Survey for the Lot Line Adjustment as an Exhibit with the Kenosha County Register of Deeds Office within 30 days of final Village Board approval.
2. A separate illustration and legal descriptions stamped by a Wisconsin Registered Land Surveyor has been provided and is ***attached*** as an Exhibit to the Storm Water Drainage Access & Maintenance Easement. This easement shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy provided to the Village within 30 days of recording and prior to issuance of any permits.

3. As noted above, the Developer intends to build the houses on several lots including Lots 3, 4 and 5 and bring the Lot 3, 4 and 5 grades to the grades as shown on the approved grading plan as homes are built, using the fill generated by excavations for the basements and bringing in additional fill as needed to achieve the required grade. Upon completion of the grading work on Lots 3, 4 and 5, three (3) paper copies, a pdf and digital data that meets the Village's criteria topographic survey (one foot contours, spot elevations at the property line and swale centerlines) shall be completed, grades certified and stamped by a Wisconsin Licensed Professional Engineer to verify that the areas were graded pursuant to the approved plans prior to issuance of the Certificate of Occupancy.
4. The Developer has indicated that he will contact the owner of the home on Lot 2 if any changes are needed to be made to his swale and he will be responsible to re-seed disturbed area as necessary. If any changes are required for Lot 2, then an Erosion Control Permit for this Lot will also be required. Upon completion of the grading work on Lot 2, three (3) paper copies, a pdf and digital data that meets the Village's criteria topographic survey (one foot contours, spot elevations at the property line and swale centerlines) shall be completed, grades certified and stamped by a Wisconsin Licensed Professional Engineer to verify that the areas were graded pursuant to the approved plans.

Plan Commission recommends that the Village Board approve the **Final Plat Amendments to the Kings Cove Subdivision** subject to the above comments and the following conditions:

1. The Affidavit of Amendment to the Plat shall be provided to the Village, executed and recorded with the Kenosha County Register of Deeds Office and copies of recorded documents shall be provided to the Village within 30 days of final Village Board approval.
2. All Village fees incurred by the Village Community Development Department and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. If fees are not paid in a timely manner the Village will not continue to review said plans.
3. All Village fees incurred by the Village Engineer and/or expert assistant required by the Village throughout the development process will be billed directly to the owner/developer. Such fees shall be paid in a timely manner. If fees are not paid in a timely manner the Village will not continue to review said plans.

Plan Commission recommends that the Village Board approve the **First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision** subject to the subject to the executing and recording of the document at the Kenosha County Register of Deeds and a recorded copy of the document shall be submitted to the Village within 30 days of Village Board approval

**ASSIGNMENT OF THE
DEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF PLEASANT PRAIRIE AND THOMAS INTERESTS, INC.
REGARDING KING'S COVE SUBDIVISION**

THIS ASSIGNMENT OF THE DEVELOPMENT AGREEMENT ("Assignment") is entered into by and between, Thomas Interests, Inc., a corporation, with a business address at 5732 95th Avenue, Suite 400, Kenosha, WI 53144 (the "Developer") and the VILLAGE OF PLEASANT PRAIRIE, a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (hereinafter referred to as the "Village"), regarding the King's Cove Subdivision. The modified King's Cove Subdivision plat and legal description is attached hereto as **Exhibit A** (hereinafter also referred to as the "Development").

WHEREAS, King's Cove, LLC ("Original Developer") and the Village executed a Development Agreement dated April 6, 2006 ("Agreement") for the Development, setting forth the approval conditions and the responsibilities and obligations with respect to matters related to the construction, inspection, use and maintenance of the Required Public and Private Improvements for the Subdivision (the "Improvements"); and

WHEREAS, King's Cove, LLC financially defaulted in April 2011 and the Subdivision ownership was then transferred to its lender the Bank of Kenosha by a sheriff's deed. At that time, the Village demanded that the balance of the letter of credit funds be converted and transferred to the Village as cash on deposit, to complete the outstanding required Improvements pursuant to the Development Agreement;

WHEREAS, Thomas Interests, Inc. ("Thomas") acquired the King's Cove Subdivision from the Bank of Kenosha in December, 2013 and is now requesting to take over the Developer responsibilities and obligations for the completion of the Subdivision (**Exhibit B**).

WHEREAS, Thomas has prepared a Lot Line Adjustment (for Lots 3, 4 and 5), including some language modifications to the Subdivision Plat (**Exhibit C**) and the First Amendment to the Declaration of Restrictions, Covenants and Easements (**Exhibit D**), which are attached to this Agreement.

WHEREAS, Thomas has requested that in accordance with Paragraph 45 of the Agreement, there be an Assignment of the Agreement to Thomas, subject to the prior approval of the Village Board of Trustees. Thomas has agreed to execute this Assignment and both the Village and Thomas desire to reduce the terms and conditions of this Assignment to writing as set forth below.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Agreement shall be assigned to Thomas (an "Approved Assignee") subject to the prior approval of the Village Board (which was granted at a meeting held September ____, 2014) and the following: (a) such Approved Assignee shall become the new "Developer" under the Agreement; (b) all of the obligations and responsibilities of the Developer as set forth in the Agreement shall devolve upon and be assumed by such Approved Assignee; and (c) the Village will look solely to such Approved Assignee for the future performance of the obligations arising under the Agreement. After such assignment, the term "Developer" shall mean such Approved Assignee.

2. The Approved Assignee has been designated to, and hereby agrees to, assume all obligations of the Developer under the Agreement.
3. The Original Developer has completed, and the Village Board has accepted, the Improvements listed on **Exhibit E** attached hereto and incorporated herein by reference.
4. Thomas acknowledges and agrees that, pursuant to Section 45 of the Agreement, Thomas is financially responsible for the completion of the Improvements (including without limitation filling and lot grading) to the satisfaction of the Village. Financial security, in a form satisfactory to the Village, shall be provided to the Village to guarantee and secure the full obligations of Thomas as the Developer to guaranty and warranty the Improvements until they are completed, inspected and dedicated to the Village. The Required Private Improvements on Lots 3, 4 and 5 shall also be completed and inspected by the Village prior to the issuance of any verbal or written occupancy permits on Lots 3, 4 and 5. The outstanding Required Public Improvements and Required Private Improvement contracts and cost break-down analysis for the Development are set forth in the attached **Exhibit F**. **Exhibit F** is a good faith estimate, based on information available to the Village as of this date, of the outstanding Required Public Improvements and Required Private Improvements under the Agreement.
5. Unless specifically modified by this Amendment, all other provisions and covenants contained within the Agreement, Memorandum of Development Agreement and/or Land Division and Development Control Ordinance on file with the Village shall remain in full force and effect for the Development.
6. The cash on deposit with the Village and the supplemental cash on deposit or letter of credit provided by Thomas to the Village (**as shown on Exhibit F**) are required to secure the Developer's financial obligations to complete the Required Public and Private Improvements and to financially guarantee the completion of the Required Public Improvements.

IN WITNESS WHEREOF, the Developer and the Village have caused this Amendment to be signed and dated as of this _____ day of _____, 2014.

Signatures and notary seals appear on the next page.

THOMAS INTERESTS, INC.

By: Gary Thomas, Secretary and Treasurer

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014, the above-named Gary Thomas, known to me to be the Secretary and Treasurer of said Thomas Interests, Inc. and acknowledged that he executed the foregoing instrument as such officer and on behalf of said limited liability company.

Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

VILLAGE OF PLEASANT PRAIRIE

By: John P. Steinbrink, Village President

ATTEST:

By: Jane M. Romanowski, Village Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014, the above-named John P. Steinbrink, Village President, and Jane M. Romanowski, Village Clerk, of the Village of Pleasant Prairie, and to me known to be such President and Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers in their authority of said municipal corporation.

Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

This document was drafted by:
Jean Werbie-Harris, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

and Timothy J. Geraghty
Godin Geraghty Puntillo Camilli, SC
6301 Green Bay Road
Kenosha, WI 53142

Res/Kings Cove/Amendment for Assignment-Kings Cove

- EXHIBIT A – King’s Cove Subdivision Plat
- EXHIBIT B – Ownership Documentation
- EXHIBIT C – King’s Cove Lot Line Adjustment (Lot 3, 4 and 5)
- EXHIBIT D – First Amendment to the Declaration of Restrictions, Covenants and Easements
- EXHIBIT E – Completed Improvements Accepted by the Village
- EXHIBIT F – King’s Cove Subdivision Utility Modifications, Revised Grading Plans, Cost Breakdown Analysis and Estimate, and Receipt for Cash on Deposit or letter of credit

DOCUMENT
1475284
RECORDED
At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 4/07/2006 at 12:05PM \$50.00
REGDEEDS JOES

KING'S COVE SUBDIVISION

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 23 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

Exhibit A

3850

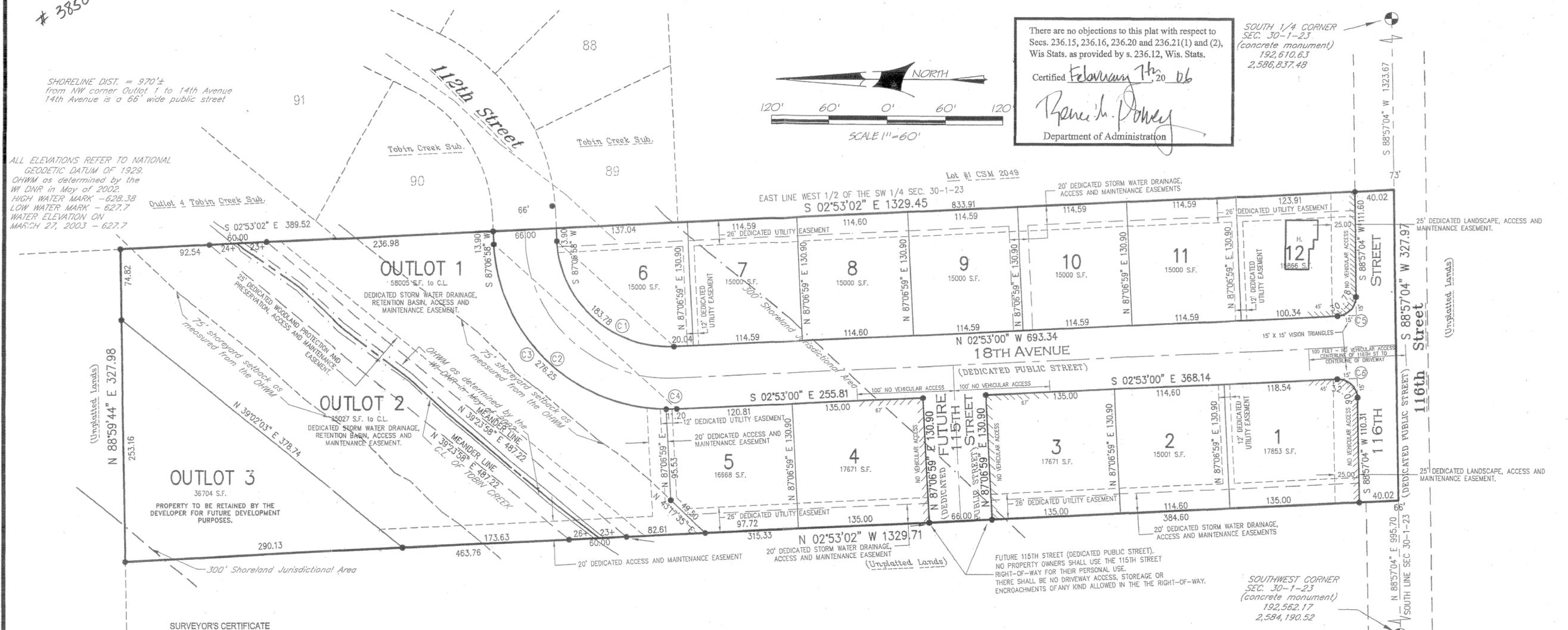
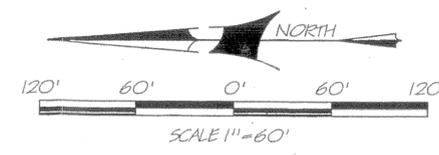
SHORELINE DIST. = 970'±
from NW corner Outlot 1 to 14th Avenue
14th Avenue is a 66' wide public street

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929.
OHWM as determined by the
WI DNR in May of 2002.
HIGH WATER MARK - 628.38
LOW WATER MARK - 627.7
WATER ELEVATION ON
MARCH 27, 2003 - 627.7

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified *Fabian J. Th...*
Benjamin J. Doney
Department of Administration

SOUTH 1/4 CORNER
SEC. 30-1-23
(concrete monument)
192,610.63
2,586,837.48



SURVEYOR'S CERTIFICATE

I, JAMES E. ROBINSON, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped "KING'S COVE SUBDIVISION" located in the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, more particularly described as follows: That part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 23 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows: Begin at a point on the south line of said Section 30 located N88°57'04"E 995.70 feet East of the Southwest corner of said 1/4 section; run thence N02°53'02"W 1329.71 feet, parallel with the East line of said quarter section; thence N88°59'44"E 327.98 feet along the North line of said quarter section to the Northeast corner of said quarter section and the West line of Tobin Creek Subdivision; thence S02°53'02"E 1329.45 feet along the East line of said quarter section to the Southeast corner of said quarter section; thence S88°57'04"W 327.97 feet along said south line to the point of beginning. Subject to the rights of the public in and to 116th Street (Tobin Road). THAT I have made such survey, land division and plat under the direction of King's Cove LLC, owners of said land;

THAT such plat is a correct representation of the exterior boundaries of the land surveyed and the subdivision thereof made;

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Development Control Ordinances of the Village of Pleasant Prairie in surveying, dividing and mapping the same.

Date: 1-12-06

James E. Robinson
James E. Robinson, S-1283
Nielsen Madsen & Barber, S.C.
Racine, Wisconsin

Revised this 31st day of January, 2006.



CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD	TANGENT BEARING
C1	89°59'58"	117.00	183.78	116.96	S 42°06'59" W	165.44	S 87°06'58" W S 02°53'00" E
C2	89°59'58"	183.00	287.45	182.95	S 42°06'59" W	258.76	S 87°06'58" W S 02°53'00" E
C3	86°29'38"	183.00	276.26	172.13	S 43°52'09" W	250.76	
C4	03°30'20"	183.00	11.19	5.60	S 01°07'50" E	11.19	
C5	88°09'56"	20.00	30.78	19.37	S 46°57'58" E	27.83	S 02°53'00" E N 88°57'04" E
C6	91°50'04"	20.00	32.06	20.65	S 43°02'02" W	28.73	S 02°53'00" E S 88°57'04" W

NO LOTS SHALL HAVE DIRECT ACCESS TO 116th STREET AND THERE SHALL BE NO ACCESS ON 18th AVENUE AS MEASURED 100 FEET FROM THE CENTERLINE OF 116th STREET TO THE CENTERLINE OF THE PROPOSED DRIVEWAY. THE EXISTING DRIVEWAY FOR LOT 12 SHALL BE RELOCATED ONTO 18th AVENUE. THE CULVERT AND GRAVEL SHALL BE REMOVED FROM THE DRIVEWAY AND THE AREA REGRADED AND RESTORED.

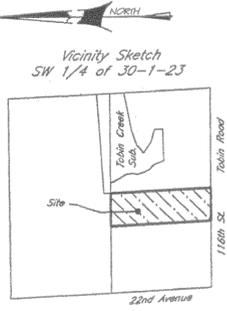
ACCESS SHALL BE RESTRICTED ON LOTS 3 AND 4. THERE SHALL BE NO DIRECT DRIVEWAY ACCESS TO 115th STREET AND THE ACCESS SHALL BE RESTRICTED ON 18th AVENUE TO A POINT 100 FEET FROM THE CENTERLINE OF 115th STREET TO THE CENTERLINE OF THE DRIVEWAYS FOR EACH LOT. NO ACCESS WILL BE ALLOWED ON 115th STREET UNLESS AND UNTIL THE STREET IS CONSTRUCTED.

OUTLOT 3

OUTLOT 3 SHALL NOT BE DEVELOPED OR IMPROVED IN ANY WAY, AND NO ZONING, BUILDING OR OCCUPANCY PERMIT SHALL BE ISSUED BY THE VILLAGE WITH RESPECT TO ANY SUCH LOT, UNTIL SUCH TIME AS PUBLIC SANITARY SEWER, WATER, STORM SEWER AND ROADWAY IMPROVEMENTS ARE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE THEN-CURRENT PROVISIONS OF THE VILLAGE OF PLEASANT PRAIRIE'S LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE, FREE OF CHARGE TO THE VILLAGE AND FREE OF ANY LIENS OR ENCUMBRANCES; AND/OR UNTIL SUCH TIME AS DEDICATIONS OF ROAD RIGHT-OF-WAY AND STORM WATER MANAGEMENT FACILITIES ARE MADE TO THE VILLAGE IN ACCORDANCE WITH THE THEN-CURRENT PROVISIONS OF SUCH ORDINANCE, FREE OF CHARGE TO THE VILLAGE AND FREE OF ANY LIENS OR ENCUMBRANCES; AND/OR UNTIL SUCH TIME AS ANY REQUIRED FEES ARE PAID TO THE VILLAGE TREASURER IN ACCORDANCE WITH THEN-CURRENT PROVISIONS OF SUCH ORDINANCE, THIS RESTRICTION SHALL RUN WITH THE LAND, SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE OF PLEASANT PRAIRIE, AND SHALL BE REMOVED OR MODIFIED ONLY UPON THE EXPRESS APPROVAL OF THE VILLAGE BOARD AND THE RECORDING OF AN AFFIDAVIT EVIDENCING SUCH APPROVAL, SIGNED BY THE VILLAGE PRESIDENT AND ATTESTED BY THE VILLAGE CLERK.

LEGEND AND NOTES

- BEARING BASE FOR THIS PLAT IS GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927. THE SOUTH LINE OF SECTION 30-1-23 IS ASSUMED TO BEAR N 88°57'04" E.
- ALL DISTANCES MEASURED TO THE NEAREST HUNDRETH OF A FOOT.
- ALL ANGLES TURNED TO THE NEAREST SECOND AND COMPUTED TO THE NEAREST HALF SECOND.
- DENOTES A 2.375" O.D. IRON PIPE STAKE SET, 18" IN LENGTH, WEIGHT OF 3.65lbs./lin. ft.
- DENOTES A FOUND 1" O.D. IRON PIPE STAKE
- ⊙ DENOTES CONCRETE MONUMENT WITH BRASS CAP.
- ////// DENOTES NO VEHICULAR ACCESS.



KING'S COVE SUBDIVISION
PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 23 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**KING'S COVE SUBDIVISION
DEDICATIONS AND EASEMENTS PROVISIONS**

1. The fee interest in the areas shown as Dedicated Public Streets on this Plat is hereby dedicated, given, granted and conveyed by the King's Cove LLC, (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (referred to as the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, mailboxes, sidewalks, for which by the Village, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the area of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements as noted above and pursuant to a Development Agreement between the Developer and the Village dated as of April 6, 2006 (subject to the rights of the Village to perform the same functions); (2) a nonexclusive easement hereby reserved by the Developer for the Owners of lots or outlots shown on this Plat which are adjacent to each such Dedicated Public Street for the planting and maintenance of grass, the maintenance and replanting of street trees, the clearance, maintenance, repair and replacement of sidewalks in the area between the roadway and their lot and outlot, if required by the Village, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the roadway and their lot and outlots as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); (3) a nonexclusive easement hereby reserved by the Developer for the King's Cove Homeowners Association, Inc. (hereinafter referred to as the "Homeowners Association") for the planting, installing, maintaining and replacing of landscape materials within the outlots, open space areas, retention basin areas, and planting screen areas shown on this Plat; the installing, and maintaining and replacing of lighting and signage elements in such outlot locations in accordance with Village-approved plans, and all related ingress and egress (subject to the rights of the Village to perform the same functions); and (4) a nonexclusive easement hereby reserved by the Developer for the Owners of lots or outlots for the clearance, maintenance, repair and replacement of any sidewalks if required by the Village, within the non-roadway areas of the Dedicated Public Streets shown on this Plat, in accordance with Village-approved plans and specifications, and all related ingress and egress (subject to the rights of the Village to perform the same functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Homeowners Association, or of the Owner(s) of any lot or outlot, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the grading, construction, installation, repair, alteration, replacement, planting and maintenance of the public and private street improvements, including, without limitation, pavement, curbs and gutters, street signs, street lights, street trees, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, sidewalks, if required by the Village, outlot areas, planting areas, utility and communication facilities and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the executed Development Agreement which is on file with the Village Clerk, and until such ownership and maintenance responsibilities are transferred to the Village or the Homeowners Association and its lot and outlot Owners.

2. Perpetual easements coextensive with the areas shown as Dedicated Utility Easement areas on this Plat are hereby dedicated, given, granted and conveyed by the Developer ("the Grantor") to the Wisconsin Electric Power Company d/b/a WE Energies, SBC and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots and outlots, (or portions thereof) shown on this Plat and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communications Grantees. The Utility and Communications Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees, unless a separate agreement is entered into between the Grantor and Grantees to transfer this responsibility to the Grantees. No buildings, fences, driveways or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communications Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements that such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private utility or communication companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility or communication company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed superior.

3. Perpetual nonexclusive easements coextensive with the areas shown as a 20' Dedicated Storm Water Drainage, Access and Maintenance Easement this plat on Lots 1 through 12 are hereby dedicated, given granted and conveyed by the Developer to the Village for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of the lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such other uses of the easement as may be approved by the Village. However, there shall be no buildings, fences, driveways, or retaining walls placed within the storm water drainage easement area, which obstructs, redirects or impedes drainage flows within the subdivision pursuant to Paragraph 1 of the Restrictive Covenants on this Plat. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of any lot Owner(s) or entities with respect to the 20' Dedicated Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainage way improvements as referenced in this paragraph and contained within these nonexclusive easements until such time as the lot is transferred to ownership and such easement maintenance responsibility is transferred to the new lot Owner(s).

4. Temporary nonexclusive easements coextensive with the areas shown as a Dedicated Public Street--18th Avenue, 115th and 116th Streets--on this Plat is hereby dedicated, given, granted and conveyed by the Village to the Developer for street pavement and curb and gutter improvements, sidewalks, if required by the Village, sanitary sewer, water, storm sewer and drainage system improvements, street trees, street lighting and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such public improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements and responsibilities granted herein and for such use, planting, care and maintenance of the terrace easement area by the lot or outlot Owner(s) shown on this Plat and/or future street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

5. A temporary nonexclusive easement coextensive with the areas shown as a Dedicated Public Street--115th Street--on this Plat is hereby dedicated, given, granted and conveyed by the Village to the Developer and to the Homeowners Association, collectively the lot Owners, for lawn maintenance, street tree planting, storm water drainage improvements, and for all related ingress and egress. This easement shall be exclusive, except for such coextensive Dedicated Utility Easements granted herein and for such use, planting, care and maintenance of the terrace easement area by the adjacent Lots 3 and 4 shown on this Plat and/or future street, driveway or other such use as may be approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

6. Perpetual nonexclusive easements coextensive with each area shown on this Plat on Lots 1 and 12 along 116th Street as a 25' Dedicated Landscape, Berm, Signage, Access and Maintenance Easement are hereby dedicated, given, granted and conveyed by the Developer to the Village for the purposes of grading/grading the berm; installation of erosion control measures; installation and planting of trees, shrubs and other landscape elements; installation, maintenance, removal and replacement of signage; installation and replacement of lighting; and all related ingress and egress. Notwithstanding the granting of such easements, the Village shall have no obligation to exercise its rights under these easements.

7. The fee interest in the areas shown as Outlots 1 and 2 on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Homeowners Association, its successors and assigns, and its successors-in-title, collectively the lot Owner(s), for storm water management purposes, retention/detention basin purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the area of Outlots 1 and 2 hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water management, retention basin grading and construction, drainage, and ingress and egress to the outlot pursuant to the Development Agreement between the Developer and the Village, which is on file with the Village Clerk and (2) a perpetual easement hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water drainage and management purposes, retention/detention basin purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. Notwithstanding the granting of such easements, the Village shall have no obligation to exercise its rights under these easements. The Developer shall be responsible for all costs associated with the rough and final grading, topsoiling, and seeding; installation and maintenance of erosion control; construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin and related structures construction and installation, alteration and maintenance of signage, lighting, fencing, street tree, landscaping, plantings, and utility and communications facilities until the Outlots have been topographically field verified by the Developer, and inspected, verified, dedicated and accepted by the Village in accordance with the terms and conditions of the executed Development Agreement which is on file with the Village Clerk.

8. The fee interest in the areas shown as Outlot 3 on this Plat is hereby retained by the Developer for the purposes of rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water drainage, installation and maintenance of signage; planting and installation of landscape materials, ingress and egress and future residential development pursuant to the Development Agreement entered into between the Developer and the Village, which is on file with the Village Clerk (subject to the rights of the Village to perform the same functions).

9. The Developer hereby dedicates, gives, grants, and conveys to the King's Cove Homeowners Association the following easements:

a. Perpetual nonexclusive easements coextensive with the areas shown as 20' Dedicated Storm Water, Drainage, Access and Maintenance Easements on this Plat on Lots 1 through 12, are hereby dedicated, given, granted and conveyed by the Developer to the Homeowners Association for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof to the Village; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Owner(s) of the respective lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such other uses of the easement as may be approved by the Village. In the event of any conflict between the rights of the Homeowners' Association, the rights of the Village pursuant to these easements and the rights of any lot Owner(s) or entities with respect to the 20' Dedicated Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

b. Perpetual nonexclusive easements coextensive with areas shown as the 35' Dedicated Landscape, Access and Maintenance Easements shown on this Plat on Lots 1 and 12 are hereby dedicated given, granted and conveyed by the Developer to the Homeowners Association for the purposes of grading/grading the berm; installation of erosion control measures; installation and planting of trees, shrubs and other landscape elements; installation, maintenance, removal and replacement of signage; installation and replacement of lighting; and all related ingress and egress in accordance with Village approved Landscaping Plans on file with the Village Clerk. In the event of any conflict between the rights of the Homeowners Association pursuant to these easements and the rights of the Village, the rights of the Village shall be deemed to be superior.

c. Non-exclusive easements coextensive within each area shown as a 25' Dedicated Woodland Protection and Preservation, Access and Maintenance Easement on the Plat within Outlot 1 are hereby dedicated, given, granted and conveyed by the Developer to the Homeowners Association for woodland conservancy protection, preservation and maintenance purposes and uses and for related ingress and egress.

**KING'S COVE SUBDIVISION
RESTRICTIVE COVENANTS**

1. Q.A. Construction, Inc. (referred to as the "Developer") hereby covenants that the Owners of Lots 1 through 12 shown on this Plat shall have the obligation of maintaining the storm water drainage, access and maintenance and easement areas located on their respective lots within the Plat in a functional, neat and nuisance free condition to handle stormwater and drainage in the Subdivision. Such maintenance shall include, without limitation and as needed; grading, topsoiling, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, retaining walls or structures shall be erected within the drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and is subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the lots, in their capacity as owners of any such lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the lot Owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such drainage maintenance activities, the owners of the Lots 1 through 12, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Homeowners Association and the Owner(s) of Outlot 1 and 2 shown on this Plat shall have the obligation of maintaining the storm water drainage, retention/detention basin, maintenance and access easement area in Outlot 1 and 2 in a functional, neat and nuisance free condition to handle stormwater and drainage in the Subdivision. Such maintenance shall include, without limitation and as needed, grading, topsoiling, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, signage, lighting or structures shall be erected within the outlot drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as may be imposed by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the outlot, in their capacity as owners of such outlots, and shall be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the outlot owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage related maintenance activities, the owners of Outlot 1 and 2 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Plat with respect to the easement, the Village shall have no obligation to do anything pursuant to its this easement.

3. The Developer hereby covenants that the Owners of Lots 1 through 12 shown on this Plat shall have the obligation of maintaining the Dedicated Woodland Protection and Preservation, Access and Maintenance Easement Areas. No trees larger than eight (8) inches shall be cut or removed within the easement areas unless the trees or plant materials are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance adjacent to the trees shall be permitted in such area, without the prior approval of the Village and subject to any conditions as may be imposed by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of the property, and shall benefit and be enforceable by the Homeowners Association and the Village.

4. The Developer hereby covenants that the Homeowners Association pursuant to Outlot 1 and 2 and the individual lot Owner's of Lots 1 through 12 shall have the obligation of maintaining the street trees and grassy areas planted in the Dedicated Public Streets (right-of-way) adjacent to their lots and referred to in Paragraph 1 of the Dedications and Easements Provisions on this Plat. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, cutting, re-staking, placing mulch around the trees and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be constructed or installed which damages the trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as may be imposed by the Village. Any street trees, which die or is damaged by vandalism or other calamity, shall be removed and replaced by the adjacent lot Owner within 60 days of its removal, weather permitting. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities following the one-year warranty period and upon the transfer of said adjacent lot or outlots to the new owners who then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any such street tree or street yard maintenance activities, the lot Owners with respect to the individual lots and/or the Homeowner's Association with respect to Outlot 1, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat with respect to the street trees or street yard maintenance, the Village shall have no obligation to do anything pursuant to its rights.

5. The Developer hereby covenants that Outlot 3 shall not be developed or improved in any way, and no zoning, building, or occupancy permit shall be issued by the Village with respect to such lot(s), until such time as public sanitary sewer, water, storm sewer and road improvements are constructed and installed in accordance with the then-current provisions of the Village of Pleasant Prairie's Land Division and Development Control Ordinance, free of charge to the Village and free of any liens or encumbrances; and/or until such time as dedications or road right-of-way and storm water management facilities are made to the Village in accordance with the then-current provisions of such Ordinance, free of charge to the Village and free of any liens or encumbrances; and/or until such time as any required fees are paid to the Village Treasurer in accordance with the then-current provisions of such Ordinance. This restriction shall run with the land, shall benefit and be enforceable by the Village, and shall be removed or modified only upon the express approval of the Village Board and the recording of an affidavit evidencing such approval, signed by the Village Present and attested by the Village Clerk.

6. The Developer further covenants that the Owners of Outlot 3 shall have the obligation of maintaining the street trees and grassy areas planted and storm water drainage within the Outlot 3. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, mowing, cutting, and weeding to prevent nuisance conditions. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said maintenance responsibilities for Outlot 3 to the new Outlot 3 Owners who then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any maintenance activities, the Outlot Owners, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat, the Village shall have no obligation to do anything pursuant to its rights.

7. The Developer covenants that the Homeowner's Association, collectively the Owners of Lots 1-12, shall have the obligation of maintaining the grassy areas planted within the 115th Street right-of-way. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, mowing, cutting, and weeding to prevent nuisance conditions. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The lot Owners shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any maintenance activities, the lot Owners, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat, the Village shall have no obligation to do anything pursuant to its rights.

8. The Developer covenants that 115th Street shall be dedicated as shown on this Plat, but no required public improvements shall be installed at the time of the recording of this Plat by the Developer. The 115th Street required public improvements shall be constructed when the adjacent land to the west (Tax Parcel Number 93-4-123-303-0020) is proposed to be developed and at the cost of the adjacent land owner to the west. The Developer further covenants and restricts anyone from using the 115th Street right-of-way for their private or public use until said public improvements are installed in 115th Street. There shall be no driveway access, parking of vehicles or property, placing of storage, wood or any materials; placing of signage or fencing or any encroachment into the 115th Street right-of-way. Public signage shall be placed by the Developer on 115th Street explaining and describing the future extension of the 115th Street roadway to service vacant lands lying to the west of this Plat.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified February 14, 2006
Rebecca Pomeroy
Department of Administration



DOCUMENT
1475284
RECORDED
At Kenosha County, Wisconsin, WI 53140
Louis J. Princiolo, Register of Deeds
on 4/07/2006 at 12:05PM
60014645 JUES
RESEBEB3

James E. Robinson
1-12-06
Revised this 31st day of January, 2006.

KING'S COVE SUBDIVISION

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 23 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNERS' CERTIFICATE OF DEDICATION

King's Cove LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said corporation caused the land described on the this plat to be surveyed, divided, mapped and dedicated as represented on this plat. King's Cove LLC, does further certify that this plat is required to be submitted to the following for approval or objection: Village of Pleasant Prairie and Wisconsin Department of Administration.

IN WITNESS WHEREOF the said KING'S COVE LLC, has caused these presents to be signed by Quinton P. and Lisa M. Ackerman at Kenosha, Wisconsin, and its seal affixed hereunto this 6th day of April, 2006. In the presence of:

King's Cove LLC.

 Quinton P. Ackerman, Member

 Lisa M. Ackerman, Member

STATE OF WISCONSIN)
 COUNTY OF KENOSHA) ss

Personally came before me this 6th day of April, 2006, Quinton P. Ackerman and Lisa M. Ackerman, Members of the above-named corporation to me known to be the person who executed the foregoing and acknowledged the same.

My commission expires/is permanent: 1-17-2010

Jean M. Werbie
 Notary Public, Ken. Co., Wisconsin
 Printed Name: Jean M. Werbie



SEAL

CONSENT OF CORPORATE MORTGAGEE

Bank of Kenosha, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above-described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of King's Cove LLC, owner. IN WITNESS WHEREOF, the said Bank of Kenosha has caused these presents to be signed by W. Thomas Carls, its EVP, and Wesley M. Ruchio, its SVP at Kenosha, Wisconsin, and its corporate seal to be hereunto affixed this 7th day of April, 2006, in the presence of:

Bank of Kenosha
W. Thomas Carls Wesley M. Ruchio
 E.V.P. S.V.P.

STATE OF WISCONSIN)
 COUNTY OF Kenosha)

Personally came before me this 7th day of April, 2006, W. Thomas Carls, EVP and Wesley M. Ruchio, SVP of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Executive Vice President and Senior Vice President of said corporation, and acknowledged that they executed the foregoing as such officers as the deed of said corporation, by its authority.

My commission expires/is permanent: 2/8/09

Derek S. Peterson
 Notary Public, Kenosha, WI
 Printed Name: Derek S. Peterson

SEAL

VILLAGE BOARD CERTIFICATE

We hereby certify that the final plat of KING'S COVE SUBDIVISION in the Village of Pleasant Prairie submitted for approval by King's Cove LLC, developer of said lands, was approved by the Village Board of the Village of Pleasant Prairie on April 3, 2006 by Resolution No. 06-15 and that any and all conditions of such approval have been satisfied.

By: John P. Steinbrink
 John P. Steinbrink, Village President
 Attested By: Jane M. Romanowski
 Jane M. Romanowski, CMC, Village Clerk

STATE OF WISCONSIN)
 COUNTY OF KENOSHA)

Personally came before me this 6th day of April, 2006, John P. Steinbrink, Village President, and Jane M. Romanowski, CMC, Village Clerk, and acknowledged that they executed the foregoing instrument as President and Clerk of the Village of Pleasant Prairie and by its authority.

Signed: Jean M. Werbie
Jean M. Werbie

Notary Public, State of Wisconsin
 My commission expires/is permanent: 1-17-2010



COUNTY TREASURER'S CERTIFICATE

I, Teri Jacobson, being the duly elected, qualified and acting Treasurer of Kenosha County, do hereby certify that the records of my office show no unredeemed tax sales and no unpaid taxes or special assessments as of April 7, 2006 affecting the lands included in the plat of King's Cove Subdivision.

By: Teri A. Jacobson
 Teri A. Jacobson, County Treasurer

VILLAGE TREASURER'S CERTIFICATE

I, Kathleen M. Goessi, being the duly qualified and acting Treasurer of Pleasant Prairie, do hereby certify that the records of my office show no unpaid taxes or special assessments as of April 6, 2006 affecting the lands included in this plat of King's Cove Subdivision.

By: Kathleen M. Goessi
 Kathleen M. Goessi, Village Treasurer

DOCUMENT
 1475284
 RECORDED
 At Kenosha County, Kenosha, WI 53140
 Louise I. Principle, Register of Deeds
 on 4/07/2006 at 12:05PM
 60014645 \$50.00
 RESDEED3 JUES
 #3850



James E. Robinson
 1-12-06
 Revised this 31st day of January, 2006.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
 Certified February 7, 2006
Theresa L. Doney
 Department of Administration

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 174 Pleasant Prairie
Parcel Number: 93-4-123-303-0101

8/26/14 16:23:37
Property Ownership

Exhibit B

Legal Name/Ownership

THOMAS INTERESTS INC

Property Address

18TH AVE

Assessment as of : 1/01/2014 +
Assessed Land : 70,700
Assessed Improved: 0
Assessment Total : 70,700

Mail-To Address

THOMAS INTERESTS INC

10756 WEST LIBERTY AVE

BEACH PARK, IL 60099-3545

Current as of : Last Posting
Heated Square Foot:
Garage Square Foot:
Actual Frontage : 118.54
Effective Frontage:
Effective Depth : 130.90
Total Acres : .41

Document # 1718334

Abbrev Metes/Bounds Legal Desc +

LOT 1 KING'S COVE SUB DOC #1475284

PLAT #3850 PT SW 1/4 OF SW 1/4

SEC 30 T 1 R 23 .41 AC

(2007 SPLIT 93-4-123-303-0005 INTO

93-4-123-303-0006 & -0007)

See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt

F7=Prior Name F8=Next Name F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land

F17=Prop Hist F18=Pol Distr

F15=Print Property

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 174 Pleasant Prairie
Parcel Number: 93-4-123-303-0103

8/26/14 16:23:56
Property Ownership

Legal Name/Ownership
THOMAS INTERESTS INC

Property Address
18TH AVE

Assessment as of : 1/01/2014 +
Assessed Land : 87,800
Assessed Improved: 0
Assessment Total : 87,800

Mail-To Address
THOMAS INTERESTS INC
10756 WEST LIBERTY AVE
BEACH PARK, IL 60099-3545

Current as of : Last Posting
Heated Square Foot:
Garage Square Foot:
Actual Frontage : 168.00
Effective Frontage: 168.00
Effective Depth : 130.90
Total Acres : .50

Document # 1718334
Abbrev Metes/Bounds Legal Desc +
LOT 3 KING'S COVE SUB DOC #1475284
PLAT #3850 PT SW 1/4 OF SW 1/4
ALSO S 1/2 VAC 115TH ST RES #12-35
SEC 30 T 1 R 23 .504 AC
(2007 SPLIT 93-4-123-303-0005 INTO

See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt
F7=Prior Name F8=Next Name F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land
F17=Prop Hist F18=Pol Distr F15=Print Property

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 174 Pleasant Prairie
Parcel Number: 93-4-123-303-0104

8/26/14 16:24:05
Property Ownership

Legal Name/Ownership

THOMAS INTERESTS INC

Property Address
18TH AVE

Assessment as of : 1/01/2014 +
Assessed Land : 87,800
Assessed Improved: 0
Assessment Total : 87,800

Mail-To Address

THOMAS INTERESTS INC
10756 WEST LIBERTY AVE
BEACH PARK, IL 60099-3545

Current as of : Last Posting
Heated Square Foot:
Garage Square Foot:
Actual Frontage : 168.00
Effective Frontage: 168.00
Effective Depth : 130.90
Total Acres : .50

Document # 1718334

Abbrev Metes/Bounds Legal Desc +

LOT 4 KING'S COVE SUB DOC #1475284

PLAT #3850 PT SW 1/4 OF SW 1/4 ALSO

N 1/2 VAC 115TH ST RES #12-35

SEC 30 T 1 R 23 .504 AC

(2007 SPLIT 93-4-123-303-0005 INTO

See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt

F7=Prior Name F8=Next Name F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land

F17=Prop Hist F18=Pol Distr

F15=Print Property

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 174 Pleasant Prairie
Parcel Number: 93-4-123-303-0105

8/26/14 16:24:11
Property Ownership

Legal Name/Ownership

THOMAS INTERESTS INC

Property Address
18TH AVE

Assessment as of : 1/01/2014 +
Assessed Land : 66,700
Assessed Improved: 0
Assessment Total : 66,700

Mail-To Address

THOMAS INTERESTS INC
10756 WEST LIBERTY AVE
BEACH PARK, IL 60099-3545

Current as of : Last Posting
Heated Square Foot:
Garage Square Foot:
Actual Frontage : 120.81
Effective Frontage:
Effective Depth : 130.90
Total Acres : .38

Document # 1718334

Abbrev Metes/Bounds Legal Desc +
LOT 5 KING'S COVE SUB DOC #1475284
PLAT #3850 PT SW 1/4 OF SW 1/4
SEC 30 T 1 R 23 .38 AC
(2007 SPLIT 93-4-123-303-0005 INTO
93-4-123-303-0006 & -0007)

See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt
F7=Prior Name F8=Next Name F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land
F17=Prop Hist F18=Pol Distr F15=Print Property

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 174 Pleasant Prairie
Parcel Number: 93-4-123-303-0106

8/26/14 16:24:17
Property Ownership

Legal Name/Ownership

THOMAS INTERESTS INC

Property Address
18TH AVE

Assessment as of : 1/01/2014 +
Assessed Land : 61,200
Assessed Improved: 0
Assessment Total : 61,200

Mail-To Address

THOMAS INTERESTS INC
10756 WEST LIBERTY AVE
BEACH PARK, IL 60099-3545

Current as of : Last Posting
Heated Square Foot:
Garage Square Foot:
Actual Frontage :
Effective Frontage:
Effective Depth :
Total Acres : .34

Document # 1718334

Abbrev Metes/Bounds Legal Desc +
LOT 6 KING'S COVE SUB DOC #1475284
PLAT #3850 PT SW 1/4 OF SW 1/4
SEC 30 T 1 R 23 .34 AC
(2007 SPLIT 93-4-123-303-0005 INTO
93-4-123-303-0006 & -0007)

See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt
F7=Prior Name F8=Next Name F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land
F17=Prop Hist F18=Pol Distr F15=Print Property

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 174 Pleasant Prairie
Parcel Number: 93-4-123-303-0107

8/26/14 16:24:22
Property Ownership

Legal Name/Ownership
THOMAS INTERESTS INC

Property Address
18TH AVE

Assessment as of : 1/01/2014 +
Assessed Land : 61,200
Assessed Improved: 0
Assessment Total : 61,200

Mail-To Address
THOMAS INTERESTS INC
10756 WEST LIBERTY AVE
BEACH PARK, IL 60099-3545

Current as of : Last Posting
Heated Square Foot:
Garage Square Foot:
Actual Frontage : 114.59
Effective Frontage:
Effective Depth : 130.90
Total Acres : .34

Document # 1718334
Abbrev Metes/Bounds Legal Desc +
LOT 7 KING'S COVE SUB DOC #1475284
PLAT #3850 PT SW 1/4 OF SW 1/4
SEC 30 T 1 R 23 .34 AC
(2007 SPLIT 93-4-123-303-0005 INTO
93-4-123-303-0006 & -0007)

See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt
F7=Prior Name F8=Next Name F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land
F17=Prop Hist F18=Pol Distr F15=Print Property

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 174 Pleasant Prairie
Parcel Number: 93-4-123-303-0108

8/26/14 16:24:29
Property Ownership

Legal Name/Ownership

THOMAS INTERESTS INC

Property Address

18TH AVE

Assessment as of : 1/01/2014 +
Assessed Land : 61,200
Assessed Improved: 0
Assessment Total : 61,200

Mail-To Address

THOMAS INTERESTS INC

10756 WEST LIBERTY AVE

BEACH PARK, IL 60099-3545

Current as of : Last Posting
Heated Square Foot:
Garage Square Foot:
Actual Frontage : 114.60
Effective Frontage:
Effective Depth : 130.90
Total Acres : .34

Document # 1718334

Abbrev Metes/Bounds Legal Desc +

LOT 8 KING'S COVE SUB DOC #1475284

PLAT #3850 PT SW 1/4 OF SW 1/4

SEC 30 T 1 R 23 .34 AC

(2007 SPLIT 93-4-123-303-0005 INTO

93-4-123-303-0006 & -0007)

See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt

F7=Prior Name F8=Next Name F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land

F17=Prop Hist F18=Pol Distr

F15=Print Property

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 174 Pleasant Prairie
Parcel Number: 93-4-123-303-0110

8/26/14 16:24:38
Property Ownership

Legal Name/Ownership

THOMAS INTERESTS INC

Property Address

18TH AVE

Assessment as of : 1/01/2014 +
Assessed Land : 61,200
Assessed Improved: 0
Assessment Total : 61,200

Mail-To Address

THOMAS INTERESTS INC

10756 WEST LIBERTY AE

BEACH PARK, IL 60099-3545

Current as of : Last Posting
Heated Square Foot:
Garage Square Foot:
Actual Frontage : 114.59
Effective Frontage:
Effective Depth : 130.90
Total Acres : .34

Document # 1718334

Abbrev Metes/Bounds Legal Desc +

LOT 10 KING'S COVE SUB DOC #1475284

PLAT #3850 PT SW 1/4 OF SW 1/4

SEC 30 T 1 R 23 .34 AC

(2007 SPLIT 93-4-123-303-0005 INTO

93-4-123-303-0006 & -0007)

See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt

F7=Prior Name F8=Next Name F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land

F17=Prop Hist F18=Pol Distr

F15=Print Property

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 174 Pleasant Prairie
Parcel Number: 93-4-123-303-0111

8/26/14 16:24:46
Property Ownership

Legal Name/Ownership

THOMAS INTERESTS INC

Property Address

18TH AVE

Assessment as of : 1/01/2014 +
Assessed Land : 61,200
Assessed Improved: 0
Assessment Total : 61,200

Mail-To Address

THOMAS INTERESTS INC

10756 WEST LIBERTY AVE

BEACH PARK, IL 60099-3545

Current as of : Last Posting
Heated Square Foot:
Garage Square Foot:
Actual Frontage : 114.59
Effective Frontage:
Effective Depth : 130.90
Total Acres : .34

Document # 1718334

Abbrev Metes/Bounds Legal Desc +

LOT 11 KING'S COVE SUB DOC #1475284

PLAT #3850 PT SW 1/4 OF SW 1/4

SEC 30 T 1 R 23 .34 AC

(2007 SPLIT 93-4-123-303-0005 INTO

93-4-123-303-0006 & -0007)

See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt

F7=Prior Name F8=Next Name F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land

F17=Prop Hist F18=Pol Distr

F15=Print Property

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 174 Pleasant Prairie
Parcel Number: 93-4-123-303-0115

8/26/14 16:25:02
Property Ownership

Legal Name/Ownership

THOMAS INTERESTS INC

Property Address
18TH AVE

Assessment as of : 1/01/2014 +
Assessed Land : 1,700
Assessed Improved: 0
Assessment Total : 1,700

Mail-To Address

THOMAS INTERESTS INC
10756 WEST LIBERTY AVE
BEACH PARK, IL 60099-3545

Current as of : Last Posting
Heated Square Foot:
Garage Square Foot:
Actual Frontage :
Effective Frontage:
Effective Depth :
Total Acres : .84

Document # 1718334

Abbrev Metes/Bounds Legal Desc +
OUTLOT 3 KING'S COVE SUB DOC #1475284
PLAT #3850 PT SW 1/4 OF SW 1/4
SEC 30 T 1 R 23 .84 AC
(2007 SPLIT 93-4-123-303-0005 INTO
93-4-123-303-0006 & -0007)

See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt
F7=Prior Name F8=Next Name F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land
F17=Prop Hist F18=Pol Distr F15=Print Property

Affidavit of Amendment
to
King's Cove Subdivision

Exhibit C

Document number

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

Undersigned hereby states that a certain document ("conveyance") titled as King's Cove Subdivision and executed between King's Cove, LLC., Grantor and King's Cove, LLC., Grantee, was recorded in Kenosha County, Wisconsin, on April 7, 2006, as document number 1475284, and amends the plat as follows:

1. 115th Street has been vacated via Document Number 1685230.
2. Lot lines for Lots 3 and 4 are hereby adjusted to include 1/2 of the vacated 115th Street right-of-way each. Lots 3 and 4 now contain a total of 21,991 S.F. and 168 Ft. of frontage (each) on 18th Avenue. (See the attached exhibit)
3. Previously platted easements along the West line of the subdivision are hereby extended in a North-South direction across the vacated 115th Street right-of-way and revised Lots 3 and 4.
4. Item numbers 3 and 9.a. of the Dedications and Easements Provisions have been amended to reflect the easement modifications in 3 above.
5. Item number 5 of the Dedications and Easements Provisions is hereby removed.
6. Items number 7 and 8 of the Restrictive Covenants are hereby removed. (See the attached exhibit)

Recording area

Name and return address

Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd., Suite 200
Racine, WI 53406

93-4-123-303-0101 thru 0115

Parcel identification number (PIN)

The basis for Undersigned's personal knowledge is (check one):

Undersigned is the Grantor/Grantee of the property described in the conveyance

Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument

Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument

Other (Explain):

A copy of the conveyance (in part or whole) is is not attached to this Correction Instrument (if a copy of the conveyance is not attached, please attach legal description).

Undersigned has sent notice of the execution and recording of this Affidavit of Amendment to King's Cove Subdivision by 1st Class mail to all parties to the transaction that was subject to the conveyance at their last known addresses.

Dated: July 2, 2014

Signed:

* James E. Robinson, R.L.S.

AUTHENTICATION

Signature of _____

Authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____ authorized by

Wisc. Stat. §706.06)

ACKNOWLEDGMENT

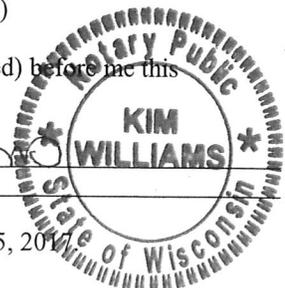
State of Wisconsin)
County of Racine) ss.

Subscribed and sworn to (or affirmed) before me this
2nd day of July, 2014.

*Kim Williams

Notary Public, State of Wisconsin

My Commission expires: February 5, 2010



This instrument is drafted by: Nielsen Madsen & Barber, S.C.

KING'S COVE SUBDIVISION
 PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 23 EAST,
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNERS CERTIFICATE OF DEDICATION

King's Cove LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. King's Cove LLC, does further certify that this plat is required to be submitted to the following for approval or objection: Village of Pleasant Prairie and Wisconsin Department of Administration.

IN WITNESS WHEREOF the said KING'S COVE LLC, has caused these presents to be signed by Quenton P. Ackerman and Lisa M. Ackerman at Kenosha, Wisconsin, and its seal affixed hereto on the 10th day of April, 2008. In the presence of:

Witness
 Quenton P. Ackerman
 Quenton P. Ackerman, Member
 Lisa M. Ackerman, Member

STATE OF WISCONSIN
 COUNTY OF KENOSHA

Personally came before me this 10th day of April, 2008, Quenton P. Ackerman and Lisa M. Ackerman, Members of the above-named corporation to me known to be the person who executed the foregoing and acknowledged the same.

My commission expires/permanence: 1-17-2010
 SEAL



James E. Johnson
 Notary Public
 Kenosha, WI

CONSENT OF CORPORATE MORTGAGEE

Bank of Kenosha, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above-described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of King's Cove LLC, owner. IN WITNESS WHEREOF, the said Bank of Kenosha has caused these presents to be signed by Scott A. Johnson in Kenosha on the 10th day of April, 2008, at Kenosha, Wisconsin, and its corporate seal to be hereunto affixed this 10th day of April, 2008, in the presence of:

Bank of Kenosha
Scott A. Johnson
 SVP
 SVP

STATE OF WISCONSIN
 COUNTY OF KENOSHA

Personally came before me this 10th day of April, 2008, Scott A. Johnson and Scott A. Johnson of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Executive Vice President and Senior Vice President of said corporation, and acknowledged that they executed the foregoing as such officers as the need of said corporation, by its authority.

My commission expires/permanence: 2/18/09
 Notary Public: James E. Johnson, WI
 Printed Name: James E. Johnson

SEAL

VILLAGE BOARD CERTIFICATE

We hereby certify that the final plat of KING'S COVE SUBDIVISION in the Village of Pleasant Prairie submitted for approval by King's Cove LLC, developer of said lands, was approved by the Village Board of the Village of Pleasant Prairie on April 3, 2008 by Resolution No. 07-15 and that any and all conditions of such approval have been satisfied.

By John P. Stahnick
 John P. Stahnick, Village President
 Attest by June M. Romanowski
 June M. Romanowski, CMC, Village Clerk

STATE OF WISCONSIN
 COUNTY OF KENOSHA

Personally came before me this 10th day of April, 2008, John P. Stahnick, Village President, and June M. Romanowski, CMC, Village Clerk, and acknowledged that they executed the foregoing instrument as President and Clerk of the Village of Pleasant Prairie and by its authority.

Signed: John P. Stahnick
June M. Romanowski

Notary Public, State of Wisconsin
 My commission expires/permanence: 1-17-2010



COUNTY TREASURER'S CERTIFICATE

I, Teri Jacobson, being the duly elected, qualified and acting Treasurer of Kenosha County, do hereby certify that the records of my office show no unclaimed tax sales and no unpaid taxes or special assessments as of April 11, 2008, affecting the lands included in the plat of King's Cove Subdivision.

By: Teri Jacobson
 Teri M. Jacobson, County Treasurer

VILLAGE TREASURER'S CERTIFICATE

I, Kathleen M. Gosel, being the duly qualified and acting Treasurer of Pleasant Prairie, do hereby certify that the records of my office show no unpaid taxes or special assessments as of April 16, 2008, affecting the lands included in this plat of King's Cove Subdivision.

By: Kathleen M. Gosel
 Kathleen M. Gosel, Village Treasurer

RECORDED
 1-4-75284
 REC'D
 KENOSHA COUNTY, WISCONSIN
 COUNTY CLERK'S OFFICE
 100 N. WATER ST., 2ND FLOOR
 KENOSHA, WI 53140
 RECEIVED
 # 3850

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.27(1) and (2), Wis. Stats. as provided by s. 236.14, Wis. Stats.
 Certified: John P. Stahnick
 Department of Administration



James E. Johnson
 1-12-08
 Received this 31st day of January, 2008.

Exhibit D

First Amendment to the Declaration of Restrictions, Covenants and Easements

for

KING'S COVE SUBDIVISION

THIS AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS ("Declaration"), is made by KING'S COVE II, LLC.; a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, the Developer is the owner of the real property located in Pleasant Prairie (the Village), County of Kenosha, State of Wisconsin, known as KING'S COVE SUBDIVISION; and

WHEREAS, the Developer desires to subject KING'S COVE SUBDIVISION, described on the attached Exhibit A and as shown on the Final Plat, which is made a part hereof and described in Article II of the Declaration (the "Property"), being part of the development, to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in the declaration, all of which is and are for the benefit of the Property, the Developer, the Village and for each owner thereof and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof, and

WHEREAS, it is the Developer's intention to initially develop the Property into Twelve (12) single family lots.

DECLARATION

NOW THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants and Easements hereinafter set forth.

ARTICLE I DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "Developer" shall mean King's Cove II, LLC, a Wisconsin limited liability company. The "Developer" may also mean the Architectural Control Committee and vice versa, with respect to any required approval and review process under the Declaration.

- 1.2 "Association" shall mean and refer to King's Cove II, LLC. Homeowners Association, Inc., a Wisconsin Non-Stock Corporation organized under Chapter 181 of the Wisconsin Statutes.
- 1.3 "Property" shall mean and refer to all existing properties as are subject to this Declaration.
- 1.4 "Common Areas" shall mean all property and real property interests located within KING'S COVE SUBDIVISION and designated as Stormwater Retention Areas and other areas as shown on the Final Plat designated as follows:
- Outlots 1 & 2
 - Dedicated Landscaping, Access and Maintenance Easement Areas
 - Dedicated Stormwater Drainage, Access and Maintenance Easement Areas
- Such interest shall also include all personal property, easements, fixtures, structures and improvements as the same are located on or in said areas.
- 1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or any certified survey map of the Property with the exception of the Common Areas.
- 1.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except any Lot that is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.
- 1.7 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 1.
- 1.8 "Village" shall mean Pleasant Prairie, Wisconsin.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 Existing Property. The Property, more particularly described on Exhibit A attached hereto and including Outlots 1 and 2 as shown on the Final Plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Kenosha County, Wisconsin. The term "Existing Property" as used in this Declaration shall refer to all property that is subject to the provisions hereof.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

- 3.1 General Purposes. The Property is subjected to this Declaration to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for high type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

All of the terms and conditions set forth on the Final Plat of King's Cove Subdivision are incorporated herein by reference as well as the impositions on the lot owners and / or the Association.

- 3.2 Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the stormwater, drainage, and retention areas, and their related landscaping. Nothing contained herein shall constitute a waiver by the Developer to subsequently assess the costs of all, or a portion thereof, of the above-mentioned construction, installation and landscaping to the Association pursuant to a separate agreement.
- 3.3 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the Village Zoning Ordinance. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet (plus attic) in height, and a private attached garage for not less than two (2) cars and not less than four hundred forty (440) square feet. Notwithstanding anything contained herein to the contrary, the Developer and any subsequent purchaser of a Lot may use such Lot for purposes of building model homes open to the public for inspection and / or sale subject to the requirements set forth herein.

3.4 Architectural Control. No building, fence, wall, swimming pool, driveway, deck, sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in Section 3.11 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in the event of disapproval, if no suit to enjoin the addition, alteration, or change or require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications, easements and restrictive covenants running with the land as described on the Final Plat or the obligations imposed by this Declaration on Owners or the requirements of the Village ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

3.5 Landscape Architectural Control – Street Trees. A Landscape Plan showing the proposed development of the entire Lot shall be submitted to the Architectural Control Committee within two (2) months after the commencement of construction. Adequate surface drainage shall be installed and evidence of substantial progress in carrying out the approved landscape plans shall be shown to the Architectural Control Committee within twelve (12) months after the landscape plan has been approved by the Architectural Control Committee. The initial installation and warranty for the parkway public street trees is the responsibility of the Developer, and are to be installed in accordance with the approved subdivision Landscape Development Plan, following the Village occupancy of the street trees and the expiration of the Warranty, it is the adjacent lot owners responsibility to maintain and replace any street trees as determined necessary by the Village.

3.6 Driveway Aprons, Driveways, Service Walks and Sidewalks. A two car garage, with a minimum square footage of four hundred forty (440) square feet, shall be constructed on the building site and shall be directly attached to the residential structure or attached by a breezeway. Construction of any apron for the purpose of storing any vehicle must be submitted to the Architectural Control Committee for approval.

To minimize dust and to enhance the appearance of the subdivision, the driveway or driveways shall, within six (6) months after the issuance of a Certificate of Occupancy or written verbal occupancy granted by the Village whichever occurs first for the building site, be surfaced with concrete, blacktop (asphalt) , or brick. The driveway approach shall be a six (6) inch thick slab of poured-in-place concrete constructed in accordance with Village Ordinances together with a paved apron and approach. The driveway shall have a minimum width of eighteen (18) feet. The driveway apron and approach shall be installed prior to occupancy. In the event the driveway apron and approach are not installed prior to the issuance of a Certificate of Occupancy, the Owner shall provide the Village with an assurance in an amount determined by the Village Superintendent of Streets.

Pursuant to Village of Pleasant Prairie, Wisconsin ordinances, the owner may be required to construct and install, at owner's own cost and expense, sidewalks in and adjacent to the lot in accordance with the street layout plan in the Final Plat of subdivision. As of October 1, 2005 the Village has no such requirement.

3.7 Hedges.

- a) No hedges or fences over six (6) feet in height shall be permitted on any Lot except the rear lot line.

- b) Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a lattice fence of sufficient height to conceal the same, but no higher than five (5) feet, by shrubbery of sufficient density to accomplish the same purpose, or other appropriate fencing. The Village has restrictions as to the amount of outside firewood storage that is permitted.
- c) No fence shall be permitted to extend nearer to any street than the front foundation line of the principal structure. Plans for all installation of fences must be submitted to the Architectural Control Committee and approved by the Village.

3.8 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.9 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

- a) Not less than 1,800 square feet for a one-story dwelling;
- b) Not less than 2,300 square feet for a two-story dwelling with a minimum first floor area of 1,250 square feet;
- c) With respect to all other types of dwelling, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

3.10 Grading, Building, Location and Lot Area.

- a) Any grading of a Lot must conform to the last approved Grading and Drainage Plans ("Grading Plans") on file with the Village.
- b) All Lots shall have setbacks from the street lot line and from the interior lot lines of distances determined by the ACC, but in no event, less than that set forth on the Final Plat and provided by applicable Village ordinances.
- c) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade at all corners together with all easements as shown on the Final Plat. The ACC

reserves the right to make modifications as to the first floor grade of the building. The landscaping and drainage of the Lot shall conform to the Grading Plans.

- d) Each Owner shall be responsible for insuring that drainage from said Owner's Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to drainage pattern on other lands within the Property or KING'S COVE SUBDIVISION shall be caused by an Owner which varies from the Grading Plans as these are amended by the Developer from time to time, subject to Village approval and recordation. Minor changes from said Grading Plans, where these changes do not violate the purpose, spirit and intent of said Grading Plans, shall be reviewed and may if, for good and sufficient reasons, be approved by the ACC and the Village; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.
- e) Upon the approval of the building grades by the ACC, the applicant shall file the approved grades with the Village for its review and approval prior to commencing any grading
- f) Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location outside of the Property.
- g) All sump pump discharge piping shall be connected to the storm sewer laterals (or as shown on the approved Site Grading Plans).

3.11 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from the date of commencement of construction. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of a Certificate of Occupancy permit or the verbal occupancy granted by the Village.

3.12 Easements/Dedications/Obligations.

- a) Easements-General. Certain Easements affecting the Property are recorded on the Final Plat for KING'S COVE SUBDIVISION in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the

Developer or its successors and assigned to the Village, or to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for sewers, stormwater swales, channel and drains; gas mains, water pipes and mains, and similar services for performing any public or quasi-public function or for any other purpose that the Developer or its successors or its assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the Final Plat. The Owner of any Lot on which such easement area(s) are located may use such area(s), together with the area between the roadway and their lot, for grass, planting, driveways and other such uses as are described on the Final Plat and shall otherwise care for and maintain areas provided such uses shall not interfere with the improvements, their uses and purposes, and purposes of the Village; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Village and/or any other party having interest in the respective easement area.

- b) Setbacks. The minimum front or street setback, side setback, rear setback and on other such areas ("Setback Areas") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a Final Plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or similar utilities. Within fifteen (15) days of written request therefore by the Developer, or after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easement(s) (and cause their lenders to agree to a non-disturbance of such easements) upon such terms as may reasonably be requested. No structure or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC, the Village and subject to any additional restrictions as set forth in the Final Plat.
- c) Swimming Pool Restrictions. No above ground swimming pools shall be allowed in the subdivision.

3.13 Dedications, Easements and Covenants for Stormwater Drainage and Retention Basin Areas.

- a) The fee interest in the area shown on the Kings Cove Final Plat as Outlots 1 & 2 have been dedicated, given, granted and conveyed by the Developer to the Association, collectively the Lot Owners. The Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the Final Plat. Notwithstanding such easements and dedications, the Village shall have no right with respect to the maintenance to the above-mentioned Outlots. The Developer and the Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these Outlots as referenced on the Final Plat. No filling or other activities or condition detrimental to their function as stormwater drainage facilities shall occur or exist within such Outlots or on the surrounding lands without the written approval of the Developer and the Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the Final Plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the Village, the Developer and the Association. The Developer, its successors, assigns and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners upon acceptance by the Village and at such time as their responsibility is transferred to the Homeowner's Association. The Lot Owners and collectively the Association shall be forever bounded by the above-mentioned covenants and such similar covenants as are contained in the Final Plat.
- b) The Developer hereby covenants that Storm Water Drainage, Access and Maintenance Easements have been recorded on Lots 1 through 12 as shown on the Final Plat and Final Plat Amendment for Lots 3, 4 and 5 and that their respective Owners shall have the obligation of maintaining these storm water drainage, maintenance and access easement areas located on their respective lots within the Final Plat in a functional, neat and nuisance free condition to handle stormwater and drainage in the Subdivision. Such maintenance shall include, without limitation and as needed, grading, spreading of topsoil, seeding or sodding, maintaining erosion control methods to protect the drainage ways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, retaining walls or structures shall be erected within the drainage

easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and is subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the Lots, in their capacity as owners of any such Lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the Lot Owners who then shall perform such maintenance without compensation to the satisfaction of the Village. To the extent that the Village performs any such drainage maintenance activities, the Owners of the Lots 1-12, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easements Provisions on the Final Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these Dedications and Easements.

Lots 1, 2, 3, 4 & 5 are affected by a 20' Dedicated Stormwater Drainage, Access and Maintenance Easement along the westerly lot lines of said properties. These lots are immediately adjacent to the regulated floodplain of Tobin Creek and may periodically experience stormwater runoff (associated with a major storm event or a series of smaller storm events) backing up into said easement areas for a period of time.

Lots 3, 4 & 5 are affected by a 10' Dedicated Stormwater Drainage, Access and Maintenance Easements along the northerly and southerly lot lines of said properties. These lots are immediately adjacent to the regulated floodplain of Tobin Creek and may periodically experience stormwater runoff (associated with a major storm event or a series of smaller storm events) backing up into said easement areas for a period of time.

Lots 1 is affected by a 10' Dedicated Stormwater Drainage, Access and Maintenance Easement along the northerly lot line of said property. This lot is immediately adjacent to the regulated floodplain of Tobin Creek and may periodically experience stormwater runoff (associated with a major storm event or a series of smaller storm events) backing up into said easement areas for a period of time.

Lots 6, 7, 8, 9, 10, 11, and 12 are affected by a 20' Dedicated Stormwater Drainage, Access and Maintenance Easement along the easterly lot lines of said property.

3.13 Zoning Laws, Etc. In addition to the provisions contained within this Declaration and the Lot Owner and Association obligations and responsibilities shown on Sheet 2 of the Kings Cove recorded Final Plat, which are referred to as "Dedications and Easements Provisions" and "Restrictive Covenants", all Lots and improvements thereon shall be subject to the Village ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further subdivided or combined without the approval of the Village. The requirements under Village ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Village ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the Village ordinances and the Village ordinance is stricter than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration, shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval.

3.14 Landscape Requirements and Obligations.

- a) All plans for dwellings shall include a landscape plan that shall be subject to approval of the ACC. Three (3) ACC signed copies of the lot landscape plan shall be submitted when approval is submitted to the Village. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling, as approved by the ACC, shall be completed within one (1) year from the date of issuance of a verbal or written occupancy permit by the Village, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, the Owner of the Lot, upon notification, shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of Section 6.4 of this Declaration and shall be subject to the penalties provided in Section 7.2. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways,

shall be altered or removed without prior written approval of the ACC.

- b) The Developer hereby covenants that the Homeowner's Association, collectively the Lot Owners, shall have the obligation of maintaining and replacing the berm, trees and plantings located within the Dedicated 25' Landscaping, Access and Maintenance Easement Areas shown on Lots 1 and 12 along 116th Street as shown on the Final Plat. Such maintenance shall include without limitation and as needed staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the easement areas, which might damage the trees or plantings or might interfere with the Village's rights to maintain the public street improvements. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lot, and shall benefit and be enforceable by the Homeowner's Association or the Village. The Developer shall be relieved of these maintenance obligations pertaining to the landscaping obligations and landscape planting and grassy area maintenance activities upon the Developer's construction of the berm and landscaping materials pursuant to the approved Landscape Plan, Village's inspection and acceptance of the trees and landscape plantings, the expiration of the one-year Developer warranty and the transfer of said improvements to the Homeowner's Association who then shall perform such tree maintenance and landscape maintenance to the satisfaction of the Village. The Homeowner's Association, collectively the Lot Owners, shall perform such landscape maintenance and street trees and planting replacement as may be needed without compensation to the satisfaction of the Village. To the extent that the Village performs any such landscaping related maintenance activities within the easement area, the Homeowner's Association or collectively the Lot Owners, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners or Homeowner's Association as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easements Provisions on the Final Plat, the Village shall have no obligation to do any maintenance activities.
- c) The Developer hereby covenants that the Lot Owners shall have the obligation of maintaining the street trees and the grassy street

terrace areas in the Dedicated Public Streets (right-of-way) adjacent to their lots as referenced on the Plat. Such maintenance shall include, without limitation, and as needed, watering, pruning, trimming, cutting, re-staking, placing mulch around the trees, weeding and raking leaves to prevent nuisance conditions and replacing dead or dying trees. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected over the tree roots or near the tree which might damage the trees or may interfere with the Village's rights to maintain the public street improvements. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lot, and shall benefit and be enforceable by the Homeowner's Association or the Village

- 3.15 Nuisances, Etc. No noxious or offensive activity shall be carried upon any Lot nor anything be done that may be or may become a nuisance to the neighborhood.
- a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view, except on garbage collection day. Outside incinerators are not permitted.
 - b) No vehicle, trucks (over 2 ton capacity), trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. Storage Sheds are permitted provided that they conform to the architectural character of the exterior of the house. Outside parking of boats or recreational type vehicles may only be parked on the premises on a separately installed pad in the side or rear yard only. No trucks, buses, or vehicles other than private passenger cars, station wagons, or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot. Notwithstanding any other provision of this Section 3.15(b) recreational vehicles shall be allowed to be stored upon the premises, provided that a separate pad is provided in the side or rear yard only per Zoning Ordinance for the recreational vehicles and that no occupancy of the recreational vehicles occurs during storage.
 - c) No external antennae, including satellite dishes, except satellite dishes of not greater than 18" in diameter, television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without prior written approval of the ACC.

- 3.16 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other small household pets (such as canaries or parakeets) or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any purposes. Dog runs, outside dog houses and/or kennels, or other such outside animal shelters are prohibited.
- 3.17 Yard Lights and Mailboxes. At such time as a dwelling is constructed on a Lot, the Owner of such Lot shall, install and thereafter maintain, subject to Association Rules:
- a) One (1) mailbox which shall be installed at the street and in such location as is approved by the ACC. The ACC shall have the right to direct that the mailboxes be clustered in various locations in the Subdivision.
- 3.18 Garages; Parking and Concrete Driveway Approaches.
- a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than two (2) automobiles for each one (1) family dwelling built upon such Lot and shall be connected to the street by properly surfaced concrete, asphalt or brick driveway (such driveway shall be installed and completed within one (1) year from the date of issuance on any occupancy permit).
 - b) No mountable curb cuts shall be permitted when driveways are installed.
 - c) The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the approval of the ACC.
- 3.19 Roofing Material and Construction.
- a) All dwelling proposed to be erected, altered, or modified shall specify on the construction plans roofing materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.
 - b) All dwellings shall have roof pitches of 7:12 or as approved by the ACC.

3.20 Exterior Building Materials and Dwelling Quality.

- a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: fifteen percent (15%) brick or stone, wood vinyl, or insulated aluminum siding or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC.
- b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.
- c) The proposed color schemes for a dwelling to be erected, altered, modified, or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.
- d) All color schemes, including the color of siding, roof, brick, or stone samples must be submitted for approval before installation on the dwelling.
- e) Hung bays shall not be permitted on first floor at any dwelling, except for 12" maximum projected boxed, bow, or bay windows.
- g) One and two story residential housing units authorized to be constructed within the Village shall conform with the exterior building variation guideline established by the Code of General Ordinances, 2002 – Kenosha County, Wisconsin; Chapter IX Section 9.026

- 3.21 Signs. No sign of any kind shall be displayed to the public view on any Lot except a sign of not more than nine (9) square feet to advertise the property for sale. No sign advertising any business, trade or service shall be permitted. Notwithstanding anything to the contrary herein, the Developer/Lot Owners may erect for sale signs on any Lot it may own or signs typically used to market lots it owns or Outlots 1, 2 or 3.

During the initial sales of lots the Developer shall have sole discretion in the size and location of Developer's signs, advertising lots and/or homes for sale in the subdivision. However, this independent right shall expire January 1, 2017.

- 3.22 Storage Tanks. No exposed tank for the storage of fuel or natural gas or any other purpose may be maintained on any of the Lots above the surface of the ground.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

- 4.1 Membership. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (1) vote in the Association for each Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. So long as the Developer, or its successors and assigns shall own one (1) or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by the Developer or its successors and assigns. When the Developer, or its successors and assigns, no longer owns one (1) or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot to be sold by the Developer, whichever occurs last, the Developer shall promptly select three (3) Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors, thereafter consisting of three (3) members, shall be elected by the Members at each annual meeting of Members. Members of such elected Board of Directors shall serve for one (1) year or until their successors have been duly elected. The members of the Board of Directors shall not be entitled to any compensation for their services as members. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

ARTICLE V PROPERTY RIGHTS IN THE COMMON AREAS

- 5.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association that shall be appurtenant to and shall pass with the title to every Lot.
- 5.2 Title to Outlots. Title to Outlots 1 & 2 as mentioned above in Section 3.2 shall be conveyed to the Association by quit claim deed from the

Developer. Members shall have the rights and obligation imposed by this declaration with respect to such Common Areas.

- 5.3 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:
- a) The right of the Association, but subject to the prior written approval of the Village to dedicate or transfer all or any part of any Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and
 - b) The right of the Association, but subject to prior written approval of the Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.
- 5.4 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association or the Village to repair said damaged areas; the Association or the Village shall repair said damaged areas in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to Village approval. The amount necessary for such repairs, together with ten (10%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.
- 5.5 Right to Enter and Maintain. The Developer and the Association are hereby granted an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, reviewing, or reconstructing any utilities, facilities, retention areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots and/or KING'S COVE SUBDIVISION as a whole, in addition to benefiting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the Village, the Village following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance enter upon any Lot in order to repair, renew, reconstruct or maintain such

facilities or utilities and any assess the cost, if such cost is not traditionally assumed by the Village and/or prior to acceptance of such public improvements, to the Owners.

- 5.6 Disclaimer. The Developer shall convey the above-mentioned Outlot to the Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. The Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold harmless against any and all claims relating to the Common Areas.

ARTICLE VI COVENANTS FOR ASSESSMENTS

- 6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repair to Common Areas; and (4) special assessments as provided in Sections 5.4 and 7.3. All such assessments, together with interest thereon and costs of collection or enforcement thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall be liable to the Association for the above-mentioned assessments to the extent of one-quarter (25%) of the total assessment due, provided for in this Article VI of the Declaration, for every Lot owned by the Developer in KING'S COVE SUBDIVISION. Every subsequent Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to the entire amount of the assessment due and shall pay the same or prorated amount in the year of closing to the Association. In the event the assessments collected under this Article VI are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the final plat, and the Developer continues to own Lots on which it pays only twenty-five percent (25%) of the assessments as set forth under this Article VI, the Developer shall be responsible for up to one hundred percent (100%) of the assessments on such Lots to the extent necessary to cover the deficiency. Any further

deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

The initial costs of establishing the Homeowners Association in the sum of \$1,200.00 shall be paid by each lot owner at closing \$100.00 each.

6.2 Annual General Assessment.

- a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the Final Plat including, but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.
- b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2(a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally. The rate of assessment shall not be limited by the amounts set forth in Wisconsin Statutes, 779.70.
- c) Method of Assessments. The assessment for each Lot shall be levied at the same time once each year. The Board shall declare the assessment so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.
- d) Date of Commencement of Annual General Assessment. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

- 6.3 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs, or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances (not otherwise owned by the Village) located within any water drainage easement area.
- 6.4 Special Assessment for Exterior Maintenance to Lots.
- a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in a reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs, gutters, down spouts, exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors shall have all necessary rights of ingress and egress to and from such Lot, building, or improvement with full right to do whatever may be necessary to perform any such maintenance, repair or replacement.
- b) Assessment of Cost. The cost of such exterior maintenance, together with ten percent (10%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and, if not paid within thirty (30) days of written notice of the amount of such assessment, shall accrue interest at the annual rate of eighteen percent (18%). Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.
- 6.5 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

- 6.6 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempt from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessment, charges, or liens.
- 6.7 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.
- 6.8 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to fifty Dollars (\$50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.
- 6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Courts for Kenosha County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the

assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin Statutes 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance in said statute on any successor statute.

- 6.10 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the Final Plat. Any proposed elimination or material reduction in the assessment or charges against the Owners shall meet with the approval of the Village.

ARTICLE VII ENFORCEMENT, TERMINATION, MODIFICATION

- 7.1 Right to Enforce. This Declaration and the covenants contained herein and on the Final Plat are enforceable by the Developer and/or the Association and/or the Village or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof.
- 7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the Final Plat shall be enforceable by the Developer and its assigns, and, or the Association, and/or the Village (but the Village shall have no obligation to enforce the same and may do so in its discretion) in any manner provided by law or equity, including but not limited to one or more of the following:
- a) Injunctive relief;
 - b) Action for specific performance;
 - c) Action for money damages as set forth in this Declaration; and
 - d) Performance of these covenants by the Developer, and/or the Association, and/or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the Village describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association or the Village for the actual costs (plus fifteen percent [15%] for overhead) related to or in connection with performing these covenants.

- 7.3 Reimbursement. Any amounts expended by the Developer, the Association, and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer, the Association, and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
- 7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns, the Association, and/or the Village to enforce these covenants in the event of a subsequent default.
- 7.5 Right to Enter. The Developer, the Association, and/or the Village shall have the right to enter upon any building site or other Lot within the premises for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants and if the Developer, the Association, and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.
- 7.6 Village Authority. In the event the obligations contained herein and as contained in the Final Plat are not being performed to the satisfaction of the Village, the Village shall have the right, but not the obligation, to perform such function and may assess any charges incurred in the performance of such covenants against the Association and/or the Owners. Any amounts expended by the Village in enforcing these obligations, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall be paid by the Owner. In the event such amounts are not paid, the charges may be levied as a special assessment by the Village in accordance with Wisconsin Statutes.
- 7.7 Dedication/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the Final Plat.
- 7.8 Conflict and Failure to Mention. In the event of a conflict between the provisions of this Declaration and the Village ordinances, and the Village ordinance is stricter than the provisions contained herein, the Village ordinances shall control. Failure to mention a requirement, with respect to any Lot and single-family home to be built thereon, or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village

requirement and/or approval. Each and every Owner shall be solely responsible to insure that the Village ordinance is adhered to and shall be subject to the appropriate Village approval process for construction of a single-family home on a lot.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the property and be binding upon all persons claiming under the Developer and shall be for the benefit of and by the Association for a period of fifty (50) years from the date of this Declaration is recorded and shall be automatically extended for successive periods of fifty (50) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this declaration may be amended, subject to the Village's written approval, at anytime by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration provided the prior written approval of the Village is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.
- 8.2 Notices. Any notices required to be sent to any Member or Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.
- 8.3 Enforcement. To the extent that other specific remedies are not provided herein, upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation

from the Association, the Association may levy a fine in the amount of Five Hundred Dollars (\$500.00) and an additional fine of One Hundred Dollars(\$100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who causes the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of twelve percent (12%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 8.4 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provisions will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

ARTICLE IX DEVELOPMENT OF OUTLOT 3

- 9.1 Development of Outlot 3. Outlot 3 shall not be developed or improved in any way, and no zoning, building or occupancy permit shall be issued by the Village with respect to any such lot(s), until such time as public sanitary sewer, water, storm sewer and roadway improvements are constructed and installed in accordance with the then-current provisions of the Village of Pleasant Prairie's Land Division and Development Control Ordinance, free of charge to the Village and free of any liens or encumbrances; and/or until such time as dedications of road right-of-way and storm water management facilities are made to the Village in accordance with the then-current provisions of such Ordinance, free of charge to the Village and free of any liens or encumbrances; and/or until such time as any required fees are paid to the Village Treasurer in accordance with then-current provisions of such Ordinance. This restriction shall run with the land, shall benefit and be enforceable by the Village, and shall be removed or modified only upon the express approval of the Village Board and the recording of an affidavit evidencing such approval, signed by the Village President and attested by the Village Clerk. Ownership of Outlot 3 will remain with Developer, Developer's successors and assigns.

ARTICLE X
ACCESS RESTRICTIONS

10.1 No Lot shall have direct access to 116th Street as measured 100 feet from the centerline of 116th Street to the center line of the proposed driveway.

ARTICLE XI
FINISHED YARD GRADES

11.1 The finished yard grades for Lots 1 through 5 as shown on the Revised Master Grading Plan (dated April 11, 2014) have been established to ensure a minimum of two (2) feet of vertical rise between the anticipated 100-yr. Base Flood Elevation (BFE) of Tobin Creek and the finished yard grade adjacent to the structure. Due to the requirement of the aforementioned two (2) foot buffer, these lots shall have further restrictions placed on the grading around the structure and the structure itself as follows:

- a) Walk-out basement and basements with garden window exposures shall be prohibited on Lots 3, 4 and 5.
- b) Emergency egress stairways for habitable portions of the lower level (basements) for Lots 3, 4 and 5 are prohibited.
- c) Basement windows and other similar openings in the foundations below the finished yard grades are prohibited on Lots 3, 4 and 5 as shown on the Master Grading Plan.

ARTICLE XII
LOT 12

12.1 The structure on Lot 12 shall not be subject to the terms and conditions of these restrictive covenants. However, if the structure is destroyed by more than 50% or improved by more than 50% then the reconstruction or replacement of the structure shall be governed by the terms and conditions of these restrictive covenants.

IN WITNESS WHEREOF, this instrument has been duly executed this _____ day of _____, 2014

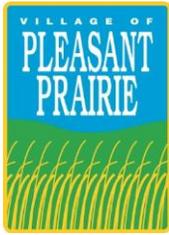
Owner

By: _____
Print Name: _____

By: _____
Print Name: _____

EXHIBIT A

Final Plat
See attached



**KING'S COVE SUBDIVISION
COMPLETED IMPROVEMENTS**

Grading Improvements

- Public Grading Improvements – Substantially completed subject to grading modifications for lots 3, 4, and 5 and as-built final topographic surveys of lots 3, 4, and 5 per the plat and lot grading plan amendments.

Survey Monuments

- Completed.

Public Roadway Improvements

- Phase 1 Improvements – Completed.
- Phase 2 Improvements (Curb and Gutter and Asphalt Binder) – Substantially completed and conditionally approved subject to maintenance and repair of binder and curb and gutter prior to Phase 3 Improvements being completed.

Sanitary Sewer

- Substantially completed and conditionally approved subject to repairs of any defects from final televising and abandon and cap sewer extension due to plat amendment and Vacation of 115th Street.

Storm Water Infrastructure

- Substantially completed and conditionally approved subject to repairs of any defects from final televising.

Public Water system

- Substantially completed and conditionally approved subject to abandoning and capping existing water stub due to plat amendment and Vacation of 115th Street.

Public Street Lights

- Completed.

Public Street Signs

- Completed.

END

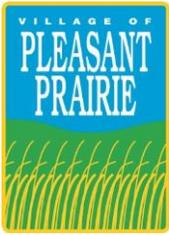


Exhibit F

Office of the Village Engineer
 Assistant Village Engineer
 Matthew J. Fineour

Estimate of Probable Costs

Proj Name:		Kings Cove Subdivision		Project No.	None
		Remaining Public Improvements		Date:	8.14.14
No.	Qty	Units	Item	Unit Price	Total
	320	tons	asphalt surface (1.5-inch)	\$60	\$19,200
	100	lin.ft.	curb removal / Replacement (Spot Repair)	\$35	\$3,500
	40	lin.ft.	curb and gutter	\$25	\$1,000
	6	each	interim inlet adjustment	\$700	\$4,200
	200	sq.yds	base patching	\$40	\$8,000
	40	each	street trees	\$350	\$14,000
	1	ls	abandon and cap sewer and water stubs	\$17,900	\$17,900
	8	each	Adjust manholes and install chimney seals	\$800	\$6,400
	5	each	Adjust water valves	\$250	\$1,250
	1980	lin.ft	mill existing curb line asphalt ramp	\$2	\$3,960
	1	ls	Televising	\$2,767	\$2,767
	1	ls	Sanitary lateral repairs from televising	\$6,000	\$6,000
	1	ls	lot survey certification associated with FP	\$5,000	\$5,000
				Subtotal:	\$93,177
				15%	Contingencies \$14,000
				10%	Eng., Legal & Administrative \$9,300
				Total Proj Cost	\$116,477
				Less: Cash on Deposit	(\$37,764)
				Additional Funds Needed	\$78,713

Village of Pleasant Prairie

Engineering Department
 Pleasant Prairie, WI

Notes:

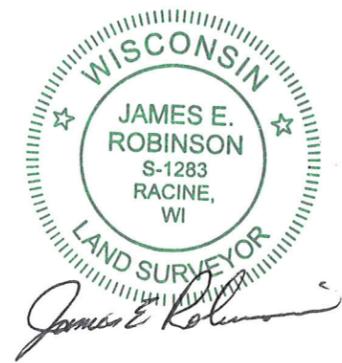
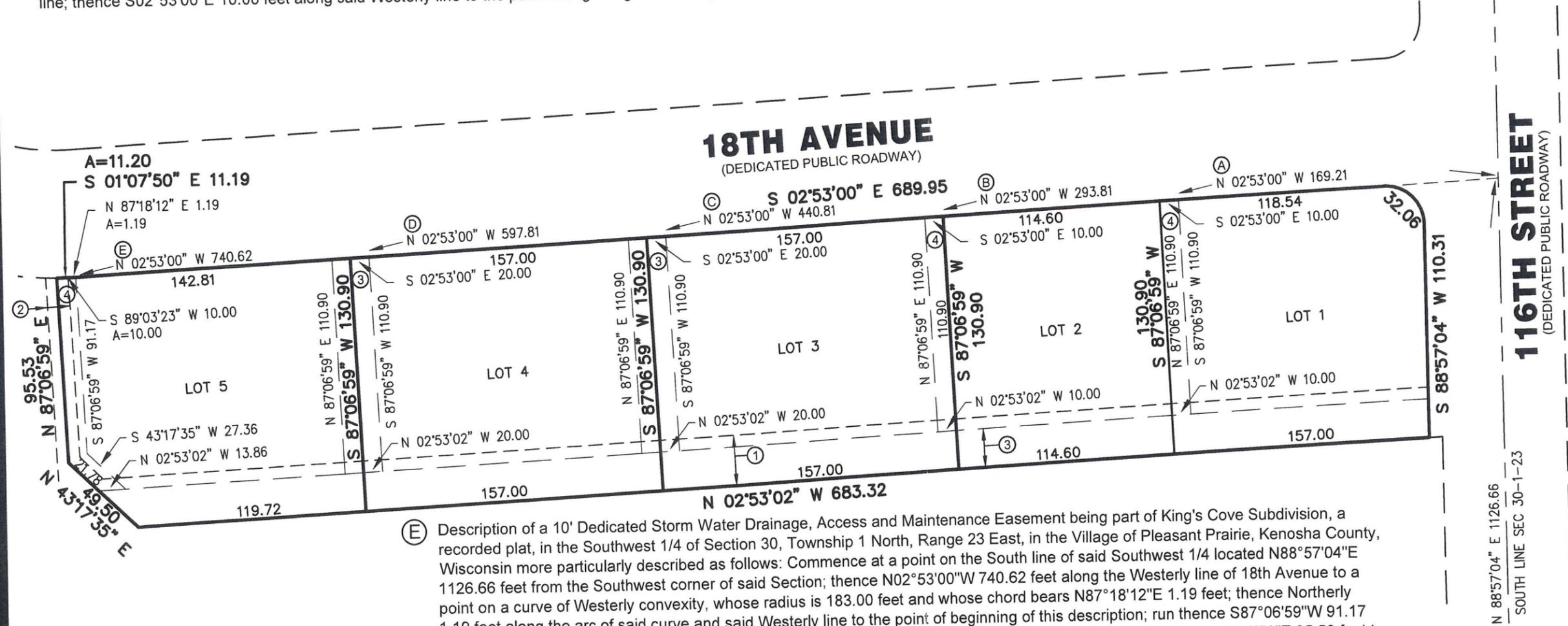
- Curb and gutter spot repair - estimated quantity assumed 5% replacement
- base patching - estimated quantity
- Regrading of Lots 1-3 not included in cost estimate

(A) Description of a 10' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence S02°53'00"W 169.21 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 10.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 10.00 feet along said Westerly line to the point of beginning. Containing 1,109 sq.ft.

(B) Description of a 10' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 293.81 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 10.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 10.00 feet along said Westerly line to the point of beginning. Containing 1,109 sq.ft.

(C) Description of a 20' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 440.81 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 20.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 20.00 feet along said Westerly line to the point of beginning. Containing 2,218 sq.ft.

(D) Description of a 20' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 597.81 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 20.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 20.00 feet along said Westerly line to the point of beginning. Containing 2,218 sq.ft.



(E) Description of a 10' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 740.62 feet along the Westerly line of 18th Avenue to a point on a curve of Westerly convexity, whose radius is 183.00 feet and whose chord bears N87°18'12"E 1.19 feet; thence Northerly 1.19 feet along the arc of said curve and said Westerly line to the point of beginning of this description; run thence S87°06'59"W 91.17 feet; thence S43°17'35"W 27.36 feet; thence N02°53'02"W 13.86 feet; thence N43°17'35"E 21.78 feet; thence N87°06'59"E 95.53 feet to said Westerly line and a point on a curve of Westerly convexity, whose radius is 183.00 feet and whose chord bears S89°03'23"W 10.00 feet; thence Southerly 10.00 feet along the arc of said curve and said Westerly line to the point of beginning. Containing 1,179 sq.ft.

Easement Descriptions

- ① 26' DEDICATED UTILITY EASEMENT
- ② 12' DEDICATED UTILITY EASEMENT
- ③ 20' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT
- ④ 10' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT



LOTS 1, 3, 4 and 5 of KING'S COVE SUBDIVISION
Village of Pleasant Prairie, Wisconsin

Scale: 1" = 50'
Drawn By: ICB SCB
DATE: 4-11-2014
2011.0079.02

Storm Water Drainage, Access and Maintenance Easement Exhibit



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

1458 Horizon Boulevard, Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

Notes

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.



18TH AVENUE (DEDICATED PUBLIC ROADWAY)

LOT NO 5
F.Y.G. 638.6
T.O.F. 639.3

LOT NO 4
F.Y.G. 638.9
T.O.F. 639.6

LOT NO 3
F.Y.G. 639.0
T.O.F. 639.7

LOT NO 2
F.Y.G. 638.2
T.O.F. 638.9

Legend

+ 636.64	EXISTING MATCH LINE GRADES
+ 636.96	PROPOSED LOT LINE GRADES
⊕ 636.96	PROPOSED DRAINAGE SWALE GRADES

- Easement Descriptions**
- ① 26' DEDICATED UTILITY EASEMENT
 - ② 12' DEDICATED UTILITY EASEMENT
 - ③ 20' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT
 - ④ 10' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT

NOTE: SEE SITE GRADING PLAN FOR CONTOURED LOT GRADING INFORMATION. SPOT GRADES TO BE UTILIZED IN CONJUNCTION WITH SITE GRADING PLAN



RECEIVED
MAY 15 2014
Village of Pleasant Prairie

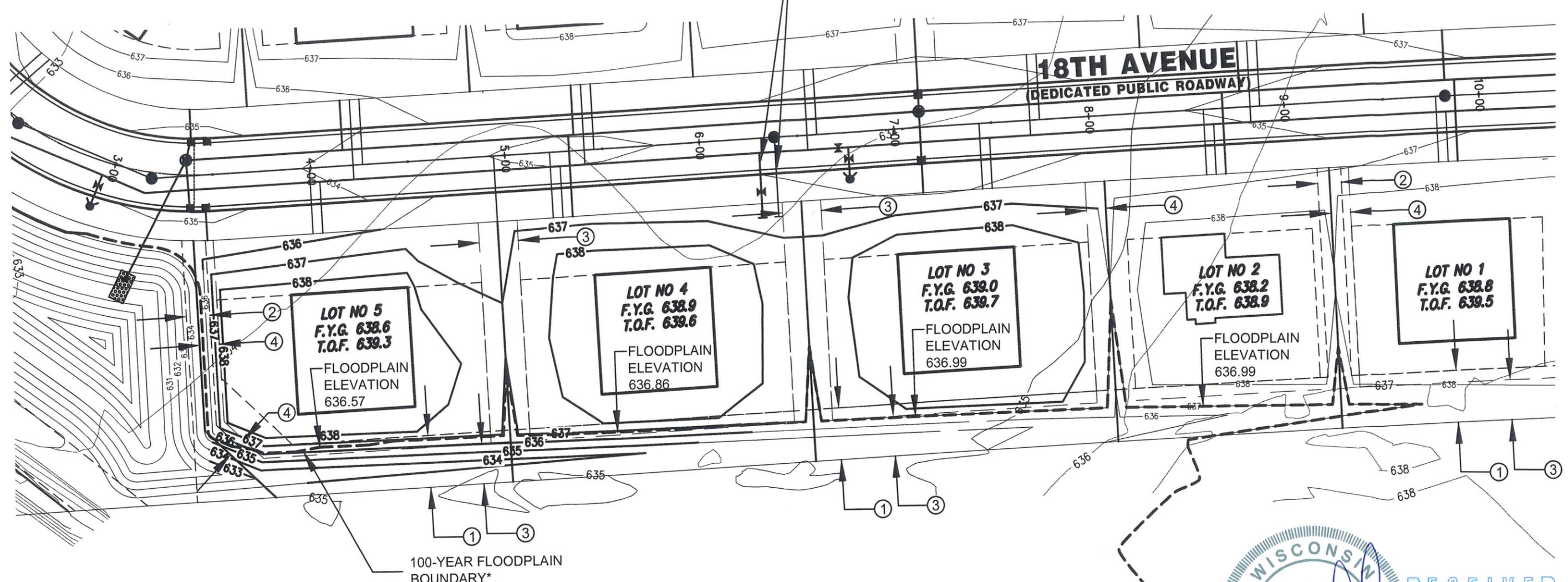
Scale: 1" = 40'
 Drawn By: ICB SCB
 DATE: 4-11-2014
 2011.0079.02
 Revised Master Grading Plan
 LOTS 3, 4 and 5 of KING'S COVE
 SUBDIVISION
 Village of Pleasant Prairie, Wisconsin



Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors
 1458 Horizon Boulevard, Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net



NOTE: SANITARY SEWER AND WATER MAIN STUBS IN LOT 4 TO BE CAPPED AT THE MAIN AND ABANDONED IN PLACE



100-YEAR FLOODPLAIN BOUNDARY*

* SOURCE OF INFORMATION: "TOBIN CREEK FLOODPLAIN EVALUATION" AS PREPARED BY R.A. SMITH NATIONAL, INC. DATED MAY 12, 2009. THE FLOODPLAIN IN THE PROJECT AREA IS CURRENTLY UNOFFICIAL HOWEVER; THE TOBIN CREEK FLOODPLAIN EVALUATION IS THE BEST AVAILABLE FLOODPLAIN INFORMATION THE VILLAGE CURRENTLY HAS FOR THE AREA.



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Legend

— 702 —	EXISTING CONTOURS
— 702 —	PROPOSED CONTOURS
-----	100-YR FLOODPLAIN

Easement Descriptions

①	26' DEDICATED UTILITY EASEMENT
②	12' DEDICATED UTILITY EASEMENT
③	20' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT
④	10' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT

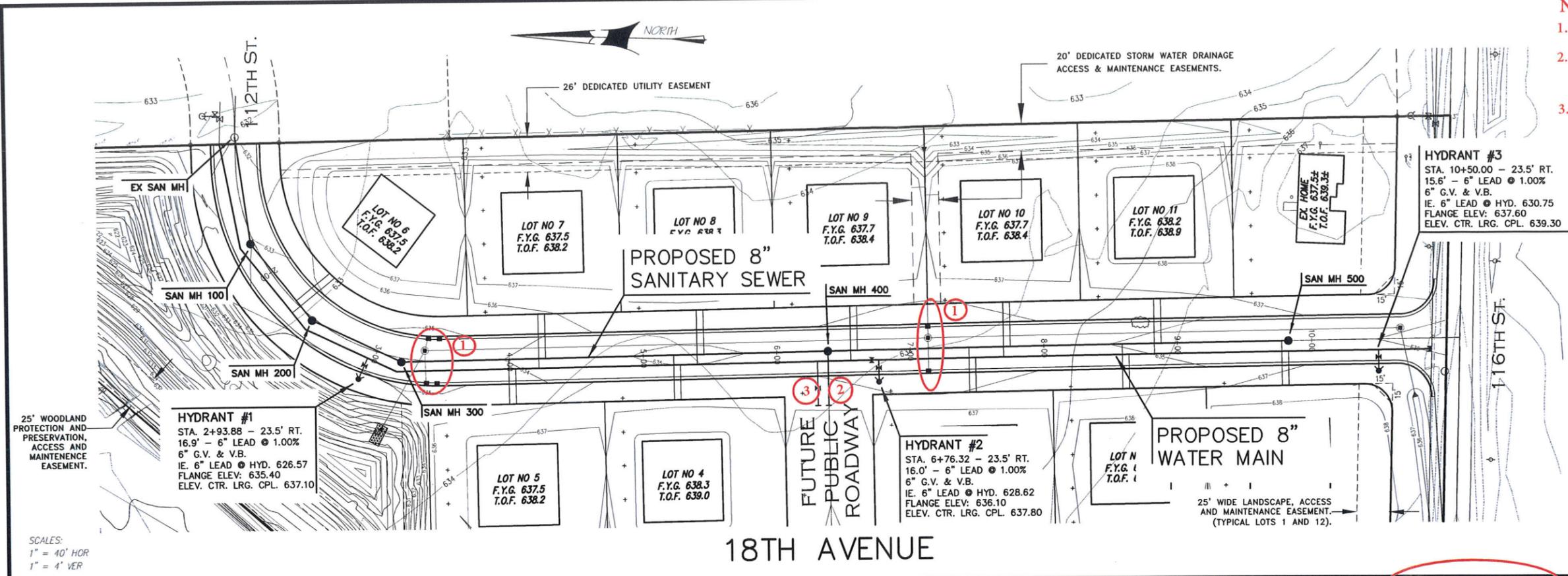
Survey Notes
BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE
ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.



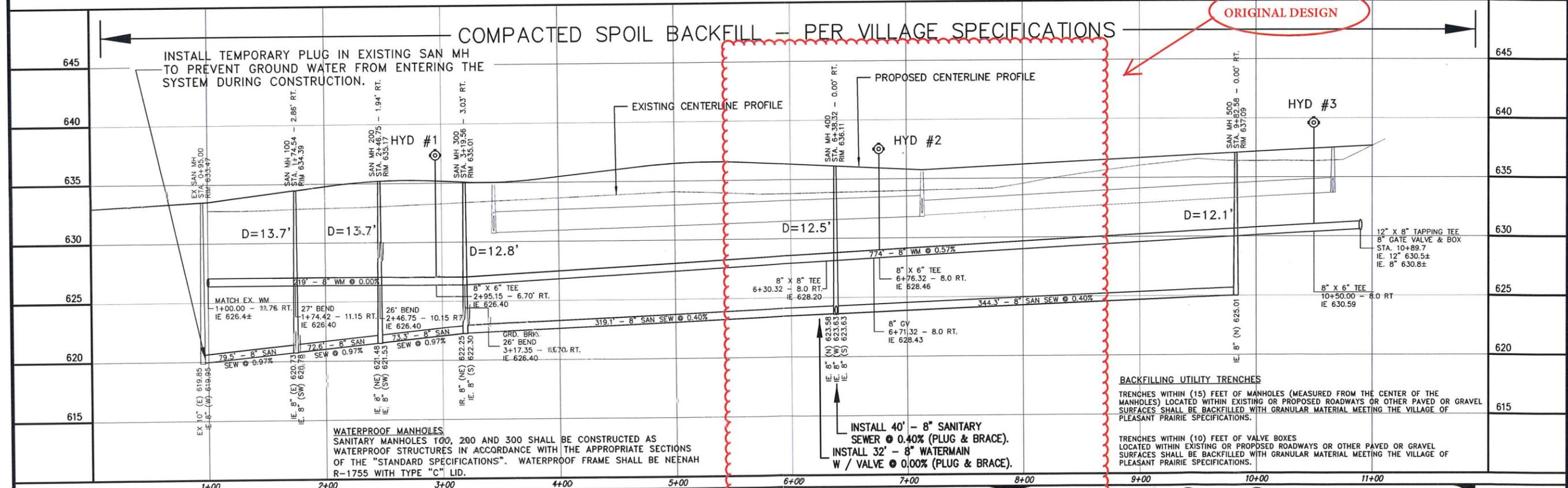
Scale: 1" = 50'
Drawn By: ICB SCB
DATE: 4-11-2014
2011.0079.02
Revised Site Grading Plan
LOTS 3, 4 and 5 of KING'S COVE SUBDIVISION
Village of Pleasant Prairie, Wisconsin

NOTES:

1. Inlet Protection Required.
2. Disconnect 8" Sanitary Sewer Stub and abandon in place.
3. Disconnect 8" Watermain stub, remove valve box riser to 4' below grade and abandon main in place.



SCALES:
1" = 40' HOR
1" = 4' VER



REVISIONS	BY	DATE	REVISIONS	BY	DATE
ISSUE FOR CONSTRUCTION	MDE	2-14-2006	ISSUE FOR REVIEW	MDE	7-23-2004
			ISSUE FOR REVIEW	MDE	5-23-2005
			ISSUE FOR PERMIT	MDE	8-5-2005
			ISSUE FOR APPROVALS	MDE	10-25-2005
			FINAL PLAN REVIEW	MDE	12-5-2005
			LOT 1 SANITARY LATERAL	MDE	2-14-2006

LAYER	MANAGER	DATE	PLAN REF. DRAWING
BYES	CINO	4-23-2004	2002073.DWG
DRAWN BY			
DATE			
DRAWING NAME			
RCPO1100.DWG			

NM & B
NIELSEN MADSEN & BARBER S.C.
 CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
 1339 WASHINGTON AVE. RACINE, WI. 53403
 TELEPHONE (262)634-5588 FAX (262)634-5024 E-MAIL NMB@NMBSC.NET

KING'S COVE SUBSIVISION
 112TH STREET / 18TH AVENUE
 SANITARY SEWER & WATERMAIN
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

SHEET NO.	6 OF 13
JOB NO.	2002.073



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

**CONSTRUCTION SPECIFICATIONS
FOR
KING'S COVE SUBDIVISION
UTILITY MODIFICATIONS
VILLAGE OF PLEASANT PRAIRIE**

1458 Horizon Blvd.
Suite 200
Racine, Wisconsin
Ph. (262) 634-5588
Fax: (262) 634-5024

CONSTRUCTION SPECIFICATIONS

FOR

KING'S COVE SUBDIVISION
UTILITY MODIFICATIONS
VILLAGE OF PLEASANT PRAIRIE

May 6, 2014
File No: 2011.0079.02

RECEIVED
AUG 8 - 2014
Village of Pleasant Prairie

KING'S COVE SUBDIVISION
UTILITY MODIFICATIONS

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Invitation to Bidders I-1 thru I-2

Instruction to Bidders..... Page 1 thru Page 5

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Specifications S-1 thru S-5

Village Specifications

- VS-0100 – General Terms and Conditions
- VS-0200 – Sanitary Sewer
- VS-0300 – Storm Sewer
- VS-0400 – Water Main
- VS-0500 – Roadway and Sidewalk Construction
- VS-0601 – Backfilling Utility Trenches
- VS-0602 – Site Restoration and Surface Replacement
- VS-0603 – Manhole Adjustments (Existing Manholes)
- VS-0700 – Street Trees

Bidder's Proposal BP-1 thru BP-3

Contract..... C-1 thru C-4

Performance Bond Page 1 thru Page 3

Payment Bond..... Page 1 thru Page 3

Insurance and Liability Requirements ILR-1 thru ILR-2

Plans Attached

Bid Bond (5%)..... To be attached

INVITATION TO BIDDERS

Bids shall be submitted on the Bid Form furnished in the manner provided thereon.

Any alteration or extension of the Bid Form, the furnishing on it of unsolicited information or prices, or the exclusion of necessary signatures shall constitute an informal bid subject to rejection at the time set for opening bids.

Unit price bids will be compared on the basis of the stated number of units in the Engineer's estimate of quantities as listed in the Bid Form. Such estimate, while made from the best information available, is approximate only. Payment under the contract shall be based on the actual number of units contained in the completed work, except that the earth work and seeding quantities shall be paid for at a lump sum based on the unit price times the estimate of quantities for these items. The penal amount of the performance bond for the contract shall be the lump sum bid using the extension of the unit prices times the estimated number of units.

All unit prices, total prices, and lump sum prices, if any, shall be in writing and in figures. In case of conflict the written price will govern.

Bidders shall submit with their bids the complete set of documents forming the Plans and Specifications.

Bids shall be plainly marked on the outside of the envelope with the contract name and date for identification purposes.

Bidders are requested and expected to make a thorough examination of the ground and of all conditions affecting the work.

Bidders are required to inform themselves as to all of the conditions relating to construction and labor under which the work will be or is now being performed, and the successful bidder must employ, so far as possible, such methods and means in carrying out the contractor's work as will cause the least interference and interruptions with any other contractors.

No Proposal may be withdrawn after the time for receiving bids has expired, except as provided in Section 66.29(5) of the Wisconsin Statutes.

There will be no public bid opening for this project.

The Owner reserves the right to reject any or all bids, waive any irregularities, or accept the bid which, in the opinion of the Owner, will service the best interest of the Owner.

The successful Bidder will be required to furnish satisfactory Performance and Payment Bonds for the full amount of the contract Price for each of the above bonds.

The Owner reserves the right to reject any and all Bids, waive any informality in bidding, or to accept the Bid which is in the best interest of the Owner. No Bid shall be withdrawn for a period of 60 days after the opening of the Bids without the consent of the Owner.

All bidders, whether a corporation, partnership, or individual, who are non-residents of the State of Wisconsin, shall comply with Section 71.10(14) of the Wisconsin Statutes.

Bids shall be submitted in a sealed envelope bearing the name of the bidder and words "Bid for KING'S COVE SUBDIVISION UTILITY MODIFICATIONS PROJECT" and mailed or delivered to **Nielsen Madsen & Barber, S.C., 1458 Horizon Blvd., Suite 200, Racine, Wisconsin 53406** no later than:

4:30 p.m. on May 20, 2014.

INSTRUCTIONS TO BIDDERS

CONTRACT DOCUMENTS

The Contract Documents consist of the Invitation to Bidders, Instructions to Bidders, General Specifications, Specifications, Village Specifications, Bidder's Proposal, Contract, Bid Bond, Performance Bond, Payment Bond, Insurance and Liability Requirements, Plans, and include all other herein bound attachments and modifications thereof incorporated in the documents as prepared by the Owner.

PROPOSAL FORMS

No bid will be considered which is not completed and submitted on forms furnished by the Owner.

REQUIREMENTS FOR SIGNING PROPOSALS

- (a) The full name and business address of each bidder must be entered on the proposal submitted. The proposal shall be signed in the space provided therefore by written signature of the persons properly authorized to sign it.
- (b) A proposal submitted by an individual shall be signed by the bidder or by an authorized agent.
- (c) A proposal submitted by a firm or partnership shall be signed by a member or by an authorized agent thereof; if by joint venturers, the proposal shall be signed by each or by their authorized agent or agents.
- (d) Proposals which are signed by an attorney-in-fact for individuals, firms, partnerships, or joint ventures shall have attached thereto a power-of-attorney evidencing authority to sign the bid.
- (e) A proposal submitted by a corporation shall be signed by an authorized officer or agent of such corporation and the corporate seal must be affixed. Such corporation must be licensed to do business in the State of Wisconsin before a proposal to do the work embraced in the proposal can be received. If a foreign corporation, the state under which it is incorporated must be named.

SUBMISSION OF PROPOSAL

The proposal and the proposal guaranty shall be placed in an envelope and shall be sealed. On the envelope shall be plainly written the DATE OF OPENING BIDS, NAME OF BIDDER, and the TITLE OF THE WORK. Such envelope shall be addressed and

delivered to Nielsen Madsen & Barber, S.C., 1458 Horizon Blvd., Suite 200, Racine, Wisconsin 53406 before the time set for opening of bids.

PROPOSAL GUARANTY

Each bid must be accompanied by a bid bond, certified check, or bank cashier's check equal to at least five percent (5%) of the bid. Failure to execute the contract by the successful bidder will constitute a breach of agreement and the bond or check shall be forfeited to the Owner as liquidated damages.

PRIOR EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

Bidders must satisfy themselves by examination of the contract documents, the site, and the conditions and obstacles to be encountered in the field, and by such other means as may be necessary, as to the accuracy of the schedule of quantities of the work to be done and the intent of said contract documents. After the submission of the proposal, no complaint or claim that there was any misunderstanding as to the quantities, conditions, or nature of the work will be entertained, and no extra compensation shall be allowed by reason of any matter or thing concerning which such bidder might have fully informed himself prior to the bidding.

QUANTITIES

The estimated quantities of the work are the result of careful calculations but are not to be considered as final. Such estimates will be used as a basis for determining the lowest bidder. After the contract is awarded the quantity of work listed under any item, or all items, may be increased or decreased according to the specifications at the discretion of the Owner or its authorized representatives without in any way invalidating the bid price.

BID PRICES

Bidders must submit a bid price, in accordance with the specifications, for each item of the job or branch, in compliance with the bidding units specified for the quantities listed in the proposal. Bid prices must be written out in words and also entered in figures. In case of conflict, the written word prices will prevail.

INADEQUACIES AND OMISSIONS

For bidding purposes the Owner will not be responsible for verbal information or statements made by representatives of the Engineer, or any other department for which work will be performed, where such information or statement apparently corrects or in any way amends the contract documents. Bidders shall bring any inadequacies, omissions, or conflicts to the attention of the Owner before the due date for the bids. Prompt clarification will be immediately supplied to all bidders by Addenda, and each Addendum shall be acknowledged on the Proposal Form.

Failure to so request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of responsibility. The signing of the contract will be considered as implicitly denoting that the contractor has a thorough comprehension of the full intent and scope of the specifications and drawings.

TIME OF PERFORMANCE

When not otherwise specified, the bidder must state in the proposal the least number of calendar days (counting Saturdays, Sundays, and holidays) after date to commence work given in the Notice to Proceed in which he will start construction, and the number of calendar days (counting Saturdays, Sundays, and holidays) after date to commence work given in the Notice to Proceed in which he will fully complete the work as specified.

In stating performance time, the bidder should make due allowance for all probable difficulties which may be encountered.

In the event of failure to complete the work within the time stated or otherwise specified, liquidated damages will be assessed in accordance with Section 108 of the State Specifications.

DOUBLE BIDDING

Two proposals under different names will not be accepted from one firm or association. Submittal of two proposals will result in disqualification of both.

DISQUALIFYING OF BID PROPOSAL

A bid proposal will be disqualified because of gross errors in computation which cannot be resolved by mathematical correction without resorting to information not contained in the bid.

Errors in extension may be corrected providing that the unit cost is legible and can be definitely identified as complying with item specifications. The total bid shall be adjusted in accordance with approved extension corrections. An extension may not be divided by number of units specified to determine a unit cost if such is omitted by the bidder. It is the responsibility of the bidder to submit a neat, accurate, and complete proposal if his bid is to be accepted.

WITHDRAWAL OF PROPOSAL

A bidder may withdraw his proposal, provided written request to withdraw has been received by the Owner, or the bidder appears in person with proper identification to the Owner, prior to opening bid proposals. The proposal will be returned to the bidder unopened.

No proposal may be withdrawn after the time set for opening bids except as provided by Section 66.29 (5) of the Wisconsin Statutes.

BASIS OF AWARD

All bids will be reviewed on the basis of the final total bid line on the bid form provided. This line is the total of all items in the Bidder's Proposal. After tabulating all bids that are submitted in conformance with the documents, award of the contract may be made to the lowest comprehensive, responsible bidder as determined by the Engineer and Owner, within two (2) calendar days after the bid opening.

RIGHT TO ACCEPT OR REJECT BIDS

The Owner reserves the unqualified right, in its sole and absolute discretion, to reject all bids or any bid, to waive any irregularities in any bid, or to accept any bid which will best serve the interest of the Owner. The Owner also reserves the unrestricted privilege to reject any unit prices for additions to or deductions from the scheduled amount of work as given in the bid, if the same are considered excessive or unreasonable, or to accept any or all such unit prices which may be considered fair and reasonable.

The bid openings for this project will be private.

PERFORMANCE GUARANTY

The performance of the contract must be assured by a surety bond executed by the successful bidder in the full amount of the contract. Such bond must also be executed by a surety company and acceptable to the Owner.

CONTRACT EXECUTION

Within SEVEN (7) days from the date of receipt of the contract forms from the Owner, the successful bidder shall execute FOUR (4) copies of the contract form, attach the performance guarantee of the approved licensed surety, and deliver same to the Engineer's office. Such contract, when signed by the Owners, and approved as to form and execution by their attorneys, shall be a part of the contract documents.

In case of failure to have delivered such properly executed copies of the contract within the said SEVEN (7) days, or such extension thereto as the Owner may deem reasonable, said bidder will thereupon be considered as having abandoned his proposal and shall be considered in default to the Owner to the full amount of his proposal guaranty, it being distinctly understood agreed upon by the party tendering the proposal that such proposal guaranty represents the damages to which the Owner will be subjected by reason of the bidder's default in acceptance of the contract or failure to either properly execute the contract forms or deliver same within the specified time of extension, if any.

REFUND OF PROPOSAL GUARANTY TO UNSUCCESSFUL BIDDERS

The proposal guaranty of all except the two lowest bidders will be refunded after the Owner has made a determination of the lowest responsible bidder. The remaining proposal guaranty will be refunded upon execution of the contract.

GENERAL SPECIFICATIONS

I. DEFINITIONS

GENERAL - Whenever in the specifications or in any documents or instruments in construction operations where the special provisions govern, the following abbreviations, terms or pronouns in place of them are used, the intent and meaning shall be interpreted as having the meaning herewith set forth.

ADVERTISEMENT - The official notice of inviting bids for all proposed improvements included in any one letting.

ADDENDA - All revisions of any supplements to the plans and specifications incorporated in or attached to and becoming an integral part of the Contract Documents.

AWARD - The acceptance by the Owner of a bid.

BIDDER - Any individual, firm, partnership or corporation, or a combination of any or all jointly submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

CALENDAR DAY - Every day showing on the calendar, Sundays and holidays included.

COMPLETION DATE OF THE CONTRACT - The calendar date shown in the proposal in which all work contemplated under shall be completed.

COMPLETION DATE OF THE WORK - Date of completion shall be the date the Owner approved the certification by the Village Engineer or his duly authorized representative.

CONTRACT BOND - Approved form of security furnished by contractor and his surety as a guarantee of good faith on the part of the contractor to execute work in accordance with and complying with terms and conditions of Contract Documents.

CONTRACT CHANGE ORDER - A written order by the authorized representative of the Owner covering work not otherwise provided for, revisions in or amendments to the contract, or conditions specifically prescribed in the special provisions as requiring contract change orders. Such document becomes a part of the contract.

CONTRACT DOCUMENTS - All the integral documents of the contract comprised of: (a) written agreement (contract) covering the performance of the work and furnishing of materials for the construction of the improvement; (b) instructions to

bidders; (c) invitation to bidders; (d) general specifications; (e) specifications; (f) Village specifications; (g) proposal; (h) insurance and liability requirements; (i) bid bond; (j) performance bond.

CONTRACT TIME - The number of calendar or working days shown in the proposal representing the time allowed for the completion of work contemplated in the contract.

CONTRACT PERIOD - The period from the specified date of commencing work to the date that the specified number of working days has elapsed, both dates inclusive, or from the specified date of commencing work to the specified date of completion, both dates inclusive.

CONTRACTOR - Any individual, firm, partnership, corporation, or a combination of any or all jointly submitting a proposal to whom the contract is awarded by the Owner or its heirs, executors, administrators, successors, or assigns.

ENGINEER – A Professional Engineer duly licensed in the State of Wisconsin.

a) VILLAGE ENGINEER - The Village Engineer for the Village of Pleasant Prairie or the Village's duly appointed representative.

b) OWNER'S ENGINEER – The Owner's Engineer or the Owner's duly appointed representative.

INSPECTOR - The authorized representative of the Village assigned to make a detailed inspection of any and all portions of work or materials thereof.

INVITATION TO BIDDERS (OFFICIAL NOTICE) - The advertisement for proposals for work or materials on which bids are required. Such advertisement will indicate with reasonable accuracy the location and character of the work to be done or materials to be furnished and the time and place of submitting the proposals.

NOTICE TO PROCEED - A written notice to the contractor by the Owner's authorized representative of the time within which he shall begin the prosecution of the work.

"OR EQUAL CLAUSE" - Whenever in any of the Contract Documents, an article, materials, or equipment is defined by describing a proprietary product or by using the name of a manufacturer of vendor, the term "or equal", if not inserted, shall be implied. The specific article, materials, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's products or comparable quality, design, and efficiency.

OWNER – The developer or land owner that is causing the improvements to be made within the public right-of-way and dedicated easements.

PLANS - All contract drawings, reproductions of drawings, sketches, and revisions thereof pertaining to the work covered by the contract on file in the office of the Village Engineer.

PROPOSAL - The offer of the Bidder, submitted on the prescribed proposal form to perform the work including the furnishing of labor and materials at the prices quoted by the Bidder.

PROPOSAL FORM - The approved form on which the Owner requires bids to be prepared and submitted for the work.

PROPOSAL GUARANTEE - The security furnished with a bid to guarantee that the Bidder will enter into the contract if his bid is accepted.

SUBCONTRACTORS - The individual, firm, partnership or corporation to whom the contractor, with the written consent of the Village Engineer, sublets, assigns, or otherwise disposes of any part of the work covered by the Contract Documents.

SURETY - The approved surety corporation licensed to do business in the State of Wisconsin bound with and for the contractor to insure his acceptable performance of the contract and for his payment of all obligations under the contract.

VILLAGE - The Village of Pleasant Prairie, a municipal corporation of the State of Wisconsin located in the County of Kenosha.

- a. STREET SUPERINTENDENT – The Street Superintendent for the Village of Pleasant Prairie or the duly appointed representative.
- b. UTILITY SUPERINTENDENT – The Utility Superintendent for the Village of Pleasant Prairie or the duly appointed representative.

WORK - Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient in the successful completion of the project or particular part of the project in accordance with the requirements of the contract.

WORKING DAY - A calendar day, except Saturdays, Sundays, and nationally recognized legal holidays, where in the opinion of the Village Engineer, it is possible for the contractor to start and continue construction operations. Days of inclement weather will not be considered as working days.

II. EMPLOYMENT OF LABOR

a) LIEN LAW - All provisions of Chapter 779, Wisconsin Statutes and all related provisions.

b) WORKER'S COMPENSATION INSURANCE - The contractor shall take out and maintain during the life of the contract worker's compensation insurance for all of his employees employed on work under this contract, and in case work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees employed under the contract, unless such employees are covered by the protection afforded by the contractor. In case any class of employee is not protected under Worker's Compensation Statute, the contractor shall provide, and shall cause the subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected.

c) DATES OF WORK & SHIFT REGULATIONS - Any work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the Owner. Work at the site to be performed at other than normal working hours must be coordinated with the Owner.

III. NECESSARY NOTICE AND PERMITS

a) NOTICE TO PROCEED WITH WORK - The Owner will notify the contractor of the date to commence work covered by the contract. Upon receipt of such notice the contractor shall comply with all notice requirements set forth below and in the special provisions.

b) NOTICE FOR INSPECTION - The contractor shall notify the Village Engineer at least two (2) working days before commencing work or adding another crew so that an inspector can be assigned.

c) NOTICE TO FIRE AND POLICE DEPARTMENTS - The contractor shall give written notice to the Fire and Police Departments of the Village of Pleasant Prairie at least 48 hours before closing off or in any manner affecting through vehicular traffic on any street.

d) NOTICE FOR STATE ARTERIAL HIGHWAYS - Whenever the work will obstruct or in any way disrupt vehicular traffic on State arterial highways, the contractor shall give notice at least three (3) days in advance thereof to the State of Wisconsin, Department of Transportation Division of Highways.

e) NOTICE TO UTILITIES - The contractor shall give notice in writing to all utilities (such as gas, electric, telephone, transport company, water and wastewater, Cable TV, and all other utilities) that may be affected by the contractor's operations at least three (3) working days before starting work. The contractor shall not hinder or

interfere with any person in the protection of such work, or with the operation of busses, at any time, except with the written permission of the Village Engineer.

f) PERMITS AND LICENSE - The contractor shall procure all necessary permits and licenses, pay all charges and fees, and give notices necessary and incidental to the due and lawful production of the work.

g) COPIES OF NOTICES AND PERMITS - Copies of all written notices and permits shall be submitted to the Village Engineer and Owner prior to the commencement of construction.

h) NOTICE OF WORK SUSPENSION - In case the work is stopped and is to remain stopped for any considerable length of time, the contractor shall promptly notify the Village Engineer. The contractor shall also notify the Village Engineer at least twenty-four (24) hours before the work is to be resumed.

i) PERMIT FOR STREET CLOSING - When it is necessary to close any street to traffic, the contractor shall obtain a permit from the Village of Pleasant Prairie.

IV. CONTROL OF WORK AND MATERIALS

a) AUTHORITY OF ENGINEER - All work shall be done in compliance with the Contract Documents. The Village Engineer shall decide all questions which shall arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between contractors under the specifications. He shall determine the amount of work performed and materials furnished.

b) AUTHORITY AND DUTIES OF INSPECTORS - Inspectors employed by the Village shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all fabrication or manufacture of the materials to be used. The inspector is not authorized to revoke, alter, or waive any requirements of the specifications nor is he authorized to approve or accept any portion of the completed project. He shall call the attention of the contractor to any failure of the work or materials to have the authority to reject materials. Any dispute between the inspector(s) and the contractor shall be referred to the Village Engineer. Any advice which the inspector(s) may give the contractor shall in no way be construed as binding the Village in any way or releasing the contractor from fulfilling any of the terms of the Contract.

c) PLANS AND SPECIFICATIONS TO BE AVAILABLE - The contractor shall keep a legible copy of the plans and specifications at the site of the work at all times.

d) CONTRACTOR'S REPRESENTATIVE - The contractor shall have at site of the work at all times, while work is in progress, a superintendent or foreman having authority both to receive orders from the Village Engineer and to act for the Contractor.

Such representative must be acceptable to the Engineer and must have a thorough understanding of the plans and specifications and must be capable of directing the work as called for in the Contract Documents.

e) PERFORMANCE OF THE WORK - All work to be performed must be in accordance with the Contract Documents subject to approval and acceptance of the Owner.

f) RIGHT TO SAMPLE TEST MATERIALS - The Village Engineer shall have the right to take samples of and test the materials furnished.

g) RIGHT TO WEIGH MATERIALS - The Village Engineer reserves the right to have any load of material delivered checked for weight at a truck scale; no claim for loss or delay will be allowed on this account.

h) INSPECTION - All materials and each part or detail of the work shall be subject at all times to inspection by the Village Engineer or his authorized representatives, and the contractor will be held strictly to the true intent of the specifications in regard to the quality of materials, workmanship, and the diligent execution of the contract.

Such inspection may include mill, plant, or shop inspection, and any material furnished under these specifications is subject to such inspection. The Village Engineer or his representative shall be allowed access to all parts of the work, and shall be furnished with such information and assistance by the contractor as is determined by the Village Engineer or his representative, to make a complete and detailed inspection.

i) CONTINUOUS WORK - The contractor shall execute the work representative during the working hours of the day unless at his own volition upon due notice to the Village Engineer and with his approval, he desires to prosecute the work continuously or at night. In all cases, the contractor shall provide such facilities for carrying on night work as the Village Engineer directs. No claim or continuous work for damages or detriment to the quality of the work which may be incurred by the contractor in being permitted to carry on work during such time, it being understood that full compensation for night or continuous work and all expenses incident thereto are included in the prices for the various items in the contract.

j) DEFAULT AND COMPLETION OF WORK - The Owner and the Village have the right, in cases of improper or imperfect performance of the work, or failure to prosecute the work to insure its completion within the time limits specified by the

Contract Documents, and upon certification of the Village Engineer that sufficient cause exists to justify action, to give written notice to the contractor and the surety stating said default. If the contractor does not remedy such default within ten (10) days after such notice is given, the Owner has the right to suspend all work by the contractor. When the contractor and surety are notified that the Owner has elected to suspend the work, the contractor shall cease to have the right to occupancy of the work site, and the Owner shall have the right to forthwith take possession of the work site. The surety shall have the right to complete the contract, but in the event that performance has not been commenced by the Surety within ten (10) days from the date of the notice of suspension, the Owner has the right to continue in the possession of and utilize, for the completion of the contract, any and all materials, tools, equipment, and plant which the contractor has had delivered upon the site of the work and to prosecute the work to the completion, either by force account or by contract.

Expenditures made by the Owner in completing the work under the contract and in payment of valid claims arising under the terms of the contract shall be deducted from monies due or which would have become due the contractor upon completion of the contract.

No claims for "extras" arising from the Owner's actions in completing the work will be allowed. The contractor and surety shall be liable and shall reimburse the Owner for any costs, in excess of the contract amount required to complete the work.

k) ASSUMPTION OF CONTROL OF WORK NOT A WAIVER - Neither an extension of time for any reason beyond that fixed in the contract for the completion of the work, nor the performance, nor acceptance of any portion of the work as called for in the Contract Documents, nor any partial payment made on account of work done, nor the use of any portion of the work by the Owner, shall be deemed a waiver of any portion of the work to assume control of the work done in the manner above set forth, nor be any excuse for the contractor or surety to fail to fulfill all the stipulations set forth or reasonably implied in the Contract Documents.

l) WORKMANSHIP - All workmanship shall conform to the best standards of practice. Unless otherwise specified, the specifications of recognized association of manufacturers and contractors or industrial manufacturers shall be used as guides for the standards of workmanship.

All exposed items of work shall present a neat workmanlike appearance and shall be as true to shape and alignment as is possible to obtain with measuring or leveling instruments generally used in the respective types of work. Items of work shall be sound and fully protected against damage and premature deterioration. It is specifically understood that in all questions of quality and acceptability of workmanship the contractor agrees to abide by the decisions of the Village Engineer.

The contractor shall furnish all labor, materials, necessary tools, equipment, and accessories that are necessary for integrating all portions of the work included in the contract to fulfill the true purposes and intent of the contract.

m) PARTIAL ACCEPTANCE - When requested by the contractor and upon specified approval of the Village Engineer, prior to final inspection and acceptance, the contractor may be relieved of maintenance of sections of the work which have been completed. Such partial acceptance and assumption of the maintenance by the Owner shall be covered by a written notice from the Village Engineer to the contractor, and such notice shall definitely designate the sections of the work on which the contractor is to be relieved of maintenance and shall also set forth the date upon which such notice shall be effective.

The assumption of maintenance by the Village, will not relieve the contractor of any responsibility for defective workmanship or materials or for damages caused by his own operations.

Such action will not be construed to be a final inspection or acceptance of any part of the work nor waiver of any legal rights.

n) FINAL ACCEPTANCE - The Village Engineer will make an inspection of the work included in the contract as soon as practical after notification by the contractor and confirmation by the inspector that such work has, in their opinion, been completed and final clean-up performed.

Should the inspection disclose any work, in whole or in part, as being unsatisfactory, the Village Engineer will give the contractor the necessary instructions for correction of the same, and the contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

When all work included in the Contract has, in the opinion of the Village Engineer, be completed, the Owner will make the final acceptance and will certify the date of completion of work.

o) SOURCE OF SUPPLY AND QUALITY - The special provisions contemplate the use of new, high quality materials throughout the work, except as may specifically be provided elsewhere in the specifications, on the plans, or in the special provisions, incorporated in the work in a manner to produce completed construction which is acceptable in every detail.

Only previously tested and/or approved materials shall be incorporated in the work, however, some manufactured products normally used in large quantities immediately upon or soon after delivery to the project, may with permission of the

Village Engineer, be incorporated in the work when they are furnished from sources deemed by the Village Engineer to have proven record of furnishing materials complying with specification requirements. The permitted use of an untested material shall not, however, be construed as implied approval of material, and such use shall be at the contractor's risk.

When fabricated materials are obtained from commercial sources by the contractor, manufacturer, materials, and supplier thereof shall, at the Village Engineer's discretion, be subject to his approval before delivery of the material required to obtain material from another approved source, if it is determined that the product of a manufacturer or supplier is not of satisfactory uniformity or consistent quality.

In the case of materials obtained or produced from natural deposits, either commercially or by the contractor, the contractor shall obtain the Village Engineer's preliminary approval of the source. The contractor shall furnish samples as required, representative of the material proposed for the work, in sufficient time to permit testing as necessary to establish a basis for approval.

Such samples shall be obtained under the observation of, and with methods approved by the Village Engineer. Tests will be made on these preliminary samples and reports rendered, but it is to be understood that such tests are for information only and that any preliminary approval based thereon shall not be construed as a guarantee of acceptance of any materials which may be delivered later for incorporation into the work.

The contractor shall assume full responsibility for the furnishing of uniform and satisfactory materials. When materials are obtained from local deposits, the contractor shall be responsible for any losses or damages resulting from the opening and operation thereof, or from the failure of the deposit after development to produce acceptable materials.

p) DEFECTIVE MATERIALS - All materials not conforming to the requirements of the Contract Documents shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed from the work by the contractor at his expense. Upon failure on the part of the contractor to comply with any order of the Village Engineer relative to the provisions of this article, the Village Engineer shall have authority to remove and replace such defective material and to deduct the cost of removal and replacement from any monies due or which may become due the contractor.

q) SCALES FOR WEIGHING MATERIALS - All scales used in the weighing of materials to be used in the work shall have been tested by a sealer of weights and measures and shall bear a current stamp of approval.

r) EMPLOYEE QUALIFICATIONS - The contractor shall employ only such foremen, mechanics, laborers or other employees as are physically fit, competent, experienced and qualified to handle each class of work on which they are employed.

s) EMPLOYEES TO BE REMOVED FOR CAUSE - When any employees are abusive or disrespectful to the general public, or to the Owner's representatives, such employee shall, upon written order from the Owner, be removed from the work.

t) PROSECUTION OF THE WORK - When the public interest necessitates, the Village Engineer may determine the place of commencement and the sequence of operations of the contractor. At any time, when, in the judgment of the Village Engineer, the contractor has obstructed or closed a street or is carrying on operations of a greater portion of the contract than is necessary; for the proper prosecution of the work, the Village Engineer may require the contractor to finish the sections on which work is in progress before work is started on any additional section.

SPECIFICATIONS

Any or all of the following reference documents that are applicable to the proposed items of work are included in this contract:

Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003 with Addenda No. 1 and No. 2, herein referred to as "Standard Specifications".

State of Wisconsin Standard Specifications for Highway and Structure Construction, 2008 Edition, herein referred to as "State Specifications." The "State Specifications" is available on the WisDOT website at <http://roadwaystandards.dot.wi.gov/standards/stnds-spec/index.htm>.

"Manual on Uniform Traffic Control Devices" (MUTCD), 2009 Edition with Revisions 1 and 2 Incorporated.

Land Division & Development Control Ordinance of the Village of Pleasant Prairie, Kenosha County, Wisconsin, Chapter 305, Village Code of Ordinances, June 1998, revised edition April 18, 2005.

Chapter 405 of the Village of Pleasant Prairie Municipal Code "Public Improvement Projects", dated December 20, 2004, included herein and referenced as the "Village Specifications".

All erosion control, earthwork, site grading, storm sewer and incidental construction items shall be constructed in accordance with the applicable sections of the "State Specifications" and "Village Specifications".

* Whenever the "State Specifications", "Village Specifications" or Construction Plans differ, the "Village Specifications" shall govern.

PROJECT MEETINGS

Project meetings will be held at the time designated by the Owner. The contractor, when requested, shall attend these meetings. If the principal of the contractor's firm does not attend meetings, a responsible representative of the contractor who can bind the contractor to a decision at the meeting shall attend.

TRAFFIC CONTROL

Roadway traffic shall be maintained by the contractor throughout the project.

All traffic control devices used by the contractor shall be in accordance with the requirements as specified in the Manual on Uniform Traffic Control Devices and the Village of Pleasant Prairie road opening permit requirements.

The contractor shall maintain access to all private and/or commercial sites along the entire length of the project at all times.

Barricades used to control traffic at night shall be lighted. All intersection road/utility construction involving arterial or collector streets shall have a traffic control plan submitted to the Village Engineer before work commences. Contractors shall be responsible for all traffic control devices needed to facilitate the work and any necessary detours.

All barricades shall be secured with sandbags and maintained on a daily basis. The contractor shall be responsible for setting up any detour needed to reroute any truck or bus to the nearest alternative truck or bus route.

The cost for traffic control shall be included in the various bid prices and shall be incidental to the contract.

RESTORATION

The contractor shall restore to original condition all areas disturbed by his construction operations. This shall include, but not be limited to, restoring asphalt and concrete pavement, curb & gutter, culverts, sodded lawns areas, seeded lawn areas, private irrigation systems, fences, shrubbery, mail boxes, yard lights, street signs and street trees and curb and gutter at the direction of the Owner and Engineer. The cost of the above-described work shall be included in the contract lump sum price for storm sewer relay.

STORAGE OF MATERIALS AND EQUIPMENT

All areas to be used as storage shall be outside the limits of the right-of-way at sites arranged by the Contractor. The Contractor shall be responsible for the proper protection and security of all stored materials and equipment that will preserve their quality and fitness of use in this project and not pose a safety hazard.

CONSTRUCTION STAKING, INSPECTION AND RELATED SERVICES

In accordance with Article 18 of the Village of Pleasant Prairie Land Division and Development Control Ordinance, prior to the commencement of any work within the scope of the project, the Contractor shall notify the Village to make arrangements for the construction staking and inspection for all public improvements. Inspection shall be provided by the Village and paid for by the Owner.

CONSTRUCTION STAKES

Construction staking will not be provided for this project.

EROSION CONTROL

The Contractor shall comply with all measures to minimize erosion, water pollution and siltation required by construction of this project. Erosion Control measures shall be in

accordance with Chapter 2.8.0 of the "Standard Specifications", Subsection 107.20 and Section 628 of the "State Specifications", the details shown on the plans.

The Contractor shall comply with the provisions of the "Wisconsin Construction Site Best Management Practice Handbook", Current Edition, prepared by the Wisconsin Department of Natural Resources, for erosion control practices. In addition, the Contractor shall comply with the provisions of local erosion control plans and/or ordinances.

DRAIN TILES

Provisions shall be made for continuing drainage from any field tile exposed during construction. Field tile lines crossed and damaged shall be replaced with polyvinyl chloride (PVC) sewer pipe meeting the requirements of ASTM D-3034, SDR 35, with rubber gasket joints. The PVC pipe shall extend for a minimum distance of two (2) feet outside of the edge of the trench wall. The tile to PVC pipe connection shall be made with compatible fittings, adapters or encased in concrete. The size of the new pipe shall be equal to or greater than the tile line being replaced. The damaged field tile shall be replaced or repaired the same day the damage occurs. Damaged field tiles can be connected to available storm sewers whenever possible.

COOPERATION WITH OTHER CONTRACTORS

The contractor shall cooperate and coordinate his work with that of other contractors working in the area.

UTILITIES

Underground utilities may be encountered. It shall be the contractor's responsibility to notify the We Energies, AT&T, Time Warner Cable Company, Village of Pleasant Prairie and any other utility company that may have facilities in the area in advance of any excavation for location of underground utilities and to determine what safeguards and conditions they insist upon when the excavation and backfilling operation is being done.

PROTECTION OF EXISTING STRUCTURES, UTILITIES, AND SERVICES

The contractor shall be aware that existing structures, utilities, and services will be encountered throughout the project and the contractor shall comply with all of the requirements pertaining to their items as stated in the Standard Specifications.

ACCEPTANCE OF WORK

Final payment under the contract is contingent upon acceptance of the work by the Village Engineer. Any conflict between the Contract Documents and the requirements of the Village Engineer shall be resolved in favor of the latter.

WARRANTY

The Contractor warrants to the Owner and Village that all materials and equipment furnished under the Contract will be new unless otherwise specified or agreed to by the Owner, and that all work, materials and workmanship will be of good quality, free from faults and defects. Contractor also warrants that all work and material conform to the plans and specifications contained herein. All work, materials and workmanship not conforming to these requirements shall be considered defective. If, within one (1) year after the Acceptance Date of the Work by the Owner, any of the work, materials or workmanship provided by the Contractor or any of his subcontractors, equipment manufacturers and/or suppliers is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it and make all repairs and replacements necessitated by the defects promptly, at the Contractor's sole expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of any such defect. The Contractor also agrees to hold the Owner and Engineer harmless from liability of any kind arising from damage due to any such defects. If within 10 days (or such longer period as the Owner may permit by prior written notice) after Owner has notified Contractor in writing of a defect, the Contractor has not started to make the necessary corrections, repairs and replacements, the Owner may make the corrections, repairs and replacements or order them done by a third party. The cost of the corrections, repairs and replacements shall be paid by the Contractor or his Surety upon Owner's written demand; except when, in the opinion of the Engineer, delay in correcting the defects would cause serious cost or damage. In such case, repairs may be made by the Owner, at the direction of the Engineer, without notice being given to the Contractor and the Contractor shall pay the cost thereof. The Contractor's obligations under this paragraph shall survive both final payment for the work and termination of the Contract. The Owner's rights under this paragraph shall be in addition to, and not a limitation of, any other rights and remedies available by law.

SAFETY - CONTRACTOR'S RESPONSIBILITY

- a. The Contractor shall be responsible for compliance with all federal, state, and local laws, including OSHA Standards, and with any other applicable laws, ordinances, rules regulations, and orders of any public body having jurisdiction for the safety of persons, property, or to protect them from damage, injury, or loss, the cost of which has been included in the cost of the Work. The Contractor shall provide all commercially reasonable safeguards, safety devices, protective equipment used in similar projects and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs utilized by the Contractor and his subcontractors in the performance of the Work and shall take any other actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of Work.

- b. The Contractor shall be responsible for the construction means, methods, techniques or procedures, equipment, and for safety precautions or programs, unless such means and equipment are specified in these Contract Documents, utilized in the performance of the Work. The Contractor shall comply with Section 108.5, Methods and Equipment, of the "State Specifications."

INDEMNITY PROVISION

The Contractor shall indemnify and hold harmless the Owner, the Engineer, and their officers, employees, servants, and agents from any and all liability, loss or damage due to or arising out of any claim, demand, or suit, including the costs of the defense of any such suit, made or brought against them or by any of them, by any employee, servant, agent, subcontractor, or supplier of the Contractor, by any employee, servant, or agent of any subcontractor or supplier of the Contractor, or by any third person due to or in any way arising out of the performance of the contract by the Contractor, excepting only such claims, demands or suits which are directly caused by the negligence of the Owner, the Engineer, or their officers, employees, servants, and agents.

VILLAGE OF PLEASANT PRAIRIE
SPECIFICATIONS

**VILLAGE CONSTRUCTION SPECIFICATIONS
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VS – 0100 (Draft)

GENERAL TERMS AND CONDITIONS

1.0 Section Description.

- A. Basic description of general terms and conditions for public improvement project construction.

2.0 Definitions of Parties.

- A. Village: The “Village” or “Owner” is the Village of Pleasant Prairie also including their representative consulting engineers.
- B. Developer: The “Developer” is the company, person, or organization developing the project. The “Developer” shall be the same identification in the Developer’s Agreement with the Village.
- C. Engineer: The “Engineer” is the Engineer of Record for the project consisting of the company or organization who prepared the construction engineering plans.
- D. Contractor: The “Contractor” is the company hired by the Developer or Village to construct the improvements as identified in the construction engineering plans and the Developer’s Agreement.

3.0 Preliminary Matters.

- A. Construction plans must be reviewed and approved by the Village prior to construction commencement. Although plans are reviewed by the Village, it does not relieve the Developer from compliance of Village Ordinances or these standard construction specifications. Should there be a discrepancy between plans and these construction standards, the construction standards shall govern unless otherwise approved or specified by the Village.
- B. All required easement(s), licenses, and/or local, state, and federal permits must be obtained prior to construction commencement.
- C. Contractors shall comply with Chapter 150 of the Village Municipal Code “Contractor Qualification Ordinance of the Village of Pleasant Prairie” requiring pre-qualification of Contractors prior to obtaining bidding documents or submitting bids or acting as contractor or subcontractor on any public improvement project.
- D. Prior to construction commencement, a pre-construction conference must be held at the Village Offices. The pre-construction conference shall be scheduled and moderated by the Engineer.
- E. The Contractor shall have a complete set of plans and specifications at the project site at all times. Specifications shall include:
 - (1) Village of Pleasant Prairie Standard Construction Specifications.

- (2) "Standard Specifications", if applicable.
- (3) "State Specifications", and,
- (4) Other documents pertaining to the project.

4.0 Specifications.

A. Utility Construction.

- (1) The "Standard Specifications" for Sewer and Water Construction in Wisconsin", Sixth Edition, December 22, 2003, with Addendum No. 1, will govern all utility work performed on this project and hereinafter will be referred to as the "Standard Specifications".
 - a. Delete Part I, General Conditions, from the "Standard Specifications".

B. Road Construction.

- (1) The State of Wisconsin, Department of Transportation, "Standard Specifications for Highway and Structure Construction", 2008 Edition, and all "Interim Supplemental Specifications"; will govern all road work performed on this project and hereinafter will be referred to as the "State Specifications".
 - a. Delete Part I, General Requirements and Covenants, from the "State Specifications", except those sections specifically referenced in these contract documents.
 - b. All references to the "Department" or "State" (The "Department" of Transportation of the "State" of Wisconsin) shall be interpreted to mean the Owner.
 - c. All references to metric unit(s) shall be converted to their nearest whole equivalent Standard unit(s) (U.S. Standard) in accordance with the conversion tables shown in the Appendix of the "State Specifications".

C. Village of Pleasant Prairie Standard Construction Specifications.

- (1) The Village of Pleasant Prairie Standard Construction Specifications will govern all utility and road work performed on this project and hereinafter will be referred to as "Village Specifications". In the event of a discrepancy between these "Village Specifications" and either the "Standard Specifications" or the "State Specifications", these "Village Specifications" shall govern.

5.0 Alternate Materials.

- A. The Contractor may furnish alternate materials in place of those specified in these Village Specifications where "or equal" is stated and when the following provisions have been complied with.

"If the Contractor wishes to substitute an alternative material as an "equal" to the material specified, he shall first submit a detailed description of such to the Village for their review and approval/disapproval. The Contractor shall not install any alternate materials prior to receiving approval for their use. Only those materials listed in these Village Specifications or approved as alternates may be used on this project."

6.0 Regulatory Requirements.

A. Permits / Licenses.

- (1) Contractor shall have a copy and be familiar with all permits / licenses and their respective provisions. All work requiring permits or licenses shall abide by the governing permit / license provisions where they exceed the requirements in these specifications.
- (2) Contractor shall obtain and provide a copy to the Village all permits that are associated with specific construction methods or circumstances that were not obtained through the plan approval process. These may include but are not limited to WDNR well permits, offsite construction easement agreements made by Contractor or Developer, off-site disposal permits, etc.
- (3) Spoil Disposal within Village Boundary.
 - a. The Contractor shall provide the Village with the location(s) of all spoil disposal sites within the Village, prior to construction. No disposal of materials within the Village shall occur unless a Village Erosion Control Permit and/or other required Village approvals have been obtained for the specific disposal site. The Contractor will be responsible for removing spoil and restoring any site(s) that are used for improper disposal of spoil material.

B. Compliance with Laws, Safety, Means and Methods.

- (1) The Contractor, his subcontractors, agents and employees, shall at all times, observe and comply with all Federal and State Laws, ordinances, codes and regulations which in any manner affect the conduct of the work.
- (2) The Contractor shall be responsible for compliance with all Federal, State, and local laws, including OSHA Standards, and with any other applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss. The Contractor shall provide all safeguards, safety devices and protective equipment and shall be responsible for initiating, maintaining and supervising all safety precautions and programs utilized by the Contractor and his subcontractors in the performance of their work and shall take any other actions necessary to protect the life and health of employees on the job and safety of the public and to protect property in connection with the performance of work on this project.
- (3) The contractor shall be responsible for the construction means, methods, techniques or procedures, equipment, and for safety precautions or programs, unless such means and equipment are specified in these Village Specifications.

7.0 Notification of Utilities.

A. Utility Location and Coordination.

- (1) The locations of utilities shown on the Plans are from existing record(s) and/or field locations and may not be complete or accurate. The Contractor shall contact Digger's Hotline at (800) 242-8511, as well as other utilities not served by Digger's Hotline but having facilities in the work area, at least three (3) full business days prior to construction to notify the utilities to locate their underground facilities.

B. Utility Protection.

- (1) It shall be the responsibility of the Contractor to protect all utilities that are encountered in his work operations. The Contractor shall contact utilities to determine their procedure and schedule for supporting and/or relocating poles and shall notify any above ground utility such as electric and telephone companies to relocate or reinforce any poles, ties or anchors which may be on or near the line of the proposed utility or weakened by excavation for the proposed utility or within road construction grading limits.

END OF SECTION

VS-0200 (Draft)

SANITARY SEWER

1.0 Section Description.

A. This section includes requirements for sanitary sewer materials and construction.

B. Related Sections Include:

- (1) Section VS-0100 General Terms and Conditions
- (2) Section VS-0600 Tracer Wire
- (3) Section VS-0601 Backfilling Utility Trenches
- (4) Standard Details

2.0 Sanitary Sewer Pipe and Lateral Materials

A. Sanitary sewer pipe material shall be polyvinyl chloride (PVC). Pipe shall conform to the following:

- (1) Polyvinyl Chloride (PVC) sewer pipe, 4 inch through 15 inch diameter, meeting the requirements of ASTM D3034, SDR-35 (unless loading requires a stronger pipe), with a minimum pipe stiffness of 46 psi or SDR-26 with a minimum pipe stiffness of 115 psi, and having integral bell type flexible elastomeric joints meeting the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477. PVC material shall have a cell classification of 1245B, 12454C, 12364C or 13364B, except that 12364C and 13364B shall have a minimum modulus of elasticity of 500,000 psi.
- (2) Polyvinyl Chloride (PVC) large diameter solid wall sewer pipe (18-inch to 27-inch) meeting the requirements of ASTM F679, wall thickness T-1 (SDR 35), with a minimum pipe stiffness of 46 psi and having integral bell type flexible elastomeric joints meeting the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477. PVC material shall have a minimum cell classification of 12454C or 12364C and a minimum modulus of elasticity of 500,000 psi. Lateral pipe material shall conform to the requirements of Paragraph 1 above.

B. Well Protection.

- (1) Sanitary sewer pipe material located within 25 to 50 feet of private wells, shall be Polyvinyl Chloride (PVC) pressure pipe conforming to AWWA C-900, Class 150, DR-18, or AWWA C905, P.R. 235, SDR-18, with integral elastomeric bell and spigot joints.
 - a. Main line wye and tee connections shall be pressure pipe, but laterals and risers may be constructed of gravity sewer pipe materials.

C. Substitute Materials.

- (1) Substitute sewer pipe materials proposed to be used due to loading, special project circumstances, design considerations, or as an "equal" shall be submitted to the Village Engineer for review and approval or disapproval prior to their use. Contractor shall not install any substitute materials prior to receiving written approval for their use.

3.0 Sanitary Laterals.

- A. Install sewer laterals at a typical 2.08% (1/4-inch per foot) grade unless otherwise approved by the Village. Minimum lateral grade is 1.04% (1/8-inch per foot).
- B. All laterals exceeding 100-feet in length shall have cleanouts installed on them. Cleanouts shall be placed at 100-foot maximum spacing or as directed / approved by the Village.
- C. Lateral(s) shall be installed by boring under existing pavement or shoulder areas, unless otherwise approved by the Village.
- D. Place lateral(s) outside existing or future driveways.
- E. Lateral connections.
 - (1) Lateral connections to sewer mains 18-inches in diameter or less at the time of construction shall be made with wyes.
 - (2) Lateral connections to existing sewers shall be made with INSERTA-TEE brand three-piece service connection or pre-approved equal. The service connection shall include a PVC hub conforming to the requirements of ASTM D3034-SDR 26, rubber sleeve conforming to ASTM C477, and stainless steel band.
- F. Risers (Shallow Sewers) – Flexible riser to flexible main.
 - (1) Use the following methods for constructing risers up to 6 feet in height and/or for mains not exceeding 16 feet in depth measured from the flow line of the sewer.
 - a. Flexible riser to flexible sewer main 8-inches through 18-inches diameter.
 - i. Risers on shallow flexible sewer mains shall be constructed of flexible gravity sewer pipe in accordance with File No. 10E of the "Standard Specifications".
 - ii. Riser connections shall be made with factory fabricated or injection molded in-line tees. Do not use saddles for riser connections.
 - b. Flexible riser to flexible sewer main 21-inch diameter and larger.
 - i. Risers on shallow flexible gravity sewer shall be connected to the main with INSERTA-TEE brand three-piece service connection or approved equal. The service connection shall include a PVC hub conforming to the requirements of ASTM D3034-

SDR 26, rubber sleeve conforming to ASTM C477, and stainless steel band. Refer to Village standard details.

G. Risers (Deep Sewers) – Flexible riser to flexible main.

(1) Use the following methods for constructing risers greater than 6-feet in height and/or for mains exceeding 16-feet in depth measured from the flow line of the sewer.

- a. Risers on deep flexible gravity sewer mains shall be constructed of flexible sewer, ASTM 3034-SDR 26, encased within a corrugated polyethylene drainage tubing conforming to ASTM F405 in accordance with Village standard details.
 - i. On sewer sizes 8-inches through 18-inches, riser connections shall be made with factory fabricated or injection molded in-line tees. The use of saddles is not allowed. Refer to Village standard details.
 - ii. On sewers 21-inches in diameter and larger, riser connections shall be made with INSERTA-TEE brand service connection or approved equal. The service connection shall include a PVC hub conforming to the requirements of ASTM D3034-SDR 26, rubber sleeve conforming to ASTM C477 and stainless steel band. Refer to Village standard details.

H. Marker Stakes.

(1) Marker stakes shall be installed over the end of each lateral installed. The marker shall be a minimum of 2"x4" hardwood plank. The marker shall be placed vertically with its top flush with the surface grade. The bottom of the stake should be extended to the top of the bedding material. Place a spike or other durable magnetic material in the top of the marker stake to aid in future relocation.

4.0 Sanitary Manholes

A. Standard Manhole

- (1) Sanitary manholes shall be constructed in accordance with Chapter 3.5.0 and File No. 12, 12A, 13, and 15 of the "Standard Specifications" and these Village Specifications.
- (2) All manhole bases (benches) shall be poured in place in accordance with Subsection 3.5.5(b) of the "Standard Specifications". Precast manhole bases or precast integral base units are allowed in accordance with Subsection 3.5.5(c), however, no precast base units with preformed benches are allowed.
- (3) Manholes shall be precast 48-inch inside diameter with eccentric cones.
- (4) Manhole frames and covers shall be Neenah R-1580 with Type "B" self-sealing lids, non-rocking, or equal. Manhole frames shall be centered on the top of the cone.

- (5) Manhole step placement shall be such that the first step is located a maximum distance of 18-inches from the manhole rim. Steps shall not be placed within adjusting rings.
- (6) Manhole adjusting rings may be used to bring manhole rims to grade. Adjusting ring heights are limited based on the maximum distance from the first stair to the rim, per requirements above. In all cases, manholes shall not exceed a maximum ring height of 16-inches with a maximum of 4 rings or a lesser required height restricted by the first stair location (whichever is more restrictive).
- (7) Adjusting rings shall be one of the following.
 - a. Concrete rings with one line of steel centered within the ring. Concrete adjusting rings shall be set with butyl rubber sealant (EZ-Stick or Kent Seal in rope form) or equal.
 - b. High Density Polyethylene (HDPE) adjusting rings as manufactured by Ladtech, Inc., Lino Lakes, Minnesota, or approved equal. HDPE adjusting rings shall be installed per the manufactures recommendations and instructions.
 - c. Expanded Polypropylene adjusting rings (Pro-Ring) as manufactured by Cretex Specialty Products, Waukesha, Wisconsin, or approved equal. Polypropylene adjusting rings shall be installed per the manufactures recommendations and instructions.
- (8) Manhole covers within roadway or other paved surfaces shall be set ¼-inch below finished pavement surface.
- (9) Manhole lifting holes. All lifting holes in precast manhole sections shall be plugged using rubber plugs supplied by the manhole supplier, non-shrink grout or other approved method. Non-shrink grout shall fill the entire void and shall be troweled at each face to provide smooth surfaces. Cement mortar shall not be used to plug lifting holes.
- (10) Manhole Riser Joints. Joints for precast manhole riser sections shall be made with rubber "O"-ring gaskets, a continuous ring of butyl rubber sealant (EZ-Stick or Kent-Seal in rope form) or equal. The butyl sealant shall be 1-inch diameter equivalent or as recommended by the manhole manufacturer.
 - a. An external sealing wrap shall be placed at all joints between pre-cast manhole sections. The external sealing wrap shall meet, or exceed, the requirements of ASTM C-877, Type II. External joint seals shall be MacWrap, as manufactured by Mar-Mac Manufacturing Co., Inc., or pre-approved equal.
- (11) Chimney Seal.
 - a. All manholes shall be provided with an external chimney seal as manufactured by Adaptor Inc., West Allis, Wisconsin or approved equal. The external chimney seal shall be installed in accordance with the manufacturer's instructions. Seal shall span the entire chimney height.

B. Sampling Manhole

- (1) Sampling manholes shall meet the specifications of a Standard Sanitary Manhole with the following additional provisions. (Refer to Village standard sampling manhole detail)
- a. A primary flow measuring device shall be installed. The primary flow measuring device shall be a Palmer-Bowlus flume with integral approach section. Flume sizes shall be based upon the lateral pipe size and shall be installed per manufactures specifications and tolerances. Flumes shall be manufactured by Plasti-Fab, Ken Co Plastics, or pre-approved equal.
 - b. No horizontal alignment changes are allowed at the sampling manhole.
 - c. Sampling manhole shall be located to allow easy access for Village utility crews and shall be within pavement areas but not in parking stalls.
 - d. Contractor is directed to pay special attention to the stairs as shown in the Village standard detail:
 - i. The maximum distance from the rim to the first stair is 18-inches.
 - ii. A minimum of 19-inches horizontal clearance is required at the opening from the step.

C. Drop Manhole

- (1) Drop manholes shall be constructed in accordance with Section 3.5.8(d), File No. 19 or 20 of the "Standard Specifications" and the requirements of these Village Specifications.

D. Waterproof Manhole

- (1) Waterproof manholes shall be constructed the same as a standard manhole except that they shall be furnished with waterproof frames and lids.
- a. Waterproof frames and lids shall be Neenah R-1755-C with Type "C" lid or pre-approved equal.

5.0 Bedding and Cover.

- A. Sanitary sewer bedding and cover material shall conform to the appropriate sections of the "Standard Specifications", as specified and/or modified below:
- (1) PVC Pipe – Sections 3.2.6(i), as modified below (Note that the bedding section is essentially Class "B" Bedding including placing a minimum of 12-inches of cover material over the top of the pipe.):

- a. Crushed pea gravel will not be allowed for use as bedding material. Cover material shall be the same material as for bedding and shall conform to Section 8.43.2(a).
- b. Delete the following sentence from Paragraph 3.2.6(b)2. and 3.2.6(i)1.:

“If crushed stone chips or other material conforming to Section 8.43.2(a) are used as cover material, no compaction or staging is required.”
- c. Place bedding material to the springline of the pipe and compact prior to placing cover material. Compaction of bedding material at the level of the pipe springline shall include working bedding material under the haunches of the pipe using shovels or other suitable means. The Contractor shall take care to completely work bedding material under the haunches of the pipe to provide adequate side support.
- d. Place and compact cover material in one or more lifts after compacting bedding material. Place a minimum of 12-inches of cover material over the pipe.

6.0 Connection to Existing Sewers and Manholes.

A. Sewer Stub Connections.

- (1) Sewer connections to existing sewer stubs of different type of material or joint shall be made with a pre-approved watertight adaptor.

B. Manhole Pipe Connections.

- (1) Connections of pipes to manholes shall be made in accordance with Section 3.5.7 of the “Standard Specifications”. All field tapped holes for connecting sewer pipe to manholes shall be made by coring.
- (2) All plastic pipe shall be connected to manholes by means of flexible watertight pipe to manhole seals in accordance with Subsection 3.5.7(c). Manhole seals shall be Kor-N-Seal, Link Seal or pre-approved equal. All clamps, bolts, etc. of pipe to manhole seals shall be stainless steel. If Link Seal connectors are used, the bolt heads shall be placed on the inside of manholes.

C. Plug Downstream Manhole.

- (1) Place temporary plugs in all downstream (receiving) manholes to prevent groundwater and debris from entering the existing sewer system. Plugs shall remain in place until authorized to be removed by the Village.

7.0 Field Tiles.

- A. Tile lines crossed by the trench shall be replaced with polyvinyl chloride (PVC) sewer pipe meeting the requirements of ASTM D-3034, SDR-35, with rubber gasket joints. The PVC pipe shall be extended for a minimum distance of 2-feet outside the edge of the undisturbed trench wall. The tile to PVC pipe connection shall be made with compatible fittings, adaptors, or

encased in concrete. The size of the new PVC pipe shall be equal or greater than the field tile it is connected to.

- B. Damaged field tile shall be repaired the same day as the damage occurs so that flow of water will not be unreasonably restricted.
- C. Tile lines shall not be connected to the sanitary sewer system.

8.0 Pipe Flotation.

- A. Pipes installed below the groundwater elevation shall be protected against flotation. The Contractor shall lower the groundwater elevation until after adequate cover has been placed to secure pipes.

9.0 Insulation.

- A. Sewer lines shall be insulated wherever the depth of cover is less than five (5) feet and where noted on plans. Insulation shall be in accordance with Chapter 4.17.0 of the "Standard Specifications".

10.0 Tracer Wire.

- A. Tracer wire shall be installed with all underground sanitary sewer systems in accordance with Village Specifications VS-0600 "Tracer Wire".

11.0 Testing and Inspection.

A. Deflection Testing.

- (1) Polyvinyl chloride (PVC) sewer pipe shall be deflection tested with an approved go-no-go acceptance testing device. The test shall not be conducted until after all backfill has been placed and consolidated and after riser pipes and sewer laterals have been installed. The entire length of the sewer pipe shall be tested.
- (2) PVC pipe shall not be deflection tested until at least 14 days after all backfill has been placed, including backfilling of laterals and risers. Initial deflection testing shall be done using a 95% mandrel. The use of a 92.5% testing device will not be allowed for initial testing regardless of the time elapsed after backfilling.
- (3) All sections failing to pass the test shall be repaired and retested, however, if at least 30 days have elapsed since the pipe was placed and backfilled, the Contractor will be allowed to retest the sewer lining using a 92.5% mandrel.

B. Leakage Testing.

- (1) Low Pressure Air Test. Amend Paragraph 3.7.1 of the "Standard Specifications" to read in part: "Sanitary sewers less than or equal to 36-inches in diameter shall be tested for leakage

using the low pressure air test. The length of laterals included in the test section shall be included in determining the test time”.

C. Sewer Stub Inspection.

- (1) All sewer stubs shall be visually inspected by the Contractor by lamping. Long sewer stubs shall be lamped from both ends of the pipe as required.
- (2) The pipe shall be inspected for leakage, excessive deflection, offset joints, or any other unacceptable conditions. All leaking joints and other defects shall be corrected.
- (3) Contractor may test existing stub(s) for leakage and deflection to insure that defects in the existing stub do not adversely affect the testing of new adjoining sewer. Note that existing stubs will be tested with the new sewer when the new line is tested.

D. Televising Sewers.

- (1) All sewers lines will be televised by the Village after they have successfully passed deflection and leakage testing and after forming manhole flowlines and benches prior to acceptance of the work.
 - a. Contractor shall clean all sewers and manholes prior to televising.
- (4) All defects identified by the televising inspection shall be corrected and any dirt, gravel or foreign material removed from the sewer prior to acceptance by the Village. All lines that were either repaired or cleaned shall be re-televised by the Village.
- (5) Sewers shall be re-televised near the end of the 1-year warranty period. All defects identified by the warranty period televising shall be corrected. All lines that were repaired shall be re-televised by the Village.
- (6) All televising and re-televising of sewers by the Village is at the Developer’s cost.

E. Manhole Vacuum Testing.

- (1) The Contractor shall vacuum test all sanitary manholes for leakage, regardless of the sewer diameter, in accordance with Subsection 3.7.6 of the “Standard Specifications”. Any manholes that fail the vacuum test shall be repaired and retested.
- (2) Amend subsection 3.7.6 to include the following: “The chimney and casting shall be in place before vacuum testing manholes.”

F. Manhole Infiltration Inspection.

- (1) The Contractor, accompanied by the Village, shall re-inspect all manholes approximately six (6) months after completing work or as directed by the Village prior to the end of the warranty / correction period to check for manhole infiltration and to observe the general

condition of the manhole. All active or flowing leaks and any other necessary repairs shall be corrected prior to final acceptance of the work.

END OF SECTION

VS – 0300 (Draft)

STORM SEWER

1.0 Section Description.

A. This section includes requirements for storm sewer materials and construction.

B. Related Sections Include:

- (1) Section VS-0100 General Terms and Conditions
- (2) Section VS-0600 Tracer Wire
- (3) Section VS-0601 Backfilling Utility Trenches
- (4) Standard Details

2.0 Storm Sewer Pipe and Materials.

A. Storm sewer pipe material shall be as indicated on official approved plans conforming to the following:

- (1) Reinforced concrete sewer pipe (RCP) meeting the requirements of ASTM C-76 with mortar or rubber gasket joints conforming to ASTM C-443.
 - a) RCP shall be furnished for classes of pipe shown on the plans.
- (2) Reinforced concrete horizontal elliptical sewer pipe (RCHEP) meeting the requirements of ASTM C-507 with mortar or rubber gasket joints conforming to ASTM C-443.
 - a) RCHEP shall be furnished for the classes of pipe shown on the Plans.
- (3) High Density Polyethylene Pipe (HDPE) with corrugated exterior and smooth interior and provided with watertight bell and spigot joints with rubber gaskets. 4-inch through 10-inch diameter pipes shall meet the requirements of AASHTO M-252 and 12-inch through 36-inch diameter pipes shall meet the requirements of AASHTO M-294, Type S.
 - a) HDPE pipe shall be ADS N-12 "ProLink ULTRA" as manufactured by Advanced Drainage Systems, Inc. of Columbus Ohio; or Hancor "Sure-Lok " as manufactured by Hancor, Inc., of Findlay, Ohio.
 - b) End sections used with HDPE pipe shall be reinforced concrete apron endwalls.
 - c) HDPE pipes shall only be installed in locations, as pre-approved by the Village.
 - d) Pipes indicated as RCP on Village approved plans may not be HDPE, unless approved by the Village, in writing.

3.0 Sump Pump Laterals.

- A. Sump pump laterals shall be installed at locations as approved by the Village Engineer. Laterals shall be constructed adjacent to and left of the water service wherever possible.
- B. Sump pump laterals shall be 42-inches deep wherever possible.
- C. Sump pump laterals shall be 4-inch PVC meeting the requirements of ASTM D3034, SDR-26, with integral bell type flexible elastomeric joints meeting ASTM D-3212.
- D. Sump pump laterals shall extend to the right-of-way line and shall be constructed without vertical breaks or bends.
- E. Sump pump laterals shall be connected to the storm sewer by a precast tee or cored rubber boot.
- F. Minimum lateral grade is 1.04% (1/8-inch per foot).
- G. Laterals stubs shall be capped at the lot line. Sump pump laterals shall be marked with a hardwood stake to facilitate future location.
- H. All laterals exceeding 100-feet in length shall have cleanouts installed on them. Cleanouts shall be placed at 100-foot maximum spacing or as directed / approved by the Village.

4.0 Sump Pump Mainline (Where there is no Mainline Storm Sewer)

- A. Contractor shall construct sump pump main line(s) in locations as approved by the Village Engineer where there is no main line storm sewer.
- B. Sump pump mainline lines shall be 6-inches (minimum) and shall be constructed with PVC pipe meeting the requirements of ADTM D-3034, SDR-26 with flexible elastomeric joints meeting ASTM D-3212.
- C. Sump pump mainline cleanouts shall be provided at locations as approved by the Village Engineer.

5.0 Storm Manhole.

- A. Standard Manhole.
 - (1) Storm sewer manholes shall be constructed in accordance with Chapter 3.5.0 and File Nos. 12, 13, and 15 of the "Standard Specifications" and these Village Specifications.
 - (2) All manhole bases (benches) shall be poured in place in accordance with Subsection 3.5.5(b) of the "Standard Specifications". Precast manhole bases or precast integral base units are allowed, however, no precast base units with preformed benches are allowed. All manhole benches shall be poured in place.

- (3) Manholes shall be precast with eccentric cones. Flat top slabs with offset openings may be used for shallow manholes where there is not sufficient depth to install cones.
- (4) Manhole steps shall be OSHA approved and fabricated using 3/8-inch minimum diameter steel grade 60 reinforcing rod with molded plastic covering. Manholes less than 4-feet deep do not require steps.
- (5) Manhole frames and covers.
 - a) Manhole frames and covers shall be Neenah R-1580 with Type "B" self-sealing lids, non-rocking.
 - b) Manhole frames shall be centered on the top of the cone section.
- (6) Manhole step placement shall be such that the first step is located a maximum distance of 18-inches from the manhole rim. Steps shall not be placed within adjusting rings.
- (7) Manhole adjusting rings may be used to bring manhole rims to grade. Adjusting ring heights are limited based on the maximum distance from the first stair to the rim, per requirements above. In all cases, manholes shall not exceed a maximum ring height of 16-inches with a maximum of 4 rings or a lesser required height restricted by the first stair location (whichever is more restrictive).
- (8) Manhole lifting holes. All lifting holes in precast manhole sections shall be plugged using rubber plugs supplied by the manhole supplier, non-shrink grout or other approved method. Non-shrink grout shall fill the entire void and shall be troweled at each face to provide smooth surfaces. Cement mortar shall not be used to plug lifting holes.
- (9) Manhole Riser Joints. Joints for precast manhole riser sections shall be made with rubber "O"-ring gaskets, a continuous ring of butyl rubber sealant (EZ-Stick or Kent-Seal in rope form) or equal. The butyl sealant shall be 1-inch diameter equivalent or as recommended by the manhole manufacturer.
 - a. An external sealing wrap shall be placed at all joints between pre-cast manhole sections. The external sealing wrap shall meet, or exceed, the requirements of ASTM C-877, Type II. External joint seals shall be MacWrap, as manufactured by Mar-Mac Manufacturing Co., or approved equal.
- (10) Chimney Seal.
 - a. All manholes shall be provided with an external chimney seal as manufactured by Adaptor, Inc., West Allis, Wisconsin or approved equal. The external

chimney seal shall be installed in accordance with the manufacturer's instructions. Seal shall span the entire chimney height.

B. Inlet Manhole.

(1) Inlet manholes shall be constructed in accordance with the provisions of a Standard Manhole except as provided below.

a. For curb inlet manholes use flat top slabs with opening. Sizes shall match specified frame and grate.

(2) Frame and Covers.

a. Beehive grate manhole covers shall be Neenah R-2560-E1 or equal.

b. Neenah R-3067 (barrier curb).

c. Neenah R-3501-R (roll curb).

(3) Inlet manholes shall not have sumps.

C. Tee-Line Manholes.

(1) Tee-line manholes shall be constructed in accordance with File No. 16 of the "Standard Specifications" and the pertinent provisions included in the Standard Manhole subsection above.

D. Junction Box Manholes.

(1) Junction box manholes shall be constructed in accordance with details included in the plans and pertinent provisions included in the Standard Manhole subsection above. Junction box details must be in plans which are approved by the Village Engineer for the project.

6.0 Catch Basin.

A. Catch basins shall be constructed in accordance with the Village standard catch basin details.

B. Catch basins shall be precast, unless otherwise approved by the Village.

C. Round catch basins greater than 4-feet in depth, measured from the inlet flow line to the bottom of the sump, shall be provided with steps in accordance with Paragraph 3.5.4(g) of the "Standard Specifications".

7.0 Bedding and Cover.

A. Storm sewer bedding and cover material shall conform to appropriate sections of the "Standard Specifications", as specified or modified below. Unless otherwise approved by the Village Engineer, Class "B" Bedding shall be used.

(1) Class "B" Bedding shall conform to File No.4 and paragraph 3.2.6(b)(concrete pipe) or paragraph 3.2.6(i) (PVC and HDPE) of the "Standard Specifications", as modified below.

a. Crushed pea gravel will not be allowed for use as bedding material. Cover material shall be the same material as for bedding and shall conform to Section 8.43.2(a).

b. Delete the following sentence from Paragraph 3.2.6(b)2. and 3.2.6(i)1.:

"If crushed stone chips or other material conforming to Section 8.43.2(a) are used as cover material, no compaction or staging is required."

c. Place bedding material to the springline of the pipe and compact prior to placing cover material. Compaction of bedding material at the level of the pipe springline shall include working bedding material under the haunches of the pipe using shovels or other suitable means. The Contractor shall take care to completely work bedding material under the haunches of the pipe to provide adequate side support.

d. Place and compact cover material in one or more lifts after compacting bedding material. Place a minimum of 12-inches of cover material over the pipe.

8.0 Manhole / Catch Basin Pipe Connections.

A. Connections of pipes to manholes and catch basins shall be made in accordance with Section 3.5.7 of the "Standard Specifications", as modified below. All field tapped holes for connecting sewer pipe to manholes shall be made by coring.

(1) Rigid Pipe. Reinforced concrete pipe shall be connected by means of brick and mortar per Subsection 3.5.7(a)1.b.

(2) Flexible Pipe. Corrugated polyethylene pipe (HDPE) and polyvinyl chloride pipe (PVC) shall be connected by either an approved flexible pipe to manhole seal or by means of brick and mortar per Subsection 3.5.7(a)1.b. Install a rubber gasket around the pipe, centered on the manhole or catch basin wall, when forming mortared connections.

9.0 Field Tile Connections.

- A. All field tile(s) encountered during the construction shall be connected to the new storm sewer, unless otherwise directed by the Village to make reconnection repairs only.
- B. Tile lines crossed by the trench shall be replaced with polyvinyl chloride (PVC) sewer pipe meeting the requirements of ASTM D-3034, SDR-35, with rubber gasket joints. The PVC pipe shall be extended for a minimum distance of 2-feet outside the edge of the undisturbed trench wall. The tile to PVC pipe connection shall be made with compatible fittings, adaptors, or encased in concrete. The size of the new PVC pipe shall be equal or greater than the field tile it is connected to. Connections to storm sewers shall be cored.
- C. Damaged field tile shall be repaired the same day as the damage occurs so that flow of water will not be unreasonably restricted.
- D. Damaged tile shall be connected to new storm sewers wherever possible.

10.0 Pipe Joint Restraint (Outfalls).

- A. Secure the last two pipe sections, including end sections, at all storm sewer outfalls (discharge points) using joint ties.

11.0 Tracer Wire.

- A. Tracer wire shall be installed with all underground sewer systems which cannot be identified by surface structures in accordance with Village Specifications VS-0600 "Tracer Wire".

12.0 Inlet / Outlet Grates.

- A. Install steel grating on the ends of storm sewers at inlet and outfall locations where storm sewers are 15-inches in diameter or greater, unless otherwise approved by the Village. Steel grating shall be in accordance with Village Standard Details and requirements of Chapter 8.16.0 of the "Standard Specifications" as modified below.
- B. Revise Section 8.16.1 as follows:
 - A. Delete the requirement for fastening grating to the pipe with nuts and replace with the following: "Grating shall be prefabricated as described in Section 8.16.2".
 - B. Delete the requirement for painting and replace with the following: "After fabrication, the entire grating shall be hot-dipped with a galvanized coating."
- C. Inlet grates (trash racks) shall be placed over the pipe end section and outlet grates shall be placed approximately 3-inches from the end of the pipe unless otherwise directed by the Village.

13.0 Rip-Rap.

- A. Riprap shall comply with Section 606 of the "State Specifications", as modified below.

B. Materials. Riprap shall comply with Subsection 606.2 of the "State Specifications" except that concrete slabs may not be substituted for stone. Riprap dimensions shall be as specified in Subsection 606.2.1 and will be to the approximate sizes and thicknesses listed below.

(1) Light Riprap: Size(inches) = 4 to 16; Thickness(inches) = 12

(2) Medium Riprap: Size(inches) = 5 to 20; Thickness (inches) = 18

(3) Heavy Riprap: Size(inches) = 6.5 to 20; Thickness (inches) = 24

(4) Extra Heavy Riprap: Size(inches) = 8 to 30; Thickness (inches) = 30

C. Placing Rip-Rap.

(1) Lay stones perpendicular to the slope with close, broken joints, firmly bed in the slope, and thoroughly compact. Chink spaces between stones to make the finish surface even and tight.

(2) Light Riprap shall be place by hand with larger stones in lower courses. Medium, Heavy, and Extra-Heavy Riprap may be placed by mechanical means, not dumping, that produces work within reasonable tolerances of the typical section(s). Fill voids with smaller pieces.

(3) Riprap shall be placed on a layer of geotextile fabric. Place fabric in accordance with Subsection 654.3.6 and 654.3.7 of the "State Specifications".

a. Light Riprap. Fabric shall be geotextile fabric, Type R (Riprap) meeting the minimum values specified in Subsection 654.2.6 of the "State Specifications".

b. Medium, Heavy, and Extra Heavy Riprap. Fabric shall be geotextile fabric, Type HR (Heavy Riprap) meeting the minimum values specified in Subsection 654.2.7 of the "State Specifications".

14.0 Testing and Inspection.

A. Televising Sewers.

(1) All sewers lines will be televised by the Village after forming manhole flowlines and benches prior to acceptance of the work.

a. Contractor shall clean all sewers and manholes prior to televising.

- (1) All defects identified by the televising inspection shall be corrected and any dirt, gravel or foreign material removed from the sewer prior to acceptance by the Village. All lines that were either repaired or cleaned shall be re-televised by the Village.
- (2) Sewers shall be re-televised near the end of the 1-year warranty period. All defects identified by the warranty period televising shall be corrected. All lines that were repaired shall be re-televised by the Village.
- (3) All televising and re-televising of sewers by the Village is at the Developer's cost.

END OF SECTION

VS-0400 (Draft)

WATER MAIN

1.0 Section Description.

A. This section includes requirements for water main materials and construction.

B. Related Sections Include:

- (1) Section VS-0100 General Terms and Conditions
- (2) Section VS-0600 Tracer Wire
- (3) Section VS-0601 Backfilling Utility Trenches
- (4) Standard Details

2.0 Water Main Pipe Materials.

A. Water main pipe material shall be polyvinyl chloride (PVC), unless otherwise directed or approved by the Village to be ductile iron (DI). Hydrant leads shall be ductile iron (DI).

(1) Polyvinyl chloride (PVC) pipe (4-inch through 12-inch diameter) meeting the requirements of AWWA Standard C900, DR18, with cast iron O.D. and integral elastomeric bell and spigot joints, and manufactured in the USA.

a. Do not furnish cable bonding or other methods of providing electrical conductivity on valves, hydrants, and fittings located within sections of water main constructed with PVC pipe.

b. Hydrant leads shall be ductile iron pipe.

(2) Polyvinyl chloride (PVC) pipe (14-inch through 30-inch diameter) meeting the requirements of AWWA Standard C905, DR18, with cast iron O.D. and integral elastomeric bell and spigot joints, and manufactured in the USA.

(3) Ductile Iron Pipe (DI) meeting the requirements of AWWA Standard C151 (ANSI 21.51), cement mortar lined with internal and external bituminous coating, manufactured in the USA, and furnished with either push-on or mechanical joints with rubber gaskets.

a. Do not furnish cable bonding or other methods for providing electrical conductivity.

b. Six (6) inch hydrant lead, 8-inch, and 10-inch pipe shall be Class 53.

c. Twelve (12) inch and 16-inch pipe shall be Class 52.

3.0 Fittings (Used with DI and PVC Pipe).

- A. Fittings shall be ductile iron or cast iron, cement mortar lined with internal and external bituminous coating and meeting the requirements of AWWA Standard C110 (ANSI 21.10). Fittings shall be supplied with mechanical joints and rubber gaskets.
 - (1) Ductile iron mechanical joints fittings meeting the requirements of AWWA Standard C153 for "compact fittings", 3-inch through 24-inch size, may be used in place of the fittings specified above.
 - (2) All fittings shall be manufactured in the USA.
- B. All water main nuts, bolts, and rods including connection to mains, fittings, valves and hydrants, shall be stainless steel.

4.0 Valves and Valve Boxes.

- A. Resilient-Seated Gate Valves. Resilient -seated gate valves shall meet the requirements of AWWA C509.
 - (1) Resilient-seated gate valves shall be furnished with mechanical joints with rubber gaskets, cast iron body, stainless steel bonnet nuts and bolts, bronze mounted, resilient wedge, non-rising stem, "O"-ring stem seals, 2-inch square operating nut opening to the left (counterclockwise), and rated at 200 psi working pressure.
 - (2) All 6-inch and 8-inch valves shall be resilient-seated gate valves unless otherwise approved by the Village.
 - (3) Resilient-seated gate valves shall be Waterous "Series 500" (American Flow Control), Clow F-6100, Mueller A-2370-22, and manufactured in the USA.
- B. Butterfly Valves. Butterfly valves shall be AWWA rubber-seated butterfly valves meeting the requirements of AWWA C504, Class 150B.
 - (1) Butterfly valves shall be furnished with mechanical joints with rubber gaskets, cast iron body for buried services, stainless steel operator nuts and bolts, underground operator with a 2-inch square operating nut opening to the left (counterclockwise), and rated at 150 psi working pressure.
 - (2) All 12-inch and larger diameter valves shall be butterfly valves.
 - (3) Butterfly valves shall be Main Line (150 psi working pressure)-Pratt "Groundhog", Kennedy, Dresser "M&H", Clow, or Mueller "Linesal III" and manufactured in the USA.

- C. Valve Boxes. Valve boxes shall be three (3) piece cast iron valve boxes consisting of base, screw type center (5-1/4 inch shaft diameter), and top section with cover marked "WATER". Extension sections shall be furnished as required.
- (1) Valve boxes shall be manufactured in the USA. Acceptable manufactures include: Tyler 6860 series, Bingham and Taylor 4906, and Star.
 - (2) Valve boxes for both gate and butterfly valves shall be installed by mounting on cast iron valve box adaptor (Adaptor II) as manufactured by Adaptor, Inc., of Oak Creek, Wisconsin, or equal.
- D. Valve Stem Extensions. All valves installed at greater than 8-feet of depth shall be provided with valve stem extensions to bring the operating nut up to normal depth (equivalent to a valve at 8-feet of depth). The extension shall be secured to the operating nut with at least 2 set screws drilled into the nut. Provide a centering ring at the top of the extension.
- E. Tapping Valves and Sleeves. Tapping valves shall be similar to the AWWA gate valves specified in these provisions except for the end connection (usually flanged) to the tapping sleeve and oversized seat rings to permit entry of the tapping machine cutter.
- (1) Tapping sleeves shall be supplied by the manufacturer of the tapping valves.
- F. Cutting-In Valves and Sleeves. Cutting-in valves shall be similar to the AWWA gate valves specified in these provisions except that they shall be provided with special gaskets allowing assembly on various types of pipe.
- (1) Cutting in sleeves shall be supplied by the manufacturer of the cutting-in valves.

5.0 Hydrants.

- A. Standard Hydrant. Hydrants shall be Mueller Centurion No. A-423 conforming to the following specifications.
- (1) Hydrants shall be compression type, with 5-1/4 inch bottom valve and 6-inch mechanical joint inlet connection, "O"-ring packing, safety flange construction, meeting the requirements of AWWA Standard C502 and meeting specifications for 300 PSI test pressure and 150 PSI working pressure. The bottom or base flanges, shall be fastened using stainless steel nuts and bolts.
 - (2) Hydrants shall have two 2-1/2 inch hose nozzles and one 4-1/2 inch Kenosha Standard pumper nozzle with Kenosha Standard fire hose coupling screw threads and nut type nozzle caps with gasket and chains.
 - (3) Hydrants shall have 1-1/4 inch pentagon operating nut opening to the left (counter-clockwise).

(4) Hydrant barrel and nozzles shall be painted red with reflective silver nozzle caps and operating nut as specified below.

- a. Public (Village) hydrant paint color and manufacturer shall be per the Pleasant Prairie Fire & Rescue Department requirements as noted below.

RustOleum Rust Inhibitive Primer – 7400 Series-1069402
RustOleum Fire Hydrant Red – 7400 Series – 1210402
RusOleum Silver Gray – 7400 Series – 906402
Axon Aerospace Alert Reflective Coating 1440 Silver White

- b. Private hydrants shall be painted in accordance with public (Village) hydrant requirements above except that the Axon Aerospace Alert Reflective Coating 1440 Silver White is not required.

- c. Exception: Fire hydrants located along designed designated fire protection loops fed by fire pump(s) not the municipal system shall be painted solid red.

RustOleum Rust Inhibitive Primer – 7400 Series-1069402
RustOleum Fire Hydrant Red – 7400 Series – 1210402

(5) Install 24-inches of #1 stone at the base of the hydrant around the weep holes.

B. Barrel Extensions. Hydrants shall be furnished for 6-1/2 feet bury unless plans show greater burial depth. Hydrants requiring greater than 7-1/2 feet of bury shall be furnished as a standard 7-1/2 foot hydrant with extensions as required. Hydrant extensions shall be compatible with hydrant barrel and stem sections and shall be installed at the top of the barrel section. The distance from the ground line to the centerline of the lowest nozzle shall be from 18 to 23 inches. Secure extension flanges using stainless steel nuts and bolts.

C. Hydrant Valve and Valve Box. Hydrant valve and valve box shall conform to the requirements for gate valves and valve boxes of these Provisions.

D. Hydrant Leads. Hydrant leads shall be six (6) inch, Class 53, ductile iron pipe.

- (1) Restrain hydrants - See Section 8 (Joint Restraint and Buttrressing).

E. Hydrant and Auxiliary Valve Locations.

- (1) Place hydrants 5-feet behind the back of curb (urban areas) or as approved by the Village.
- (2) Place hydrant valves as shown in the Village standard hydrant assembly detail unless otherwise approved or directed by the Village.

- F. Temporary Hydrant Cover. Temporarily cover new hydrants during construction with polyethylene bags, securely fastened in place, until after the water main has been tested and placed in service.

6.0 Bedding and Cover.

- A. Polyvinyl Chloride (PVC) Pipe. Bedding and cover material shall be crushed stone chips conforming to subsection 8.43.2(a) of the "Standard Specifications". Crushed pea gravel will not be allowed for use as bedding or cover material.
- B. Wrapped Ductile Iron Pipe. Bedding and cover material used with ductile iron water main encased in polyethylene wrap shall be bedding sand conforming to subsection 8.43.2(c) of the "Standard Specifications".
- C. Trench Section. The trench section shall conform to Section 4.3.3 and File No. 36 of the "Standard Specifications", as amended below:
 - (1) Bedding and cover shall be placed in a minimum of three separate lifts to ensure adequate compaction of these materials, with one lift of bedding material ending at or near the springline of the pipe. The Contractor shall take care to completely work bedding material under the haunch of the pipe to provide adequate side support.
 - (2) Amend Section 4.3.3 and File No. 36 of the "Standard Specifications" to require a minimum of 12-inches of cover material over the top of the pipe.

7.0 Polyethylene Wrap.

- A. Polyethylene wrap shall be provided on all ductile iron water main and cast iron or ductile iron fittings.
 - (1) All joint restraint systems shall be enclosed within the wrap.
 - (2) Wrap all cast iron or ductile iron fittings used with PVC pipe.
 - (3) Wrap all valve boxes.
 - (4) Wrap all hydrant barrels, but be careful not to plug weepholes.
- B. Polyethylene wrap shall meet the requirements of AWWA Standard C-105 (ANSI A21.5) using Class C (black) polyethylene material with 8 mils minimum thickness and shall be installed as specified in Section 4.4.4 of the "Standard Specifications".
 - (1) Fold and tape loose wrap material to minimize air entrapment which could cause the material to be punctured when backfilling.

8.0 Joint Restraints and Buttrressing.

A. Restraining Fittings, Valves, Sleeves, and dead ends.

- (1) Restrain all fittings (bends, tees, caps, and plugs), valves, sleeves, and dead ends.
- (2) Buttress all fittings in addition to joint restraint.

B. Concrete Block Buttresses. All horizontal bends, tees, caps, plugs, and dead ends shall be provided with concrete buttresses, in addition to joint restraint, in accordance with Section 4.3.13 and file Nos. 43, 44, 45, and 46 of the "Standard Specifications".

C. Joint Restraint Systems.

- (1) Restrain all fittings (bends, tees, caps, and plugs), valves, and sleeves using MEGALUG restrained joints as manufactured by EBAA Iron Sales, Inc. of Eastland, Texas or as provided below.
- (2) Tyler Mechanical Joint Restraint. Joint restraint for mechanical joint pipe and fittings used with either ductile iron or PVC pipe may be provided using Tyler Mechanical Joint Restraint (MJR) System on 4-inch through 12-inch diameter pipe.
- (3) Restrained Joint Pipe. Joint restraint for push-on joint pipe may be provided using U.S. Pipe TR FLEX restrained joint pipe, Clow Super-Lock Joint pipe, Griffin Snap-Lok restrained joint pipe, American Flex-Ring, or Lok-Ring restrained joint pipe.

D. Restraining Vertical Bends, Offsets, Horizontal Bends, Dead Ends, and Tees.

- (1) Changes in grade of the water main made by vertical bends or offsets shall be restrained by strapping in accordance with File No. 47 of the "Standard Specifications" or by Joint Restrain Systems provided for in section above.
- (2) Restraining for horizontal bends shall be in accordance with File No. 47A with minimum lengths listed below.

Water Main Size	Horizontal Bends (degrees)			
	11 ¼	22 ½	45	90
8- inch	3-ft	6-ft	10-ft	25-ft
12-Inch	4-ft	8-ft	15-ft	35-ft
16-inch	7-ft	15-ft	20-ft	40-ft

- (3) Restraining for dead ends shall be in accordance with File No. 47A with the minimum lengths below:
 - a. 8-inch pipe = 40 ft (PVC); 65 ft (D.I.)
 - b. 12-inch pipe = 60 ft (PVC) ; 90 ft (D.I.)
 - c. 16-inch pipe = 75 ft (PVC); 115 ft (D.I.)

- (4) Tees. At a minimum restrain all joints within 20-feet of the centerline of the Tee (on both the main and branch lines), unless otherwise shown on the plans.

D. Restrained Hydrant Leads.

- (1) Restrain hydrants with thrust blocking and by anchoring to the main. Restrain all joints with MEGALUG. Provide concrete thrust block for both hydrant and hydrant tee.
- (2) Restrain all joints within 20-feet of the centerline of the hydrant tee.

E. Restrained Joint - Water Services Stubs.

- (1) All 4-inch and larger water service piping shall be restrained from the main line tee to the shut-off valve and all joints along the entire service stub with the end of the service piping braced with thrust blocking.

9.0 Insulation.

- A. Water mains shall be insulated as approved by the Village Engineer and wherever the depth of cover is less than five feet. Insulation shall be in accordance with Chapter 4.17.0 of the "Standard Specifications".

10.0 Sewer Crossings.

- A. Center one full length of water main pipe on sewers wherever water main crosses over or under a sanitary or storm sewer so that both water main joints will be as far from the sewer as possible.

11.0 High Points in Water Main.

- A. The Contractor shall install water main at the grades per the Village approved plans with no high points constructed in the main except at hydrant locations and as approved by the Village. If a high point which could trap air cannot be prevented, then an air release assembly shall be constructed at that point. The Village reserves the right to order the Contractor to relay water mains placed at the wrong grade.

12.0 Operation of Existing Valves.

- A. All existing valves will be operated by or under the supervision of the Village of Pleasant Prairie Public Works Department. Contactor shall coordinate valve operations with the Director of Public Works.

13.0 Water Service Disruption.

- A. The Contractor shall coordinate his work with the Village when connecting to existing water main(s) or any other work that may require water service disruption. Work shall be scheduled, sequenced, and performed to minimize inconvenience and disruption caused by temporary discontinuance of water service.
- (1) Contractor shall provide the Village with a plan of their water service disruption work at the preconstruction conference or soon thereafter (prior to critical work scheduling) to coordinate the water service disruption work schedule, resident or business notifications, and Village expectations and requirements for the disruption. Contractor must coordinate and have a mutual understanding with the Village with respect to the water disruption work, prior to commencing work.
 - (2) Resident water service may only be shut down between the hours of 8:30 a.m. and 4:30 p.m. Water service to residences shall not be shut down for a period longer than eight (8) hours, before 7:30 a.m., after 4:30 p.m., or on weekends without approval from the Village.
 - (3) Water service to businesses shall not be shut down for a period longer than two (2) hours unless satisfactory arrangements are made with the businesses affected.
 - (4) Contractor shall notify residence(s) and businesses of planned water service disruptions, in advance of their work. In no case shall notifications be made less than 24-hours in advance, unless emergency work is being performed. Contractor must notify and coordinate with effected businesses and residence both in writing and personal contact regarding planned water service disruptions. A copy of written notifications must be provided to the Village along with a log of personal contacts made.
 - (5) Contractor shall take whatever measures are necessary to return service at the end of each working day, including the use of temporary valves and plugs.
 - (6) The Village reserves the sole authority to prohibit the shutdown of a water main, if in the opinion of the Village that the said shutdown would affect the public health, safety, and welfare or seriously damage a business that is reliant upon the delivery of municipal water.

14.0 Water Services (Within ROW or Public Water Main Easements).

A. Water Service Pipe.

- (1) Water service piping for all new and relaid services from ¾-inch through 2-inch diameter shall be polyethylene (PE) tubing (copper tube size) conforming to AWWA C-901 and ASTM D2737, PE 3408, DR 9.0 (200 psi working pressure).
 - a. Use 1-1/4-inch diameter standard residential service.
- (2) Use compression type mechanical fittings for corporation stop and curb valve. Flared fittings shall not be used.

(3) Join PE pipe to PE pipe using heat-fusion connections.

(4) All connections to polyethylene tubing to corporation stops and curb valves shall be reinforced with liner/insert stiffeners.

B. Corporation Stops. Corporation stops 1-inch size shall be Mueller H-15000, McDonald 4701 or Ford F600 with AWWA cc threads. Corporation stops 1 ½-inch and 2-inch size shall be Mueller H-15013, McDonald 4701B or Ford FB 600 with cc threads.

(1) All 1 ½ -inch and 2-inch stops shall be installed using double strap service clamps. Service clamps shall have a ductile iron body and stainless steel straps or shall be 100% stainless steel.

C. Curb Valves. Curb valves 1-inch size shall be Mueller H-1502-2 Oriseal III curb valve, Ford B22-444 ball valve curb stop or McDonald 6100 ball valve curb stop. Curb valves 1 ½- inch and 2-inch size shall be Mueller H-15204 Mark II Oriseal valves, Ford B44-666 (1 ½-inch) and B33-777 (2-inch) ball valve curb stop or McDonald 6100-T ball valve curb stop.

F. Curb Boxes. Curb boxes (1-inch size) shall be Mueller H10385 arch pattern curb box, Ford arch base curb box with Type PS lid (1-inch upper section) or McDonald 5607 arch pattern curb box with 5607-L lid. Curb boxes (1 ½ - inch and 2-inch size) shall be Mueller H-10336 arch pattern curb box, Ford arch base curb box with Type PS lid (1-inch upper section) or McDonald 5603 arch pattern curb box with 5607-L lid.

(1) Curb boxes shall be furnished with foot piece and stationary rod for 6-1/2 feet of bury.

G. Installation.

(1) Water service piping shall be installed in accordance with Chapter 5.5.0 of the "Standard Specifications" and the following provisions.

a. Do not connect services to the water main until after the main has been tested and a safe water sample obtained.

b. Insert the corporation stop into the water main while the main is in service and under pressure.

c. Do not backfill the water service trench until after the service has been checked for leaks and the service piping thoroughly flushed.

(2) Install water service piping with 6-1/2 feet minimum cover except provide 5-foot minimum cover at ditches.

(3) Tapping PVC Water Main. PVC water main shall be tapped using double strap service clamps. Corporation stops installed on PVC pipe shall be furnished with AWWA tapered threads conforming to AWWA C-800.

- a. Service clamps for ¾" and 1" services shall have a minimum total width of 2-inches.
- b. Service clamps for 1-1/4", 1-1/2", and 2" services shall have a minimum total width of 3-inches.
- c. Tap PVC pipe using a shell cutter with internal teeth. Do not use a standard drill and tap for direct tapping under pressure.
- d. Place Teflon tape on corporation stop threads prior to installation. Corporation stops shall be torqued to a maximum of 35 ft.-lb. or as recommended by the manufacturer.
- e. Taps shall be located at least 2-feet from the ends of pipe sections and at least 18-inches apart measured in horizontal direction.

(4) Water Service and Curb Valve Location.

- a. Curb valves shall be placed one (1) foot from the right-of-way line, unless otherwise approved by the Village, with the residence side of the curb valve capped or plugged. Curb boxes shall be set to finished yard grade.
- b. Place water service outside existing or future driveways.

15.0 Tracer Wire.

- A. Tracer wire shall be installed with all underground water mains and services in accordance with Village Specification VS-0600.

16.0 Village Inspection of Valves.

- A. Village shall inspect and key all valves for alignment and functionality upon completion of the work and prior to roadway paving.

17.0 Hydrostatic Testing.

A. General.

- (1) All tests shall be performed as specified in Chapter 4.15.0 of the "Standard Specifications", except that the water main shall pass three consecutive one-hour leakage tests. The Village shall be present at all times during the testing.
- (2) The contractor shall furnish all labor, equipment, and material to complete the testing.
- (3) Temporary Air-Release.

- a. Trapped air shall be bled off (by tapping the main) when filling the main with water and/or removed by flushing through hydrants.
- b. Temporary air-release may be provided by tapping 1-inch corporation stops into the high points of pipe or into the plug on dead end lines. After flushing and testing is completed, the temporary taps shall be abandoned in place.
- c. The contractor shall provide temporary flushing hydrants if required to flush dead end lines.

B. Test Sections.

- (1) The Contractor has the option to test the entire new water main as one continuous section or in segments per his discretion.
- (2) Connections to intersecting streets need not be tested, however, the Contractor shall sterilize and flush all connecting mains. The intersecting main(s) shall be subjected to line pressure and any visible defects repaired prior to backfilling.

18.0 Disinfection.

A. General Requirements.

- (1) The water main shall be disinfected in accordance with Section 4.3.12 and Chapter 4.16.0 of the "Standard Specifications".
- (2) The Contractor shall take all necessary samples of the water and provide any equipment necessary to take these samples. The Contractor, accompanied by the Village or their representative, shall deliver the samples to an approved laboratory for testing.

B. Safe Samples.

- (1) At least one (1) safe sample must be obtained from each of the segments hydrostatically tested. Additional samples may also be required from:
 - a. Representative locations from each of the test sections to establish that all of the mains are free of contamination.
 - b. Dead end lines.
 - c. Connections to existing mains.
- (2) Water main segments shall not be placed in service until after safe water sample(s) have been obtained.

C. Procedures for disinfecting Connections to Existing Mains.

The following procedures apply when existing mains are wholly or partially dewatered. Existing mains that are isolated by an existing valve require no disinfection. After the appropriate procedures have been completed, the existing main may be returned to service prior to completion of bacteriological testing to minimize disruption to service.

- (1) Apply liberal quantities of hypochlorite to wet trenches at or near the connection to the existing main. Use hypochlorite tablets if water is being pumped from the trench to prolong protection as hypochlorite is slowly released as the tablets dissolve.
- (2) Swab the interior of all pipe and fittings located between the connection to the existing main and the closest new valve (including connection pipe and fittings) with a one percent hypochlorite solution.
- (3) Flush the connection to the existing main, from both directions toward the connection if valve and locations permit, as soon as the connection has been completed and the nearest new valve installed and secured. Flush through the new main until all discolored water is eliminated.
- (4) Should the water main connection be severely contaminated by dirty water or other means, the existing main and connection shall be disinfected by slug chlorination in accordance with the procedures specified below:
 - a. Continue to isolate the section of contaminated main.
 - b. Shut off all service connections.
 - c. Place hypochlorite tablets in the connection to the new main.
 - d. Flush the main to remove particulates.
 - e. Slowly close the contaminated main with a 300 mg/l free chlorine concentration for a period of at least 15-minutes.
 - f. Flush the main until the water is free of noticeable chlorine odor.
 - g. Open service connections and return the main to service.
- (5) Take bacteriological samples to provide a record for determination the effectiveness of the procedure. Samples may be required from both sides of the connection.
 - a. If unsatisfactory tests are recorded, the Village will determine the necessary corrective action. Take daily samples until two consecutive safe samples have been recorded.

B. Rechlorination.

- (1) Should any test prove unsatisfactory, the water main shall be sterilized by the Contractor by such methods as he deems necessary and samples taken until acceptable results are obtained.

C. Flushing.

- (1) All water mains, including dead end mains and all hydrants, and all water services shall be flushed. Water services shall be flushed, with a minimum amount of water equivalent to the volume of the service pipe, until the water is visibly clean.
 - a. The Contractor shall use suitable methods for disposing of flushing water to prevent surface erosion.
 - b. The Contractor shall provide temporary flushing hydrants as required.
- (2) Water for testing and flushing will be furnished by the Village at the Contractor's expense. The Contractor shall notify the Village prior to commencing flushing and shall coordinate his operations with the Village in order not to deplete the water supply. Water usage may be restricted to periods of low demand (night time or weekend hours) if water usage is high during normal working hours. All flushing of new mains and services shall be done under the direct supervision of the Village or their representative.
- (3) The Contractor shall meter all water used for flushing purposes. A complete record of all water used for flushing, including amounts and dates, shall be kept by the Contractor and provided to the Village.
 - a. The Contractor shall use a flushing meter provided by the Village. The meter shall be returned, in good condition, immediately after completing flushing operations. The Contractor shall be responsible for any damage to flushing meters.

D. Swabbing Water Main.

- (1) All piping installed outside of water main test segments shall be disinfected by swabbing with 1% hypochlorite solution and thoroughly flushed. The entire interior surfaces of all pipes and fittings shall be thoroughly swabbed. The diameter of swabs used in pipe shall match the interior pipe diameter and provide resistance when swabbing the pipes. Pipes shall be swabbed with a pumping motion with all surfaces wiped several times. The Contractor shall use extreme care to insure the cleanliness of all water main materials used.

END OF SECTION

VS-0500 (Draft)

ROADWAY AND SIDEWALK CONSTRUCTION

1.0 Section Description.

- A. This section includes requirements for roadway materials and construction.
- B. Related Sections Include:
 - (1) Section VS-0100 General Terms and Conditions
 - (2) Standard Details

2.0 Subgrade Preparation.

- A. The Contractor shall grade and prepare the road subgrade for base aggregate dense placement. All excavation and grading work shall comply with the provisions of Section 205 (Roadway and Drainage Excavation), 207 (Embankment), 211 (Preparation of Foundation) and 213 (Finishing Roadway) of the "State Specifications".
- B. All topsoil from within the traveled roadway to two (2) feet minimum beyond the back of curb shall be removed.
- C. Methods for stabilizing poor subgrades shall be approved by the Village prior to work being completed. Village may require a Geotechnical analysis and design for stabilizing poor subgrades.
- D. Proofrolling. Prior to placing granular subbase or base course material, the Contractor shall test the subgrade strength by proofrolling. Proofrolling shall involve running loaded trucks over the entire roadway (pavement plus shoulders) width. Weak or soft spots in the subgrade shall be removed and backfilled with granular backfill in accordance with "excavation below subgrade" below. Aggregate base course shall not be placed until the subgrade has successfully completed the proofroll testing. Proofrolling must be witnessed and inspected by the Village. The Contractor must coordinate with the Village for inspection.

3.0 Excavation Below Subgrade.

- A. Deposits of frost-heave material, unstable silty soils, water bearing soil, topsoil or other undesirable foundation materials shall be removed from the area within the roadway slopes to such depths as directed or approved by the Village. This work shall be done in accordance with Subsection 205.3.4 of the "State Specifications"
- B. Granular Backfill for Excavation Below Subgrade shall comply with Section 209 of the "State Specifications".
 - (1) Pit run gravel will generally be acceptable as granular backfill.

- (2) Crushed concrete will generally be acceptable as granular backfill. Crushed concrete shall meet Section 209.2 of the "State Specifications".

4.0 Base Aggregate Dense.

- A. Base aggregate dense shall be constructed in accordance with Section 305 of the "State Specifications," and the typical section(s) as approved by the Village. The Contractor shall furnish and place base course material as required to construct the base course to grade.
- (1) Moisture Content. Base course material shall have a maximum moisture content of seven (7) percent before being weighed. Moisture content in excess of 7 percent will be deducted from the measured weight. Moisture content will be expressed as a percent of dry weight.
- (2) Aggregate shall be crushed limestone only.
- B. Gradation. Base aggregate dense shall conform to the following gradations; as specified in Subsection 305.2.2.
- (1) Top layer: 1-1/4-inch (4" minimum thickness); 3/4-inch (Traffic Bond) must be used if roadway is not being paved within the same construction season and the road is open to public traffic.
- (2) Lower layer(s): 1-1/4-inch (4" minimum thickness)
- C. Standard Compaction.
- (1) Crushed aggregate base course shall be compacted in accordance with Subsection 207.3.6.2 of the "State Specifications for Standard Compaction," as modified below.
- a. Base aggregate dense shall be placed and compacted in two (2) or more layers in accordance with Section 305.3 of the "State Specifications". Compacted layers shall be 6-inches or less, unless otherwise approved by the Village.
- b. Moisture shall be added by tank wagon as required for maximum compaction.
- c. Standard compaction shall consist of compacting each layer of the base course to the degree that no further appreciable consolidation is evidenced under the action of the compaction equipment.
- d. Compaction shall be performed by specialized compaction equipment including tamping rollers, pneumatic-tire rollers, vibratory rollers or other approved compaction equipment.
- D. Proofrolling.
- (1) Prior to placing asphaltic or concrete pavement, the Contractor shall test the base course strength by proofrolling. Proofrolling shall involve running loaded trucks over the entire roadway (pavement plus shoulders) width. Weak or soft spots in the base course shall be

removed, replaced with clean crushed aggregate base course, compacted in 6 inch maximum lifts and retested. Proofrolling must be witnessed and inspected by the Village. The Contractor must coordinate with the Village for inspection.

E. Dust Control.

- (1) The Contractor shall minimize the dispersion of dust from the base course, including shoulders, during construction and maintenance operations until after placement of the surface course.
- (2) Dust control shall be accomplished by the application of water or other approved dust control material as required by the Village.

5.0 Concrete Masonry (Pavement, Curb and Gutter, Sidewalk).

A. Grade of Concrete.

- (1) All concrete shall be Grade A-FA, air-entrained, as specified in Subsection 501 of the "State Specifications", unless otherwise approved by the Village.
 - a. All concrete shall be "ready-mix".
 - b. Concrete shall be a six-bag mix with a minimum 28-day compressive strength of 3,500 psi.

B. Curing.

- (1) Concrete pavement, curb and gutter, and sidewalk shall be cured in accordance with the requirements of Subsection 415.3.12 of the "State Specifications", except that all concrete shall be cured by the Impervious Coating Method as specified in Subsection 415.3.12.2.

C. Test Specimens.

- (1) The Contractor shall take two representative concrete samples in accordance with ASTM C-31 for 7 day and 28 day compression testing in accordance with ASTM C-39 from approximately every 300-feet of roadway, 500 feet of curb and gutter, and 400 feet of sidewalk or as directed by the Village.
- (2) Test cylinders shall be six inches in diameter by 12-inches in height.
- (3) The Contractor shall field cure, care for and ship the test cylinders to the testing laboratory. Copies of the test results shall be provided to the Village.

D. Cold Weather Work.

- (1) Cold weather work shall be in accordance with Section 415 of the "State Specifications".

- (2) Concrete pavement shall not be placed when the air temperature is less than 36-degrees, unless approved by the Village.
- (3) For composite HMA /PCC roadways, concrete base shall not be placed if there is insufficient time in the construction season to place the asphalt surface layer, unless otherwise approved by the Village.

6.0 Concrete Curb and Gutter.

- A. Concrete curb and gutter shall conform to the Standard Village Curb details, unless otherwise approved by the Village and shall be constructed in accordance with Section 601 of the "State Specifications".
- B. Concrete curb and gutter shall be constructed on a layer of compacted base aggregate dense base course, placed to a thickness matching the subgrade elevation of the curb and gutter to the subgrade elevation of the adjacent pavement.
- C. Curb and gutter placed separately from abutting new concrete shall be constructed with tie bars. Place #4 x 2'0" long at 3' c-c.
- D. Contraction Joints.
 - (1) Adjacent to Concrete Pavement.
 - a. Contraction joints in curb and gutter adjoining concrete pavement, including HMA / PCC composite road sections, shall be spaced to match joints in the abutting concrete pavement.
 - (2) Adjacent to Asphaltic Pavement.
 - a. Contraction joints in curb and gutter adjoining asphaltic pavement shall be spaced at intervals of 10-feet or as directed by the Village.
 - (3) If the Contractor elects to saw-cut the joints, the joints shall be saw cut the same day when normal or rapid concrete setting conditions prevail. If conditions exist that retard the setting of the concrete, the saw-cutting of the joints shall be delayed until the concrete has set sufficiently to preclude raveling during the sawing. If shrinkage cracks develop prior to saw-cutting, the cracked sections of concrete shall be removed to such an extent that the normal joint spacing will still exist. Contraction joints constructed by saw-cutting shall be a minimum of 2-inches in depth.
- E. Expansion Joints.
 - (1) Expansion joints shall be placed as outlined in Subsection 601.3.6 of the "State Specifications". Joint filler shall be ¾-inch expansion fiber material.
 - (2) Adjacent to Concrete Pavement.

- a. Expansion joints in curb and gutter adjoining concrete pavement, including HMA / PCC composite road sections, shall be placed to match expansion joints in the abutting concrete pavement.

(3) Adjacent to Asphaltic Pavement.

- a. Expansion joints in curb and gutter adjoining asphaltic pavement shall be placed at the following locations:
 - i. At the PC and PT of horizontal curves.
 - ii. Three feet from each side of drainage structures.
 - iii. At 300 foot maximum spacing on both tangents and curves.

F. Opening to Traffic.

- (1) Traffic shall not be allowed on curb and gutter for a period of 7 days after placing or until the concrete has attained a compressive strength of at least 3,000 pounds per square inch.

G. Tapered Curb Ends.

- (1) A tapered curb section shall be constructed at the ends of the curb and gutter. The tapered section shall be 3-feet long and end with a 2-inch high curb. A contraction joint shall be placed at the end of the tapered section.

H. Concrete curb and gutter shall be backfilled with compacted excavated material or granular material, except for the top 4-inches which shall be topsoil. All backfilling shall be completed within two weeks of curb and gutter installation. Roadways shall not be open to any traffic until backfilling has been completed. The Contractor shall immediately restore any backfill that settles.

I. Curb and Gutter Replacement Sections.

- (1) Damaged curb / gutter sections shall be removed to the nearest joint.
- (2) Base aggregate dense base course shall be compacted prior to installing new curb/gutter.
- (3) Curb and gutter constructed adjacent to existing curb and gutter shall be installed using two (2) No.4 (1/2-inch), 18-inch long tie bars, evenly spaced, driven 9-inches into the existing curb and gutter.

7.0 Concrete Pavement.

- A. Concrete pavement shall be constructed in accordance with Section 415 of the "State Specifications" as amended herein.

B. Longitudinal Joints.

- (1) Longitudinal joints shall be constructed along the centerline of the pavement, along the edges of traffic lanes, and at locations shown on the plans in accordance with "State Specifications".

C. Transverse Joints.

- (1) 7-inch Concrete Pavement (or less than 8-inches): Transverse joints shall be constructed at normal 10-foot spacing and as shown on the plans.
- (2) 8-inch (or more) Concrete Pavement: Transverse joints shall be constructed at normal 10-foot or 15-foot spacing and as shown on the plans.
- (3) Transverse joints shall be located to match joints in the adjacent curb and gutter (separately poured curb and gutter) or shall extend through integrally poured curb and gutter.

D. Isolation Joints / Boxouts (Structures).

- (1) Form isolation joints (boxouts) around structures; i.e., manholes, valve boxes and catch basins.
- (2) Adjust transverse joints passing within 5-feet of a structure to pass through the structure or boxout.

E. Pavement Ties bars and dowel bars.

- (1) All longitudinal joints, including construction joints, shall be constructed using tie bars conforming to Subsection 505.2.6 of the "State Specifications".
- (2) Transverse joints, shall be constructed with dowel bars, if required on the plans for collector or industrial roads or other roads as required by the Village. Dowel bars shall conform to Subsection 505.2.6 of the "State Specifications".

F. Surface finish.

- (1) The final surface shall conform to Subsection 415.3.8 of the "State Specifications". When a concrete base for a composite HMA / PCC roadway the surface finish shall provide sufficient texture to obtain a good mechanical bond between the HMA and PCC.

G. Opening to Traffic.

- (1) The pavement shall be opened to traffic in accordance with Subsection 415.3.15 of the "State Specifications". In general, traffic shall not be allowed for a period of at least seven (7) days when temperatures are generally 70-degrees (F) or higher during the period or after test cylinders show a compressive strength of 3,000 psi or more.

8.0 Concrete Sidewalk.

- A. The construction of concrete sidewalks shall comply with Section 602 of the "State Specifications" and Village standard details.
- B. Standard sidewalk shall be 5-inches thick except at driveways where the sidewalk shall match the thickness of the adjacent concrete drive with a minimum thickness of 6-inches provided.
- C. Concrete sidewalks shall be constructed on a compacted gravel base. The gravel base shall be base aggregate dense $\frac{3}{4}$ -inch (1-1/4-inch at driveway locations). The base shall be constructed to the following minimum thicknesses:
 - (1) Concrete sidewalk: 4-inches
 - (2) Concrete sidewalk at driveways: 6-inches
- D. Joints shall be placed and constructed in accordance with Subsection 602.3.2.5 of the "State Specifications" and these Special Provisions.
 - (1) Expansion Joints: Place one-half (1/2) inch expansion joints as directed below:
 - a. Through sidewalks at uniform intervals of not more than 96 feet.
 - b. At joints with intersecting sidewalks.
 - c. Between sidewalk and back of curb and gutter. Construct the sidewalk grade $\frac{1}{4}$ inch higher than the back of curb elevation where they meet.
 - d. At the intersection of 4-inch sidewalk with (6 inch) drives.
 - e. Place one inch expansion joints between sidewalk and buildings or other rigid structures.
 - (2) Contraction Joints: Place contraction joints at a 5-foot typical spacing. Contraction joint spacing shall typically match adjacent sidewalk sections.
- E. Handicap Ramps. Handicap ramps and detectable warning fields shall be constructed in accordance with standard WDOT details or Village approved project plan details. Detectable warning fields within public sidewalks shall be yellow.
- F. Opening to Traffic.

- (1) Pedestrian traffic shall not be allowed for a period of at least 3 days after placing concrete and vehicular traffic shall be excluded for a period of at least 7-days after placing or until the concrete has attained a compressive strength of at least 2,500 psi.

9.0 Asphaltic Concrete Pavement.

- A. Asphaltic concrete pavement shall comply with Section 450, 455, and Section 460 of the "State Specifications" as modified below. The pavement mix shall be approved by the Village for each project. The pavement mix shall be comprised of virgin and/or recycled aggregate and asphaltic materials unless otherwise specified.

- (1) Aggregate.

- a. The aggregate in the pavement mix shall conform to the requirements of the State Specifications. Aggregate gradation shall conform to 19.0 mm (3/4 inch) nominal size aggregate for lower layers, 12.5 mm nominal size aggregate for the upper layer and either 12.5 mm (1/2 inch) or 9.5 mm (3/8 inch) nominal size aggregate for driveways and parking areas in accordance with Subsection 460.2.3 of the "State Specifications."

- (2) Asphalt Cement.

- a. Asphalt cement, Type AC, shall conform to Subsection 455.2.4 of the "State Specifications" and shall be performance grade PG 64-22 or PG 58-28. Asphalt cement content shall be in accordance with State approved mixes.

- (3) Pavement Mix.

- a. Prior to beginning construction, the Contractor shall provide the Village with copies of current state approvals for the pit, mixing plant and design mixes for materials proposed to be used on this project.
- b. Asphaltic mixture shall be produced and incorporated in the work on the basis of a job-mix formula. The Contractor shall be responsible for the asphaltic job-mix design report, conforming to Subsection 460.2.7, and shall submit a signed copy of the report to the Village for review at least two weeks prior to plant start up for paving production.
- c. Pavement mixtures shall be in accordance with Subsections 460.1 and 460.2 of the "State Specifications" and shall be the types noted as specified below, unless otherwise adjusted by the Village:
 - (1) E-0.3: Residential streets and parking lots.
 - (2) E-1: Industrial, commercial, and collector streets.
 - (3) E-3: Major arterial streets.
 - (4) Asphaltic Surface: Driveways and small parking lots (Option-Use Type E-0.3).

d. Delete Subsection 460.2.8 from the "State Specifications". Quality management program does not apply to this project.

B. Pavement Compaction.

1. All pavements shall be built in accordance with the Maximum Density Method per Subsection 460.3.3 of the "State Specifications." The maximum specific gravity value shall be indicated on the asphaltic job-mix design report.
2. Pavements shall be compacted to a density not less than that shown in the table below:

Minimum Required Density:

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		E-0.3, E-1, and E-3	E-10, E-30, and E-30x	SMA
TRAFFIC LANES ⁽¹⁾	LOWER	91.5 ⁽²⁾	92.0 ⁽²⁾	94.0
	UPPER	91.5	92.0	94.0
SHOULDERS AND APPURTENANCES	LOWER	89.5	89.5	91.0 ⁽³⁾
	UPPER	90.5	90.5	91.0 ⁽³⁾

⁽¹⁾ Includes parking lanes as determined by the Engineer.

⁽²⁾ Minimum reduced by 2 percent for < 3 million ESALs and one percent for > 3 million ESALs, when the first lift of lower layer constructed on crushed aggregate or recycled base courses.

⁽³⁾ Minimum density will be 94.0 when the shoulders are paved integrally with the mainline pavement.

3. Incentive for Asphaltic Concrete Pavement Density, Subsection 460.5.2.3 shall not apply to the specifications for this project.

C. Recycled Asphaltic Concrete Pavement.

1. The Contractor may use recycled asphaltic concrete pavement for all layers.
 - a. The recycled pavement shall consist of a mix of salvaged asphaltic pavement materials, presently stockpiled for use by the Contractor, and the required amounts of aggregate and asphalt cement. The recycled pavement shall be in accordance with a State approved mix calculated for the stockpiled material and comply with Section 460 of the

“State Specifications.” The Contractor shall submit a copy of the job-mix formula to the Village.

D. Butt Joints.

1. The Contractor shall construct butt joints wherever the new pavement overlay butts up to existing pavements; including at intersecting streets, project ends, all driveways and as shown on the Plans.
2. Butt joints may be constructed by removing a section of pavement or by milling down a minimum of 1.5-inches of pavement. Butt Joints shall be constructed in neat straight lines at right angles to the street.

E. Pavement Passes and Thickness.

1. Pavement layers and thicknesses shall be as shown on the plans. Lower layer and upper layer passes shall be staggered to prevent joints from extending through the entire asphaltic pavement. The longitudinal joint(s) in the upper layer shall be located in the centerline of the pavement and/or at edges of traffic lanes.

F. Tack Coat.

1. A tack coat shall be applied to each lower layer (including concrete base for composite HMA / PCC road structures) prior to placing the succeeding layer. Apply the tack coat the same day that next layer is placed.
2. Tack coat material shall be an asphalt emulsion, conforming to Subsection 455.2.5 of the “State Specifications”, diluted with an equal amount of water and applied at a rate of 0.025 gallons per square yard or at a rate required to effectively bond the overlying material.
3. The Contractor shall sweep the pavement area with a power broom to remove dust, dirt, clay or other objectionable material prior to placing the tack coat.
4. Surfaces of all structures shall be protected from being spattered or marred by tack coating operations.

G. Temperature of Asphalt Placed.

1. All asphalt (both upper and lower layers) shall be delivered to the project site at a temperature not less than 250°F.

H. Cold Weather Work.

1. Asphaltic pavement shall not be placed when the air temperature is less than 36-degrees unless approved by the Village.

2. Paving done during the period between October 15th and May 1st shall require Village approval and be in accordance with Subsection 450.3.2 of the "State Specifications".

I. Construction Equipment.

1. The paver shall have sufficient power and traction to operate on grades. Screed extensions with static extensions shall not exceed 12 inches. Automatic control systems shall be used unless otherwise determined by the Village.

2. Vibratory rollers shall conform to Subsection 450.3.1.5.

J. Construction Requirements.

1. Prior to placing asphaltic base or surface courses, all required corrections of filling potholes, sags, and depressions shall be made.

2. All edges of existing abutting asphaltic pavements shall be saw-cut immediately prior to paving to form a straight firm joint, unless otherwise waived by the Owner.

3. All rolling shall be performed during daylight hours or as approved by the Engineer.

END OF SECTION

VP-0601 (Draft)

BACKFILLING UTILITY TRENCHES

1.0 Section Description.

- A. This section includes requirements for backfilling utility trenches.

2.0 Materials.

- A. Excavated Material Backfill shall be in accordance with Section 8.43.5 of the "Standard Specifications".
- B. Granular Material Backfill shall be in accordance with Section 8.43.4 of the "Standard Specifications".
- C. Slurry Material Backfill shall be in accordance with Section 8.43.8 of the "Standard Specification".

3.0 Trench Backfill.

- A. Excavated material backfill may only be used in approved locations, outside of existing or proposed pavements, roadways, road shoulders or other improved surface, unless otherwise directed by the Village to use granular or slurry backfill.
 - (1) In such a case where excavated material backfill is approved in a location of a future surface improvement area, the following areas shall have granular backfill in place of excavated material backfill:
 - a. Trenches within fifteen (15) feet of manholes (measured from the center of manholes).
 - b. Trenches within ten (10) feet of catch basins and valve boxes.
- B. Granular material backfill shall be used in the following locations, unless otherwise directed by the Village to use slurry backfill or excavated material backfill:
 - (1) Trenches within or extending 5-feet within proposed new public roadway areas in which the roadway paving schedule requires granular material, as determined by the Village.
 - (2) Trenches within and extending 3-feet beyond driveways or parking areas.
 - (3) Trenches parallel to existing roadways or other improved surfaces but within one-to-one (1'H: 1'V) slopes extending downward and outward from the edges of such improved surfaces.

C. Slurry backfill shall be used in the following locations, unless otherwise directed or approved by the Village to use granular backfill:

- (1) Trenches located within existing roadways and gravel shoulders.
- (2) Trenches extending within 5-feet of roadway pavement.

4.0 Consolidation.

A. Amend Section 2.6.14 of the "Standard Specifications" to read in part:

"All granular and excavated material backfill shall be consolidated through mechanical compaction by means of a backhoe boom-mounted compactor. Either a vibratory compactor or compaction wheel is acceptable if it can meet the densities specified below. The backhoe used for compaction shall be equal in reach to the backhoe used for excavating the trench; i.e., capable of reaching the bottom of the trench with no additional shelf excavation. Backfill shall be compacted in eighteen (18) inch maximum lifts, before compaction, unless noted otherwise below, except that the first lift shall be two (2) feet in depth. The Contractor shall take all precautions necessary to protect utilities from being damaged during backfilling and compaction operations."

- (1) Granular backfill shall be compacted to a minimum of 95% Standard Proctor Density.
 - (2) Excavated material backfill shall be compacted to a density equal to 100% of the density of the undisturbed material in adjacent trench walls.
 - (3) Topsoil layer shall not be compacted.
- B. If there is a question as to whether or not the specified density has been achieved, the Village may require that a soil testing firm, selected by the Village, be brought in to determine the backfill density. All testing costs shall be paid for by the Contractor.
- C. If the Contractor desires to use alternate compaction equipment or backfill depths greater than those specified, documentation must be submitted to the Village substantiating the adequacy of the proposed compaction method. Alternate compaction methods may not be used unless approved by the Village. The Village may require density testing by an approved soil testing firm to field verify backfill densities.

END OF SECTION

VS-0602 (Draft)

SITE RESTORATION AND SURFACE REPLACEMENT

1.0 Section Description.

- A. This section includes minimum requirements for general site restoration and surface replacement.

2.0 General.

- A. Wherever any surface improvements such as any sidewalk, driveway, curb, gutter, terraced area, shoulder, pavement, culvert, lawn, ditch, fence, sign, mailbox or other property damaged by the Contractor's operations, they shall be repaired or replaced to the Village's satisfaction.

- (1) Contractor shall consult with the Village regarding restoration / repairs of any pavement or structure regarding special requirements that the Village may have.

- B. The Contractor shall keep the sites of his operations clean during construction and remove all rubbish or debris on a daily basis.
- C. The Contractor shall take all precautions necessary to protect adjacent road pavements, including shoulders, from being damaged.
- D. Contractor shall comply with all project plan and permit restoration provisions and specifications.
- E. Site restoration and surface replacements shall be completed in a timely fashion during the course of construction operations or as directed by the Village.

3.0 Pavement Restoration.

- A. Pavement repairs shall be "in-kind" except as otherwise specified by the Villager or where the existing pavement thickness is less than the following minimum pavement thickness(s), the minimum pavement section (specified below) shall be placed.

- (1) Existing asphalt pavement shall be replaced with a minimum of 10-inches of base aggregate dense and 5-inches of asphaltic concrete pavement (3-inch lower layer; 2-inch upper layer).

- (2) Existing asphaltic driveways and parking areas shall be replaced with the following minimum thicknesses.

- a. Residential – 6" aggregate base and 3" asphaltic pavement (upper layer).

- b. Commercial / Industrial – 8" aggregate base and 4" asphaltic pavement (2.25" lower layer; 1.74" upper layer).

- B. Concrete pavement restoration shall be full width from joint to joint and from seam to seam unless otherwise approved by the Village. Concrete pavement replacement shall be anchored in accordance with WDOT detail S.D.D. 13 C. (Concrete Pavement Repair and Replacement).
 - (1) Concrete mix shall be high early strength.
 - (2) Concrete pavement repairs of existing non-doweled concrete pavement do not need to be doweled, however, tie bars for longitudinal joints are required.
- C. Saw-cutting and milling shall be in neat straight lines, at right angles to the street or drive, to produce a clean joint for pavement restoration.
- D. Damaged concrete pavements and driveways, sidewalks and curb and gutter shall be removed and replaced to existing joints unless otherwise allowed by the Engineer.
- E. Roadway, curb and gutter, and sidewalk repairs shall meet Village Specifications.

4.0 Lawn Restoration.

- A. All damaged or destroyed grass or terrace areas shall be restored with four (4) inches minimum of topsoil, seed, mulch and/or erosion matting as specified below and as directed by the Village.
 - (1) Topsoil shall comply with Section 625 of the "State Specifications".
 - (2) Fertilizer shall comply with Section 629 of the "State Specifications". Apply Type A fertilizer at 7 pounds per 1,000 square feet.
 - (3) Seeding shall comply with Section 630 of the "State Specifications".
 - a. Lawn Type Turf seed mixture shall be composed of 50% Kentucky 31 Fescue, 25% Perennial Ryegrass, and 25% Timothy and shall be distributed at a rate of four (4) pounds per 1,000 square feet.
 - (4) Mulching shall comply with Section 627 of the "State Specifications". All seeded areas shall be mulched, unless a vegetative erosion control mat is used. Areas to be mulched with no erosion control matting shall be limited to small areas not on slopes with minimal erosion potential.
 - (5) Install erosion control mat over all restored lawn or grass areas on slopes or as directed by Village. Erosion matting shall comply with WDNR technical standard 1052.
 - a. Erosion matting shall be Class I Type B, double netted for all areas except on residential lawns. Residential lawns in which mowing may be accomplished within a couple weeks may, shall be Class I Type B (Urban) mat.

5.0 Survey Monuments.

- A. Contractor's attention is directed to Section 2.1.4 of the "Standard Specifications" requiring the Contractor to protect survey monuments from being damaged. The Contractor shall hire a Wisconsin Registered Land Surveyor prior to removing and disturbing any survey monuments to tie in the location of these monuments prior to their removal. All damaged or disturbed survey monuments shall be replaced by a Wisconsin Registered Land Surveyor.

- B. Section Corner Monuments. The Contractor shall notify and coordinate with the County Surveyor prior to removal or disturbance of any Section Corner Monuments in order for the County Surveyor to tie in these monuments prior to their removal.

END OF SECTION

VP-0603 (Draft)

MANHOLE AND VALVE ADJUSTMENTS (EXISTING UTILITIES)

1.0 Section Description.

- A. This section includes requirements for adjusting existing manholes and water valves. This section pertains to adjustments on existing utilities. New manholes shall be constructed in accordance with Sections VP-0200 and VP-0300 and Village standard details.
- B. Related Sections Include:
 - (1) Section VS-0100 General Terms and Conditions
 - (2) Section VS-0200 Sanitary Sewer
 - (3) Section VS-0300 Storm Sewer
 - (4) Section VS-0400 Water Main
 - (5) Section VS-0601 Backfilling Utility Trenches
 - (6) Section VS-0602 Site Restoration and Surface Replacement

2.0 Manhole Adjustment Using Adjustment Rings (Existing Manholes).

- A. The Contractor shall adjust existing manhole castings to grade by adding or removing adjusting rings. (Maximum adjusting ring height for manholes is 16-inches.)
- B. Adjusting rings shall be furnished and installed by the Contractor and shall be one of the following:
 - (1) Concrete rings with one line of steel centered within the ring. Concrete rings shall match the dimensions of the existing rings.
 - (2) High Density Polyethylene (HDPE) adjustment rings as manufactured by Ladtech, Inc., Lino Lakes, Minnesota, or approved equal.
 - (3) Expanded Polypropylene adjustment rings (Pro-Ring) as manufactured by Cretex Specialty Products, Waukesha, Wisconsin, or approved equal.
 - a. When removing manhole casting and rings, the Contractor shall clean the casting and manhole mating surfaces to remove all loose mortar and other substances. The Contractor shall take precautions to prevent gravel and other materials from entering the manhole. All materials falling into the manhole shall be removed by the Contractor.
 - b. Concrete adjusting rings and manhole frames shall be set with butyl rubber sealant The (EZ-Stick or Kent Seal in rope form) or equal.
 - c. HDPE and Expanded Polypropylene adjusting rings shall be installed per manufactures recommendations and instructions.

- d. The top of manhole castings shall be set 1/4 inch below the newly finished asphalt surfaces, finished grade of concrete pavement, or elevations per the plan within grass or lawn areas.

C. External Chimney Seal.

- (1) Manholes shall be provided with an external manhole chimney seal as manufactured by Adaptor Inc., West Allis, Wisconsin or equal. The external chimney seal shall be installed in accordance with the manufacturer's instructions. Seals shall span the entire chimney height.

3.0 Manhole Adjustments -Reconstruction (Existing Manholes).

- A. Manholes that cannot be brought up to grade by adding or removing adjusting rings shall be adjusted to grade in accordance with the following procedures:

- (1) Remove casting, rings, cone section, and riser section(s) as required.

- a. Place new riser section(s) and/or cone section, 3" to 16" of concrete adjusting rings and reset casting to grade. Salvaged materials in satisfactory condition may be reused if approved by Village.

- B. All manhole adjustments shall be constructed in accordance with Chapter 3.5.0 and File No. 12 and 15 of the "Standard Specifications" and these Special Provisions.

- (1) Manhole steps shall be OSHA approved and fabricated using 3/8-inch minimum diameter steel reinforcing rod molded plastic covering.

- (2) Joints for precast manhole riser sections shall be made with rubber "O"-ring gaskets, a continuous ring of butyl rubber sealant (EZ-Stick or Kent-Seal in rope form) or equal except that joints for storm sewer manholes may also be made with mortar. The butyl sealant shall be 1-inch diameter equivalent or as recommended by the manhole manufacturer.

- a. An external sealing wrap shall be placed at all joints between pre-cast manhole sections. The external sealing wrap shall meet, or exceed, the requirements of ASTM C-877, Type II. External joint seals shall be MacWrap, as manufactured by Mar-Mac Manufacturing Co., Inc., or approved equal.

C. External Chimney Seal.

- (1) Manholes shall be provided with an external manhole chimney seal as manufactured by Adaptor Inc., West Allis, Wisconsin or equal. The external chimney seal shall be installed in accordance with the manufacturer's instructions. Seals shall span the entire chimney height.

4.0 Backfill for Manhole Adjustments.

- A. Manhole Adjustments using adjustment rings.

(1) Manholes located within pavement areas shall be backfilled using slurry unless otherwise approved to use granular backfill by the Village.

(2) Manholes located in lawn or grass areas shall be backfilled with granular material except for the top four inches which shall be topsoil.

B. Manhole Adjustments-Reconstruction.

(1) Manholes located within pavement areas shall be backfilled with slurry.

(2) Manholes located within lawn or grass areas shall be backfilled with granular material except for the top four inches which shall be topsoil.

C. Refer to Section VS-0601 Backfilling Utility Trenches for additional backfill requirements.

5.0 Valve Box Adjustments.

A. The Contractor shall adjust valve boxes to grade by screwing or sliding the valve box top section to the required elevation.

B. The Contractor shall coordinate with the Village Public Works Department regarding inspection of all valves and valve boxes, including hydrant valves, to ensure valve boxes are clean, valve nuts are accessible and valve is operational.

C. Valve boxes shall be set 1/4 inch below the newly finished asphalt surfaces, finished grade of concrete pavement, or elevations per the plan within grass or lawn areas.

END OF SECTION

VS-0700 (Draft)

STREET TREES

1.0 Section Description.

A. This section includes requirements for street tree installation.

B. Related Sections Include:

- (1) Section VS-0100 General Terms and Conditions.
- (2) Section VS-0602 Site Restoration and Surface Replacement.

2.0 Street Trees.

A. Street tree species shall be approved by the Village. Approved street tree species are listed below.

<u>Botanical name</u>	<u>Common Name</u>
Acer x freemanii	Autumn Blaze Maple
Ulmus x 'Morton Glossy'	Elm (Triumph or Accolade)
Gleditsia triacanthos	Honeylocust
Syringa reticulata	Japanese Tree Lilac
Gymnocladus dioicus	Kentucky Coffeetree
Tilia cordata	Littleleaf Linden
Pyrus calleryana	Ornamental Pear (Chanticleer & Aut Blaze)
Ginkgo biloba	Princeton Sentry Ginkgo
Acer rubrum 'October Glory'	Red Maple
Tilia x euchlora	Redmond Linden
Quercus rubra	Red Oak
Tilia Tomentosa	Silver Linden
Acer miyabei 'Morton'	Miyabe Maple – State Street

B. Tree species tags shall be on the tree when delivered for inspection.

C. All species shall be true to name and type and first class representatives of their species or variety. Trees of lower class quality will not be accepted.

3.0 Locations.

A. Street tree locations as shown on the Village approved landscaping plan are general locations. The Contractor shall mark or stake the actual tree locations based on field conditions for Village review and concurrence, prior to installation.

B. Street trees are generally spaced 50-feet on center and 7-feet back of curb, unless planned otherwise.

- C. Street trees shall not be placed on the common lot line between two properties. Trees must favor one lot to avoid landowner maintenance responsibility disputes.

4.0 Tree Planting.

- A. Trees shall have a minimum diameter of 2-inches and a minimum height of 6-feet above the ground when planted.
- B. All plantings shall receive a 3-year slow release fertilizer packet (or equal) at a rate of 2 per caliper inch of tree.
- C. Topsoil backfill shall be topsoil that is fertile friable natural loam surface soil reasonably free from subsoil, clay lumps, brush, weeds, and other liter, and free of roots stumps, stones larger than 1-inch and other extraneous toxic matter harmful to plant growth.
- D. All trees shall be top dressed with a minimum of four inches of shredded hardwood mulch.
- E. Trees shall be planted plumb as possible and the Contractor shall maintain tree plumbness throughout the warranty period. Trees shall have 3-anchor assemblies. Anchor assemblies shall be removed within or upon the warranty period.
- F. Trees shall be watered immediately after installation.

5.0 Tree Establishment, Warranty, and Replacement.

- A. The tree establishment and warranty period shall be 1-year from final acceptance of all the plantings, unless a longer warranty period is established per separate agreement or plan approval conditions.
- B. Initial maintenance services, including watering, for trees shall be provided by the Contractor. Maintenance shall begin immediately after trees are installed and shall continue throughout the warranty period until trees are acceptably healthy and well established but not less than the warranty period.
- C. Trees that are not acceptably healthy during the warranty period shall be replaced, at the cost of the Contractor / Developer. The warranty period for tree replacements shall be extended for additional 1-year period. Tree replacement(s) and warranty period extensions shall continue until such time that an acceptably healthy tree is established.

END SECTION

BIDDER'S PROPOSAL
FOR
KING'S COVE SUBDIVISION
Utility Modifications

TO: THE OWNER

I, the undersigned, having investigated fully the conditions affecting the cost of the work, and with full knowledge of the requirements set forth in the Contract Documents, hereby propose to furnish, install and pay for all materials, tools, and appliances, labor, equipment, and all utility and transportation services to construct, complete, and ready for use, all in accordance with the Contract Documents as attached hereto, the following work for the compensation indicated:

For the King's Cove Subdivision Utility Modifications project as shown on the Plans attached hereto, in accordance with the Contract Documents and the requirements of the Owner's and Village's Engineer under them, for the total lump sum of ~~SEVENTEEN THOUSAND FOUR HUNDRED~~ Dollars and ~~NO~~ Cents ~~11,400~~, with the following prices used as a basis for fixing the cost of authorized additions, deductions or changes in the work:

NINE
RMS

17,900
RMS

- 1. 1 Lump Sum Village Permits
@ TWO HUNDRED
Dollars (\$ 200-) / L.S. \$ 200-
- 2. 1 Lump Sum Mobilization
@ ONE THOUSAND
Dollars (\$ 1,000-) / L.S. \$ 1,000-
- 3. 1 Lump Sum Traffic Control
@ TWO HUNDRED
Dollars (\$ 200-) / L.S. \$ 200-
- 4. 1 Lump Sum Erosion Control
@ THREE HUNDRED
Dollars (\$ 300-) / L.S. \$ 300-
- 5. 1 Lump Sum Pavement Removal & Replacement
@ TWO THOUSAND ONE HUNDRED
Dollars (\$ 2,100-) / L.S. \$ 2,100-
- 6. 1 Lump Sum Curb & Gutter Removal & Replacement
@ ONE THOUSAND ONE HUNDRED
Dollars (\$ 1,100-) / L.S. \$ 1,100-
- 7. 1 Lump Sum Disconnect Sewer & Water Mains at the Main and Abandon in Place
@ NINE THOUSAND
Dollars (\$ 9,000-) / L.S. \$ 9,000-

8. 1 Lump Sum Slurry Backfill (Utility Trenches)

@ FOUR THOUSAND
Dollars (\$ 4,000) / L.S. \$ 4,000

TOTAL LUMP SUM: \$ 17,400

I hereby certify that I have examined and carefully prepared this proposal from the Contract Documents and have checked the same in detail before submitting it; that I have full authority to make such statements and submit such proposal on behalf of THE WANASEK CORP and that such statements are true and correct.

TIME LIMITS

If awarded this contract I will commence work in 30 calendar days and complete work in 20 calendar days.

Date: May 20, 2014

Company The Wanasek Corp

Signature [Signature]
John Wanasek

Title President

Address 29600 Durand Ave

Burlington, WI 53105

Phone (262) 763-3561

OWNER
Thomas Interests, Inc.
10756 West Liberty Avenue
Beach Park, IL 60099

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

We acknowledge receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

I have reviewed and completed all of the bidding documents.

DATE May 20, 2014

FIRM The Wanasek Corp

BY [Signature]
John Wanasek - President

CONTRACT

THIS AGREEMENT entered into this 23 day of July, 2014 (the "Contract") by and between the THOMAS INTERESTS, INC. hereinafter called the OWNER, and THE WANASEK CORPORATION, hereinafter called the CONTRACTOR.

WITNESSETH that the parties hereto do mutually agree as follows:

1. The Contractor shall perform everything required to be performed and shall furnish and pay for all labor, materials, necessary tools, expendable equipment, taxes, utility and transportation services, and other facilities of any nature whatsoever required to construct and complete all of the work shown in the Plans and Construction Specifications dated October 9, 2013 and described in the Contract Documents for **King's Cove Subdivision Utility Modifications Project** as prepared by Nielsen Madsen & Barber, S.C., which Plans and Specifications are a part of "Contract Documents", in a workmanlike manner and in strict conformity with the Contract Documents herein mentioned and made a part of this Contract. All time limits and performance dates set forth in the Contract Documents are of the essence of this Agreement.
2. Contractor shall commence work upon written notification to proceed and shall have the work substantially completed by October 15, 2014.
3. Subcontractor, supplier or service provider means the following:
 - (a) Any person who has a direct contractual relationship, expressed or implied, with the prime contractor or with any subcontractor of the prime contractor to perform, furnish or procure labor, services, materials, plans or specifications, except as provided in par. (b).
 - (b) With respect to contracts entered into under s.84.06(2) for highway improvements, any person who has a direct contractual relationship, expressed or implied, with the prime contractor to perform, furnish or procure labor, services, materials, plans or specifications.
4. The Owner shall pay to the Contractor for the performance of this Contract, subject to the additions and deductions provided for herein, the Contract amount as given in the Proposal. The total amount before any additions or deductions possible is

Seventeen Thousand Nine Hundred Dollars and No/100 Cents (\$17,900.00)

5. The Contractor shall submit, for the approval of the Engineer, itemized statement in full for all work performed during the project. The Engineer shall certify to the Owner the amount and value of the work so certified. Final payment of all amounts due, including all amounts withheld from previous payments, shall be made after acceptance of the completed work by the Owner.

- (a) Five percent (5%) of each payment shall be retained by the Owner until 50% of the contract amount is complete.

6. As a prerequisite for payments, the Contractor shall provide, in a form satisfactory to the Owner, partial lien or claim waivers in the amount of the application for payment and affidavits covering its subcontractors and suppliers for completed Work. Such waivers may be conditional upon payment. In no event shall Owner require the Contractor to provide an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid. Promptly following payment to the Contractor, the Contractor shall provide, in a form satisfactory to the Owner, unconditional lien or claim waivers from the Contractor and all subcontractors and suppliers for completed Work. The Contractor warrants and guarantees that, except to the extent the Owner has failed to make payments then due to the Contractor hereunder, the premises and the Work shall be free and clear of all liens, claims, security interests and other encumbrances made by, through or under the Contractor, subcontractors, suppliers or anyone else performing any portion of the Work.

Contractor hereby covenants and agrees to pay all claims for labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the public improvement or public work and Contractor shall indemnify and hold the Owner harmless from and against any liabilities or claims whatsoever related to the same, including the Owner's reasonable attorney's fees and costs.

7. The Contractor and Owner agree that the Owner has the right to make payments for the performance of labor or furnishing of materials by subcontractors or suppliers directly to such subcontractors or suppliers, or to pay the Contractor with checks that are made payable to the Contractor and to one or more subcontractors or suppliers.

8. The Contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers and service providers performing, furnishing or procuring labor, services, materials, plans and specifications under the Contract.

9. This Contract consists of the following parts, all of which are as fully a part of this Contract as if set forth verbatim herein or, if not attached, as if attached:

- | | |
|----------------------------|---|
| A. INVITATION TO BIDDERS | G. CONTRACT |
| B. INSTRUCTIONS TO BIDDERS | H. INSURANCE AND LIABILITY REQUIREMENTS |
| C. GENERAL SPECIFICATIONS | I. BID BOND |
| D. SPECIFICATIONS | J. PERFORMANCE BOND |
| E. VILLAGE SPECIFICATIONS | K. PAYMENT BOND |
| F. BIDDER'S PROPOSAL | |

10. WARRANTIES AND REPRESENTATIONS

10.1 The Contractor is a duly organized and company in the State of Wisconsin.

10.2. The execution, delivery, and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Contractor, and no other or further acts or proceedings of the Contractor or its members/shareholders are necessary to authorize and approve the execution, delivery, and performance of this Contract, and the matters contemplated hereby. This Contract, the exhibits, documents, and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Contractor and constitute the legal, valid, and binding Contract and obligation of the Owner, enforceable against the Contractor in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

10.3. There are no lawsuits filed or, to the knowledge of the Contractor, pending or threatened against the Contractor that may in any way jeopardize or threaten the ability of the Contractor to perform its obligations under this Contract.

10.4. The Contractor has sufficient funds through equity and debt financing sources to undertake, construct, and complete the work and fulfill its obligations contemplated by this Contract.

11. In addition to, and not to the exclusion or prejudice of, any provisions of this Contract, or any documents incorporated herein by reference, the Contractor shall indemnify and save harmless the Owner, its officials, agents, representatives, and employees and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, and the like, including, without limitation, reasonable attorneys' fees and costs, whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from, relate to, or arise in the course of, any act or failure to act by the Contractor in connection with this Contract or the construction of the work. This indemnity does not apply to any claims arising out of the Owner's negligence, willful misconduct, or breach of this Contract.

12. In the event of a dispute, default, or breach of the Contract, the parties shall be entitled to pursue all available remedies at law and in equity, including, but not limited to, filing a lawsuit; provided, however, any such lawsuit shall be filed in the Circuit Court of Racine County.

13. Upon final payment by the Owner, the Contractor shall provide, in a form satisfactory to the Owner, evidence that the Contractor and each subcontractor and supplier consents to the assignment on a non-exclusive basis to King's Cove Home Owners Association and any third party purchasers of the premises of any warranties provided by the Contractor and any subcontractor or supplier related to the Work, to the extent the Owner elects to assign such warranty. Such consent shall indicate that any such assignment shall not extinguish the Owner's rights under such warranty.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR

THE WANASEK CORPORATION

WITNESS  _____

BY:  _____
Signature John Wanasek
President
Title

Thomas Interests, Inc .

WITNESS  _____

 _____
Gary Thomas
Secretary / Treasurer

WITNESS  _____

Bond No. _____

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we The Wanasek Corporation

as Principal hereinafter called the Principal, and THE HANOVER INSURANCE COMPANY
a corporation duly organized under the laws of the state of New Hampshire as Surety, hereinafter called the Surety,
are held and firmly bound unto Thomas Interests, Inc., Beach Park, Illinois

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Amount Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for King's Cover Subdivision Utility Modification Project

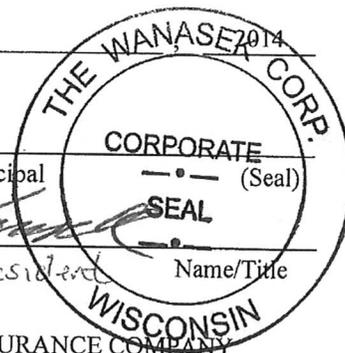
This Bid is subject to the receipt
of Evidence of Financing by the Owner
acceptable to both the Bidder and
the Bidder's Surety.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of May

Shelly L. Schultz
Witness

The Wanasek Corporation
Principal
By: John Wanasek - President
Name/Title



Beth Fedyp
Witness

THE HANOVER INSURANCE COMPANY
Surety (Seal)
By: Joseph L. Vigna
Joseph L. Vigna, Attorney-in-Fact



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Michael T. Burg, Daniel G. Johnson, Joseph L. Vigna, Dennis Barton and/or Elizabeth M. Fedyn

of Brookfield, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

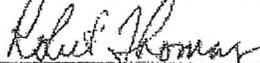
and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 5th day of January 2012.



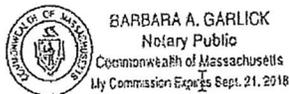
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

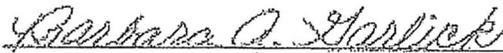

Robert Thomas, Vice President


Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 5th day of January 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of May 2014.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Glenn Margosian, Vice President



Bond No. 1032334
Executed in Four Copies

Contractor's Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

The Wanasekk Corporation
29606 Durand Avenue
Burlington, WI 53105

SURETY (Name and Principal Place of Business):

THE HANOVER INSURANCE COMPANY
333 West Pierce Road
Itasca, Illinois 60143

OWNER (Name and Address):

Thomas Interests, Inc.
10756 West Liberty Avenue
Beach Park, IL 60099

CONSTRUCTION CONTRACT

Date: July 23, 2014

Amount: \$ 17,900.00

Description (Name and Location): King's Cove Subdivision Utility Modifications Project

BOND

Date (Not earlier than Construction Contract Date): July 23, 2014

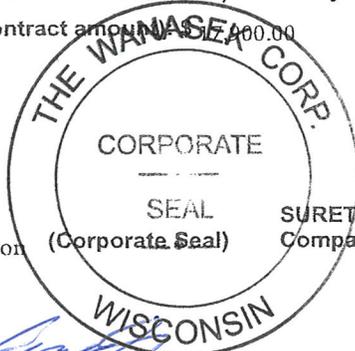
Amount (Not less than the Contract amount): \$ 17,900.00

Modifications to this Bond:

None

CONTRACTOR AS PRINCIPAL

Company: The Wanasek Corporation



SURETY¹

Company:

THE HANOVER INSURANCE COMPANY
(Corporate Seal)



Signature: _____

Name and Title: John Wanasek, President

Signature: _____

Name and Title: Dennis M. Barton, Attorney-In-Fact

APPROVED BY OWNER: Thomas Interests, Inc.

By: _____

Date: _____

[Signature]
Gary Thomas, Secretary
8/6/2014

¹ Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the prompt and faithful performance of the Construction Contract, which is incorporated herein by reference.
 - 2 If the Contractor promptly and faithfully performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond.
 - 3 When the Owner has declared a Contractor in Default and notified the Surety of same in writing, and there is no Owner Default, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 3.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 3.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals in accordance with the Wisconsin Statutes from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds, executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default.
 - 4 If the Surety does not proceed as provided in Paragraph 3 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.
 - 5 To the limit of the amount of this bond, the Surety is obligated without duplication or limitation for:
 - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by defective performance or delayed performance or non-performance of the Contractor.
 - 6 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
 - 7 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. No assignment, modification or change of the Construction Contract, change in the work covered by the Construction Contract or extension of time for the completion of the Construction Contract may release the Surety from its obligations under this Bond.
 - 8 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted no later than one year after the completion of work under the Construction Contract.
 - 9 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 - 10 This bond has been furnished to comply with Section 779.14 of the Wisconsin Statutes, and any amendments thereto, and other legal requirements in the location where the Construction Contract is to be performed. Any provision in this bond conflicting with said statute or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.
- ## 11 DEFINITIONS
- 11.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract and any amendments thereto after all proper adjustments have been made, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 11.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

11.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Bond No. 1032334
Executed in Four Copies

Contractor's Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
The Wanasek Corporation
29606 Durand Avenue
Burlington, WI 53105

SURETY¹ (Name and Principal Place of Business):
THE HANOVER INSURANCE COMPANY
333 West Pierce Road
Itasca, Illinois 60143

OWNER (Name and Address):
Thomas Interests, Inc.
10756 West Liberty Avenue
Beach Park, IL 60099

CONSTRUCTION CONTRACT

Date: July 23, 2014

Amount: \$ 17,900.00

Description (Name and Location): King's Cove Subdivision Utility Modifications Project

BOND

Date (Not earlier than Construction Contract Date): July 23, 2014

Amount (Not less than the Contract amount): \$ 17,900.00

Modifications to this Bond:

None

CONTRACTOR AS PRINCIPAL

Company: The Wanasek Corporation (Corporate Seal)



SURETY THE HANOVER INSURANCE COMPANY
Company: COMPANY (Corporate Seal)



Signature: [Handwritten Signature]

Name and Title: John Wanasek, President

Signature: [Handwritten Signature]

Name and Title: Dennis M. Barton, Attorney-In-Fact

APPROVED BY OWNER: Thomas Interests, Inc.

By: [Handwritten Signature]

Date: 8/5/2014 Gary Thomas, Secretary

¹ Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay every person, including every Subcontractor, Supplier, or Service Provider, of all claims that are entitled to payment for labor, services, materials, plans, or specifications performed, furnished, or procured for the purpose of making the public improvement or performing the public work as provided in the Construction Contract.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has within a reasonable period of time notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits, and provided there is no Owner Default, and
 - 2.3 Faithfully performs the Construction Contract.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants or any party in interest under this bond unless actions on the Bond are in compliance with the provisions of Section 779.14, Wis. Stats., as amended.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performances of the Construction Contract and to satisfy claims, if any, under any construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. No assignment, modification or change of the Construction Contract, change in the work covered by the Construction Contract or extension of time for the completion of the Construction Contract may release the Surety from its obligations under this Bond.
- 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted no later than one year after the completion of work under the Construction Contract.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 This bond has been furnished to comply with Section 779.14 of the Wisconsin Statutes, and any amendments thereto, and other legal requirements in the location where the Construction Contract is to be performed. Any provision in this bond conflicting with said statute or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.
- 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 If the amount realized on this Bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties proportionally.

16 DEFINITIONS

16.1 Subcontractor, Supplier, or Service Provider means the following:

(a) Any person who has a direct contractual relationship, expressed or implied, with the Contractor or with any Subcontractor of the Contractor to perform, furnish, or procure labor, services, materials, plans or specification, except as provided in par. (b).

(b) With respect to contracts entered into under s. 84.06(2) for highway improvements, any person who has a direct contractual relationship, expressed or implied, with the Contractor to perform, furnish, or procure labor, services, materials, plans or specifications.

16.2 Claimant. See Subcontractor, Supplier or Service Provider.

16.3 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

16.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Wanasek Corp
10000 W. 10th Ave
Denver, CO 80202
Tel: 303.755.1000
Fax: 303.755.1001
www.wanasek.com

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Michael T. Burg, Daniel G. Johnson, Joseph L. Vigna, Dennis Barton and/or Elizabeth M. Fedyn

of Brookfield, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 5th day of January 2012.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

Joe Brenstrom
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 5th day of January 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of July 2014.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian
Glenn Margosian, Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hausmann-Johnson Insurance Inc 700 Regent St., PO Box 259408 Madison, WI 53725-9408 Phil Procter/Existing		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
INSURED The Wanasek Corp. & JOPA, Inc. 29606 Durand Ave Burlington, WI 53105		INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company			NAIC # 10677
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES CERTIFICATE NUMBER: 2014 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPP0892276	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			EBA0071502	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPP0892276	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC192729500	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Kings Cove Subdivision Utility Modifcations Project. When required in written contract, Thomas Interests, Inc. and the project owner are listed as additional insured with respect to commercial general liability on a primary & non-contributory basis for the above-listed project.

CERTIFICATE HOLDER THOMINT Thomas Interests, Inc 10756 W. Liberty Ave Beach Park, IL 60099	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B, Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

(1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5, **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- 1) Assumed in any contract; or
 - 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. **Care, Custody or Control Liability Coverage**

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

- a.** Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
 - (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - 2) This insurance does not apply to any insured person or organization:
 - a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

- (e) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph **9.a.(2)**:

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.
- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. **Other Insurance** is amended to include:
 - (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
 - 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
 - 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)**, **9.a.(3)(b)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.(3)(a)** and **9.a.(3)(b)** of this endorsement shall not apply and Paragraph **9.b.** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12. "Insured contract" (SECTION V - DEFINITIONS)** is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1)** The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance,**

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED,** does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

INSURANCE AND LIABILITY REQUIREMENTS

LIABILITY AND INSURANCE - The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor.

- Worker's Compensation Insurance - Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the Contractor. All Subcontractors and materialmen shall furnish to the Contractor and the Owner evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.
- Commercial General Liability - Coverage to include premises and operations, products and completed operations, and the explosion (x), collapse (c), and underground property damage (u) hazard exposures, all subject to the following limits:

Each Occurrence – Bodily Injury and Property Damage	\$1,000,000
Personal Injury	\$1,000,000
Completed Operations	\$1,000,000
General Aggregate	\$1,000,000

The Contractor shall have the Owner named as an additional insured to the Commercial General Liability policy. The coverage for the additional insured is to apply on a primary basis in relation to the additional insured's own policy, which is to the non-contributing.

The policy shall be endorsed to have the General Aggregate apply to this project only.

The completed operations and product liability portion of the policy must be maintained in force for at least two years after the date of final completion.

- Automobile Liability – Coverage to include operations of owned, hired and non-owned motor vehicles, all subject to a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- Umbrella Liability – Umbrella Liability or Excess Liability coverage to supplement coverage as required above with a limit of not less than \$5,000,000.

Liability insurance may be arranged by Commercial General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying policies for the lesser limits with the remaining limits provide by an Excess of Umbrella Liability policy.

The Contractor shall furnish Owner with Certificates of Insurance showing, by specific reference, that each of the foregoing items has been provided. Certificates of Insurance must provide at least 30 days notice to the Owner in the event of cancellation, and with any provision relieving the insurer of responsibility for giving such notice deleted. Contractor shall, on request, provide Owner with a copy of the insurance forms relevant to Owner's interest and the forms must be satisfactory to Owner.

All insurance policies shall be issued by companies approved by Owner or authorized to do business under the laws of this State and shall have an "A-" or better rating by Best's Rating Guide.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing certificates, and approval of such by the Owner, shall not relieve the Contractor of his liability and obligations under all provisions for the Contract Document.



CERTIFICATE OF RESOLUTION

Return to:

VILLAGE OF PLEASANT PRAIRIE
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

Parcel #s:

93-4-123-303-0103 and 93-4-123-303-0104

Legal Descriptions:

Tax Parcel Number: 93-4-123-303-0103

Lot 3 of Kings Cove Subdivision (Document # 1475284 as recorded at the Kenosha County Register of Deeds on April 7, 2006) is located in the Southwest One Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 23 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie.

Tax Parcel Number: 93-4-123-303-0104

Lot 3 of Kings Cove Subdivision (Document # 1475284 as recorded at the Kenosha County Register of Deeds on April 7, 2006) is located in the Southwest One Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 23 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie.

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Do Hereby Certify that this is a true and correct copy of Resolution No. 12-35 (Discontinuance of 115th Street in the Kings Cove Subdivision in the Village of Pleasant Prairie) adopted by the Village of Pleasant Prairie Board of Trustees on October 15, 2012.

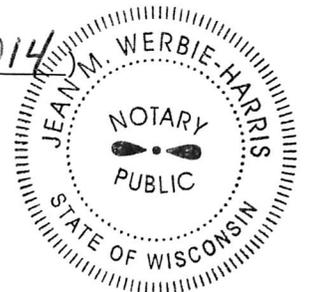
Jane M. Romanowski
Village Clerk

10-15-12
Date

ACKNOWLEDGMENT
STATE OF WISCONSIN)
SS
KENOSHA COUNTY)

Personally came before me this **15th day of October, 2012**, the above named known to be the persons who executed the foregoing instrument and acknowledge the same.

Print Name: Jean M. Werbie-Harris
Notary Public Kenosha County, WI
My Commission expires: 11/5/2014



This document was drafted by:

Jean M. Werbie-Harris, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION #12-35

RESOLUTION RELATING TO THE DISCONTINUANCE OF
115th STREET IN THE KINGS COVE SUBDIVISION
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

The Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, pursuant to Section 66.1003 of the Wisconsin Statutes, may initiate the discontinuance in whole or in part of any road, street, slip, lane or alley by the introduction of a Resolution declaring that the public interest requires it.

WHEREAS, the Village of Pleasant Prairie has initiated the discontinuance 115th Street within the Kings Cove Subdivision, which has been designated as a public right-of-way; and

WHEREAS, the 115th Street roadway was never constructed as a part of the development of the Kings Cove Subdivision and it has been determined through a recent floodplain study that the land within and adjacent to this 115th Street right-of-way is located within the 100-year floodplain; and

WHEREAS, municipal sanitary sewer, water and storm sewer infrastructure were never constructed in said right-of-way; and

WHEREAS, it is unlikely that with the environmental floodplain restrictions on the land within and adjacent to the platted 115th Street right-of-way, that further development would not occur west of the 115th Street right-of-way; and

WHEREAS, the adjacent land abutting the proposed portion of 115th Street to be vacated is owned by the Banks of Wisconsin; and

WHEREAS, the plat of survey and legal description of the public street encompassing the discontinuance is attached in **Exhibit A** to this Resolution; and

WHEREAS, on September 15, 2012 all required property owners were notified via regular mail; and a Class 3 notice was published in the Kenosha News on September 24, October 1 and October 8, 2012; and

WHEREAS, upon vacation of 115th Street, the north half of the vacated street shall be transferred and attached to Tax Parcel Number 93-4-123-303-0104 and the south half shall be transferred and attached to Tax Parcel Number 93-4-123-303-0103 owned by the Banks of Wisconsin.

WHEREAS, the Village of Pleasant Prairie Plan Commission reviewed said request at its October 8, 2012 and recommended approval of said discontinuance; and

WHEREAS, a Public Hearing to consider said discontinuance was held by the Village Board of Trustees on October 15, 2012.

NOW THEREFORE BE IT RESOLVED that 115th Street right-of-way located within the Kings Cove Subdivision as shown and legally described on **Exhibit A**, which has been designated by the Village of Pleasant Prairie as a public right-of-way, shall be discontinued and the Village shall transfer ownership of said property to the adjacent property owner(s) by the recording of this resolution at the Kenosha County Register of Deeds office.

Adopted this 15th day of October 2012.

ATTEST:

VILLAGE OF PLEASANT PRAIRIE


Jane M. Romanowski
Village Clerk

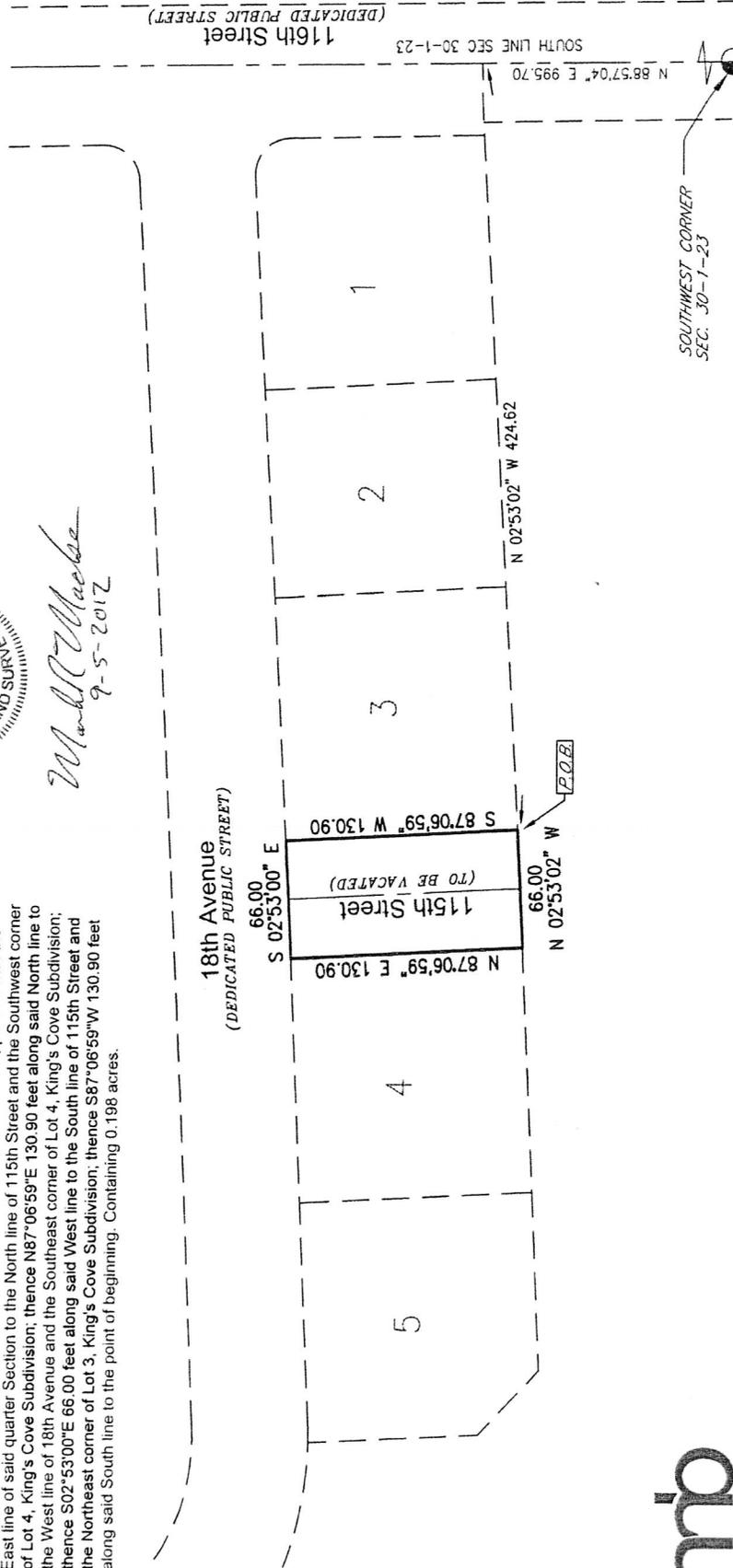

John P. Steinbrink
Village President

VACATION OF 115th STREET, "KING'S COVE SUBDIVISION"

That part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 23 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows: Commence at a point on the South line of said Section 30 located N88°57'04"E 995.70 feet East of the Southwest corner of said 1/4 Section; thence N02°53'02"W 424.62 feet, parallel with the East line of said quarter Section to the South line of 115th Street and the Northwest corner of Lot 3, King's Cove Subdivision, a recorded plat and the point of beginning of this description; continue thence N02°53'02"W 66.00 feet, parallel with the East line of said quarter Section to the North line of 115th Street and the Southwest corner of Lot 4, King's Cove Subdivision; thence N87°06'59"E 130.90 feet along said North line to the West line of 18th Avenue and the Southeast corner of Lot 4, King's Cove Subdivision; thence S02°53'00"E 66.00 feet along said West line to the South line of 115th Street and the Northeast corner of Lot 3, King's Cove Subdivision; thence S87°06'59"W 130.90 feet along said South line to the point of beginning. Containing 0.198 acres.



Mark R. Madsen
9-5-2012



Scale: 1" = 60'
Drawn By: SCB
DATE: 4-6-2012
2011.0079.01
115th Street Vacation Exhibit
KING'S COVE SUBDIVISION
Village of Pleasant Prairie, Wisconsin



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 • Facsimile (262) 634-5024 • Website www.nmbssc.net

DRAFT 6 17 2014

GRANT OF STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

This Grant of Easement made this ____ day of _____, 2014 between Thomas Interests, Inc. referred to as the "Owner", and the Village of Pleasant Prairie, Wisconsin, hereinafter referred to as the "Village".

Return Document to:
Village of Pleasant Prairie
Community Development Dept.
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

Tax Parcel Numbers:
93-4-123-303-0103
93-4-123-303-0104
93-4-123-303-0105
and vacated portion of 115th Street

Legal Description: Lots 3, 4, and 5, a part of the Kings Cove Subdivision recorded as Document #1475284 at the Kenosha County Register of Deeds Office and the vacated portion of 115th Street recorded as Document # _____ at the Kenosha County Register of Deeds Office and located in a part of the Northwest One Quarter of U.S. Public land Survey Section 23, Township 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

WITNESSETH

That for and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, the party of the first part (Owner) have this day bargained and sold and by these presents do bargain, sell, convey, transfer and deliver to the party of the second part (Village), its successors and assigns forever Storm Water Drainage, Access and Maintenance Easements (Storm Water Easements), including the perpetual right to enter upon the real estate hereinafter described at any time that the Village may see fit, to construct/maintain, use and repair the drainage way area, storm inlets, storm pipes, ditches, swales and/or trenches for the purpose of conveying storm water including waters associated with the 100-year floodplain across, the real estate hereinafter described, together with the right to excavate and re-grade the drainage way area, swales, ditches and/or trenches for the location of said storm water conveyance system, and the further right to remove any trees, brush, plants, etc. located within Storm Water Easements, and any other above ground or below ground obstructions interfering with the location, construction, use and maintenance of said storm water drainage and floodway conveyance system.

This Stormwater Drainage Easements are hereby dedicated, given, granted and conveyed by the Owner to the Village for storm water drainage system improvements, storm water conveyance, 100-year floodplain conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance

activities. There shall be a Restrictive Covenant over the Storm Water Easement areas, which prohibits the filling of the Storm Water Easements, the construction or movement of any structures or impediments including but not limited to garages, sheds, decks, steps, patios, driveways, pools, play equipment, gardens, fences or firewood within the Storm Water Easements, and the storage of personal belongings or equipment of any type within the Storm Water Easements, which might interfere with the function and maintenance of the Storm Water Easements.

The Owner shall have the obligation and responsibility for bush or tree removal needed for the storm water drainage function and improvements; the grading, seeding or sodding, maintaining erosion control methods to protect the drainage areas; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; and mowing and weeding to prevent nuisance conditions within the Storm Water Easements. The Storm Water Easements shall be exclusive except for: (1) such other Dedicated Utility Easements as may be given to the utility communication companies with respect to the area occupied by the Storm Water Drainage Easements along the side or rear property lines; (2) such other Tree Preservation and Protection, Access and Maintenance Easements given to the Village or Homeowner's Association for the protection and preservation of trees; and (3) such use, planting, care and maintenance responsibilities of the Storm Water Easements as mentioned in this paragraph which is required by the Owner of the respective properties on which such Storm Water Easements are located and as will not interfere with the improvements, uses and purposes of the Storm Water Easements. In the event of any conflict between the rights of the Village pursuant to the Storm Water Easements and the rights of other persons or entities with respect to the area of such Storm Water Easements or any part thereof, the Village's rights under this Storm Water Easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these Storm Water Easements, the Village shall have no responsibilities or financial obligation to do anything pursuant to its rights under these Easements.

Any such, storm water drainage construction or maintenance activities that may be performed within the Storm Water Easements by the Village shall be assessed to and payable by the Owner of the respective lot(s) as a special charge pursuant to Section 66.0627 of the Wisconsin Statutes, and as may be amended from time to time.

The attached **Exhibit 1** identifies the Storm Water Easement areas as surveyed by a Wisconsin Registered Land Surveyor. An as-built Grading Plan shall be prepared by the Owner and submitted to the Village which verifies that the Storm Water Drainage improvements within the designated easements were constructed per the Village approved Grading Plans dated April 11, 2014 that are on file with the Village Engineering Department. The Village will inspect the storm water drainage improvements made or constructed within its Storm Water Easement upon its completion to insure that the storm water drainage improvements were constructed in accordance with the approved Grading Plans and the Village standards and conditions. The Village reserves the right to refuse the acceptance of any improvements that have not been constructed pursuant to the approved Plans or to the Village's satisfaction and standards.

The Owner shall indemnify, defend, and hold harmless the Village of Pleasant Prairie, its employees and consultants from and against any and all claims, actions, damages, liability, demands, costs and expenses, including reasonable attorney's fees, that arises from or are in connection with the Village's review or inspection of the Storm Water Easement areas and related drainage improvements on the referenced properties.

The real estate properties affected by the grant of these permanent Storm Water Easements are located in the Village of Pleasant Prairie, County of Kenosha, and State of Wisconsin as shown on **Exhibit 1** as attached to this Storm Water Easement.

The Owner, his successors, successors and assigns, or successors in title do hereby covenant with the Village, its successors and assigns forever, that the Owner has lawfully seized and possessed of the real estate above described, and that the Owner has a good and lawful right to convey it or any part thereof, and this it is free from all encumbrances.

IN WITNESS WHEREOF, the Village and the Owner have hereunto set forth their hands on this ____ day of _____, 2014.

**THOMAS INTERESTS, INC.
(OWNER OF LOTS 3, 4, 5 AND THE VACATED PORTION OF 115TH STREET)**

Print Name: Gary Thomas
Print Title: _____

ACKNOWLEDGMENT
STATE OF WISCONSIN) SS
KENOSHA COUNTY)

This instrument was signed and sworn before me in _____,
Wisconsin, on _____, 2014, by _____, duly
authorized _____ for Thomas Interests, Inc.

Print Name: _____
Notary Public, Kenosha County, WI
Expiration date: _____

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

This document was drafted by:
Jean Werbie-Harris, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

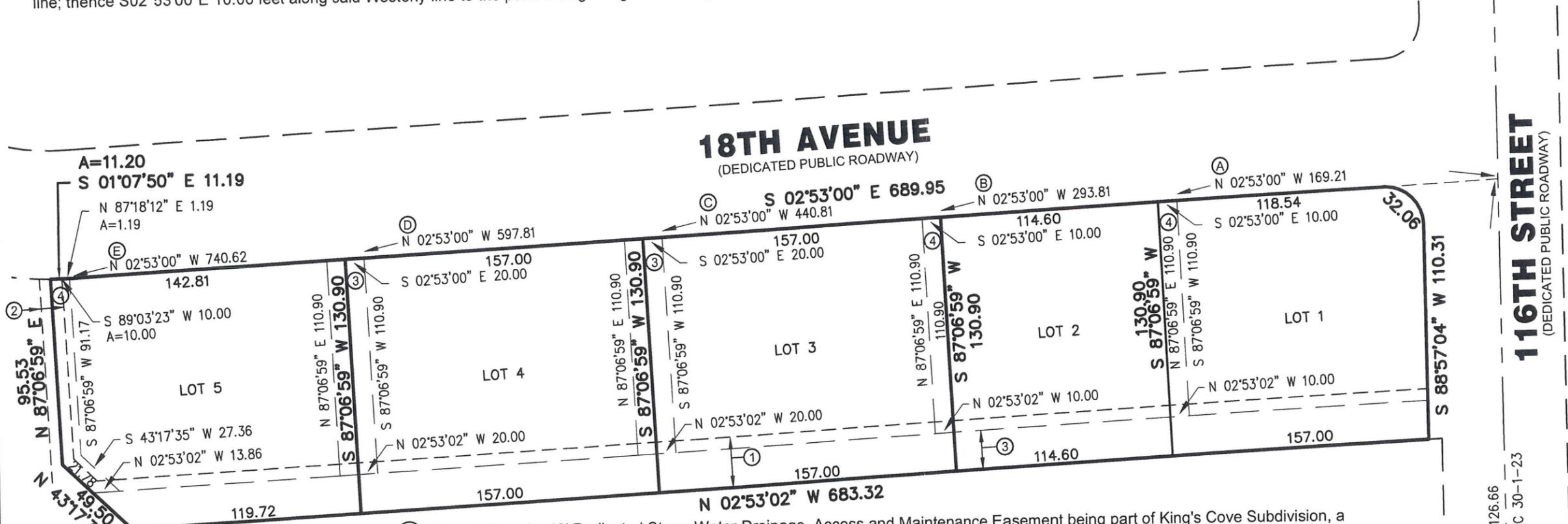
6/17/2014 Draft
Dev/Res/KingsCove/2012-2013PlatAmendment/KinsCoveLots345StormWaterEasement

(A) Description of a 10' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence S02°53'00"W 169.21 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 10.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 10.00 feet along said Westerly line to the point of beginning. Containing 1,109 sq.ft.

(B) Description of a 10' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 293.81 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 10.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 10.00 feet along said Westerly line to the point of beginning. Containing 1,109 sq.ft.

(C) Description of a 20' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 440.81 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 20.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 20.00 feet along said Westerly line to the point of beginning. Containing 2,218 sq.ft.

(D) Description of a 20' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 597.81 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 20.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 20.00 feet along said Westerly line to the point of beginning. Containing 2,218 sq.ft.



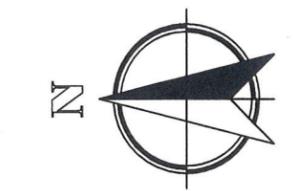
(E) Description of a 10' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 740.62 feet along the Westerly line of 18th Avenue to a point on a curve of Westerly convexity, whose radius is 183.00 feet and whose chord bears N87°18'12"E 1.19 feet; thence Northerly 1.19 feet along the arc of said curve and said Westerly line to the point of beginning of this description; run thence S87°06'59"W 91.17 feet; thence S43°17'35"W 27.36 feet; thence N02°53'02"W 13.86 feet; thence N43°17'35"E 21.78 feet; thence N87°06'59"E 95.53 feet to said Westerly line and a point on a curve of Westerly convexity, whose radius is 183.00 feet and whose chord bears S89°03'23"W 10.00 feet; thence Southerly 10.00 feet along the arc of said curve and said Westerly line to the point of beginning. Containing 1,179 sq.ft.

Easement Descriptions

- ① 26' DEDICATED UTILITY EASEMENT
- ② 12' DEDICATED UTILITY EASEMENT
- ③ 20' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT
- ④ 10' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT

Notes

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.



Scale: 1" = 50'
 Drawn By: ICB SCB
 DATE: 4-11-2014
 2011.0079.02

LOTS 1, 3, 4 and 5 of KING'S COVE SUBDIVISION
 Village of Pleasant Prairie, Wisconsin



Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors

1458 Horizon Boulevard, Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

VILLAGE BOARD RESOLUTION #14-26

VILLAGE ACCEPTANCE OF A PORTION OF PHASE 1 AND 2 REQUIRED PUBLIC IMPROVEMENTS INCLUDING: PUBLIC STREET IMPROVEMENTS, PUBLIC WATER SYSTEM IMPROVEMENTS, PUBLIC SANITARY SEWER SYSTEM IMPROVEMENTS, AND PUBLIC STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS FOR THE KINGS COVE SUBDIVISION, PLEASANT PRAIRIE, WISCONSIN

Legal Description:

Lots 1 through 12 and Outlots 1, 2 and 3 of the Kings Cove Subdivision, located in a part of the Southwest ¼ of the Southwest ¼ of U.S. Public Land Survey Section 30, Township 1 North, Range 23 East in Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Numbers 93-4-123-303-0101 through 93-4-123-303-0115;

WHEREAS, pursuant to the Development Agreement executed between the Village of Pleasant Prairie and Kings Cove, LLC on April 6, 2006, Kings Cove, LLC as the Owner and the Developer unconditionally dedicated, granted and conveyed, to the Village of Pleasant Prairie, the 18th Avenue public right-of-way and 115th Street (115th Street has since been vacated by the Village Board of Trustees) affecting the referenced property and certain areas included in the Development, as legally described above, for public streets and curbs and gutters; public sanitary sewer system improvements; public water system improvements; public storm sewer system improvements; public drainage ways and public drainage system improvements and for maintenance and access purposes, which dedications are shown and described on the approved and recorded Final Plat for the Kings Cove Subdivision, which is incorporated as a part of the Development Agreement; and

WHEREAS, Kings Cove, LLC constructed, installed, and completed Phase 1 and 2 of the Required Public Improvements as evidenced by the completion of the Village's field inspections and conditional approvals thereof and by the issuance of the Village's Letter of Substantial Completion for the first phase of public improvements construction; and

WHEREAS, Kings Cove irrevocably and unconditionally dedicated, granted and conveyed to the Village all Phase 1 and 2 Public Street Improvements as evidenced by the Village's field inspections, conditional approvals, warranty period expiration and by the issuance of the Village's Letter of Substantial Completion subject to inspection of visible street conditions and subsequent discovery of any remedial repairs required after removal of the asphalt per the Village Engineer, that require maintenance and repair of binder and curb and gutter prior to Phase 3 Improvements being completed by Thomas Interests, Inc.; and

WHEREAS, Kings Cove, LLC irrevocably and unconditionally dedicated, granted, and granted and conveyed to the Village all Required Phase 1 Public Water System Improvements as evidenced by the Village's field inspections, conditional approvals, warranty period expiration and by the issuance of the Village's Letter of Substantial Completion subject to abandoning and capping existing water stubs due to the Plat Amendment resulting from the vacation of 115th Street by Thomas Interests, Inc.; and

WHEREAS, Kings Cove, LLC irrevocably and unconditionally dedicated, granted and conveyed to the Village all Required Public Sanitary Sewer System Improvements as evidenced by the Village's field inspections, conditional approvals, warranty period expiration and by the issuance of the Village's Letter of Substantial Completion subject to completing of repairs of any defects form final televising and abandoning and capping the sewer extensions due to the Plat Amendment resulting from the vacation of 115th Street by Thomas Interests, Inc.; and

WHEREAS, Kings Cove, LLC irrevocably and unconditionally dedicated, granted and conveyed to the Village all Required Public Storm Sewer and Drainage System Improvements evidenced by the Village's field inspections, conditional approvals, warranty period expiration and by the issuance of the Village's Letter of Substantial Completion subject to completing repairs of any defects as determined from final Village storm sewer televising; completing grading modifications for Lots 3, 4, and 5; and completing as-built topographic surveys of Lots 3, 4 and 5 per the Plat Amendment and Village approved Grading Plan Amendments by Thomas Interests, Inc.; and

WHEREAS, Kings Cove, LLC irrevocably and unconditionally dedicated, granted and conveyed to the Village the Public Street Lights; Public Street Signs and Survey Monuments installed, as evidenced by the Village's field inspections, conditional approvals, warranty expirations and by the issuance of the Village's Letter of Substantial Completion; and

WHEREAS, Kings Cove, LLC had provided to the Village, the appropriate contractor and subcontractor lien waivers with respect to all work or materials supplied in connection with each class of Phase 1 and Phase 2 Required Public Improvements referenced in this Resolution; and

WHEREAS, the Phase 1 and Phase 2 Required Public Improvements for the Kings Cove Subdivision were unconditionally dedicated, granted and conveyed to the Village, its successors and assigns forever from Kings Cove, LLC, free of charge to the Village, and free and clear of any encumbrances whatsoever. All dedications to the Village of the Phase 1 and Phase 2 Required Public Improvements provided for in this Resolution shall include streets, structures, mains, conduits, pipes, valves, lines, street lights, street signs, monuments and other appurtenances which may in any way be a part of or pertain to such improvements, together with any and all necessary easements for access thereto.

NOW THEREFORE, on this **2nd day of September, 2014** the Village of Pleasant Prairie Board of Trustees hereby accepts each such dedication only in accordance with the applicable provisions of the Village's Land Division and Development Control Ordinance regarding acceptance of dedications of the Required Phase 1 and 2 Public Improvements and subject to the conditions of acceptance as set forth herein. After the adoption by the Village Board of this Resolution formally

Village Board Resolution of Acceptance
Kings Cove Subdivision

accepting the dedication of the Required Public Improvements, the Village shall have the duty and right to maintain the accepted improvements only to the extent as described herein and shall have the right to connect to or to integrate with such improvements or facilities. Thomas Interests, Inc. shall have the financial obligation to complete the aforementioned televising; sanitary sewer main, storm sewer and water main maintenance repairs; grading improvements and topographic field surveys; street tree installation; and street improvements, all subject to the Village Engineer's inspection of visible street conditions and subsequent discovery of any remedial repairs required after removal of the asphalt that require maintenance and repair of binder asphalt and curb and gutter prior to Phase 3 Improvements being completed.

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski, CMC
Village Clerk



MEMORANDUM

TO: VILLAGE BOARD OF TRUSTEES

**FROM: JOHN P. STEINBRINK SR.
VILLAGE PRESIDENT**

DATE: AUGUST 26, 2014

RE: PLAN COMMISSION APPOINTMENT

I recommend the following appointment to the Plan Commission:

Debra Skarda (Alternate #2)

Term- May 1, 2015

This seat was previously held by Andrea Rode
who resigned – Debra will fulfill the remaining term

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS**

Period Ending: August 26, 2014

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify the following persons have applied for bartender licenses and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code**. I recommend approval of the applications for each person as follows:

NAME OF APPLICANT

LICENSE TERM

- | | |
|--------------------------|--------------------|
| 1. Gisella N. Caracciolo | thru June 30, 2016 |
| 2. Nicholas J. Marchal | thru June 30, 2016 |
| 3. Michelle L. Walker | thru June 30, 2016 |

Jane M. Romanowski
Village Clerk