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Agreement for Improvements  
Whisper Ridge North II Development  
Document Title

Document Number

646206

DUNN COUNTY, WI  
REGISTER OF DEEDS  
HEATHER M. KUHN

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REC FEE: 30.00  
PAGES: 38

Recording Area

Name and Return Address

Bill Albright  
7663 161<sup>st</sup> St  
Chippewa Falls, WI 54729

Parcel Identification Number (PIN)

Lots 68-87 and Outlots 4 and 5  
of Whisper Ridge North II.

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.  
WRDA Rev. 12/22/2010

**AGREEMENT FOR IMPROVEMENTS  
WHISPER RIDGE NORTH II DEVELOPMENT**

THIS AGREEMENT FOR IMPROVEMENTS (this "Agreement"), made and entered into this 8<sup>th</sup> day of September, 2020, by and between Whisper Ridge Townhomes, LLC, a Wisconsin limited liability company (the "Developer"), and the City of Menomonie, a Wisconsin municipal corporation (the "City").

RECITALS

**WHEREAS**, The Developer is the fee simple owner of the real estate located within the City (the "Property"), described more in full on Attachment 1, attached hereto and incorporated herein by this reference;

**WHEREAS**, The Developer desires to develop the Property for the following purposes: A subdivision plat (the "Plat") consisting of the construction of twenty (20) lots for ten (10) twin homes (the "Project");

**WHEREAS**, The City seeks to protect the health, safety, and general welfare of the community by requiring the completion of various improvements in the Plat in accordance with the requirements of the City Code of the City of Menomonie;

**WHEREAS**, The applicable provisions of the City Code require, among other things, that provisions be made for the grading of public and private lands, erosion and storm water runoff control, and street improvements required to serve the Plat;

**WHEREAS**, The purpose of this Agreement includes, but is not limited to, the avoidance or harmful consequences of land development prior to satisfactory completion of improvements or prior to the payment of improvements costs;

**WHEREAS**, The City will be injured in the event of the Developer's failure to fully and completely perform the requirements of this Agreement, even if construction has not yet been commenced. Accordingly, the parties agree that the City may enforce the terms and provisions of the Agreement even if construction has not begun;

**WHEREAS**, The Developer agrees to develop the Property in accordance with this Agreement, the Preliminary Plat and Final Plat as submitted and approved by the Common Council, and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances; specifically including application for the issuance of building permits by the City in accordance with existing regulatory standards and if needed, Wisconsin Department of Natural Resources approval a wetland delineation study;

**WHEREAS**, It is the intention of the parties that this Agreement specifically approves the terms and conditions governing the Preliminary Plat submitted and approved by the City Plan Commission on May 26, 2020 and the Final Plat approved by the Common Council on September 8, 2020, as shown on Attachment 1;

**NOW, THEREFORE,** in consideration of the foregoing recitals and definitions which are hereby incorporated into this Agreement and of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Property.** The Developer is undertaking the Project with the construction of a new residential Plat in the City at the Property described on Attachment 1.
2. **Improvements.**
  - a. As a part of the Project, the Developer will install and construct, at its own expense, certain improvements to be dedicated to the public. The improvements include: street construction including grading, subbase, aggregate base, asphaltic concrete pavement, curb and gutter, sidewalk, storm sewer, storm water treatment facilities, and necessary appurtenances in the Whisper Ridge North II Plat (collectively the "Improvements"). These Improvements are more specifically described in Attachment 2 attached hereto and incorporated herein by this reference.
  - b. The Director of Public Works (all future references to Director of Public Works shall also include the right to designate entities and/or individuals to act in the Director of Public Works' place) shall review and approve all construction plans and specifications for the Improvements prior to commencement of the work.
  - c. The Developer's obligation to complete the Improvements described in this Paragraph 2 shall not be conditioned on the commencement of construction on the Project or sale of any lots or improvements within the Plat.
3. **Erosion.** The Developer shall maintain, per City Code, all steep slopes on the Property to avoid erosion. Any such erosion shall be repaired within thirty (30) days of receiving written notice from the City of such erosion.
4. **Contractors.**
  - a. The Developer agrees to engage qualified contractors/subcontractors who approved in writing by the Director of Public Works for all construction of the Improvements who shall perform such work to the standards of the City and who shall comply with every requirement of the City Code in performing such work.
  - b. The contractors or subcontractors approval by the Director of Public Works shall not be unreasonably withheld and shall be based upon the contractors/subcontractors demonstrating to the Director of Public Works that they are qualified to complete construction of the Project in accordance with

the above referenced standards.

5. **Developer Donation.** Developer shall donate Outlot 4 of Whisper Ridge North II to the City for parkland dedication.
6. **Street Lights.** The Developer, at its sole expense, agrees to contract with Xcel Energy for the installation of street lights for the Improvements, with locations being approved in writing by the Director of Public Works. All public and private lighting on the Project and the Improvements will be downlit/cut-off lighting (horizontal) and shall comply with the lighting plan established in the Plat.
7. **Commencement.** The Developer shall, not less than seven (7) calendar days prior to any commencement of work on the Improvements, furnish the Director of Public Works with the names of all contractors that will construct the Improvements and their subcontractors; the classification of the work the contractors and subcontractors will perform; proposed dates for commencement of work; and a schedule for the work.
  - a. The Developer agrees that no construction work shall be scheduled for the Improvements without the Director of Public Works' approval of the starting date and schedule. This schedule shall be attached to this Agreement as Attachment 3 and incorporated herein as if fully set forth. No work shall commence on the Property until all parties have signed this Agreement, all Attachments have been attached, and an approved letter of credit and insurance certificate (as provided herein) is on file with the City.
  - b. The Developer agrees to conduct a preconstruction conference prior to any construction activity, including grading work. The Director of Public Works and representatives of the City shall attend this conference. The Developer will be responsible for scheduling and conducting this conference. Construction observation will be provided for any construction work by an individual or entity ("Construction Inspector"). The Developer shall choose the Construction Inspector with approval by the Director of public Works. The Construction Inspector shall certify such Improvements as being in compliance with the standards and specifications of the City and provide written certification to the City.
  - c. The City shall inspect the Improvements as they are completed and, if the same are acceptable to the City staff and/or City Engineer, shall be brought before the Common Council to accept such Improvements. The Developer shall reimburse City for fees of Director of Public Works, and/or City Engineer incurred in any such observation work.
  - d. The Developer further agrees that the dedication of Improvements and the required public improvements will not be accepted by the City until all of the

following have occurred as to each Improvement for which Developer seeks acceptance by City:

- i. The Improvements have been inspected and approved by the Construction Inspector in writing;
- ii. All outstanding City-incurred costs, including engineering and inspection charges, have been paid in full; and
- iii. As-builts in AutoCAD digital format and hard copy have been submitted to the City and reviewed and approved in writing by the City.

Improvements, assuming the standards and specifications of the City are satisfied, shall be submitted for Common Council approval of the dedication no later than thirty (30) days from the request of the Developer to so dedicate.

- e. Developer shall provide affidavits and/or lien waivers to the City indicating the Contractor, all subcontractors, and all suppliers of materials for the work have been paid in full for all work and materials furnished under this Agreement. These affidavits and/or lien waivers are to be provided at least fourteen (14) days before the City will consider any reduction of the letter of credit, as provided in Paragraph 9 of this Agreement.
- f. At Developer's sole cost and expense, Developer agrees to provide for maintenance and repair of all required Improvements until such Improvements are formally accepted by the City by Resolution of the Common Council.
- g. The City will provide timely written notice to the Developer whenever an inspection reveals that an Improvement does not conform to the standards and specifications shown on Attachment 2 or is otherwise defective. The Developer shall have thirty (30) days from the issuance of such notice to correct or substantially correct the defect. The City shall not declare a default under this Agreement during the thirty (30) day correction period on account of any such defect unless the Developer provides written notice it does not intend to correct the defect or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.
- h. All work on the Improvements will be completed by June 30, 2021 in accordance with the schedule in Attachment 3. Furthermore, all work shall be completed in accordance with the approved construction schedule as submitted and approved by the City.
- i. Developer may proceed with building construction, following receipt of all required permits, prior to City acceptance of the Improvements.

8. **City Costs.** The Developer shall reimburse the City for its actual cost of inspection, testing, and associated legal fees for the Improvements. The City's costs shall be determined as follows:
- a. The cost of City employees' time engaged in any way with the project based on the hourly rate paid to the employee multiplied by a factor determined by the City representing the City's cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation and similar benefits.
  - b. The cost of City equipment employed.
  - c. The cost of mileage reimbursed to City employees.
  - d. All consultant fees, including legal and engineering, associated with the project, including, without limitation, costs incurred for construction observation, inspection, and coordination of installation of infrastructure and utilities. Any such fees or costs shall be billed at the invoiced amount plus any applicable administrative costs.
  - e. A sum of One Thousand and 00/100 Dollars (\$1,000.00) shall be deposited with the City, at the time of signing this Agreement, as an initial payment to partially cover costs.
  - f. The City shall draw against such deposit for payment of all administrative, engineering, legal and other costs incurred by the City. If at any time the deposit shall be insufficient to reimburse the City for its expenses, the Developer shall deposit additional security within fifteen (15) days of written notice from the City.
  - g. After completion of construction of any Improvement and acceptance by City, the actual costs shall be totaled and if any amounts of the deposit remain it shall be remitted to the Developer.
  - h. City shall not issue Occupancy Permits until such time as Developer has all approvals and paid all fees.

9. **Letter of Credit.**

- a. The Developer agrees to furnish the City, on or before the preconstruction conference, with surety in the form of an irrevocable letter of credit in the minimum amount of One Hundred Ten percent (110%) of the cost of the Improvements referred to in Paragraph 2 of this Agreement as estimated by Developer and approved by the City to secure performance of this Agreement as described in Attachment 3. The amount of the letter of credit shall be One Hundred Fifty Thousand Five Hundred and 00/100 Dollars (\$150,500.00). The form of the letter of credit shall be approved by the City Attorney and

shall be in full force and effect prior to commencement of construction of the Improvements. Reductions on the letter of credit may be made at the discretion of the City upon receipt of a written request, receipt of a warranty of workmanship and material, and affidavits and/or lien waivers to the City indicating that the contractor, all subcontractors, and all suppliers of materials for the work have been paid in full for all work and materials furnished under this Agreement.

- b. The letter(s) of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; (ii) an affidavit executed by an authorized City official stating that the Developer is in default under this Agreement; and (iii) the original of the letter of credit.
- c. As work progresses on installation of Improvements constructed as part of the Agreement, the Director of Public Works, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of the letter of credit. When portions of construction (street, trail/sidewalk, storm sewer or other improvements) are completed by the Developer, and determined to be acceptable by the Director of Public Works, and all documentation required herein (with the exception of lien waivers as specified herein) has been submitted to the Director of Public Works, the City shall reduce the letter of credit. Lien waivers from all contractors paid for the approved work shall be submitted to the City.
- d. The City shall release the letter of credit within thirty (30) days after acceptance by the City of all Improvements.

#### **10. Guarantee of the Work.**

- a. The Developer agrees to guarantee and warrant against defects in workmanship or materials all work, including the Improvements, performed under this Agreement for a period of one (1) year from the date of final acceptance by the City of the Improvements (the "Guarantee Period"). If any defect should appear during the Guarantee Period, the Developer agrees to make required replacement or acceptable repairs of the defective work at Developer's expense. This expense includes total and complete restoration of any disturbed surface or component of the Improvement to the standard provided in the plans and specifications contained in this Agreement. All guarantees or warranties for materials or workmanship which extend beyond the Guarantee Period shall be assigned by the Developer to the City, as beneficiary.

## 11. Supplemental Conditions.

- a. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Nor does the City warrant, by this Agreement, that the Developer is entitled to any required approvals.
- b. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. Nor shall City's failure to pursue any default under this Agreement be deemed a waiver of any subsequent default or other defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement(s).
- c. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the City and the Developer.
- d. Default. A default is defined as a parties breach of, or failure to comply with, the terms of this Agreement. Upon the occurrence of an event of default by the Developer, the City reserves to itself the right to draw on a letter of credit or other surety provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction in the approved final plan and prohibiting the transfer or sale of lots, or not issuing building or occupancy permits.
- e. Entire Agreement. This written Agreement, any written amendments, and any referenced attachments shall constitute the entire Agreement between the Developer and the City.
- f. Attorney's Fees. If a party is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party shall be entitled to costs including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.
- g. Time. For the purpose of computing the commencement, abandonment and completion periods for the Project, and time periods for City action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or City from performing his/her/their obligations under the Agreement.
- h. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or



- n. Consent Not to be Unreasonably Withheld. Whenever in this Agreement it is provided that an action may not proceed or be carried out without the consent of the City, such consent shall not be unreasonably withheld.
- o. Effective Date. This Agreement shall be effective as of the date and first year written above.
- p. Counter-parts. This Agreement may be executed in counter-parts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page to follow]

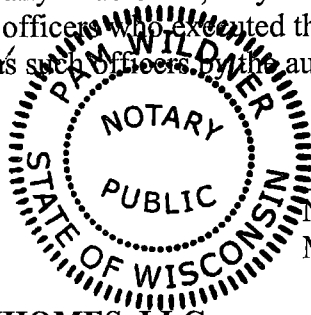
CITY OF MENOMONIE

Randy Knaack  
By: Randy Knaack, Mayor

Cally Lauersdorf  
By: Cally Lauersdorf, City Clerk

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF DUNN )

Personally came before me this 10<sup>th</sup> day of Sept., 2020, the above-named Randy Knaack, Mayor and Cally Lauersdorf, City Clerk, of the City of Menomonie, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the authority of the City of Menomonie.



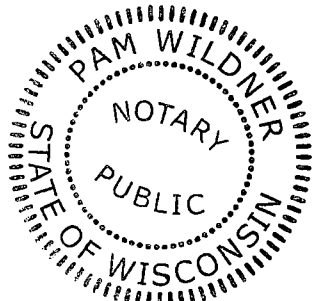
Pam Wildner  
Notary Public, State of Wisconsin  
My Commission Expires: 7-12-21

WHISPER RIDGE TOWNHOMES, LLC

William Lyle Albright  
By: Manya Membe  
Its:

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF Dunn )

Personally came before me this 6<sup>th</sup> day of October, 2020, the above-named William Lyle Albright of Whisper Ridge Townhomes, LLC., to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as such officer by the authority of Whisper Ridge Townhomes, LLC.



Pam Wildner  
Notary Public, State of Wisconsin  
My Commission Expires: 7-12-21

**ATTACHMENT 1**

[Attached]

Approved Preliminary Plat and  
Final Plat

PARCEL TABLE	LOT NO.	AREA (SQ.FT.)
	68	15,098
	69	10,124
	70	9,043
	71	11,751
	72	11,622
	73	11,442
	74	9,284
	75	8,700
	76	8,338
	77	11,669
	78	8,020
	79	8,211
	80	8,278
	81	8,813
	82	10,180
	83	11,551
	84	12,914
	85	14,288
	86	10,270
	87	11,421

**LANDOWNERS/SUBDIVIDERS:**

- WHISPER RIDGE TOWNHOMES, LLC  
C/O REAL LAND SURVEYING  
1360 INTERNATIONAL DR.  
EAU CLAIRE, WI 54701

**APPROVING AUTHORITIES:**

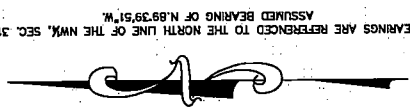
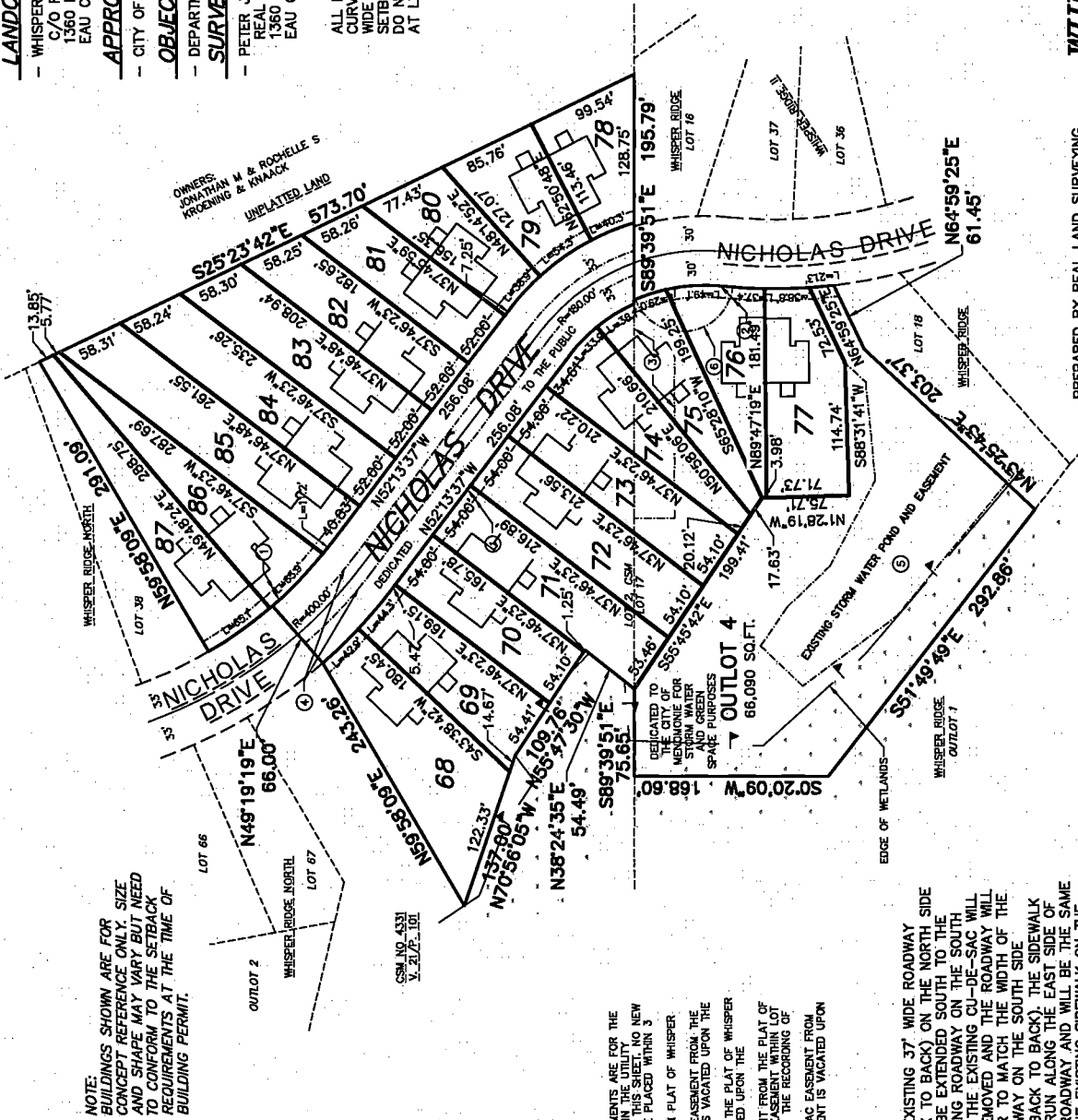
- CITY OF MENOMONIE

**OBJECTING AUTHORITIES:**

- DEPARTMENT OF ADMINISTRATION  
SURVEYOR

- PETER J. GARTMANN R.L.S. No. 2279  
REAL LAND SURVEYING  
1360 INTERNATIONAL DRIVE  
EAU CLAIRE, WISCONSIN 54701

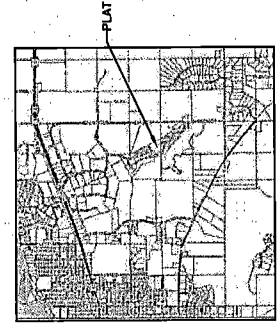
ALL LOTS THAT FRONT ON A CURVE ARE AT LEAST 50 FEET WIDE AT THE FRONT BUILDING SETBACK LINE. ALL LOTS THAT DO NOT FRONT ON A CURVE ARE AT LEAST 50 FEET WIDE.



SCALE: 1" = 100'

- NOTES:
- UTILITY EASEMENT: UTILITY EASEMENTS ARE FOR THE CITY OF MENOMONIE AND ARE SHOWN ON THIS SHEET. NO NEW UTILITY LINES OR FACILITIES SHALL BE PLACED WITHIN 3 FEET OF ANY LOT CORNER.
  - EXISTING UTILITY EASEMENT FROM PLAT OF WHISPER RIDGE NORTH II SHALL REMAIN.
  - EXISTING CITY SEWER AND WATER EASEMENT FROM THE PLAT OF WHISPER RIDGE NORTH II SHALL REMAIN.
  - EXISTING EASEMENT FROM THE PLAT OF WHISPER RIDGE NORTH II SHALL REMAIN.
  - EXISTING STORM WATER EASEMENT FROM THE PLAT OF WHISPER RIDGE NORTH II SHALL REMAIN.
  - EXISTING TEMPORARY CUL-DE-SAC EASEMENT FROM THE PLAT OF WHISPER RIDGE NORTH II SHALL REMAIN.
  - EXISTING TEMPORARY CUL-DE-SAC EASEMENT FROM THE PLAT OF WHISPER RIDGE NORTH II SHALL REMAIN.

THE EXISTING 37' WIDE ROADWAY (BACK TO BACK) ON THE NORTH SIDE WILL BE EXTENDED SOUTH TO THE EXISTING ROADWAY ON THE SOUTH SIDE. THE EXISTING CUL-DE-SAC WILL BE REMOVED AND THE ROADWAY WILL TAPER TO MATCH THE WIDTH OF THE ROADWAY ON THE SOUTH SIDE (34' BACK TO BACK). THE SIDEWALK WILL RUN ALONG THE EAST SIDE OF THE ROADWAY AND WILL BE THE SAME AS THE EXISTING SIDEWALK ON THE NORTH SIDE OF THIS PLAT

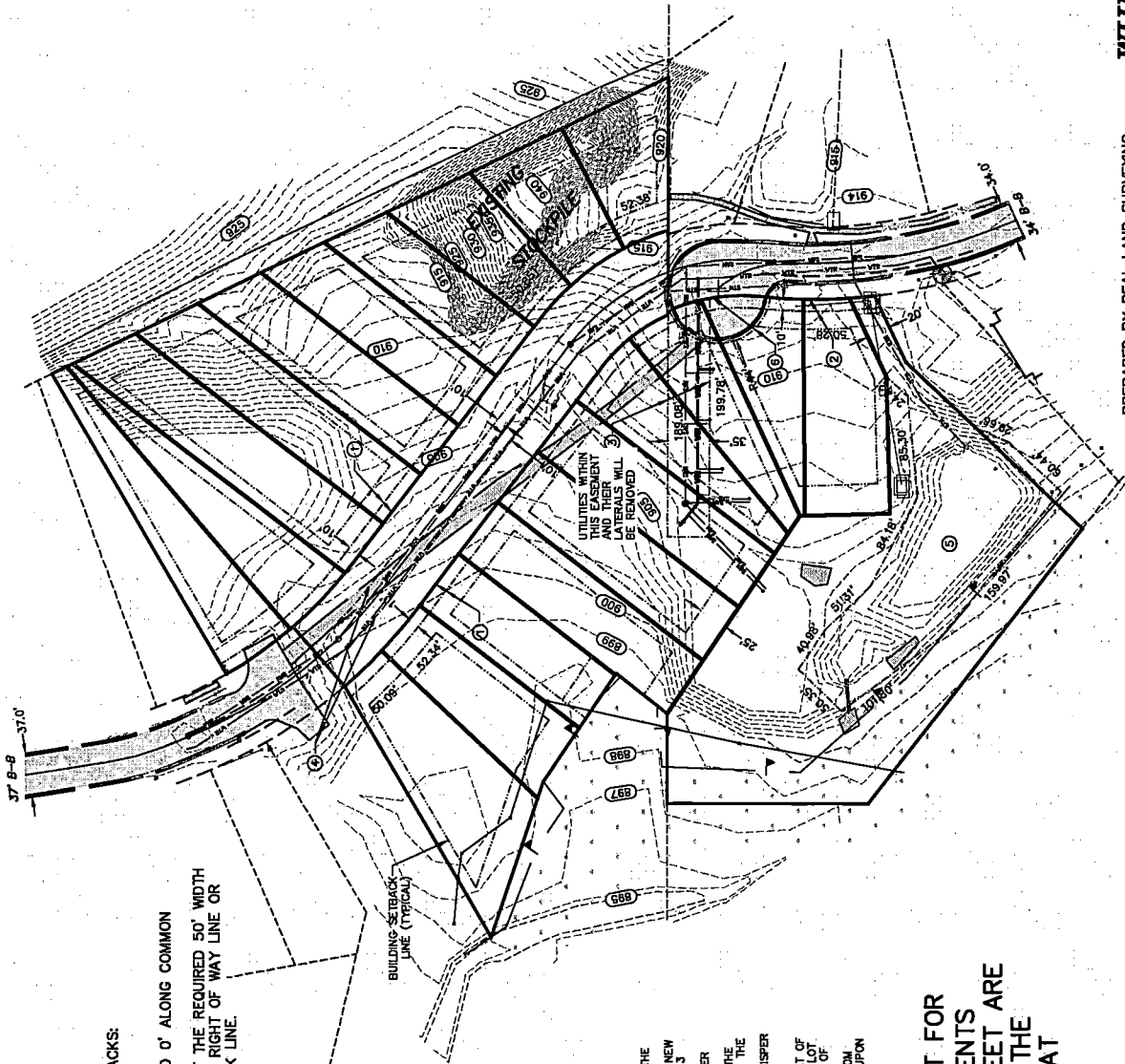


**PRELIMINARY PLAT OF  
WHISPER RIDGE NORTH II  
IN THE SW/4 OF THE SW/4 AND SW/4 OF THE SW/4 SECTION 30,  
AND IN THE NE/4 OF THE NW/4 SECTION 31,  
T28N, R12W,  
CITY OF MENOMONIE, DUNN COUNTY, WISCONSIN SHEET 1 OF 2**

PREPARED BY REAL LAND SURVEYING  
1360 INTERNATIONAL DRIVE  
EAU CLAIRE, WISCONSIN 54701  
(715)514-4116

APRIL 12, 2020

CADD No. 20067 PLAT



**BUILDING SETBACKS:**  
 FRONT - 25'  
 REAR - 25'  
 SIDE - 10' AND 0' ALONG COMMON  
 BUILDING LINE  
 ALL LOTS MEET THE REQUIRED 50' WIDTH  
 EITHER AT THE RIGHT OF WAY LINE OR  
 FRONT SETBACK LINE.

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NW/4, SEC. 31  
 ASSUMED BEARING OF N.89°39'51"W.



- NOTES:**
- 1 - UTILITY EASEMENT: UTILITY EASEMENTS ARE FOR THE USES AND PURPOSES SHOWN ON THIS SHEET. NO NEW UTILITY LINES OR FACILITIES SHALL BE PLACED WITHIN 3 FEET OF ANY LOT CORNER.
  - 2 - EXISTING UTILITY EASEMENT FROM PLAT OF WHISPER RIDGE.
  - 3 - EXISTING CITY SEWER & WATER EASEMENT FROM THE PLAT OF WHISPER RIDGE. EASEMENT IS VACATED UPON THE RECORDING OF THIS PLAT.
  - 4 - EXISTING EASEMENT FROM THE PLAT OF WHISPER RIDGE. EASEMENT IS TERMINATED UPON THE RECORDING OF THIS PLAT.
  - 5 - EXISTING STORM WATER EASEMENT FROM THE PLAT OF WHISPER RIDGE. EASEMENT IS VACATED UPON THE RECORDING OF THIS PLAT.
  - 6 - EXISTING TEMPORARY CUL-DE-SAC EASEMENT FROM THE PLAT OF WHISPER RIDGE. EASEMENT IS VACATED UPON THE RECORDING OF THIS PLAT.

**ALL EASEMENTS EXCEPT FOR THE 10' UTILITY EASEMENTS ADJACENT TO THE STREET ARE TO BE VACATED UPON THE RECORDING OF THIS PLAT**

**PRELIMINARY PLAT OF  
 WHISPER RIDGE NORTH II  
 IN THE SW/4 AND SW/4 OF THE SW/4, SECTION 30,  
 AND IN THE NE/4 OF THE NW/4, SECTION 31,  
 T28N, R122W,  
 CITY OF MENOMONIE, DUNN COUNTY, WISCONSIN**

PREPARED BY REAL LAND SURVEYING  
 1360 INTERNATIONAL DRIVE  
 EAU CLAIRE, WISCONSIN 54701  
 (715)514-4116

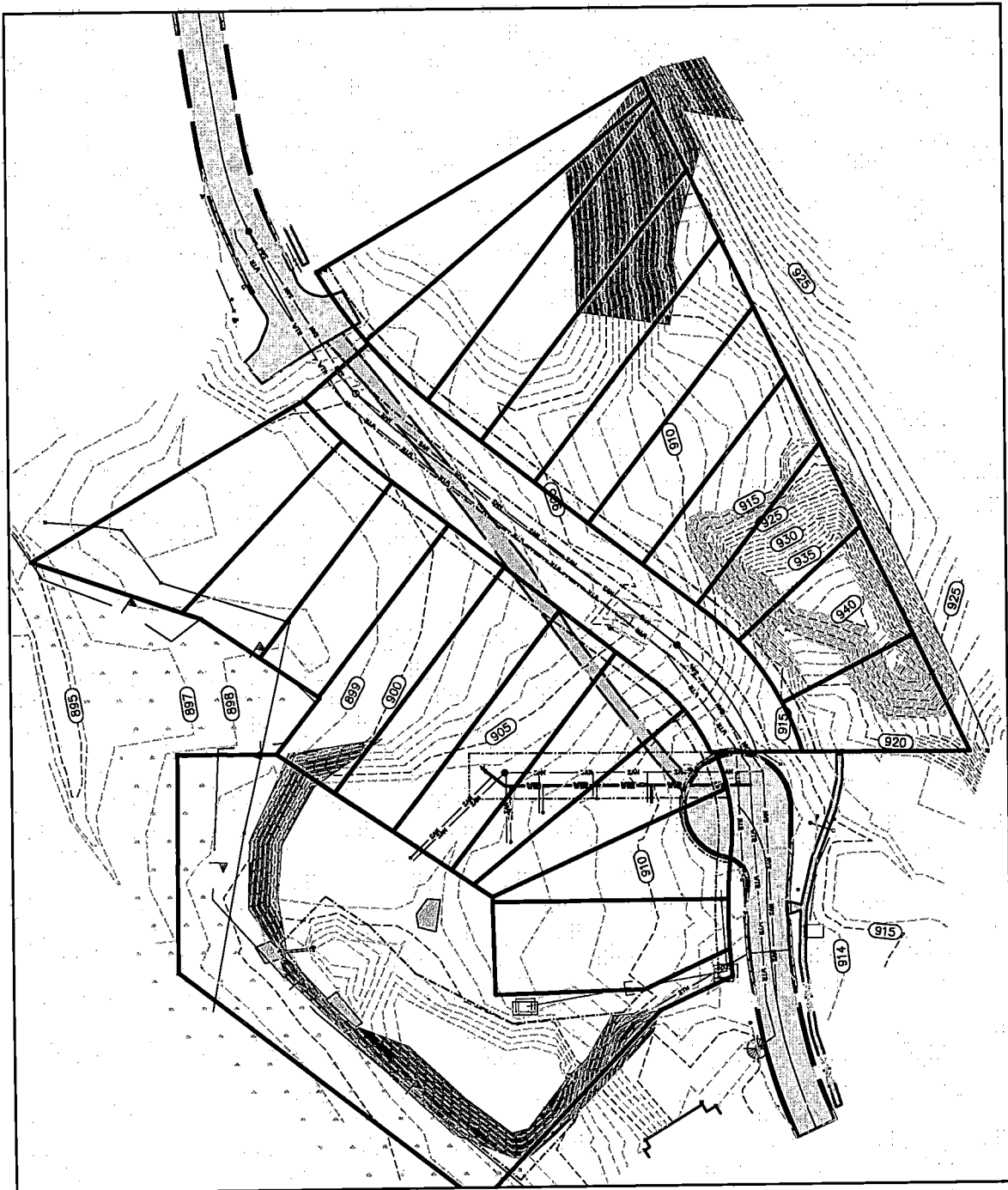
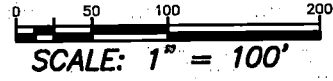
APRIL 12, 2020

CADD No. 20067 PLAT

SKETCH SHOWING 20% SLOPES  
IN THE PRELIMINARY PLAT OF  
WHISPER RIDGE NORTH II



BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NW¼, SEC. 31  
ASSUMED BEARING OF N.89°39'51"W.







**SURVEYORS CERTIFICATE:**  
I, PETER J. GARTMANN, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF WHISPER RIDGE NORTH II, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4-NW1/4), NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4-NW1/4) AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4-NW1/4), SECTION 31, TOWNSHIP 16N, RANGE 12E, COUNTY OF DUNN, WISCONSIN AND BEING LOT 7 OF CERTIFIED SURVEY MAP NUMBER 4331, VOLUME 31, PAGE 101, RECORDED AS DOCUMENT NUMBER 623539 AND LOT 17 AND OUTLOT 1, WHISPER RIDGE NORTH II, RECORDED AS DOCUMENT NUMBER 623539 AND MAPPED SAID PLAT BY THE DIRECTION OF BILL ALBRIGHT, THAT I HAVE SURVEYED, DIVIDED AND MAPPED SAID PLAT BY THE DIRECTION OF BILL ALBRIGHT, SURVEYED AND THE SUBDIVISION THEREOF MADE, THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 238 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF MENOMONEE IN SURVEYING, DIVIDING AND MAPPING THE SAME.

PETER J. GARTMANN, R.L.S. 2279 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

**OWNER'S CERTIFICATE OF DEDICATION:**  
WHISPER RIDGE TOWNHOMES, LLC, AS OWNER, DOES HEREBY CERTIFY THAT IT CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED BY THIS PLAT. IN WITNESS WHEREOF, THIS PLAT IS RECORDED BY S.228.10 OR S.228.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:  
---CITY OF MENOMONEE

---DEPARTMENT OF ADMINISTRATION  
WITNESS THE HAND AND SEAL OF SAID OWNER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

**WILLIAM ALBRIGHT, MEMBER**  
COUNTY OF FAU CLARE SS  
PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, THE ABOVE NAMED WILLIAM ALBRIGHT, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME TO BE HIS OWN FREE ACT AND DEED.

NOTARY PUBLIC  
MY COMMISSION EXPIRES:

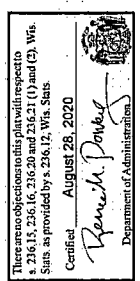
**CERTIFICATE OF COUNTY TREASURER:**  
STATE OF WISCONSIN  
COUNTY OF DUNN SS  
I, DORIS MEYER, BEING THE ACTING AND QUALIFIED TREASURER OF THE COUNTY OF DUNN, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID SPECIAL ASSESSMENTS AS OF \_\_\_\_\_ ON ANY OF THE LANDS INCLUDED IN THE PLAT OF WHISPER RIDGE NORTH II IN THE CITY OF MENOMONEE.  
DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_ DORIS MEYER, COUNTY TREASURER

**CERTIFICATE OF CITY TREASURER:**  
STATE OF WISCONSIN  
COUNTY OF DUNN SS  
I, SUSAN HAWKSON, BEING THE DULY APPOINTED, ACTING AND QUALIFIED TREASURER OF THE CITY OF MENOMONEE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF \_\_\_\_\_ ON ANY OF THE LANDS INCLUDED IN THE PLAT OF WHISPER RIDGE NORTH II IN THE CITY OF MENOMONEE.  
DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_ SUSAN HAWKSON, CITY TREASURER

**COMMON COUNCIL RESOLUTION:**  
RESOLVED, THAT THE PLAT OF WHISPER RIDGE NORTH II IN THE CITY OF MENOMONEE, IS HEREBY APPROVED BY THE COMMON COUNCIL.  
APPROVED: (DATE) \_\_\_\_\_ AND SIGNED: \_\_\_\_\_  
I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL, CITY OF MENOMONEE.

**DALLY LAUERSDORF, CITY CLERK**  
BY APPROVAL OF THIS PLAT, THE CITY OF MENOMONEE HEREBY RELEASES ITS RIGHTS TO THE SEWER AND WATER EASEMENT, TEMPORARY CUL-DE-SAC AND THAT PART OF THE STORM WATER EASEMENT ALL LOCATED IN LOT 17, WHISPER RIDGE, THE CITY OF MENOMONEE ALSO RELEASES ITS RIGHTS TO A STORM WATER EASEMENT LOCATED IN LOT 17, WHISPER RIDGE, THE CITY OF MENOMONEE ALSO RELEASES ITS RIGHTS TO A STORM WATER EASEMENT LOCATED IN OUTLOT 1, WHISPER RIDGE ADJACENT TO LOT 27 OF SAID WHISPER RIDGE.  
IN WITNESS WHEREOF, THE SAID CITY OF MENOMONEE HAS CAUSED THESE PRESENTS TO BE SIGNED BY RANDY KWACK, MAYOR, \_\_\_\_\_ WISCONSIN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**DALLY LAUERSDORF, CITY CLERK**  
**RANDY KWACK, MAYOR**



PREPARED BY REAL LAND SURVEYING  
FAU CLARE, WISCONSIN 54701  
(715) 814-1118  
REVISED 5-24-2020  
GDS No. 2067 PLAT

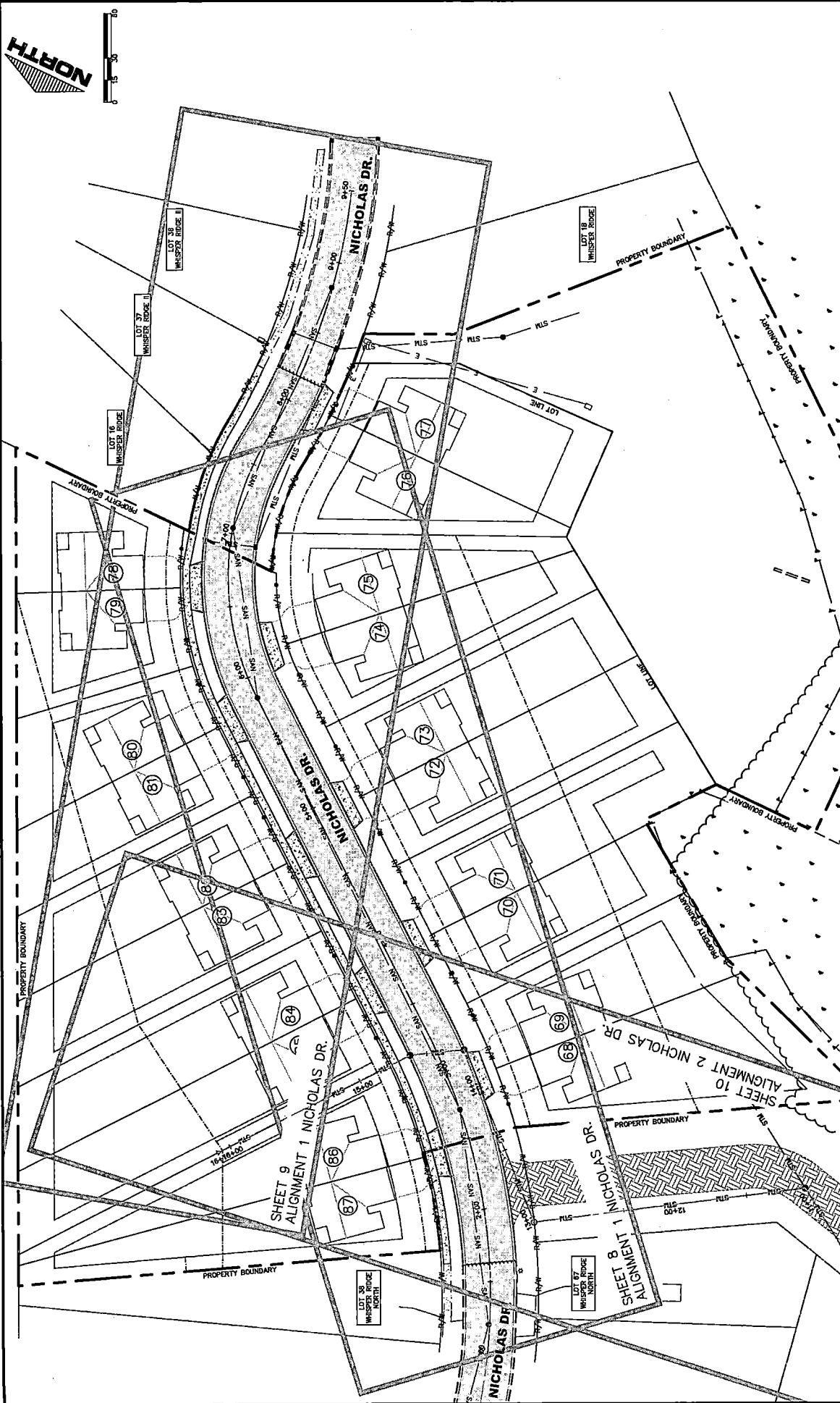
**WHISPER RIDGE NORTH II**  
IN THE SE1/4 OF THE SW1/4 AND SW1/4 OF THE SW1/4 SECTION 30,  
AND IN THE NE1/4 OF THE NW1/4 AND SE1/4 OF THE NW1/4,  
TOWNSHIP 16N, RANGE 12E,  
CITY OF MENOMONEE, DUNN COUNTY, WISCONSIN  
SHEET 3 OF 3

## **ATTACHMENT 2**

### **Approved Improvement Plans**

**A full set of improvement plans and specifications are on file with the City of Menomonie**





NO. DATE	DESIGNED BY	DESIGNED BY	DESIGNED BY	DESIGNED BY
	CHECKED BY	CHECKED BY	CHECKED BY	CHECKED BY
REVISIONS				
PROJ. NO.	20077	AEC		
1500 WEST WINDING CREEK DRIVE SUITE 200 WAUKESHA, WI 53186 TEL: 262.533.7000 FAX: 262.533.7001 WWW.AECOM.COM COPYRIGHT 2020 AECOM				
SHEET INDEX		WHISPER RIDGE NORTH II WHISPER RIDGE TOWNHOMES LLC WHISPER RIDGE MENDOTA, WI		
2		12		
DWG NAME		20077.P2		
INDEX		DATE		
8/2020				

NO.	DATE	REVISIONS	DRAWN BY	DESIGN BY	CHECKED	PROJ. NO.	AEC		ALIGNMENT REPORT	WHISPER RIDGE NORTH II WHISPER RIDGE TOWNHOMES LLC 11000 WINDY DRIVE MERCERVILLE, PA	DWS NAME 20087.P03 REPORT	
							DATE	DATE			3	8/2020
Horizontal Alignment Report												
File: S:\Projects\2018\20 Project\20087\Draw\20087 P02-3 SHEET INDEX.dwg												
Report Date: 8/7/2020 4:48:28 PM												
Station Range Start: 0+00.00, End: 9+50.00												
*****												
Begin ALN												
N 169.597,8180 E 171,250,5420 0+00.00												
Line (1)												
S 87° 42'E 48.08'												
N 169.518,1400 E 171,258,1870 0+46.08												
Line (2)												
N 168.519,1400 E 171,258,1870 0+46.08												
Curve (1)												
N 168.508,3884 E 171,495,4384												
PI N 168.494,7357 E 171,262,0185												
Direction Back S 87° 42'E 48.08'												
Radius 415.00'												
Delta 154.91'(LT)												
Length 54.12'												
Tangent 24.37'												
S 84° 47' 42"E Distance 48.15'												
Direction Ahead S 87° 42'E 48.08'												
EC N 168.471,8224 E 171,270,7373 0+88.31												
Curve (2)												
N 168.471,8224 E 171,270,7373 0+88.31												
Line (3)												
N 168.471,8224 E 171,270,7373 0+88.31												
Curve (3)												
N 168.471,8224 E 171,270,7373 0+88.31												
PI N 168.441,4837 E 171,238,8484												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 168.413,0688 E 171,256,9938 1+82.53												
Curve (4)												
N 168.413,0688 E 171,256,9938 1+82.53												
Line (4)												
N 168.413,0688 E 171,256,9938 1+82.53												
Curve (5)												
N 168.413,0688 E 171,256,9938 1+82.53												
PI N 168.333,5484 E 171,337,1838												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 85° 15' 29"E Distance 101.72'												
Direction Ahead S 87° 42'E 48.08'												
EC N 168.298,8835 E 171,404,0792 3+28.38												
Curve (6)												
N 168.298,8835 E 171,404,0792 3+28.38												
Line (5)												
N 168.298,8835 E 171,404,0792 3+28.38												
Curve (7)												
N 168.298,8835 E 171,404,0792 3+28.38												
PI N 168.258,9522 E 171,608,3057 5+48.52												
Direction Back S 87° 42'E 48.08'												
Radius 100.00'												
Delta 103.12'												
Length 103.12'												
Tangent 53.02'												
S 85° 15' 29"E Distance 101.72'												
Direction Ahead S 87° 42'E 48.08'												
EC N 168.047,5758 E 171,653,3398 6+48.54												
Curve (8)												
N 168.047,5758 E 171,653,3398 6+48.54												
Line (6)												
N 168.047,5758 E 171,653,3398 6+48.54												
Curve (9)												
N 168.047,5758 E 171,653,3398 6+48.54												
PI N 168.007,5540 E 171,498,2340												
Direction Back S 87° 42'E 48.08'												
Radius 253.99'(RT)												
Delta 253.99'(RT)												
Length 103.12'												
Tangent 53.02'												
S 85° 15' 29"E Distance 101.72'												
Direction Ahead S 87° 42'E 48.08'												
EC N 168.007,5540 E 171,498,2340 7+52.52												
Curve (10)												
N 168.007,5540 E 171,498,2340 7+52.52												
Line (7)												
N 168.007,5540 E 171,498,2340 7+52.52												
Curve (11)												
N 168.007,5540 E 171,498,2340 7+52.52												
PI N 167.977,5288 E 171,342,2588												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.949,7918 E 171,328,8188 8+48.56												
Curve (12)												
N 167.949,7918 E 171,328,8188 8+48.56												
Line (8)												
N 167.949,7918 E 171,328,8188 8+48.56												
Curve (13)												
N 167.949,7918 E 171,328,8188 8+48.56												
PI N 167.919,7918 E 171,172,8188 9+48.59												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.919,7918 E 171,172,8188 10+48.59												
Curve (14)												
N 167.919,7918 E 171,172,8188 10+48.59												
Line (9)												
N 167.919,7918 E 171,172,8188 10+48.59												
Curve (15)												
N 167.919,7918 E 171,172,8188 10+48.59												
PI N 167.889,7918 E 171,017,8188 11+48.62												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.889,7918 E 171,017,8188 12+48.65												
Curve (16)												
N 167.889,7918 E 171,017,8188 12+48.65												
Line (10)												
N 167.889,7918 E 171,017,8188 12+48.65												
Curve (17)												
N 167.889,7918 E 171,017,8188 12+48.65												
PI N 167.859,7918 E 170,862,8188 13+48.68												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.859,7918 E 170,862,8188 14+48.71												
Curve (18)												
N 167.859,7918 E 170,862,8188 14+48.71												
Line (11)												
N 167.859,7918 E 170,862,8188 14+48.71												
Curve (19)												
N 167.859,7918 E 170,862,8188 14+48.71												
PI N 167.829,7918 E 170,707,8188 15+48.74												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.829,7918 E 170,707,8188 16+48.77												
Curve (20)												
N 167.829,7918 E 170,707,8188 16+48.77												
Line (12)												
N 167.829,7918 E 170,707,8188 16+48.77												
Curve (21)												
N 167.829,7918 E 170,707,8188 16+48.77												
PI N 167.799,7918 E 170,552,8188 17+48.80												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.799,7918 E 170,552,8188 18+48.83												
Curve (22)												
N 167.799,7918 E 170,552,8188 18+48.83												
Line (13)												
N 167.799,7918 E 170,552,8188 18+48.83												
Curve (23)												
N 167.799,7918 E 170,552,8188 18+48.83												
PI N 167.769,7918 E 170,397,8188 19+48.86												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.769,7918 E 170,397,8188 20+48.89												
Curve (24)												
N 167.769,7918 E 170,397,8188 20+48.89												
Line (14)												
N 167.769,7918 E 170,397,8188 20+48.89												
Curve (25)												
N 167.769,7918 E 170,397,8188 20+48.89												
PI N 167.739,7918 E 170,242,8188 21+48.92												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.739,7918 E 170,242,8188 22+48.95												
Curve (26)												
N 167.739,7918 E 170,242,8188 22+48.95												
Line (15)												
N 167.739,7918 E 170,242,8188 22+48.95												
Curve (27)												
N 167.739,7918 E 170,242,8188 22+48.95												
PI N 167.709,7918 E 170,087,8188 23+48.98												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.709,7918 E 170,087,8188 24+49.01												
Curve (28)												
N 167.709,7918 E 170,087,8188 24+49.01												
Line (16)												
N 167.709,7918 E 170,087,8188 24+49.01												
Curve (29)												
N 167.709,7918 E 170,087,8188 24+49.01												
PI N 167.679,7918 E 169,932,8188 25+49.04												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.679,7918 E 169,932,8188 26+49.07												
Curve (30)												
N 167.679,7918 E 169,932,8188 26+49.07												
Line (17)												
N 167.679,7918 E 169,932,8188 26+49.07												
Curve (31)												
N 167.679,7918 E 169,932,8188 26+49.07												
PI N 167.649,7918 E 169,777,8188 27+49.10												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.649,7918 E 169,777,8188 28+49.13												
Curve (32)												
N 167.649,7918 E 169,777,8188 28+49.13												
Line (18)												
N 167.649,7918 E 169,777,8188 28+49.13												
Curve (33)												
N 167.649,7918 E 169,777,8188 28+49.13												
PI N 167.619,7918 E 169,622,8188 29+49.16												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.619,7918 E 169,622,8188 30+49.19												
Curve (34)												
N 167.619,7918 E 169,622,8188 30+49.19												
Line (19)												
N 167.619,7918 E 169,622,8188 30+49.19												
Curve (35)												
N 167.619,7918 E 169,622,8188 30+49.19												
PI N 167.589,7918 E 169,467,8188 31+49.22												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.589,7918 E 169,467,8188 32+49.25												
Curve (36)												
N 167.589,7918 E 169,467,8188 32+49.25												
Line (20)												
N 167.589,7918 E 169,467,8188 32+49.25												
Curve (37)												
N 167.589,7918 E 169,467,8188 32+49.25												
PI N 167.559,7918 E 169,312,8188 33+49.28												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.559,7918 E 169,312,8188 34+49.31												
Curve (38)												
N 167.559,7918 E 169,312,8188 34+49.31												
Line (21)												
N 167.559,7918 E 169,312,8188 34+49.31												
Curve (39)												
N 167.559,7918 E 169,312,8188 34+49.31												
PI N 167.529,7918 E 169,157,8188 35+49.34												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.529,7918 E 169,157,8188 36+49.37												
Curve (40)												
N 167.529,7918 E 169,157,8188 36+49.37												
Line (22)												
N 167.529,7918 E 169,157,8188 36+49.37												
Curve (41)												
N 167.529,7918 E 169,157,8188 36+49.37												
PI N 167.499,7918 E 169,002,8188 37+49.40												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.499,7918 E 169,002,8188 38+49.43												
Curve (42)												
N 167.499,7918 E 169,002,8188 38+49.43												
Line (23)												
N 167.499,7918 E 169,002,8188 38+49.43												
Curve (43)												
N 167.499,7918 E 169,002,8188 38+49.43												
PI N 167.469,7918 E 168,847,8188 39+49.46												
Direction Back S 87° 42'E 48.08'												
Radius 400.00'												
Delta 72.01'(LT)												
Length 54.12'												
Tangent 24.37'												
S 24° 09' 05"E Distance 64.17'												
Direction Ahead S 87° 42'E 48.08'												
EC N 167.469,7918 E 168,847,8188 40+49.												



Know what's below.  
Call before you dig.

**LEGEND**

	EXISTING CONTOURS - 1/8"
	EXISTING CONTOURS - 1/4"
	CLEAR AND CURB TREES (CLEARING LIMITS)
	REMOVE PAVEMENT
	FULL-DEPTH SAWCUT
	GAS AND UTILITIES REMOVAL

CONTROL - 20087

POINT #	TYPE	NORTHING	EASTING	ELEVATION
1	PK NAIL	68344.114'	17126.434'	
2481	1" IRON PIPE	168974.938'	171644.574'	
3021	1" IRON PIPE	169378.645'	171577.858'	

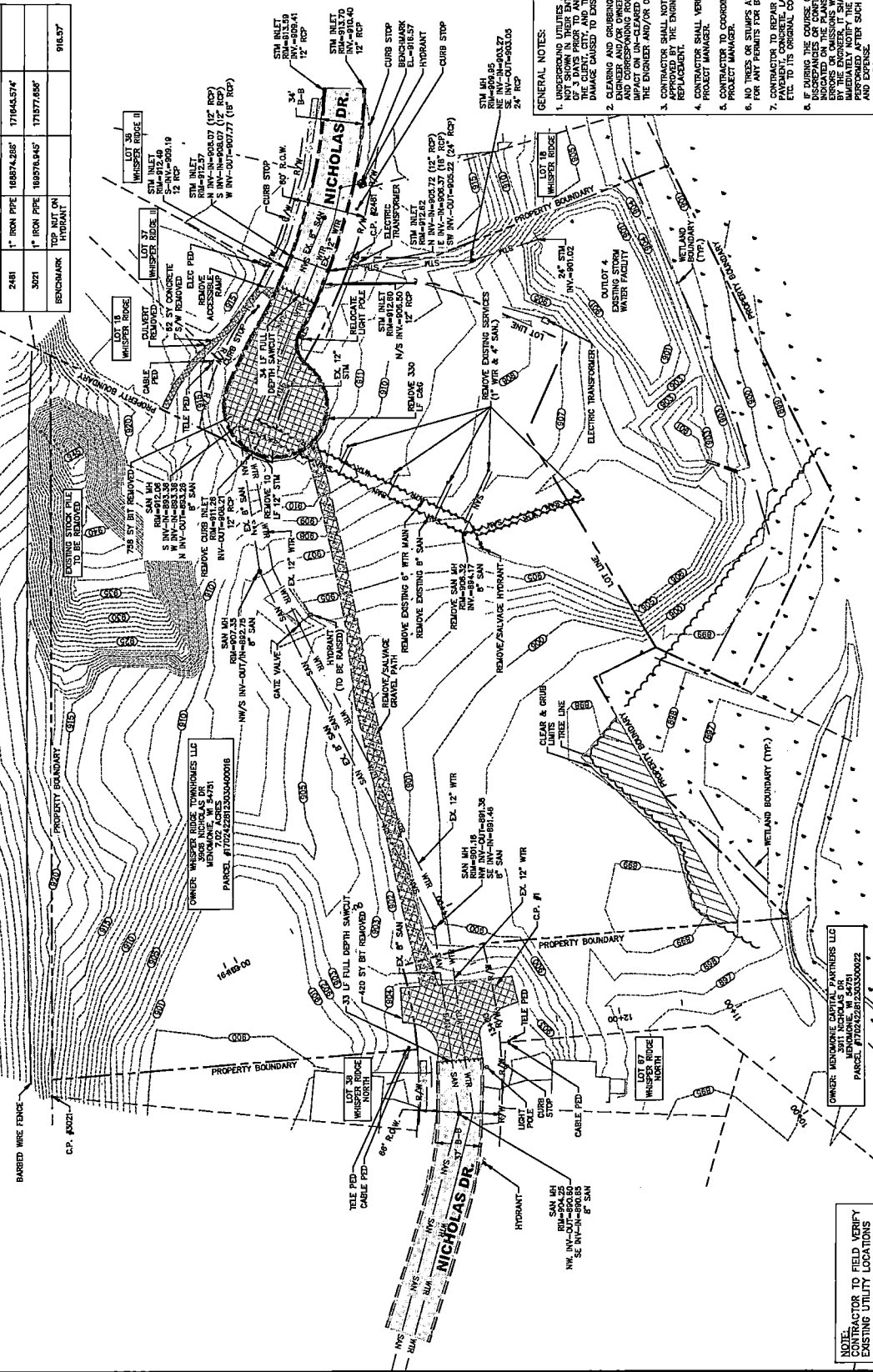
BENCHMARK	TOP NUT ON HYDRANT	ELEVATION
		916.57

OWNER: JONATHAN M. & ROSEBELLE S. KROENING & KHAZAK  
 1340 INTERNATIONAL DR., SUITE #1  
 MENOMONEE, WI 54751  
 PARCEL #1702422912303400001

OWNER: WHISPER RIDGE ESTATES PARTNERS LLC  
 3011 NICHOLAS DR.  
 MENOMONEE, WI 54751  
 PARCEL #1702422912303400018

OWNER: WHISPER RIDGE ESTATES PARTNERS LLC  
 3011 NICHOLAS DR.  
 MENOMONEE, WI 54751  
 PARCEL #1702422912303400022

NOTE:  
 CONTRACTOR TO FIELD VERIFY  
 EXISTING UTILITY LOCATIONS

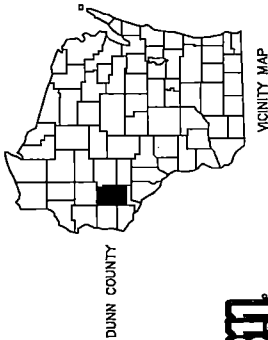


**GENERAL NOTES:**

- UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY AND ARE NOT SHOWN IN THEIR ENTIRETY. CONTRACTOR SHALL NOTIFY UTILITIES A MINIMUM OF 48 HOURS BEFORE ANY EXCAVATION. THE CONTRACTOR IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES.
- CLEARING AND GRUBBING SHALL ONLY BE IN THOSE LOCATIONS DIRECTED BY THE CONTRACTOR. CONTRACTOR SHALL MAINTAIN ALL EXISTING TREES AND UTILITIES UNLESS OTHERWISE NOTED. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR BURNING OR REMOVAL OF TREES AND/OR SHRUBS. ALL WORK WITH POTENTIAL IMPACT ON UN-CLEARED TREES AND UTILITIES SHALL BE COORDINATED WITH THE ENGINEER AND/OR OWNER.
- CONTRACTOR SHALL NOT DISTURB ANY F/W IRONS. ANY REMOVAL SHALL BE REPLACED TO ORIGINAL CONDITION OR BETTER. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ANY REMOVED IRONS.
- CONTRACTOR SHALL VERIFY THE AMOUNT OF PAVEMENT REMOVAL WITH THE PROJECT MANAGER.
- CONTRACTOR TO COORDINATE LOCATIONS AND LIMITS OF SAWCUTS WITH THE PROJECT MANAGER.
- NO TREES OR STUMPS ARE TO BE BILLED ON SITE. CONTRACTOR IS RESPONSIBLE FOR ANY PERMITS FOR BURNING OR MATERIAL DISPOSAL.
- CONTRACTOR TO REPAIR AND RESTORE ANY DAMAGED OR DISTURBED AREAS OF PAVEMENT, CONCRETE, LANDSCAPING, ELECTRICAL, AND AUTOMATIC IRRIGATION, ETC. TO ITS ORIGINAL CONDITION OR ADJACENT PROPERTIES.
- DISCREPANCIES OR CONFLICTS BETWEEN THE CONSTRUCTION APPROXIMATIONS INDICATED ON THE PLANS AND THE PHYSICAL CONDITIONS OF THE SITE, OR ANY INFORMATION OBTAINED FROM FIELD SURVEY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE ENGINEER. UNTIL AUTHORIZED TO PROCEED, ANY WORK BEYOND THAT WHICH IS AUTHORIZED WILL BE AT THE CONTRACTOR'S SOLE RISK AND EXPENSE.

DWG NAME	WHISPER RIDGE NORTH II
ISSUING DATE	8/2/2008
DATE	8/2/2008
PROJECT NO.	20087
PROJ. NO.	20087
DESIGNED BY	CHECKED
DRAWN BY	CHECKED
DATE	
REVISIONS	
ADVANCED ENGINEERING CONCEPTS 1340 INTERNATIONAL DR., SUITE #1 PH: 715-554-0330 WWW.AEC-CO.COM CORP. #1702422912303400001	
AEC	
EXISTING CONDITIONS AND DEMOLITION PLAN	
WHISPER RIDGE NORTH II WHISPER RIDGE ESTATES PARTNERS LLC NICHOLAS DRIVE MENOMONEE, WI	
4	12

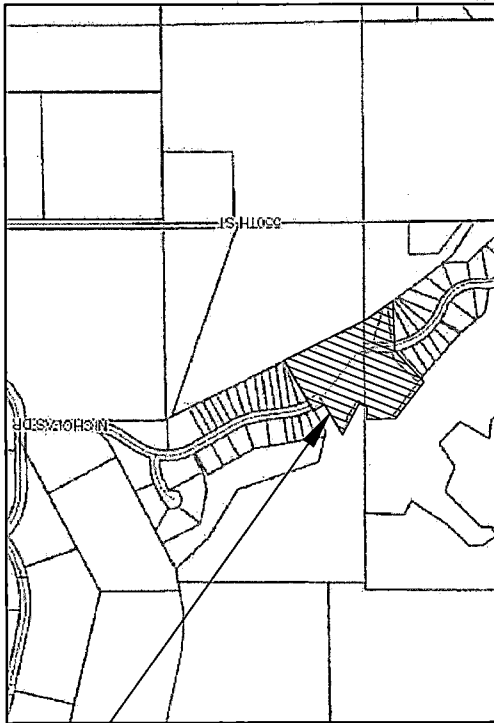
# WHISPER RIDGE NORTH II NICHOLAS DRIVE MENOMONIE, WISCONSIN



Know what's below.  
Call before you dig.

## PROJECT LOCATION

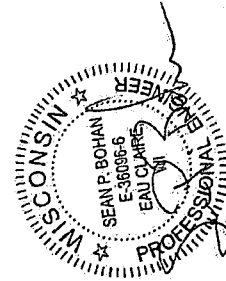
CONTACTS	
DIRECTOR OF PUBLIC WORKS	CITY OF MENOMONIE RANDY EDE (715) 232-2207
STREET DEPT.	CITY OF MENOMONIE BRUCE HEATH (715) 232-2302
WATER	CITY OF MENOMONIE-WATER SUPERINTENDENT JEREMY HOYT (715) 232-2395
SANITARY	CITY OF MENOMONIE-WASTEWATER SUPERINTENDENT PAUL STERK (715) 232-2249
TELEPHONE	AT&T KEN SCHICK (715) 839-5820
CABLE	CHARTER COMMUNICATIONS ATTN: CURT MOORE (715) 831-8940 ext. 5148
GAS	XCEL ENERGY ATTN: MIKE JOHNSON (715) 232-7415
FIRE DEPT.	CITY OF MENOMONIE (715) 232-2414



## LOCATION MAP

PROJECT OWNER:  
WHISPER RIDGE HOMES LLC  
ATTN: BILL ALBRIGHT  
13187 COUNTY '00'  
CHIPPEWA FALLS, WI 54729  
PHONE: 715.630-7830

PROJECT ENGINEER:  
ADVANCED ENGINEERING CONCEPTS  
MATT APPEL, P.E.  
1360 INTERNATIONAL DRIVE SUITE #1  
EAU CLAIRE, WI 54701  
PHONE: 715.552.0330  
EMAIL: mappel@aecengineering.com



SCHEDULE OF REQUIRED PERMITS	DATE SUBMITTED	APPROVAL
APPROVALS NEEDED OF MENOMONIE	8/2020	
WIDNR-WRAPP / NOTICE OF INTENT	8/2020	8/2020

## LEGEND

EXISTING	PROPOSED
BENCHMARK	BENCHMARK
CONTROL POINT	CONTROL POINT
SIGN	SIGN
CURB STOP	CURB STOP
WELL	WELL
HYDRANT	HYDRANT
GATE VALVE	GATE VALVE
CURB INLET	CURB INLET
AREA DRAIN	AREA DRAIN
SAN MH	SAN MH
STORM MH	STORM MH
SAN CLEANOUT	SAN CLEANOUT
GAS MANHOLE	GAS MANHOLE
LIGHT POLE	LIGHT POLE
UTILITY POLE	UTILITY POLE
GUY WIRE	GUY WIRE
PULL BOX	PULL BOX
ELEC PED	ELEC PED
CABLE PED	CABLE PED
MALIBOX	MALIBOX
TELE PED	TELE PED
IRON PIPE	IRON PIPE
ROW POST	ROW POST
REBAR	REBAR
WATER MAIN	WATER MAIN
SANITARY SEWER	SANITARY SEWER
STW	STW
OVERHEAD UTILITY	OVERHEAD UTILITY
TELEPHONE LINE	TELEPHONE LINE
GAS LINE	GAS LINE
ELECTRIC LINE	ELECTRIC LINE
CABLE TV LINE	CABLE TV LINE
TRAILLINE	TRAILLINE
EXISTING TREES	EXISTING TREES
MARSH	MARSH
FENCE LINE	FENCE LINE
HOVON WIRE FENCE	HOVON WIRE FENCE
SILT FENCE	SILT FENCE
RETAINING WALL	RETAINING WALL
CONTOURS MAJOR	CONTOURS MAJOR
CONTOURS MINOR	CONTOURS MINOR

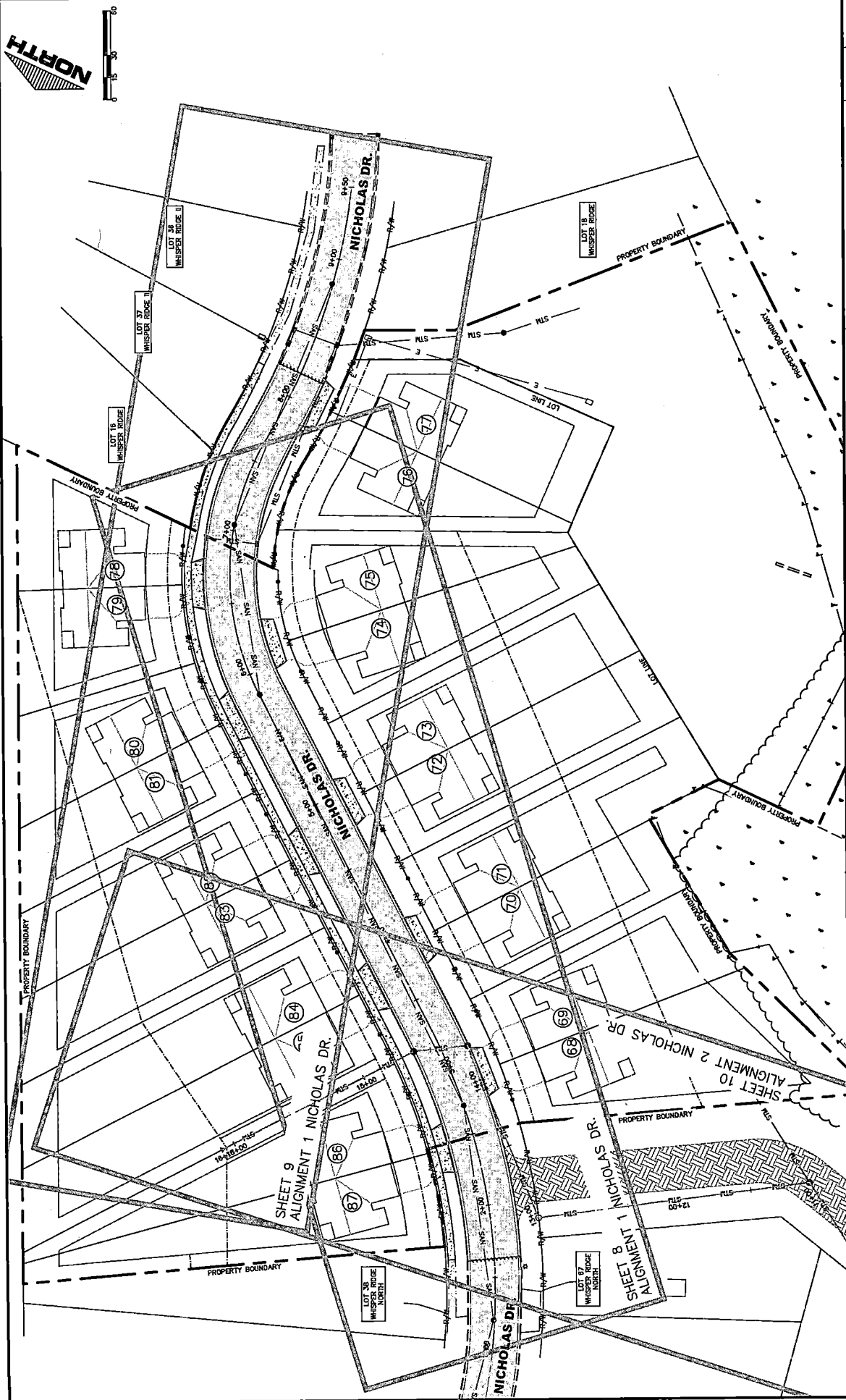
## SHEET SCHEDULE

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-3	SHEET INDEX & ALIGNMENT REPORT
4	EXISTING CONDITIONS/ DEMOLITION PLAN
5	SITE & EROSION CONTROL PLAN
6	UTILITY PLAN
7	GRADING PLAN
8-9	ALIGN 1 - PLAN & PROFILE
10	STORM - PLAN & PROFILE
11-12	DETAILS

AEC PROJECT # 20067 PLANS DATED: AUGUST 2020



ADVANCED ENGINEERING CONCEPTS  
1360 INTERNATIONAL DR. SUITE #1  
EAU CLAIRE, WI 54701  
PH 715-552-0330  
INFO@AECENGINEERING.COM  
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NO.	DATE	REVISIONS	DESIGNED BY	CHECKED BY	PROJ. NO. 20087		ADVANCED ENGINEERING CONCEPTS 1380 EAU CLAIRE, W. 54701 PH: 715-832-0330 COPYRIGHT 2010 AEC, LLC.	SHEET INDEX	WHISPER RIDGE NORTH II WHISPER RIDGE TOWNHOMES LLC 1000 NICHOLAS DR. MENOMONIE, WI	DWS NAME 20087.P02 INDEX	2	12
											DATE	6/2008





Know what's below.  
Call before you dig.

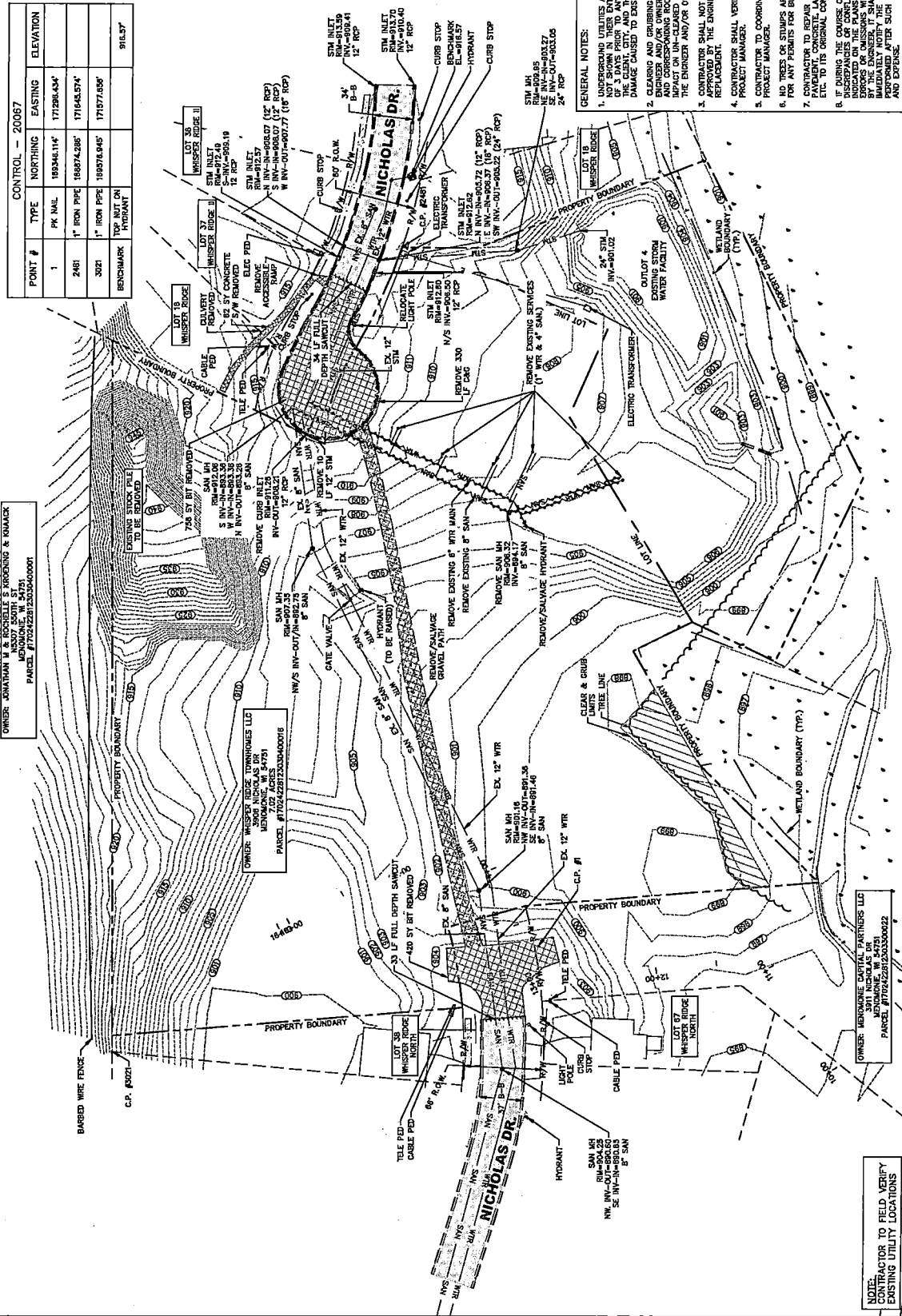
LEGEND	
	EXISTING CONTOURS-AIR
	EXISTING CONTOURS-AIR
	CLEAR AND GRUB TREES (CLEARING LIMITS)
	REMOVE PAVEMENT
	FULL-DEPTH SAWCUT
	GAS AND UTILITIES REMOVAL

CONTROL - 20087				
POINT #	TYPE	NORTHING	EASTING	ELEVATION
1	PK NAIL	89346.114	171296.644	
2461	1" IRON PIPE	168974.285	171643.574	
3021	1" IRON PIPE	169376.645	171877.696	
BENCHMARK				9163.7

OWNER: JONATHAN W. S. ROBERTS & KENNETH & KIMMACK  
 16307 SOUTH ST  
 MEMPHIS, WI 54751  
 PARCEL # 1702422872303440001

OWNER: WHISPER RIDGE PARTNERS LLC  
 3018 NICHOLAS DR  
 MEMPHIS, WI 54751  
 PARCEL # 1702422872303440016

OWNER: MEMPHIS CAPITAL PARTNERS LLC  
 3018 NICHOLAS DR  
 MEMPHIS, WI 54751  
 PARCEL # 1702422872303440022



**GENERAL NOTES:**

- UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY AND ARE NOT SHOWN IN THEIR ENTIRETY. CONTRACTOR SHALL VERIFY UTILITIES A MINIMUM OF 10 FEET DEPTH AND SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES.
- CLEARING AND GRUBBING SHALL ONLY BE IN THOSE LOCATIONS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AND CORRESPONDING ROOT SYSTEMS FROM DAMAGE TO EXISTING UTILITIES. CONTRACTOR SHALL NOT DISTURB ANY EXISTING TREES OR SHRUBS UNLESS DIRECTED BY THE ENGINEER AND/OR SHALL BE COORDINATED WITH THE ENGINEER AND/OR OWNER.
- CONTRACTOR SHALL NOT DISTURB ANY 6\"/>

REVISIONS		DESIGNED BY		CHECKED	
NO.	DATE	NAME	DATE	NAME	DATE

PROJ. NO.	20087
DATE	08/20/20

ADVANCED ENGINEERING CONCEPTS 1360 INTERNATIONAL DR SUITE #100 PH 715-552-0330 WWW.AEC-CO.COM COPYRIGHT 2020 AEC LLC	<b>AEC</b>
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EXISTING CONDITIONS AND DEMOLITION PLAN	WHISPER RIDGE NORTH II WHISPER RIDGE PARTNERS LLC NICHOLAS DRIVE MEMPHIS, WI
---	---

DWG. NAME	20087 RPA	4
DATE	8/20/20	12



Know what's below.  
Call before you dig.

**EROSION CONTROL LEGEND:**

	INLET PROTECTION (TYP.) DETAIL C-211
	DANDY BAG (TYP.) DETAIL C-213
	EROSION BIO-LOG (TYP.) DETAIL C-205
	SILT FENCE (TYP.) DETAIL C-210
	STONE TRACKING PAD (TYP.) DETAIL C-400
	EROSION CONTROL MAT (TYP.) (FULL RESTORATION) DETAIL C-220 & SEEDING DETAIL C-225
	RIP-RAP (TYP.) DETAIL C-111
	FULL RESTORATION MIN. TOPSOIL, SEED & STRAW MULCH

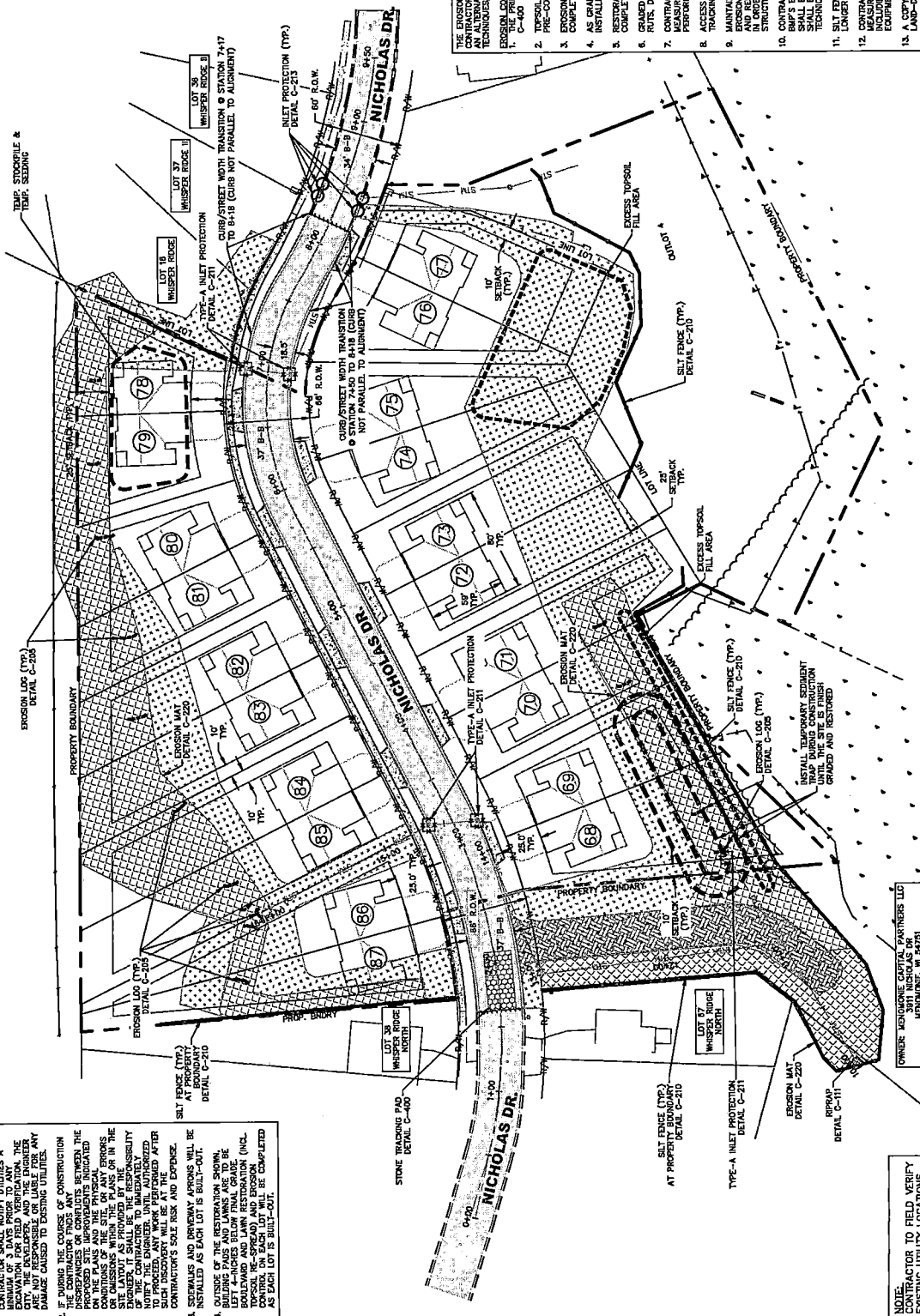
CONTRACTOR TO VERIFY TOPSOIL STOCKPILE LIMITS AND HEIGHTS WITH PROJECT MANAGER PRIOR TO TEMPORARY SEEDING.

**THE EROSION CONTROL ON THIS PLAN HAS BEEN PREPARED AS A GUIDE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION AND IMPLEMENTATION OF THE APPROPRIATE EROSION CONTROL TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.**

**EROSION CONTROL NOTES:**

1. THE PRIMARY CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED PER DETAIL C-400
2. TOPSOIL SHALL BE STOCKPILED IN DESIGNATED AREAS AS DETERMINED AT PRE-CONSTRUCTION MEETING.
3. EXPOSED LANDS AND PERIMETERS AT ALL PIPE OUTLETS UNTIL GRADING IS COMPLETED SHALL BE PROTECTED WITH EROSION CONTROL MAT.
4. AS GRADING IS COMPLETED, EROSION LOSS, EROSION MAT, AND RIP RAP SHALL BE INSTALLED.
5. RESTORATION SHALL BE COMPLETED IMMEDIATELY AFTER GRADING HAS BEEN COMPLETED.
6. GRADED SURFACES SHALL BE LEFT IN A SMOOTH, UNIFORM CONDITION FREE OF RITS, DEPRESSIONS, IRREGULARITIES, LOOSE UNCOMPACTED SOIL, ETC.
7. CONTRACTOR TO PERFORM WEEKLY INSPECTIONS OF ALL EROSION CONTROL MEASURES, OR AFTER A RAIN EVENT OF 1/2" OR MORE. MAINTENANCE TO BE PERFORMED AS NEEDED TO MAINTAIN EROSION CONTROL.
8. ACCESS INTO THE SITE DURING CONSTRUCTION SHALL ONLY BE AT LOCATIONS WITH TRACKING PADS.
9. MAINTAIN EROSION CONTROL UNTIL 100% VEGETATION IS ESTABLISHED. ANNUAL AND EROSION MATS SHALL BE MAINTAINED AS NEEDED. EROSION CONTROL MATS AND EROSION MATS SHALL BE REPAIRED UNTIL VEGETATION IS FULLY ESTABLISHED. STOCKPILES SHALL BE MAINTAINED WITH SUFFICIENT NATURAL EROSION CONTROL IN PLACE OF STOCKPILES.
10. CONTRACTOR SHALL ASSESS THE APPROPRIATE EROSION CONTROL AND NON-STRUCTURAL BMP'S BASED ON PROGRESS OF FILLING AND GRADING THE SITE. ADJUSTMENT SHALL BE BASED ON MEETING THE REQUIREMENTS OF THE GENERAL PERMIT, BMP'S TECHNICAL STANDARDS, AND MAINTAINED ACCORDING TO EROSION CONTROL WORK PLAN.
11. SILT FENCE IS TO BE INSTALLED DOWN GRADIENT OF ANY STOCKPILES TO REMAIN LONGER THAN 7 DAYS.
12. CONTRACTOR SHALL PROVIDE APPROPRIATE PLANNING AND PREVENTATIVE MEASURES TO PREVENT POLLUTION FROM CONSTRUCTION SITE OPERATIONS. THIS INCLUDES EROSION CONTROL, EROSION CONTROL MATS, TRACKING PADS, EQUIPMENT WASHING AND MAINTENANCE, AND SPILL PREVENTION AND CONTROL.
13. A COPY OF THE EROSION CONTROL PLAN SHALL BE KEPT ON-SITE DURING ALL LAND-RESTORING CONSTRUCTION ACTIVITIES.

OWNER: JONATHAN M & ROCHELLE S WOODING & KNAACK  
13307 SOUTH 87<sup>TH</sup> AVENUE  
PARCEL #1702422012303540001



**GENERAL NOTES:**

1. UNDERGROUND UTILITIES ARE SHOWN IN RED. CONTRACTOR SHALL VERIFY ALL UTILITIES AND ARE NOT SHOWN IN THEIR ENTIRETY. CONTRACTOR SHALL NOTIFY UTILITIES A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION FOR FIELD VERIFICATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES.
2. DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES.
3. SEEDING AND SOIL RESTORATION SHALL BE COMPLETED IMMEDIATELY AFTER GRADING IS COMPLETED. SEEDING SHALL BE COMPLETED AS EACH LOT IS BUILT-OUT.
4. BUILDING PADS AND LAWNS ARE TO BE LEFT AT LEAST 6 INCHES BELOW FINAL GRADE TO PREVENT EROSION AND EROSION CONTROL ON EACH LOT WILL BE COMPLETED AS EACH LOT IS BUILT-OUT.

NOTE:  
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS

OWNER: JONATHAN M & ROCHELLE S WOODING & KNAACK 13307 SOUTH 87 <sup>TH</sup> AVENUE PARCEL #1702422012303540001		OWNER: MICHIGANE CAPITAL PARTNERS LLC 3011 NICHOLAS DR WHISPER RIDGE NORTH PARCEL #170242201230350022	
NO.	DATE	DESIGNED BY	CHECKED BY
ADVANCED ENGINEERING CONSULTANTS 1340 INTERNATIONAL DR, SUITE 400 MICHIGAN CITY, IN 46361 www.aec.com COPYRIGHT 2009 AEC LLC.		AEC	
SITE AND EROSION CONTROL PLAN		WHISPER RIDGE NORTH II WHISPER RIDGE PARTNERS LLC NICHOLAS DRIVE MICHIGAN CITY, IN	
DWG NAME		5	
DWG NO.		12	
DATE		8/2/2009	





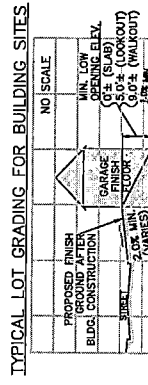
Know what's below.  
Call before you dig.

**GRADING LEGEND:**

(---) (---)	EXISTING CONTOURS-MNR
(---) (---)	EXISTING CONTOURS-MR
(---) (---)	FINAL CONTOUR-MNR
(---) (---)	FINAL CONTOUR-MR
(---) (---)	DRAINAGE PATTERN LINES
(---) (---)	GRADE BREAK LINES
(---) (---)	DRAINAGE ARROW
+ XXXXX	PROPOSED SPOT ELEVATION
+ XXXX.X	EXISTING SPOT ELEVATION
LO	GARAGE FLOOR
LO	LOOK OUT
NO	WALK OUT

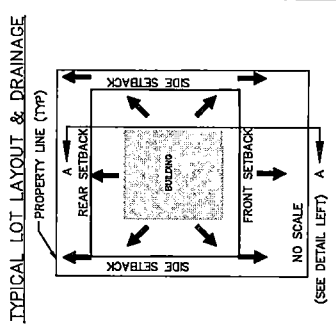
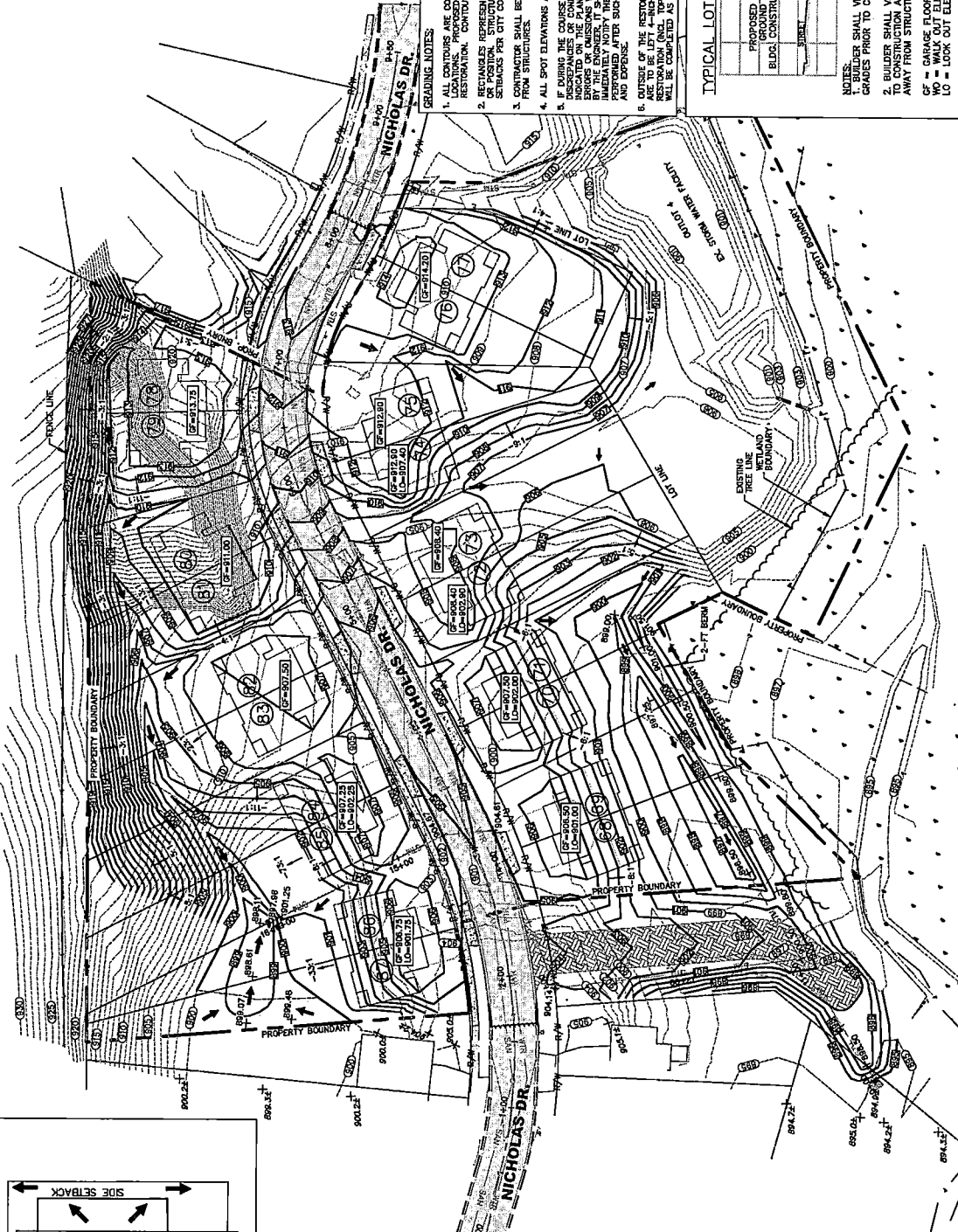
**GRADING NOTES:**

1. ALL CONTOURS ARE ASSUMED TO BE FINISHED AND REPRESENT APPROXIMATE LOCATIONS. PROPOSED CONTOURS REPRESENT PROPOSED FINISH GRADES AFTER RESTORATION. CONTOURS IN STREET REPRESENT TOP OF PAVEMENT.
2. RECTANGLES REPRESENT BUILDING PAD LOCATIONS. NOT STRUCTURE DIMENSIONS. STRUCTURE PLACEMENT SHALL COMPLY WITH ALL APPLICABLE SETBACKS PER CITY CODE AND FINAL PLAN.
3. FROM STRUCTURES, ALL SPOT ELEVATIONS ARE FINISHED GRADE UNLESS OTHERWISE NOTED.
4. IF DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR FINDS ANY DISCREPANCIES BETWEEN THE FINISHED GRADES AND THE FINISHED GRADES INDICATED ON THE PLANS AND THE PHYSICAL CONDITIONS OF THE SITE, ANY DISCREPANCIES WITHIN THE PLANS OR IN THE SITE LAYOUT AS PROVIDED BY THE ENGINEER, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER, WITH AUTHORITY TO PROCEED, ANY WORK AND EXPENSES.
5. EXTREME OF THE RESTORATION SHALL BE LEFT AS BUILT. BUILDING PADS AND LAWS ARE TO BE LEFT 4-INCHES BELOW FINISH GRADE. EROSION CONTROL ON EACH LOT WILL BE COMPLETED AS EACH LOT IS BUILT-OUT.



**NOTES:**

1. BUILDER SHALL VERIFY SETBACKS, STRUCTURE PLACEMENT, AND GRADES PRIOR TO CONSTRUCTION.
2. BUILDER SHALL VERIFY ACTUAL FINISH FLOOR ELEVATION(S) PRIOR TO CONSTRUCTION AND SHALL INSURE ALL SITE DRAINAGE IS DIRECTED AWAY FROM STRUCTURES TOWARD DRAINAGEWAYS.
- GF = GARAGE FLOOR ELEVATION
- LO = LOOK OUT ELEVATION

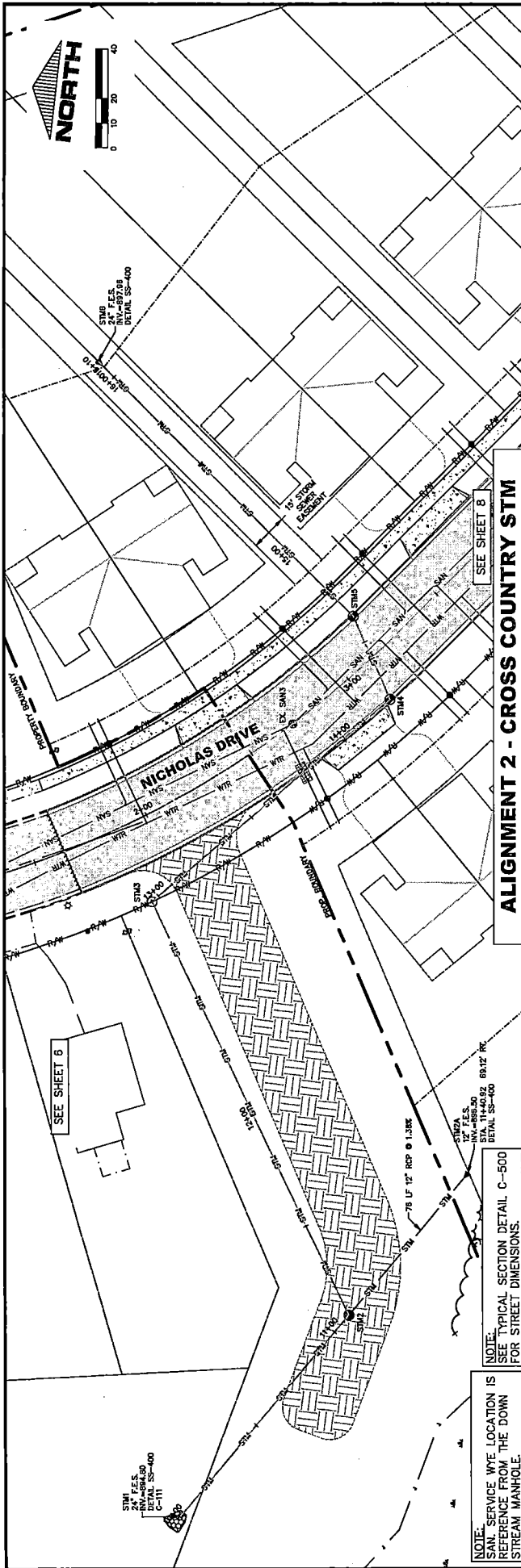


**NOTE:**  
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS

NO.	DATE	DESIGNED BY	CHECKED BY		ADVANCED ENGINEERING CONSULTANTS 1369 INTERNATIONAL DR., SUITE # PHOENIX, AZ 85016 INFORMATION: 602-955-1000 COPYRIGHT 2020 AEC LLC.	GRADING PLAN	WHISPER RIDGE NORTH II WHISPER RIDGE TOWNHOMES LLC 10000 N. 10TH AVENUE METROPHILE, WI	PLAN NO. 20087	SHEET NO. 7	DATE 8/20/20	TOTAL SHEETS 12
	DATE	DESIGNED BY	CHECKED BY				REVISIONS				



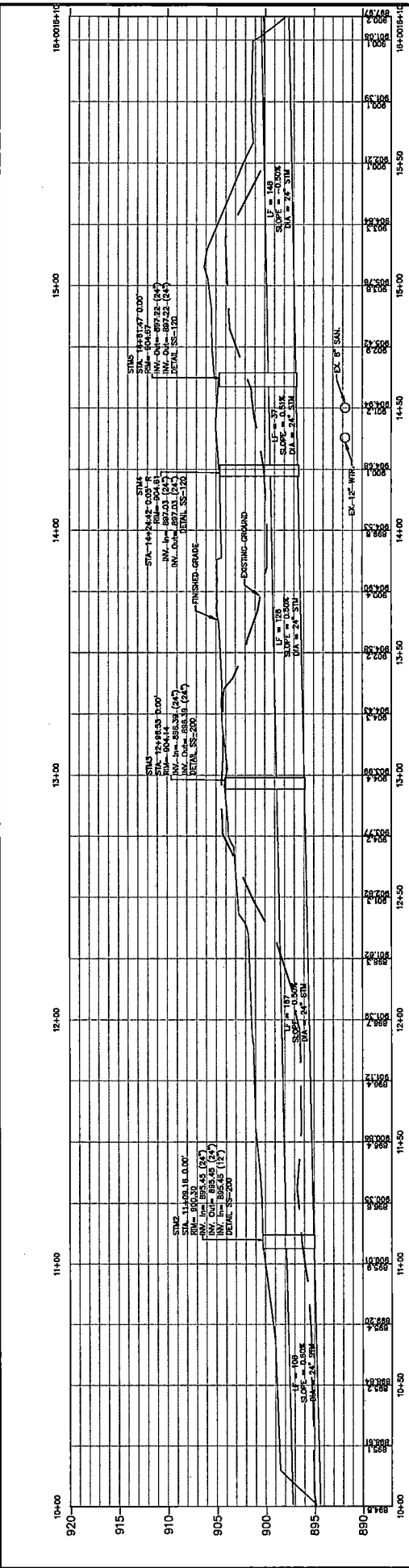




NOTE:  
SAN SERVICE WYE LOCATION IS  
REFERENCE FROM THE DOWN  
STREAM MANHOLE.

NOTE:  
SEE TYPICAL SECTION DETAIL C-500  
FOR STREET DIMENSIONS.

**ALIGNMENT 2 - CROSS COUNTRY STM**



NO.	DATE	REVISIONS	DRAWN BY	DESIGN BY	CHECKED

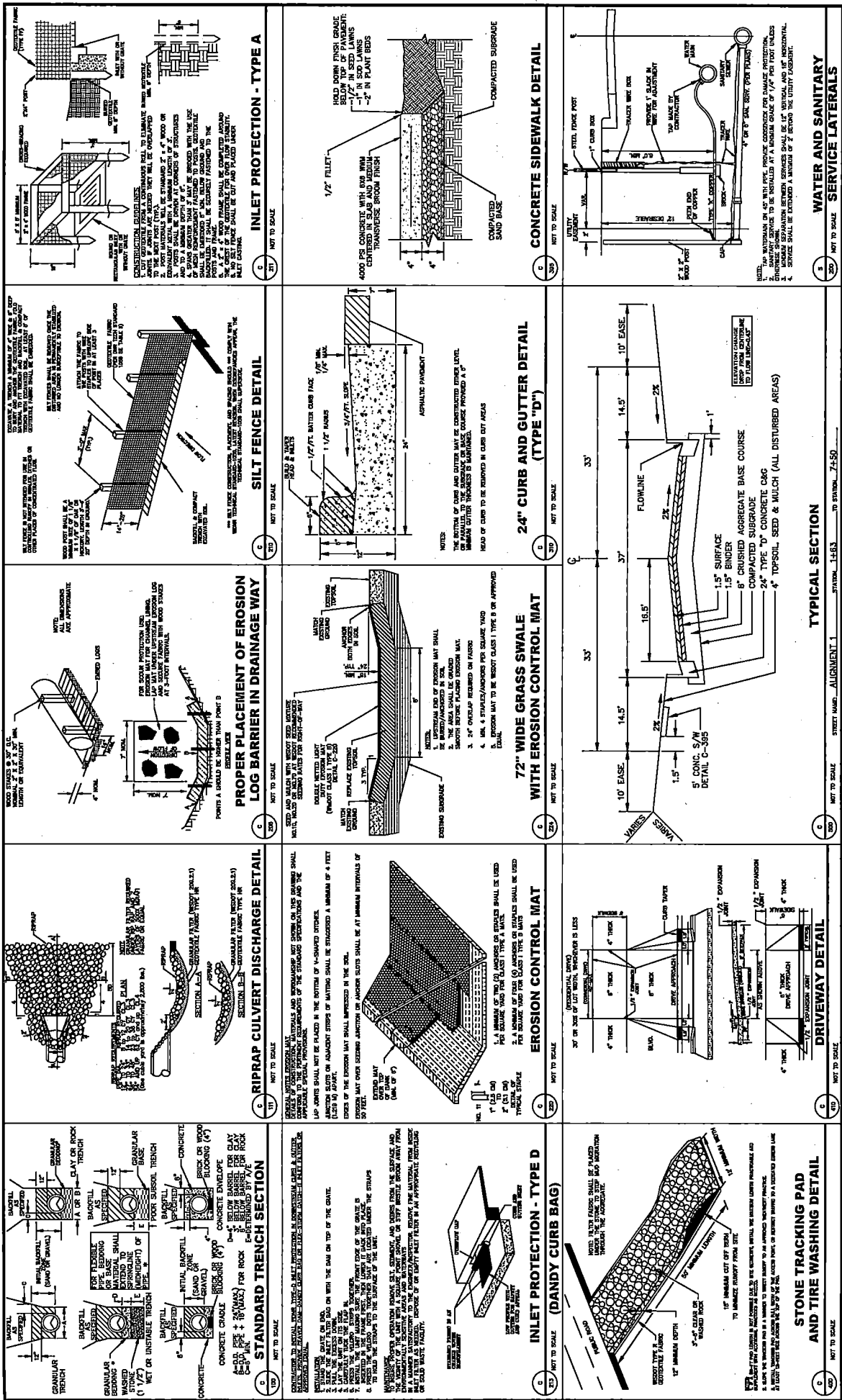
  

PROJ. NO.	2007
DATE	

ADVANCED ENGINEERING CONSULTANTS 1300 INTERNATIONAL DR. SUITE # EAU CLAIRE, WI 54601 PHONE: 715.833.8800 FAX: 715.833.8801 COPYRIGHT 2007 AEC LLC.	ALIGNMENT 2 PLAN AND PROFILE STATION 0+00 TO 6+12	WHISPER RIDGE NORTH II WHISPER RIDGE TOWNHOMES LLC 1350 S. MAIN ST. MEMONIE, WI	DWG. NAME 2007 PD TO JULY 2 DATE 8/2020
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NO.	DATE	DESIGNED BY	CHECKED	PROJ. NO. 20067	<b>AEC</b> ADVANCED ENGINEERING CONSULTANTS 1350 INTERNATIONAL DR., SUITE #100 FORT WASHINGTON, PA 19073-5530 (610) 715-5500 (610) 715-5501 FAX: (610) 715-5502 www.aecinc.com COPYRIGHT 2002 AEC LLC	DETAILS DETAILS DETAILS	DRG NAME 20067-P011 DETAILS DATE 07/2020	11 12
						WATER AND SANITARY SERVICE LATERALS	WHISPER RIDGE NORTH II 20067-P011 MICHAEL S. DRISCOLL MEMONONIE, WI	



**ATTACHMENT 3**

[Attached]

**Timetable and Cost Estimate of Improvements**

## *Improvement Schedule*

<b>Begin Construction</b>	<b>September 9, 2020</b>
<b>Substantial Completion</b>	<b>November 15, 2020</b>
<b>Final Completion</b>	<b>November 30, 2020</b>

7/30/2020

**ASSUME: 654 LF STREETS**

- : Nicholas Dr is 36' F-F
- : Pavement Section: 3" Bit, 8" CABC
- : Assume 20 Lots (10 Twin Homes)
- : Restoration includes backslopes only

AEC #20067

<b>WHISPER RIDGE NORTH II - PUBLIC IMPROVEMENTS</b>					
NO	ITEM	UNITS	QUANT	PRICE	TOTAL PRICE
<b>STREET</b>					
1	CRUSHED AGGREGATE BASE (8" IN-PLACE)	CY	881	\$18.00	\$15,858.00
2	ASPHALTIC BINDER COURSE (1.5")	SY	2,382	\$6.57	\$15,649.74
3	ASPHALTIC SURFACE COURSE (1.5")	SY	2,382	\$6.57	\$15,649.74
4	CONCRETE CURB & GUTTER, 24" TYPE-D (BARRIER)	LF	1,309	\$12.25	\$16,035.25
<b>SUBTOTAL</b>					<b>\$63,192.73</b>
<b>SANITARY</b>					
1	48" PRECAST CONCRETE MANHOLE (Raise 3 MH's)	VF	7	\$350.00	\$2,450.00
2	8"X4" SADDLE OR 4" INSERTATEE	EA	20	\$125.00	\$2,500.00
3	4" PVC SANITARY SERVICE	LF	920	\$9.00	\$8,280.00
<b>SUBTOTAL</b>					<b>\$13,230.00</b>
<b>WATERMAIN</b>					
1	TAP AND CORPORATION STOP, 1 INCH	EA	20	\$225.00	\$4,500.00
2	CURB STOP AND BOX, 1 INCH	EA	20	\$275.00	\$5,500.00
3	WATER SERVICE, 1 INCH TYPE 'K' COPPER	LF	901	\$12.50	\$11,262.50
<b>SUBTOTAL</b>					<b>\$21,262.50</b>
<b>STORM SEWER</b>					
1	12" RCP	LF	113	\$20.00	\$2,260.00
2	24" RCP	LF	609	\$30.00	\$18,270.00
3	12" CONCRETE ENDWALL & TRASH RACK	EA	1	\$1,200.00	\$1,200.00
4	24" CONCRETE ENDWALL & TRASH RACK	EA	2	\$1,700.00	\$3,400.00
5	CATCH BASIN (2'X3' BOX)	EA	2	\$800.00	\$1,600.00
6	60" CONCRETE MANHOLE (4 STRUCTURES)	VF	25.0	\$400.00	\$10,000.00
7	INLET CASTINGS	EA	3	\$500.00	\$1,500.00
8	MANHOLE CASTINGS	EA	2	\$450.00	\$900.00
<b>SUBTOTAL</b>					<b>\$39,130.00</b>
<b>TOTAL OPINION OF PROBABLE COSTS</b>					<b>\$136,815.23</b>