

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
February 13, 2023, at 6:00 pm

NOTICE OF PUBLIC HEARING REGARDING PROPOSED

PLEASE TAKE NOTICE that a public hearing will be held on February 13, 2023, at 6:00 p.m., at the Town of Bristol Town Hall, 7747 County Road N, Sun Prairie, WI 53590, at a joint meeting of the Town of Bristol Town Board and Town Plan Commission, regarding purposed items below.

- a. Discuss/Consider C.U.P. Permit to house contractor suites storage unit buildings for Parcel #0911-122-8080-0, 1773 County Hwy V

Jt. Plan Commission and Town Board Meeting

The Bristol Town Board and Planning Commission will hold a Joint meeting on Monday, February 13, 2023, at 6:00 p.m., located at the Bristol Town Hall, 7747 County Road N, Sun Prairie WI 53590.

AGENDA

- I. Order of Business
 - a. Call to Order
 - b. Pledge of Allegiance
 - c. Approval of Minutes: January 9, 2023, Jt. Plan-Board Mtg
 - d. Approval of Check Register for January 2023
- II. Public Comment – Items Not on The Agenda
- III. Parks Committee Report
- IV. Business
 - a. Discuss/Consider Approval of Memorial Bench at Starcrest Park by Friedhoff Family
 - b. Discuss/Consider Brooks Park Boundary Encroachment Letter to Residents
 - c. Discuss/Consider C.U.P. Permit to House Contractor Suites for Parcel #0911-122-8080-0, 1773 County Hwy V
 - d. Discuss/Consider Capital Area Regional Planning Commission (CARPC) agreement for Agreement Renewal Services for Zoning Mapping and Data
 - e. Discuss/Consider Capital Area Regional Planning Commission (CARPC) agreement for updating the Town's Comprehensive Plan
 - f. Discuss/Consider EMS Contract Renewal Through December 31, 2028
 - g. Discuss/Consider Grant Application for Stormwater Analysis
 - h. Discuss/Consider Final Decision for WI DOT TRID Project
 - i. Discuss Road Work Completed on Tam O'Shanter in 2022
- V. Set Future Meetings and Agendas
- VI. Adjourn.

Notice is hereby given that it is possible that a majority of the Town Board or other governmental body may be present at the above meeting of the Town Board to gather information about a subject over which they have ultimate decision-making responsibility. If such a majority is present, it will constitute a meeting of the Town Board or other governmental body under Wisconsin's Open Meeting Laws and is hereby being noticed as such, although only the Planning Commission and Town Board will take formal action at the above meeting. Any person who has a qualifying disability as defined by the American with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact the clerk at 608-837-6494, 7747 County Road N, Sun Prairie, WI 53590, at least 24 hours prior to the meeting so the necessary arrangements can be made to accommodate each request.

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
Jt. Plan Commission and Town Board Meeting
January 9, 2023, at 6:00 pm

ORDER OF BUSINESS

a. CALL TO ORDER

The meeting was called to order at 6:02pm by Chairman Derr. Board Members Present –Derr, Willison and Grove. Planning Commission Members Present: Steve Schwartzer, Sandy Dulin, Jim Ringelstetter, Travis Larson, and Brian Willison. Sign-in sheet on file in Clerk's office.

b. PLEDGE OF ALLEGIANCE – RECITED

c. APPROVAL OF MINUTES FROM DECEMBER 12, 2022, JT. PLAN-BOARD MEETING

Motioned by Willison and seconded by Grove to approve December 12, 2022, Jt. Planning-Board minutes as written. All ayes, Motion carried.

d. APPROVAL OF CHECK REGISTER FOR DECEMBER 2022 & TREASURER'S REPORT

Motioned by Grove and seconded by Willison to approve December 2022 check register. All ayes, Motion - carried. Motioned by Willison and seconded by Grove to approve the treasurer's report. All ayes, Motion carried.

PUBLIC COMMENT

Mark Veith spoke of the 170-acre Sun Prairie Golf Course and the future plan of options that would be allowed for the land if it is no longer a golf course. A resident inquired about talk of a wedding barn being building in Bristol. The Board replied that there is no wedding barn being presented to the Board, there currently is a barn being remodeled for personal use only by a resident. It was asked of why the board had Short-Term Rental Ordinance on a previous meeting agenda. The Board stated that they know Short-Term Rental homes are becoming popular and felt it is the town's best interest to be proactive in starting the discussion, as an ordinance could set some guidelines.

BUSINESS

a. DISCUSSION/CONSIDER CAPITAL AREA REGIONAL PLANNING COMMISSION (CARPC) AGREEMENT FOR UPDATING THE TOWN'S COMPREHENSIVE PLAN

Motioned by Grove and seconded by Willison moved to table this item until receiving a corrected agreement. All ayes, Motion carried.

b. DISCUSS/CONSIDER REZONE FROM B-1 (LEGACY) TO COM FOR PARCEL #0911-122-8080-0, 1773 COUNTY HWY V

Steve Bursaw described his plans to construct storage units with contractor offices. The offices would both have a small bathroom for employees. Discussion occurred about an old drain tile that runs through the parcel and is still needed for water control of area properties. Planning - Motioned by Dulin and seconded by Ringelstetter to approve the rezone from B-1 (Legacy) to COM for Parcel #0911-122-8080-0, 1773 County Hwy V. All ayes, Motion carried. Board - Motioned by Willison and seconded by Grove to approve the rezone from B-1 (Legacy) to COM for Parcel #0911-122-8080-0, 1773 County Hwy V. All ayes, Motion carried.

c. DISCUSS/CONSIDER C.U.P. PERMIT TO CONSTRUCT A SERIES OF STORAGE UNIT BUILDINGS FOR PARCEL #0911-122-8080-0, 1773 COUNTY HWY V

Planning – Motioned by Dulin and seconded by Willison to approve the Findings of Facts for the C.U.P. permit for Parcel #0911-122-8080-0, 1773 County Hwy V to construct storage units. All ayes, Motion

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carried. Board – Motioned by Willison and seconded by Grove to approve the Findings of Facts for the C.U.P. permit for Parcel #0911-122-8080-0, 1773 County Hwy V to construct storage units. All ayes, Motion carried.

Planning – Motioned by Willison and seconded by Dulin to approve the C.U.P. Conditions for storage units only and no living quarters shall be allowed; the approval is contingent upon a submittal of an additional C.U.P. for the Contractor suites. All ayes, Motion carried. Board - Motioned by Willison and seconded by Grove to approve the C.U.P. Conditions for storage units only and no living quarters shall be allowed; the approval is contingent upon a submittal of an additional C.U.P. for the Contractor suites. All ayes, Motion carried.

d. DISCUSS/CONSIDER REZONE AND CSM APPROVAL TO CREATE A LOT FOR A HOUSE IN THE FUTURE FOR PARCEL #0911-074-9120-0, 7431 NORWAY RD

Larry Gunderson stated he would like to start building the house in a couple of months. Discussion occurred if this would be considered a split and the Planning Commission & Board confirmed that this is not considered a split and the remainder parcel has no building rights. Register of Deeds filing is required.

Planning – Motioned by Schwartzer and seconded by Larson to approve the CSM and rezone of two acres from AG to SFR for Parcel #0911-074-9120-0, 7431 Norway Rd. All ayes, Motion carried. Board – Motioned by Grove and seconded by Willison to approve the CSM and rezone of two acres from AG to SFR for Parcel #0911-074-9120-0, 7431 Norway Rd. All ayes, Motion carried.

e. DISCUSS/CONSIDER C.U.P. APPROVAL TO CONSTRUCT A BATHROOM IN AN OUTBUILDING FOR PARCEL #0911-074-9120-0, 7431 NORWAY RD

Gunderson would like to install a bathroom in the barn for personal use only. Motioned by Dulin and seconded by Ringelstetter to approve the Conditions & Finding of Facts for the C.U.P. to construct a bathroom in an outbuilding for Parcel #0911-074-9120-0, 7431 Norway Rd. All ayes, Motion carried.

Board - Motioned by Grove and seconded by Willison to approve the Conditions & Finding of Facts for the C.U.P. to construct a bathroom in an outbuilding for Parcel #0911-074-9120-0, 7431 Norway Rd. All ayes, Motion carried.

SET FUTURE MEETINGS AND AGENDAS

Jt. Planning-Board Meeting – February 13, 2022, at 6:00 pm

ADJOURN

Planning - Motioned by Dulin and seconded by Larson to adjourn at 7:27 p.m. All ayes, Motion carried.
Board - Motioned by Grove and seconded by Willison to adjourn at 7:27 p.m. All ayes, Motion carried.

Submitted by Kim Grob, Clerk-Treasurer

The Town of Bristol

Account QuickReport

As of January 31, 2023

Type	Date	Num	Name	Memo	Amount
1001 - Bank of SP - cash & investments					
100 - General Fund					
Liability Check	01/05/2023		QuickBooks Payroll S...	Created by Payroll Service on 01/0...	-300.14
Liability Check	01/05/2023		QuickBooks Payroll S...	Created by Payroll Service on 01/0...	-6,940.88
Bill Pmt -Check	01/05/2023	29225	Alan Rogers 1	56901 - 6 mtgs Plan Comm 2022	-300.00
Bill Pmt -Check	01/05/2023	29226	James Ringelstetter	56901 - Apr, Jul, Oct, Nov Plannin...	-200.00
Bill Pmt -Check	01/05/2023	29227	Keith Arnold	56901 - Jun, Sept Plan Comm Pay	-150.00
Bill Pmt -Check	01/05/2023	29228	Sandra Dulin	56901 - 7 mtgs Planning Comm 20...	-350.00
Bill Pmt -Check	01/05/2023	29229	Steven Schwartzer	56901 - 6 mtgs Planning Comm 20...	-300.00
Bill Pmt -Check	01/05/2023	29230	Travis Larson	56901 - Apr, Jun, Dec Plan Comm...	-150.00
Bill Pmt -Check	01/05/2023	29231	Associated Appraisal ...	51501 - Assessment of Property; ...	-1,760.44
Bill Pmt -Check	01/05/2023	29232	Dane County Clerk	51418 - Election Modem Charges ...	-60.00
Bill Pmt -Check	01/05/2023	29233	DANE COUNTY TRE...	VOID:Issued in Error	0.00
Bill Pmt -Check	01/05/2023	29234	Decker Supply Comp...	53341 - Signs & Posts	-76.95
Bill Pmt -Check	01/05/2023	29235	General Engineering ...		-1,530.00
Bill Pmt -Check	01/05/2023	29236	Insight FS		-1,259.47
Bill Pmt -Check	01/05/2023	29237	Kasieta Legal Group ...	51320 - Opt-out Zoning Fees	-54.16
Bill Pmt -Check	01/05/2023	29238	Kim Grob	8/9 & 11/8 Election Hazard Pay	-200.00
Bill Pmt -Check	01/05/2023	29239	LRS		-407.00
Bill Pmt -Check	01/05/2023	29240	Lynnette Johnson	8/9 & 11/8 Election Hazard Pay	-200.00
Bill Pmt -Check	01/05/2023	29241	Truck Country		-7,831.24
Bill Pmt -Check	01/05/2023	29242	US Cellular	514061 - December Cell Phone C...	-158.94
Bill Pmt -Check	01/05/2023	29243	Visa - Cardmember S...		-238.17
Bill Pmt -Check	01/05/2023	29244	Weber Tires	53607 - (4) Disposal of Tires	-16.00
Liability Check	01/05/2023	E-pay	United States Treasury	39-6005805 QB Tracking # 11383...	-2,082.58
Paycheck	01/06/2023	DD30...	Willison, Brian L	Direct Deposit	0.00
Paycheck	01/06/2023	DD30...	Grob, Kimberly M	Direct Deposit	0.00
Paycheck	01/06/2023	DD30...	Johnson, Lynnette R	Direct Deposit	0.00
Paycheck	01/06/2023	DD30...	Kraus, Jane L.	Direct Deposit	0.00
Paycheck	01/06/2023	DD30...	Koltes, Robert J	Direct Deposit	0.00
Paycheck	01/06/2023	DD30...	Ward, Dustin	Direct Deposit	0.00
Paycheck	01/06/2023	DD30...	Scherbarth, Reinhart G	Direct Deposit	0.00
Paycheck	01/06/2023	29224	Schultz, Daryl A		-856.92
Paycheck	01/06/2023	DD30...	Winters, Michael J	Direct Deposit	0.00
Bill Pmt -Check	01/09/2023	29247	Alliant Energy/WPL		-1,107.15
Bill Pmt -Check	01/09/2023	29248	COLONIAL CLUB	54600 - Senior Program 2023 Sup...	-8,000.00
Bill Pmt -Check	01/09/2023	29249	Dorn True Value	53303 - Shop Supplies	-33.54
Bill Pmt -Check	01/09/2023	29250	Frontier	514062 - Town Hall Phone Januar...	-91.68
Bill Pmt -Check	01/09/2023	29251	MG&E	514062 - Town Hall Phone Januar...	-1,379.59
Bill Pmt -Check	01/09/2023	29252	NAPA Auto Parts	53307 - Trucks - Maint./Repairs	-851.17
Bill Pmt -Check	01/09/2023	29253	Office Depot Busines...	51407 - Office Supplies	-485.00
Bill Pmt -Check	01/09/2023	29254	Pellitteri Waste Syste...	53604 - Recycle; 53606 - Trash - ...	-4,150.67
Bill Pmt -Check	01/09/2023	29255	Prairie Land Towing	53332 - Snow Expense for towing	-997.10
Bill Pmt -Check	01/09/2023	29256	Sundance BioClean Inc.	51603 - Building / Maint. - Office Cl...	-212.00
Bill Pmt -Check	01/09/2023	29257	Town Web Design LLC	51409 - Website Support/Maint./H...	-2,308.44
Bill Pmt -Check	01/09/2023	29258	US Cellular	51406 - Cellular Phone December ...	-158.94
Bill Pmt -Check	01/16/2023	29259	Associated Appraisal ...		-35,200.85
Bill Pmt -Check	01/16/2023	29260	Burke Truck & Equip...		-2,581.51
Bill Pmt -Check	01/16/2023	29261	Columbus School Dist...	24620 - January Settlementy 2022...	-213,174.96
Bill Pmt -Check	01/16/2023	29262	Dane County Highway...	53330 - Road Brine	-165.00
Bill Pmt -Check	01/16/2023	29263	Dane County Treasur...	24310 - January Settlement 2022 ...	-934,058.04
Bill Pmt -Check	01/16/2023	29264	DeForest School Distr...	24610 - January Settlement 2022 ...	-11,332.82
Bill Pmt -Check	01/16/2023	29265	Horstman Networks	514062 - January 2023 Internet Se...	-65.00
Bill Pmt -Check	01/16/2023	29266	Insight FS		-4,222.91
Bill Pmt -Check	01/16/2023	29267	LRS		-407.00
Bill Pmt -Check	01/16/2023	29268	Madison Area Tech. ...	24700 - January Settlement 2022 ...	-220,605.78
Bill Pmt -Check	01/16/2023	29269	Madison Sand & Gravel	53308 - Gravel/Stone/Cold Mix	-360.52
Bill Pmt -Check	01/16/2023	29270	Skallitzky Drainage LLC	533192 - 15" Culvert Bristol Rd	-862.50
Bill Pmt -Check	01/16/2023	29271	Stranders Sanitary Se...	51601 - Buidling Maint Septic Syst...	-191.60
Bill Pmt -Check	01/16/2023	29272	Sun Prairie School Di...	24600 - January Settlement 2022 ...	-2,932,729.68
Bill Pmt -Check	01/16/2023	29273	Superior Chemical Co...	53303 - Shop Supplies	-138.21
Bill Pmt -Check	01/16/2023	29274	Town of Bristol 1	41110 - Septic Fee 2022 Tax Bill	-9.54
Bill Pmt -Check	01/16/2023	29275	Transportation Develo...	51104 - 2023 TDA Membership	-235.00
Bill Pmt -Check	01/16/2023	29276	Wisconsin Municipal ...	51411 - 2023 Membership WMCA	-65.00
Bill Pmt -Check	01/16/2023	29277	Wisconsin Towns Ass...	51104 Town Advocacy Council	-1,124.75
Bill Pmt -Check	01/16/2023	29278	Yes Equipment & Ser...	53306 - Machine Maint & Repair	-3,359.57
Liability Check	01/18/2023	E-pay	United States Treasury	39-6005805 QB Tracking # 18551...	-1,958.64
Liability Check	01/18/2023	E-pay	Wisconsin Departmen...	39-6005805 QB Tracking # 19078...	-563.09
Liability Check	01/19/2023		QuickBooks Payroll S...	Created by Payroll Service on 01/1...	-6,235.36
Liability Check	01/19/2023		QuickBooks Payroll S...	Created by Payroll Service on 01/1...	-1,394.95
Paycheck	01/20/2023	DD30...	Grob, Kimberly M	Direct Deposit	0.00
Paycheck	01/20/2023	DD30...	Johnson, Lynnette R	Direct Deposit	0.00
Paycheck	01/20/2023	DD30...	Scherbarth, Reinhart G	Direct Deposit	0.00
Paycheck	01/20/2023	DD30...	Ward, Dustin	Direct Deposit	0.00

The Town of Bristol
Account QuickReport
As of January 31, 2023

Type	Date	Num	Name	Memo	Amount
Paycheck	01/20/2023	DD30...	Winters, Michael J	Direct Deposit	0.00
Paycheck	01/20/2023	DD30...	Kraus, Jane L.	Direct Deposit	0.00
Paycheck	01/20/2023	DD30...	Derr, Gerald H	Direct Deposit	0.00
Paycheck	01/20/2023	DD30...	Grove, Benjamin A	Direct Deposit	0.00
Total 100 · General Fund					-4,416,240.45
Total 1001 · Bank of SP - cash & investments					-4,416,240.45
TOTAL					-4,416,240.45

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

a.

12:48



Memorial Park ...
emorialparkbench1.com



A Celebration of Benches



Use Recycled Materials

For every bench sold 540 milk jugs don't go to landfills.

To date we have kept over 2 million milk jugs from going to landfills

Built For You

You will never find a better park bench at a better price.

We will make your Memorial Park Bench the way you want it!



12:55 w n



X The Roudebush...
roudebushco.com



Custom Benches by the Roudebush Co.



Custom Benches

<http://roudebushco.com>



Buddy Benches

<http://buddybench1.com>



Memorial Park Benches
Remember your loved ones with class!



By The Roudebush Co. - since 1981
1-574-595-7115

Memorial Park Benches

<http://memorialparkbench1.com>



TOWN OF BRISTOL
Cover Sheet for Agenda Packet Section

IV. Business

b.

February 7, 2022

Hello Brooks Ridge Park Neighbor,

The Bristol Parks Committee wanted to update you on our plans to continue to better define the park boundaries. In June of last year, we asked all properties adjacent to the park to remove personal property from the park and discontinue mowing beyond personal property lines. We appreciate those who followed that request.

For those who didn't, we want to provide tips for identifying your property lines. As of April 30, 2023, all park land needs to be returned to its original state. After that date, any items on park land will be removed at the owner's expense. This includes but is not limited to fire pits, fencing, gardens, firewood, and other personal property. All permanent plantings, like trees, will be considered a gift to the park. If you are unsure where your property lines are, here are some pointers to identify your property line.

1. Look for the 3ft tall, wooden PARK posts dotting the park edges. Align the posts as a guide.
2. Look for your buried metal property stakes at the back corners of your lot. These are sometimes visible at ground level but are easiest found using a metal detector.
3. Use your outside cable boxes as a guide. These are usually installed at the back of your lot very near the edge of your property. You can usually stand and look down the neighborhood back lots and visualize the property line based on where their boxes align.

We recognize there are 3 easements to the walking trail and we are looking to hire a surveyor to mark out these easements.

1. Between 6630 and 6614 Parkway Drive
2. Between 6630 and 6624 Longhorn Lane (existing)
3. Between 2863 and 2857 Country Drive

We appreciate your assistance and want to be sure the messaging and expectations are the same for all whose property is adjacent to the park. If you have any questions, please contact the Town of Bristol at 608-837-6494.

Thank you,

Town of Bristol Parks Committee

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

c.

CONDITIONAL USE APPLICATION

TOWN OF BRISTOL • 7747 COUNTY ROAD N • SUN PRAIRIE, WI 53590
 PHONE (608) 837-6494 • FAX (608) 834-6494 • www.tn.bristol.wi.gov

PERMIT #:

Permit Fee: \$ _____ Fee Paid: ☐

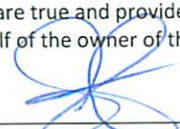
Approved By: _____

Approval Date: / /

Items that must be submitted with your application:

- Written Legal Description of Conditional Use Permit boundaries.
- Scaled Drawing of the property showing existing/proposed buildings, setback requirements, driveway, parking area, outside storage areas, location/type of exterior lighting, any natural features, and proposed signs.
- Scaled map showing neighboring area land uses and zoning districts.
- Written operations plan describing the items listed below (additional items needed for mineral extraction sites).
- Written statement on how the proposal meets the 6 standards of a Conditional Use.

OWNER	AGENT (Contractor, Coordinator, Other)
NAME <u>STEVE BURSAR</u>	CONTACT NAME
BUSINESS NAME or CO-OWNER'S NAME (if applicable) <u>1773 Hwy V LLC</u>	BUSINESS NAME (if applicable)
MAILING ADDRESS <u>1756 TAM-O-SHANTER TRAIL</u>	MAILING ADDRESS
CITY, STATE, ZIP <u>SUN PRAIRIE WI 53590</u>	CITY, STATE, ZIP
DAYTIME PHONE # <u>608-444-6246</u>	DAYTIME PHONE #
EMAIL <u>Sbursaw@GLSUTILITY.com</u>	EMAIL

LAND INFORMATION	
Town: <u>BRISTOL</u>	Parcel Numbers Affected: <u>0911-122-8080-0</u>
Section: <u>12-9-11</u>	Property Address or Location: <u>1773 Hwy V</u>
Existing/Proposed Zoning District	<u>EXISTING B1 LOCAL BUSINESS DISTRICT, PROPOSED - COMMERCIAL</u>
Type of Activity Proposed:	<u>CONTRACTOR OFFICE SUITES</u>
<input type="checkbox"/> Hours of Operation <u>7A-5P</u> <input type="checkbox"/> Number of Employees <u>2</u> <input type="checkbox"/> Anticipated customers <u>VARIES</u> <input type="checkbox"/> Outside Storage <u>NOT ANTICIPATED</u> <input type="checkbox"/> Outdoor activities <u>NONE</u> <input type="checkbox"/> Outdoor Lighting <u>MINIMAL</u> <input type="checkbox"/> Outside loudspeakers <u>NONE</u> <input type="checkbox"/> Proposed signs <u>ON THE BUILDING</u> <input type="checkbox"/> Trash removal <u>BI MONTHLY</u> <input type="checkbox"/> Six Standards of CUP (see back)	
The statements provided are true and provide an accurate depiction of the proposed land use. I authorize that I am the owner or have permission to act on behalf of the owner of the property.	
Signature: 	Date: <u>11-2023</u>

Six Standards of a Conditional Use Permit

Provide an explanation on how the proposed land use will meet all six standards.

1. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

THIS CUP WILL BE OPERATED DURING NORMAL BUSINESS HOURS
BY EMPLOYEES OF THE TENANTS

2. The uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by establishment, maintenance or operation of the conditional use.

THE OFFICE SUITES BLDG DRIVEWAY & PARKING LOT WILL HAVE
ALL WEATHER SURFACE & WILL BE LIT BY WALL PAKS ON THE BUILDING.
OUT DOOR LIGHTING TO BE DOWN SHROUDED OR OTHERWISE DIRECTED AWAY
FROM ADJOINING PROPERTIES AND PUBLIC RIGHT OF WAYS

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

ALL MATERIALS STORED AT THE FACILITY SHALL BE INDOORS.
NO OUTSIDE STORAGE OR DUMPING IS ALLOWED

4. That adequate utilities, access roads, drainage and other necessary site improvements have been or are being made.

THE OFFICE SUITES SHALL MEET THE VEGETATIVE BUFFER
REQUIREMENTS IN ACCORDANCE WITH 1.0641 OF THE TOWN
ZONING CODE.

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

THE OFFICE SUITES BUILDING SHALL MEET THE
REQUIRED SET BACKS

6. That the conditional use shall conform to all applicable regulations of the district in which it is located.

THIS CUP SHALL BE LIMITED TO THE PROPOSED OFFICE
SUITES BUILDING SHOWN IN THE NOVEMBER 2022 SITE PLAN

CONDITIONAL USE PERMIT

Town of Bristol Conditional Use Permit

2023- Al Tamemmi CUP #2

The Town Board of the Town of Bristol does hereby:

GRANT Conditional Use Permit

CUP #2 for Contractor Suites

in accordance with the Town of Bristol Comprehensive Plan and Zoning Code.

EFFECTIVE DATE OF PERMIT:

February 13, 2023

The conditional Use Shall Be Located on the Property Described as Follows:

Tax Parcel 0911-122-8080-0, 1773 CTH V, Sec 12-9-11 part in NE1/4 of NW1/4, Town of Bristol, Dane County, Wisconsin.

CONDITIONS:

1. This CUP will be operated during normal business hours by employees of each contractor suite.
2. All materials stored at the facility for the proposed contractor suites shall be indoors. No outside storage or dumping is allowed.
3. All proposed buildings shall meet the required setbacks.
4. This CUP shall be limited to the proposed uses identified in the recorded deed restriction as approved by the Town of Bristol. Any uses other than those listed will require approval by the Town of Bristol, an amendment to this CUP and to the deed restriction.
5. The contractor suites area and rest of the property shall be maintained in a clean and orderly manner.

FINDINGS OF FACT:

The Board of Supervisors, After Public Hearing and in their consideration of the Conditional Use Permit Made the Following Finding of Fact:

1. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.
2. The uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by establishment, maintenance, or operation of the conditional use.
3. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. That adequate utilities, access roads, drainage and other necessary site improvements have been or are being made.
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. The conditional use shall conform to all applicable regulations of the district in which it is located.

Expiration of Permit

Per Town of Bristol Zoning Code, Subchapter IX, 1.095: If a use or activity associated with a previously approved conditional use ceases for 365 days or more after first being established on the property, the use will be deemed to have been terminated and the property owner or authorizing agent must reapply and obtain another conditional use before recommencing the use or activity.

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

d.



AGREEMENT BETWEEN THE TOWN OF BRISTOL AND THE CAPITAL AREA REGIONAL PLANNING COMMISSION FOR PLANNING SERVICES

Parties: This agreement ("Agreement") is by and between the Town of Bristol, 7747 County Road N, Sun Prairie, WI 53590, hereafter "Town" and Capital Area Regional Planning Commission, 100 State St, Ste 400, Madison, WI 53703-2573, hereafter "CARPC" (each, a "Party" and collectively, the "Parties").

Term: The term of this Agreement is January 1, 2023, through December 31, 2024. This Agreement shall only be renewed by written agreement between the Parties.

Scope of Services: CARPC will provide maps and data ("Services") at the Town's request including:

- Zoning based on a parcel number table or areas not matching tax parcel boundaries
- School district
- Elevation
- Future land use plan
- Existing land use
- Listing of property owners within a certain distance
- Base map
- Environmentally sensitive area (floodplain, wetland, steep slopes)
- Data and maps to support the Farmland Preservation program in a Town
- Other data services available from CARPC requested by the Town

CARPC staff will make data available through a web browser interface. Requests for Services in any media other than online may incur additional charges.

Requests for Service: To obtain Services, the Town will provide a written request to CARPC that describes the desired data and maps and includes an approximation map that delineates the location of the area to be rezoned and the district into which it is being zoned.

When the Town completes a rezoning, it will provide to CARPC the following:

- a. A to-scale map of the area that is to be rezoned along with a letter from the zoning administrator, with whom the Town contracts for zoning services, indicating the area has been rezoned; and
- b. A copy of the minutes from the Town Board from the meeting at which the zoning change was approved, or a letter signed by the Town Clerk stating that the zoning change was approved.



Upon receipt of the above, CARPC will update Town maps as needed to reflect the zoning changes.

If, due to unforeseen circumstances, CARPC is unable to provide requested Services within the agreed upon time period, CARPC will notify the Town in writing and provide a revised date of delivery of data and maps.

The Town may cancel its request for Services in writing with three (3) business days' notice at any time, after which CARPC will invoice the Town for hours of Services performed up to the date of cancellation.

Payment: Services will be provided at the actual hourly salary plus fringe, direct, and indirect costs. Additionally, any large format printing will be invoiced at five dollars (\$5.00) per linear foot. CARPC will invoice the Town following receipt by the Town of completed Services. CARPC is authorized to invoice the Town, without further permission needed, for any Services rendered related to zoning map updates, or as requested, with a cost less than or equal to one hundred-fifty dollars (\$150.00). For Services that are estimated to cost more than one hundred-fifty dollars (\$150.00), CARPC will send the Town an estimate of staff hours required, length of time to complete the request, and cost to the Town. Upon receipt of a written acceptance by the Town, CARPC will prepare and deliver the Services.

Payment of invoices by the Town are due to CARPC within thirty (30) days of receipt by the Town of an invoice. If the Town has any outstanding invoices that are more than thirty (30) days past due, the Town will need to pay the balance due before CARPC performs any future work for the Town.

Term: This Agreement is effective when signed by both CARPC and the Town. It expires on December 31, 2024. Either party may withdraw at any time from this MOU with thirty (30) days prior written notice.

Non-Discrimination: During the term of this Agreement, the Parties agree to abide by their respective policies of non-discrimination and affirmative action. Further, the Parties agree that this agreement does not subject either party to the other's jurisdiction for the determination of such matters.

Limitation of Liability: Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, in no event is CARPC liable in contract, tort (including negligence) or otherwise for any special, incidental, or consequential damages arising out of or relating to the services provided pursuant to this Agreement. To the fullest extent allowed by law, CARPC's liability to the Town or any other persons or entities is limited to the amounts received by CARPC in payment for the services rendered under the terms of this Agreement. Furthermore, nothing contained within this Agreement is intended to be a waiver or estoppel of CARPC or its insurer to rely upon the limitations, defenses, and immunities contained within the Wisconsin Statutes, including, without limitation, Wis. Stat. § 893.80.



Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Indemnification: To the fullest extent permitted by law, the Town agrees to save, indemnify, hold harmless CARPC, its officers, directors, employees, representatives, and agents from and against any claims, actions, proceedings, losses, judgments, penalties, fines, damages, liabilities, or costs and expenses (including reasonable attorneys' fees) based upon or arising out of The Town's usage of the Services provided by CARPC under this Agreement.

Independent Contractor: It is the intention of the parties that CARPC shall be an independent contractor in the performance of the work, and that nothing contained herein shall be construed to be inconsistent with CARPC's status as an independent contractor. It is understood that the fees or any other amounts the Town pays CARPC under this Agreement shall not be considered salary for pension purposes, and CARPC will not be entitled to any of the other fringe and supplemental benefits of the Town, nor will the Town withhold any social security (FICA) or similar contributions from CARPC's fee. CARPC is responsible for the payment of all payroll taxes or contributions to its personnel performing services hereunder and shall be liable for failure to do so.

Governing Law; Jurisdiction. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws rules.

Arbitration: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules. As an alternative to AAA, the Parties may elect to have the matter resolved by a single arbitrator that they mutually select. The place of arbitration shall be Madison, Wisconsin. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.



Entire Agreement: This Agreement supersedes any previous agreement or undertakings. It may not be modified except in writing executed by both Parties.

Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by individuals and officers duly authorized on the dates noted below.

CAPITAL AREA REGIONAL PLANNING COMMISSION

TOWN OF BRISTOL

By: Steve Steinhoff

Steve Steinhoff

Agency Director

Capital Area Regional Planning Commission

Date: January 13, 2022

By: _____

Gerald Derr

Board Chairperson

Town of Bristol

Date: _____

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

e.



AGREEMENT BETWEEN THE TOWN OF BRISTOL AND THE CAPITAL AREA REGIONAL PLANNING COMMISSION FOR PLANNING SERVICES

Parties: This agreement ("Agreement") is by and between the Town of Bristol, 7747 County Road N, Sun Prairie, WI 53590, hereafter "Town" and Capital Area Regional Planning Commission, 100 State St, Ste 400, Madison, WI 53703-2573, hereafter "CARPC" (each, a "Party" and collectively, the "Parties").

Term: The term of this Agreement is January 1, 2023, through March 31, 2024. This Agreement shall only be renewed by written agreement between the Parties.

Scope of Services: CARPC staff will guide the Town through a substantial update to its Comprehensive Plan adopted in 2005. Work by CARPC staff will include meeting facilitation, community outreach via a survey, document writing, demographic projections, and production of associated maps and graphics meeting document requirements outlined in the 1999 "Smart Growth" legislation. Special attention will be paid to analysis of current assumptions and policies on residential growth, current planning challenges identified by the Town, and to coordinate planning goals with other governmental entities such as those recently adopted by CARPC in the *Regional Development Framework*. An outline of proposed plan contents, general timeline, and deliverables are included in **Attachment A**.

Payment: Total cost for the required elements to be provided by CARPC will not exceed \$24,452.42. CARPC will invoice the Town for the actual hourly salary plus fringe and indirect costs quarterly. Payment from the Town to CARPC will be due within 30 days of the date of the invoice. Estimated cost of services is outlined in **Attachment B**.

Non-Discrimination: During the term of this Agreement, the Parties agree to abide by their respective policies of non-discrimination and affirmative action. Further, the Parties agree that this agreement does not subject either party to the other's jurisdiction for the determination of such matters.

Limitation of Liability: Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, in no event is CARPC liable in contract, tort (including negligence) or otherwise for any special, incidental, or consequential damages arising out of or relating to the services provided pursuant to this Agreement. To the fullest extent allowed by law, CARPC's liability to the Town or any other persons or entities is limited to the amounts received by CARPC in payment for the services rendered under the terms of this Agreement. Furthermore, nothing contained within this Agreement is intended to be a waiver or estoppel of CARPC or its insurer to rely upon the limitations, defenses, and immunities contained within the Wisconsin Statutes, including, without limitation, Wis. Stat. § 893.80.



Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Indemnification: To the fullest extent permitted by law, the Town agrees to save, indemnify, hold harmless CARPC, its officers, directors, employees, representatives, and agents from and against any claims, actions, proceedings, losses, judgments, penalties, fines, damages, liabilities, or costs and expenses (including reasonable attorneys' fees) based upon or arising out of The Town's usage of the Services provided by CARPC under this Agreement.

Independent Contractor: It is the intention of the parties that CARPC shall be an independent contractor in the performance of the work, and that nothing contained herein shall be construed to be inconsistent with CARPC's status as an independent contractor. It is understood that the fees or any other amounts the Town pays CARPC under this Agreement shall not be considered salary for pension purposes, and CARPC will not be entitled to any of the other fringe and supplemental benefits of the Town, nor will the Town withhold any social security (FICA) or similar contributions from CARPC's fee. CARPC is responsible for the payment of all payroll taxes or contributions to its personnel performing services hereunder and shall be liable for failure to do so.

Governing Law; Jurisdiction. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws rules.

Arbitration: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules. As an alternative to AAA, the Parties may elect to have the matter resolved by a single arbitrator that they mutually select. The place of arbitration shall be Madison, Wisconsin. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Entire Agreement: This Agreement supersedes any previous agreement or undertakings. It may not be modified except in writing executed by both Parties.

Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.



IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by individuals and officers duly authorized on the dates noted below

CAPITAL AREA REGIONAL PLANNING COMMISSION

TOWN OF BRISTOL

By: Steve Steinhoff

Steve Steinhoff

Agency Director

Capital Area Regional Planning Commission

By: _____

Gerald Derr

Board Chairperson

Town of Bristol

Date: January 13, 2022

Date: _____



Attachment A:

Town of Bristol *Comprehensive Plan* Scope of Work

Proposed Deliverables (not chronological)

1. **Manage the Planning Process**—CARPC staff will familiarize themselves with the Town's relevant planning documents. They will facilitate an initial working session with the Town to discuss past planning efforts and foreseeable challenges and opportunities in the upcoming process. CARPC staff will also facilitate up to six meetings with the Plan Commission and members of the general public to solicit feedback and discuss findings at various points in the planning process. CARPC staff will attend two Town Board meetings for a public hearing on the Comprehensive Plan and for its adoption.
2. **Area Plan Review**
 - a. CARPC staff will evaluate Town planning goals and objectives relative to the recently adopted Regional Development Framework. CARPC staff will also seek input from the Greater Madison Metropolitan Planning Organization (MPO) on potential changes in regional transportation systems that could impact town residents. For the purposes of writing the Comp Plan, CARPC staff will paint the "larger picture," illustrating where the Town's planning efforts can assist and be assisted by its neighbors' to achieve a more collaborative, harmonious, and mutually beneficial future between area municipalities.
 - b. CARPC staff will review the following local plans and identify factors that Bristol should consider in its planning process
 - i. City of Sun Prairie Comp Plan
 - ii. Village of Windsor Comp Plan
 - iii. Sun Prairie School District Plans
 - c. CARPC staff will also conduct a cursory review of the following looking for possible areas of mutual interest, e.g. farmland preservation areas, Agricultural Enterprise Area designation, environmental resource protection, etc.
 - i. T Columbus Comp Plan (Columbia Co.)
 - ii. T Leeds Comp Plan (Columbia Co.)



- iii. T Hampden Comp Plan (Columbia Co.)
 - iv. T York Comp Plan
 - v. T Medina Comp Plan
 - vi. Deansville State Wildlife Area, Deansville Fen State Natural Area, Patrick Marsh Wildlife Area plans
3. **Conduct Web-Based Survey**—CARPC staff will work with Town staff to design an online survey of residents. CARPC will host/distribute the survey with help getting the word out from the Town through methods such as attaching notices to utility bills, assembling email lists, etc.
 4. **Create Demographic and Housing Projections**—CARPC staff will develop projections to 2050 based on existing conditions (status quo) and will offer two alternatives based on their analysis of conditions that could impact the Town in the coming decades.
 5. **Generate Contextual, Supporting Data**—CARPC staff will recreate and update data in the 20 figures and 10 maps currently found in the Town Comp Plan.
 6. **Create Graphic Layout and Author Planning Document**—CARPC staff will create an attractive and professional document with graphic design based on available examples of the Town's brand. The document will be created with primarily digital (PDF) distribution in mind and print distribution optional/at Town expense. The document will include text, color graphics, maps, photos, and diagrams covering the nine Comp Plan elements.

Plan Contents

1. Chapters covering the following elements, as required by the 1999 state "Smart Growth" law:
 - a. Issues and Opportunities
 - b. Housing
 - c. Transportation
 - d. Utilities and Community Facilities
 - e. Agricultural, Natural, and Cultural Resources
 - f. Economic Development
 - g. Intergovernmental Cooperation
 - h. Land Use
 - i. Implementation



2. Statement of goals and objectives for the above elements
3. Summary of the planning process and public outreach used to arrive at the conclusions in the Comprehensive Plan
4. Discussion of historical and current Town statistics including demographics and presentation of demographic projections as well as maps and other data describing the topic areas listed above
5. Analysis and recommendations for special issues facing the Town...
 - a. Verifying current assumptions in the Comprehensive Plan and the Town's 2016-2017 review of land consumption, including:
 - i. 2% annual growth trend
 - ii. Limiting splits to 30 per year
 - iii. Limiting housing construction to 25 units per year (Possible "banking" of units to carry over from slower growth years)
 - iv. No more than 3 CSMs per year outside designated development areas
 - b. Discussing the current issues facing many area communities, including:
 - i. Number of allowable Animal Units (AU) by zoning
 - ii. Short-term rentals, e.g. AirBnB
 - iii. Wedding barns (see: Windsor's experience)
 - iv. Mother-in-law flats/Accessory Dwelling Units (ADUs)
 - v. Valuation of land and property
 - vi. Electrical transmission capacity to meet demand for electric vehicles
 - vii. Highspeed internet provision
 - viii. ATV/UTV regulation and paths
 - ix. Bicycle, pedestrian, and equestrian paths
 - x. Transfer of Development Rights (TDR) program
 - xi. Potential locations for solar energy generation
 - xii. Long-range transportation planning that may effect the Town
 - c. Intergovernmental Cooperation Potential
 - i. Review of Town plans in relation to the Regional Development Framework and coordination on applicable Goals, Objectives and Strategies therein.



- ii. Construction of subdivisions adjacent to the Town and within joint planning areas
- iii. Bicycle and pedestrian trails and park network access within and adjacent to the Town and its relationship to destinations like schools
- iv. Cooperation with City of Sun Prairie
 1. Understanding higher than expected growth rate and its effect on the Town
 2. City development of curb and gutter within Extra Territorial Zoning district
 3. Possible renewal of City of Sun Prairie and Town of Bristol boundary agreement

General Timeline

CARPC staff intend to complete most of the work on the Comprehensive Plan rewrite during the 2023 calendar year. Public hearings and final adoption by the Town Board could extend into the early part of 2024. Start and completion dates can be flexible and tailored to the Town's schedule. However, we suggest not scheduling major public outreach, resident surveys, and important public hearings during the summer months. We would also recommend against holding public input meetings or initial hearings from mid-November through early January. Farm activities for many residents dictate specific times of year as best for direct engagement: early in the calendar year until mid-April or after mid-September. Background research and document collection, reading existing plans, demographic data gathering, and projection work can be done early in the process. The general work of document design and preparation of the draft document for public input is best done over the summer.

1. January until mid-April
 - a. Data gathering and production of background materials
 - b. Initial CARPC-Town strategy meetings
 - c. CARPC-Plan Commission meetings
 - d. Public Survey and Public meeting reporting survey feedback
2. Mid-April until mid-September
 - a. Draft document creation



- b. Mid-summer check-in with Plan Commission members
- 3. Mid-September until November
 - a. Public meetings
 - b. Draft document comment period
 - c. Document revisions
- 4. Nov 2023 – Q1, 2024
 - a. Public hearing on document
 - b. Review of final document by Town Board
 - c. Adoption of document



Attachment B:
Cost Proposal
01/04/2023

Element	General Description of Activities	Staff	Rate	Hours	Cost
Data Collection and Analysis	Update tables and figures to 2020 Census or most recent (currently 2020) ACS 5-Year product data. Analysis of survey data. Coordination with County and State agencies for relevant data. Produce data where relevant.	Agency Director	\$157.58		\$ -
		Division Director	\$150.32		\$ -
		Senior Community Planner	\$119.72	8.0	\$ 957.76
		Environmental Engineer	\$107.19		\$ -
		GIS Specialist	\$93.89		\$ -
		Community Planner	\$87.47	4.0	\$ 349.88
		Environmental Planner	\$74.99	4.0	\$ 299.96
		Intern	\$37.21	12.0	\$ 446.55
				28.0	\$ 2,054.15
Research and Planning	Reviewing planning documents. Coordinating with neighboring municipal staff. Updating sections of old comp plan. Authoring new sections of comp plan.	Agency Director	\$157.58	6.0	\$ 945.48
		Division Director	\$150.32	6.0	\$ 901.92
		Senior Community Planner	\$119.72	18.0	\$ 2,154.96
		Environmental Engineer	\$107.19	10.0	\$ 1,071.90
		GIS Specialist	\$93.89		\$ -
		Community Planner	\$87.47	18.0	\$ 1,574.46
		Environmental Planner	\$74.99	18.0	\$ 1,349.82
		Intern	\$37.21	12.0	\$ 446.55
				88.0	\$ 8,445.09
Graphic Design	Create new comp plan document layout. Flow text from MS Word into InDesign.	Agency Director	\$157.58		\$ -
		Division Director	\$150.32		\$ -
		Senior Community Planner	\$119.72	24.0	\$ 2,873.28
		Environmental Engineer	\$107.19		\$ -
		GIS Specialist	\$93.89		\$ -
		Community Planner	\$87.47	24.0	\$ 2,099.28
		Environmental Planner	\$74.99		\$ -
		Intern	\$37.21		\$ -
				48.0	\$ 4,972.56
Mapping	Update existing maps; create new maps as required.	Agency Director	\$157.58		\$ -
		Division Director	\$150.32		\$ -
		Senior Community Planner	\$119.72	4.0	\$ 478.88
		Environmental Engineer	\$107.19		\$ -
		GIS Specialist	\$93.89	16.0	\$ 1,502.24
		Community Planner	\$87.47		\$ -
		Environmental Planner	\$74.99		\$ -
		Intern	\$37.21	8.0	\$ 297.70
				20.0	\$ 2,278.82
Meetings	Conduct meetings between CARPC and Bristol staff. Facilitate public meetings.	Agency Director	\$157.58	2.0	\$ 315.16
		Division Director	\$150.32	2.0	\$ 300.64
		Senior Community Planner	\$119.72	12.0	\$ 1,436.64
		Environmental Engineer	\$107.19	2.0	\$ 214.38
		GIS Specialist	\$93.89	2.0	\$ 187.78
		Community Planner	\$87.47	12.0	\$ 1,049.64
		Environmental Planner	\$74.99	2.0	\$ 149.98
		Intern	\$37.21		\$ -
				34.0	\$ 3,654.22
Administrative	Project oversight, billing, meeting material preparation, and incidental map/document printing.	Agency Director	\$157.58	2.0	\$ 315.16
		Division Director	\$150.32	1.0	\$ 150.32
		Senior Community Planner	\$119.72	3.0	\$ 359.16
		Environmental Engineer	\$107.19		\$ -
		GIS Specialist	\$93.89		\$ -
		Community Planner	\$87.47		\$ -
		Environmental Planner	\$74.99		\$ -
		Intern	\$37.21		\$ -
				6.0	\$ 824.64
Sub-Total				\$ 22,229.47	
10% markup applied to estimate to account for changes in billable rates, travel, non-salary material costs, and underestimating work				\$ 2,222.95	
Client will be charged actual cost of work performed not to exceed the quoted amount.				224.0	\$ 24,452.42

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

f.

**AMENDMENT NO. 1 TO AGREEMENT FOR EMERGENCY MEDICAL SERVICES
BETWEEN THE CITY OF SUN PRAIRIE AND TOWN OF BRISTOL**

The City of Sun Prairie and Township of Bristol, both located in Dane County, Wisconsin, executed an agreement for the provision of emergency medical services on December 6, 2017. This agreement will expire on December 31, 2022 and the parties wish to extend it by amending the previous agreement. (Attached as Exhibit 1)

The parties agree that for good and valuable consideration, the contract shall be amended as follows:

1. Section 2.01 is amended to read as follows:

2.01 Payment for Services

The Township shall annually pay the City under the McGrath formula, as explained in Attachment 1 of the previous agreement. The City will issue the Township an invoice each March, payable within 30 days.

2. Section 3.01 is amended to read as follows:

3.01 Term

This agreement, as amended from time to time, shall be for a period of five years commencing on January 1, 2023 and ending on December 31, 2028.

3. Section 3.04 is amended to read as follows:

3.04 Assignment

This contract shall not be assigned by either party without the prior written consent of the other party. The Township acknowledges that the City is in the process of consolidating the EMS and Fire Departments and services will be provided by personnel from a consolidated department.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers.

City of Sun Prairie

DocuSigned by:

Paul Esser, Mayor

1/25/2023

78A89CC77CCB4E3...

Paul Esser, Mayor

Date

Township of Bristol

Gerald Derr, Town Chair

Date

DocuSigned by:

Elena Hilby

1/25/2023

18482FE8F2094B8...

Elena Hilby, City Clerk

Date

Kim Grob, Clerk/Treasurer

Date

AGREEMENT

Pursuant to Section 86.0301 of the Wisconsin Statutes and in consideration of the mutual covenants hereinafter set forth, the City of Sun Prairie, (hereinafter referred to as the "City") and the Township of Bristol, County of Dane (hereinafter referred to as the "Township") hereby agree as follows:

SECTION I

1.01 Providing Ambulance Service

The City shall make ambulance emergency services available for sick, disabled and injured persons who are physically located within the corporate limits of the City of Sun Prairie and the Town of Bristol's corporate limits. In the event that both City ambulance units are unavailable to respond to an emergency service request made by a Bristol resident, an ambulance unit shall be provided by another agency as provided for through the Mutual Aid Agreement administered by Dane County. The City may provide ambulance services to other areas if authorized by the City Council, or requested by mutual aid agreements.

1.02 To Staff Ambulances

The City shall staff each ambulance used to transport patients with a minimum of two (2) licensed paramedics. At least one licensed paramedic shall be in the patient compartment when transporting a patient.

1.03 Insurance Coverages

- 1) Insurance coverage called for in paragraphs 2, 3, 4, and 5 will be provided by City of Sun Prairie, except as otherwise noted.
- 2) A comprehensive automobile liability insurance policy, which covers bodily injury or property damage arising out of or in any way, related to the ownership, operation or use of all ambulances, which are a part of Dane County Emergency Medical Services System. Such policy shall have limits of not less than \$1,000,000 for each occurrence.
- 3) Collision and physical damage insurance covering all damages to the ambulance in excess of \$2,000. The City provides coverage for one vehicle.
- 4) A general liability insurance policy which covers bodily injury or property damage arising out of, or in any way related to, the provision of first aid and emergency care procedures to sick, disabled, and injured persons by the City and its EMS department. Such policy shall have coverage limits of not less than \$1,000,000 for each occurrence. Said policy shall not be required to apply to professional services rendered by physicians and nurses.
- 5) The City provides worker's compensation for all full-time staff.
- 6) The City shall furnish the Township with certificates evidencing coverages required by this section at the request of the Town Clerk.

1.04 To Maintain Equipment

The City shall maintain all ambulances and equipment in an operable, safe, and sanitary condition.

1.05 To Repair and Replace Equipment

The City shall repair or replace ambulance, equipment or radios when such repair or replacement is necessitated by ordinary wear and tear, obsolescence, or use.

1.06 To Maintain Licenses

The City shall maintain, and keep in force, all necessary certifications and licensure as required in Wisconsin DHS chapter 110.

1.07 To Pay Deductible Portion of Insured Property Losses

The Township shall be responsible for payment of up to the first \$2,000 of repair expense for any collision or physical damages to a City ambulance with insurance coverage provided by Dane County, which occurs as a result of the City's ambulance responding to a request for service that originates in the Township. If the damage occurs to the ambulance covered under the City's insurance policy, the Township shall be responsible for payment of up to the City's deductible amount, which is currently at \$1,000 per incident. The City shall notify the Township if it increases the deductible amount on its auto physical damage insurance policy.

1.08 To Pay Deductible Portion of Insured Liability Losses

The Township shall be responsible for payment of up to the first \$50,000 of liability litigation (including defense costs) expenses, which occur as a result of the City's ambulance responding to a request for service, which originates in the Township.

1.09 To Maintain Records

The City shall prepare and maintain the following records:

- (A) A computer report of each ambulance run in a format approved by the State.
- (B) A list showing the names, addresses, and telephone numbers of all paramedics.

1.10 Bill for Services

Persons conveyed from within the Township shall be billed at the same rate in effect for City residents at the time of the conveyance. Persons conveyed shall be billed for loaded mileage per Council resolution.

1.11 To Permit Inspection

The City shall permit the Township:

- A) To inspect upon reasonable notice and during normal business hours, its records for the purpose of determining compliance with the provisions of this Agreement.
- B) To audit its financial records which pertain to the City Ambulance operation upon a thirty (30) days notice, during normal business hours, and without cost to the City.

SECTION II Duties of Township

2.01 Payment for Services

The Township shall pay to the City annually for services set forth in Section I of this Agreement as follows:

<u>YEAR</u>	<u>ANNUAL PAYMENT TO CITY</u>
2018	2017 Formula + ((McGrath Formula – 2017 Formula) (1/5))
2019	2017 Formula + ((McGrath Formula – 2017 Formula) (2/5))
2020	2017 Formula + ((McGrath Formula – 2017 Formula) (3/5))
2021	2017 Formula + ((McGrath Formula – 2017 Formula) (4/5))
2022	Cost as Calculated by McGrath Funding Formula

Payment shall be made to the City by the Township within thirty (30) days of receiving an invoice from the City. Said invoice shall be sent by the City during March of each year. Attachment 1, adopted herein by reference, contains an explanation of the 2017 formula and the McGrath formula.

2.02 Provide Maps and Information

The Township shall provide the City with detailed maps of all roads and sub-divisions within the Township and immediately inform the City of any changes, temporary or permanent.

SECTION III Miscellaneous Provisions

3.01 Term

This Agreement, as amended from time to time, shall be for a period of five years commencing on January 1, 2018 and ending on December 31, 2022. Section 2.01 will be negotiated annually for years 2019 through 2022.

3.02 Amendment

This contract may be amended at any time by unanimous written consent of all parties thereto at the time of amendment.

3.03 Title to Equipment

The City shall retain title to the ambulances, communications equipment, and medical, first aid, and extrication equipment funded pursuant to Section 1.

3.04 Assignment

This contract shall not be assigned by either party without the prior written consent of the other party.

3.05 Termination on Breach

If either party breaches any of the covenants undertaken herein, or any of the duties imposed upon it by this contract, such breach shall entitle the other party to terminate this Agreement, provided that the party desiring to terminate shall give the offending party at least thirty (30) days written notice, specifying the particulars in which a breach is claimed; and if at the end of such time the party so notified has not removed the cause of complaint, or remedied the purported breach, then the party not in breach shall have the right to terminate this agreement by written notice to the party in breach.

3.06 Notices

- (A) All notices required to be sent by this Agreement shall be deemed served as of the date of mailing if deposited in the U.S. Mails, with first class postage prepaid and addressed as follows:

- (1) For the City:

City Administrator's Office
City of Sun Prairie
300 E. Main Street
Sun Prairie, WI 53590

- (2) For the Township:

Town Clerk
Town of Bristol
~~6479 Highway "N"~~ 7747 County Road N
Sun Prairie, WI 53590

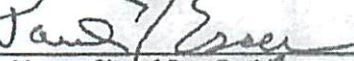
3.07 Effective Date

This agreement shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

CITY OF SUN PRAIRIE

By:

 12/16/2017
Mayor, City of Sun Prairie Date

By:

 12/16/2017
City Clerk, City of Sun Prairie Date

TOWNSHIP OF BRISTOL

By:

 12-1-2017
Town Chairman, Town of Bristol Date

By:

 12/1/2017
Clerk, Town of Bristol Date

Attachment 1

2017 Formula Explanation:

The Cost Allocation (percentage) is calculated by the addition of: 1) 80% of the three-year average of the proportionate share of the population of Bristol and the City of Sun Prairie; and, 2) 20% of the three-year average of the proportionate share of the runs for both Bristol and the City of Sun Prairie (excluding mutual aid).

This cost allocation is applied to the total of the following expenses:

- 1) Adjusted budgeted personnel which includes the supervisors and 2/3 of crew wages and fringes;
- 2) all budgeted operating costs including supplies, contractual services, professional development, the proportionate share of auto insurance related to the ambulances, and 10 percent of the utilities for the Westside Community Building; and,
- 3) the annual depreciation amount of 3 ambulances and any major capital purchases.

The above allocated expenses are then reduced by the corresponding revenue. The corresponding revenue is calculated by taking the total revenue budgeted times the adjusted budgeted expenses divided by the total budgeted expenses.

The final amount due is the calculation of budgeted expenses less the proportionate amount of budgeted revenue.

McGrath Funding Formula Explanation:

The cost allocation (percentage) is calculated using the following:

- Equalized Assessed Values (EAV) – the value placed on property for tax purposes is the tool used to bring all property to a uniform level of assessment.
- Population – based on permanent residents but if a significant influx occurs routinely during working hours etc. this figure can be substituted.
- Historical Usage – based on the past three years, what was the distribution of emergency responses to that municipality and what resource load did they place on the EMS department.

Each component gets a percentage based on a total of 100%. Then all three percentages are averaged for each jurisdiction (City of Sun Prairie and Town of Bristol) to give an overall percent of cost; when these two percentages are added they will equal 100%.

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

g.

No Packet Material For This Item

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

h.

No Packet Material For This Item

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

i.

No Packet Material For This Item