

**TOWN OF BRISTOL**  
**7747 County Road N, Sun Prairie WI 53590**  
***Jt. Plan Commission and Town Board Meeting***  
**March 11, 2024, at 6:00 pm**  
**REVISED**

The Bristol Town Board and Planning Commission will hold a Joint meeting on Monday, March 11, 2024, 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: February 12, 2024, Board Meeting
  - d. Approval of Check Register & Treasurer's Report for February 2024
- II. Public Comment – Items Not on The Agenda
- III. Parks Committee Report
- IV. Chairperson Report
- V. Business For Planning Comm. & Town Board
  - a. Discuss/Consider Amendment to Ordinance 1.075 *Structures Permitted Within Setbacks*
  - b. Discuss Proposed Storage Building on Parcel #0911-224-8370-0, Corner of Branch Road & Elder Lane
  - c. Discuss/Consider Request for Variance at 6798 Jamar Ct, Expansion of Residential Garage
  - d. Discuss Lov-It Brands Future Filing of a Specific Implementation Plan (SIP)
- VI. Business For Town Board
  - a. Discuss/Consider Approval of the 2024 Fly Dane Program Memorandum of Agreement (MOA)
  - b. Discuss/Consider Operator License for Randy J. Cochran, March 16, 2024 – June 30, 2024
  - c. Discuss/Consider Spring Burn Dates
- VII. Set Future Meetings and Agendas
- VIII. 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**  
**Town Board Meeting**  
**February 12, 2024, at 6:00 pm**

**ORDER OF BUSINESS**

**a. CALL TO ORDER**

The meeting was called to order at 6:00pm by Chairman Derr. Board Members Present – Derr and Grove. Absent: Willison. Sign-in sheet on file in Clerk's office.

**b. PLEDGE OF ALLEGIANCE – RECITED**

**c. APPROVAL OF MINUTES FROM JANUARY 8, 2024, BOARD MEETING AND FEBRUARY 5, 2024, SPECIAL BOARD MEETING**

Motioned by Grove and seconded by Derr to approve January 8, 2024, Board minutes with the addition of listing the full name of the fire unit. All ayes, Motion carried. Motioned by Grove and seconded by Derr to approve special board minutes as written. All ayes, Motion carried.

**d. APPROVAL OF CHECK REGISTER & TREASURER'S REPORT FOR JANUARY 2024**

Motioned by Grove and seconded by Derr to approve January 2024 check register. All ayes, Motion carried. Motioned by Grove and seconded by Derr to approve January 2024 Treasurer's Report. All ayes, Motion carried.

**PUBLIC COMMENT**

Derr reported that Attorney Mark Hazelbaker is finalizing zoning ordinance 1.075 Structures Permitted Within Setbacks and estimated to be coming to the town board for approval in March. Dan Everson asked what steps he would need to take for his proposed building to fall under the new ordinance. A review by the Zoning Administrator needs to occur to make sure the building complies. Candidate for Dane Co Board, Andrea Andrews spoke on her campaign. Todd Menzel inquired for zoning regulations on a property.

**PARKS COMMITTEE REPORT**

The Parks Committee is still in negotiations with the Soccer Club League for a field use agreement. Other business discussed was spring park clean-up, plans for reforesting Pearl Court Park, applying for grant for trees, park gathering scheduled for first weekend in June, creation of a 501c3 for the parks so can qualify for additional grants and signage is being discussed at the crosswalk at Longhorn by the HeyDay development.

**CHAIRPERSON REPORT**

- Conversation with Attorney Hazelbaker on the status of updating zoning ordinance 1.075 Structures Permitted Within Setbacks.
- Special Board meeting on February 5, 2024. Twin Lane Rd bid was awarded.
- Mike Winters, Public Works Assistant, is ending his employment with Bristol. The town is hiring to fill the position.

**BUSINESS**

**a. DISCUSSION/CONSIDER RESOLUTION NO. 2024-01 TO VACATE A SECTION OF "OLD" STONE QUARRY ROAD LYING SOUTH OF "ACTIVE" STONE QUARRY ROAD, C.S.M. #6763 AND EAST OF FLORENCE DR.**

There were no objections at the public hearing. Motioned by Grove and seconded by Derr to approve Resolution No. 2024-01 to vacate a section of "old" Stone Quarry Rd. All ayes, Motion carried.

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**February 12, 2024, at 6:00 pm**

**b. DISCUSS/CONSIDER WI DOT 6-20 FT. CULVERT AND BRIDGE INVENTORY PROGRAM AND COMPLETING THE FIRST STEP OF THE PROGRAM**

WI DOT announced a 6-20 ft culvert/bridge program. The first step for municipalities is to log an inventory of all culvert/bridges that fall in the 6-20ft length, with a reimbursement by the DOT of \$100 for each structure. Delmore Consulting is offering a discount on future work with the signing on to complete the inventory portion. Motioned by Grove and seconded by Derr to approve Delmore Consulting to complete the inventory of the town's 6-20 ft culvert/bridge inventory. All ayes, Motioned carried.

**c. DISCUSS/CONSIDER CREATING A POLICY FOR REMOTE MEETING ACCESS AND TELECONFERENCES**

Discussion occurred to create a policy for telephone conference and/or virtual meeting options. The board directed the Clerk to research equipment, cost, and operations of achieving remote meeting access and teleconferences. Motioned by Derr and seconded by Grove to table creating a policy for remote meeting access and teleconferences. All ayes, Motioned carried.

**SET FUTURE MEETINGS AND AGENDAS**

March 11, 2024 – Jt. Plan-Board Meeting with Comprehensive Plan updating

**ADJOURN**

Motioned by Grove and seconded by Derr to adjourn at 7:21 p.m. All ayes, Motion carried.

Submitted by Kim Grob, Clerk-Treasurer

**The Town of Bristol**  
**Account QuickReport**  
**As of February 29, 2024**

Type	Date	Num	Name	Memo	Amount
Liability Check	02/01/2024		QuickBooks Payroll Service	Created by Payroll Service on 01/31/2024	-7,437.32
Liability Check	02/01/2024		QuickBooks Payroll Service	Created by Payroll Service on 01/31/2024	-738.79
Paycheck	02/02/2024	29736	Schultz, Daryl A	Snowplowing	-923.13
Bill Pmt -Check	02/07/2024	29714	Alliant Energy/WPL	Twñ Hall, Recycle Cntr, Egre Pk, St. Lights, Ice Rink	-1,404.32
Bill Pmt -Check	02/07/2024	29715	Associated Appraisal Consultants, Inc.	Inv. #172526 - February Srvc	-1,409.79
Bill Pmt -Check	02/07/2024	29716	Bank of Sun Prairie	VOID: Reimburse tax escrow of Lucien/Michelle Chastain - Entered Wrong	0.00
Bill Pmt -Check	02/07/2024	29717	Burke Truck & Equipment	Equipment Parts	-102.00
Bill Pmt -Check	02/07/2024	29718	CyberReef	Inv. #29173 - February Srvc	-60.00
Bill Pmt -Check	02/07/2024	29719	DANE COUNTY TREASURER	July-December DaneCom Costs	-2,090.00
Bill Pmt -Check	02/07/2024	29720	Dorn True Value Hardware	Acct. #16671 - January Stmt	-19.59
Bill Pmt -Check	02/07/2024	29721	Frontier	February 2024 Srvc	-76.53
Bill Pmt -Check	02/07/2024	29722	General Engineering Company	Nov. & Dec. 2023 Srvc	-8,585.43
Bill Pmt -Check	02/07/2024	29723	Horstman Networks	Inv. #2051442 - February Srvc w/Emails	-140.00
Bill Pmt -Check	02/07/2024	29724	LRS, LLC	Portable Restrooms-Recycle Cntr & Bristol Gardens	-478.90
Bill Pmt -Check	02/07/2024	29725	Madison Sand & Gravel	Jan2024 Stmt	-364.37
Bill Pmt -Check	02/07/2024	29726	MG&E	January Services	-1,143.62
Bill Pmt -Check	02/07/2024	29727	MSA Professional Services Inc	Inv. #684 - Twin Lane Rd Project	-12,103.25
Bill Pmt -Check	02/07/2024	29728	NAPA Auto Parts	January Stmt	-1,143.29
Bill Pmt -Check	02/07/2024	29729	Pellitteri Waste Systems	Inv. #4429542 Jan24 Srvc	-3,532.72
Bill Pmt -Check	02/07/2024	29730	Stranders Sanitary Service LLC	Inv. #68826 - 1-19-24 Srvc	-196.40
Bill Pmt -Check	02/07/2024	29731	Sundance BioClean Inc.	Inv. #2738 January Srvc	-335.00
Bill Pmt -Check	02/07/2024	29732	Terminator Pest Control, LLC	Inv. #236026 - Jan24 Srvc	-55.00
Bill Pmt -Check	02/07/2024	29733	Truck Country of Wisconsin	Inv. #R201127571:01 Equip. Parts	-442.80
Bill Pmt -Check	02/07/2024	29734	US Cellular	Inv. #0631021280 - Jan24 Srvc	-179.24
Liability Check	02/15/2024		QuickBooks Payroll Service	Created by Payroll Service on 02/14/2024	-6,463.76
Liability Check	02/15/2024		QuickBooks Payroll Service	Created by Payroll Service on 02/14/2024	-1,006.00
Paycheck	02/16/2024	29735	Schultz, Daryl A	Snowplowing	-66.49
Liability Check	02/16/2024	E-pay	United States Treasury	39-6005805 QB Tracking # 1348459602	-1,937.08
Bill Pmt -Check	02/16/2024	29737	Bank of Sun Prairie	Reimburse tax escrow of Lucien/Michelle Chastain	-2,972.64
Bill Pmt -Check	02/16/2024	29738	Columbus School District	February Tax Settlement	-117,961.81
Bill Pmt -Check	02/16/2024	29739	Dane County Treasurer's Office	VOID: County Requested separate checks	0.00
Bill Pmt -Check	02/16/2024	29740	DeForest Area School District	February Tax Settlement	-6,846.94
Bill Pmt -Check	02/16/2024	29741	Madison Area Tech. College	February Tax Settlement	-126,361.76
Bill Pmt -Check	02/16/2024	29742	Sun Prairie School District	February Tax Settlement	-1,717,110.83
Bill Pmt -Check	02/23/2024	29743	Alan Mileham or Karen Mileham	2023 Tax Refund	-48.00
Bill Pmt -Check	02/23/2024	29744	Benjamin John Zimmer	2023 Tax Refund	-303.30
Bill Pmt -Check	02/23/2024	29745	Bradley Brasser or Nicole Brasser	2023 Tax Refund	-106.77
Bill Pmt -Check	02/23/2024	29746	Bradley W Pearson	2023 Tax Refund	-311.53
Bill Pmt -Check	02/23/2024	29747	Brett J C Russell and Kim M Russell	2023 Tax Refund	-1,072.53
Bill Pmt -Check	02/23/2024	29748	Cakester & Company LLC	2022 Tax Refund	-1,902.98
Bill Pmt -Check	02/23/2024	29749	Charles Klink or Lauren Klink	2023 Tax Refund	-390.87
Bill Pmt -Check	02/23/2024	29750	Clark W Langley	2023 Tax Refund	-199.30
Bill Pmt -Check	02/23/2024	29751	Craig J Ziegler or Karen I Orsburne	2023 Tax Refund	-735.34
Bill Pmt -Check	02/23/2024	29752	Dale R Wisneski	2023 Tax Refund	-90.83
Bill Pmt -Check	02/23/2024	29753	Donald R Hanson or Peggy K Hanson	2023 Tax Refund	-296.72
Bill Pmt -Check	02/23/2024	29754	James A Anderson or Brenda L Anderson	2023 Tax Refund	-267.62
Bill Pmt -Check	02/23/2024	29755	Lederman Investments LLC	2023 Tax Refund	-1,627.94
Bill Pmt -Check	02/23/2024	29756	Matthew R Lemke or Kristin N Lemke	2023 Tax Refund	-446.16
Bill Pmt -Check	02/23/2024	29757	Nathan H Zondag or Alicia H Zondag	2023 Tax Refund	-342.70
Bill Pmt -Check	02/23/2024	29758	Nathan Whitrock	2023 Tax Refund	-1,113.44
Bill Pmt -Check	02/23/2024	29759	Sara M Levander	2023 Tax Refund	-10.00
Bill Pmt -Check	02/23/2024	29760	Scott D Eastwood or Gillian L Eastwood	2023 Tax Refund	-323.91
Bill Pmt -Check	02/23/2024	29761	Steven F Dreifuert or Kristina L Dreifue	2023 Tax Refund	-78.93
Bill Pmt -Check	02/23/2024	29762	Steven R Williams	2023 Tax Refund	-400.00
Bill Pmt -Check	02/23/2024	29763	Dane County Treasurer's Office	February Settlement	-596,287.80
Bill Pmt -Check	02/23/2024	29764	Dane County Treasurer's Office	Tax Entries for County to Enter	-954,261.13
Bill Pmt -Check	02/23/2024	29765	Best Brine LLC	Inv. #101, Road Brine	-262.50
Bill Pmt -Check	02/23/2024	29766	Capital Area Regional Planning Commission	Inv. #1095 - Q4 Progress Billing Comp Plan Update	-4,648.88

**The Town of Bristol**  
**Account QuickReport**  
**As of February 29, 2024**

Bill Pmt -Check	02/23/2024	29767	ESS&S - Election Systems & Software	DS200 Maint., Lic Renew DS200 & ExpressVote machines	-406.88
Bill Pmt -Check	02/23/2024	29768	Insight FS	January Statement - Fuel	-5,860.94
Bill Pmt -Check	02/23/2024	29769	John Deere Financial	February Statement -Equip Parts	-240.00
Bill Pmt -Check	02/23/2024	29770	Kasieta Legal Group LLC	Statement #13569 - Zoning Maint.	-54.16
Bill Pmt -Check	02/23/2024	29771	MSA Professional Services Inc	Inv. #001549 - PASER Rating	-3,210.17
Bill Pmt -Check	02/23/2024	29772	Visa - Cardmember Service	Postage, Shop, Office Supplies, BOR Tmg, Small Tools	-1,025.37
Liability Check	02/26/2024	DEBIT	WRS	Pre-Tax Health Ins., Muni Pd Health Ins.	-2,150.26
Liability Check	02/28/2024	E-pay	Wisconsin Department of Revenue	39-6005805 QB Tracking # 1348616602	-612.32
Liability Check	02/28/2024	E-pay	United States Treasury	39-6005805 QB Tracking # 1937883602	-2,752.64
Liability Check	02/29/2024	DEBIT	WRS	69-036-0118-000	-1,885.24
Liability Check	02/29/2024		QuickBooks Payroll Service	Adjusted for voided paycheck(s)	-8,617.30
Bill Pmt -Check	02/29/2024	29774	Alexandra & Nathan Truckenbrod	2023 Tax Refund	-13.51
Bill Pmt -Check	02/29/2024	29775	Bellin Health	Inv. #14033113 - Drug Testing Annual Fee	-60.00
Bill Pmt -Check	02/29/2024	29776	CyberReef	Inv. #29416 March Internet Svcs	-60.00
Bill Pmt -Check	02/29/2024	29777	DANE COUNTY TREASURER	Inv. #44769 2023 Tax Bill Eps that Co Mailed	-60.77
Bill Pmt -Check	02/29/2024	29778	Frontier	March 2024 Svcs	-76.53
Bill Pmt -Check	02/29/2024	29779	Horstman Networks	Inv. #2051388 - Email Issues	-59.50
Bill Pmt -Check	02/29/2024	29780	Jefferson Fire & Safety	Fire Extinguisher Annual Inspection	-580.00
Bill Pmt -Check	02/29/2024	29781	LRS, LLC	Portable Restrooms-Recycle Cntr & Bristol Gardens	-478.90
Bill Pmt -Check	02/29/2024	29782	Sundance BioClean Inc.	Inv. #2756 - February Svcs	-335.00
Bill Pmt -Check	02/29/2024	29783	Terminator Pest Control, LLC	Inv. #236510 - February Svcs	-55.00
Bill Pmt -Check	02/29/2024	29784	Truck Country of Wisconsin	Inv. #X201856680:01 - Truck Part	-11.38
					<b>-3,617,823.65</b>

Town of Bristol  
Treasurer's Report  
February 2024

**General Fund**

Beginning Balance 02/01/2024			\$19,247.62
Deposits	\$	924,339.17	
Transfer from LGIP	\$	-	
Transfer from ICS Account	\$	3,563,741.16	
Withdrawals			\$ 2,091,418.60
Transfer to ICS Account			\$ 810,669.72
Ending Balance 02/29/2024			<u>\$1,605,239.63</u>

**Money Market**

Beginning Balance 02/01/2024			\$2,013.61
Interest	\$	0.10	
Transfer to General Fund			\$ -
Ending Balance 02/29/2024			<u>\$2,013.71</u>

**ICS Account**

Beginning Balance 02/01/2024			\$3,318,953.41
Transfer from General Fund	\$	810,669.72	
Interest	\$	11,401.86	
Transfer to General Fund			\$ 3,563,741.16
Ending Balance 02/29/2024			<u>\$577,283.83</u>

**LGIP Fund**

**General**

Beginning Balance 02/01/2024			\$122,494.90
Interest	\$	522.77	
Transfer to General Fund			\$ -
Ending Balance 02/29/2024			<u>\$123,017.67</u>

**Parks**

Beginning Balance 02/01/2024			\$84,015.63
Interest Earned	\$	358.55	
Ending Balance 02/29/2024			<u>\$84,374.18</u>

**Equipment**

Beginning Balance 02/01/2024			\$4.74
Interest Earned	\$	0.02	
Ending Balance 02/29/2024			<u>\$4.76</u>

**Total Funds As February 29, 2024      \$2,391,933.78**

Parks Fund - LGIP      -\$84,374.18  
ARPA Funds Available      -\$165,678.71

**Total Funds      \$2,141,880.89**

# TOWN OF BRISTOL

## Cover Sheet for Agenda Packet Section

### V. Business

#### a.

## **Town of Bristol Amendment To Ordinance**

### **1.075 Structures permitted within setbacks.**

(1) Projection Into Setback. Bay windows, balconies, chimneys, sills, belt courses, cornices, canopies, eaves or ornamental architectural features may project into a required yard setback line no more than 3 feet provided that no such feature projects over a road setback line or into a vision clearance triangle.

(2) Platforms, Walks And Drives. Platforms, walks, and drives extending not more than 6 inches above the average ground level at their margins, and retaining walls when the top of such walls are not more than 6 inches above the average level of abutting ground on one side, may be located in any yard as long as they meet all other portions of this chapter.

(3) Fences And Walls. Fences and walls may be located as follows:

(a) Solid fences and walls greater than 20% opacity and located in a vision clearance triangle shall not exceed 30 inches in height.

(b) Solid fences and walls more than 6 feet in height shall be considered structures, subject to the requirements of this ordinance.

(c) Fences and walls shall not exceed 4 feet in height when located in a front yard or in a street side yard of a corner lot.

(d) Fences and walls shall not exceed 2½ feet in height when located within a vision clearance triangle, except retaining walls used to hold ground at or below its natural level and fences designed and constructed so as not to constitute a substantial obstruction to the view of motorists and pedestrians across the vision clearance opening from one street to another.

(4) Temporary roadside stands permitted under this ordinance may be located within the setback area.

#### **(5) Structures allowed in front yards.**

**(a) As used in this section the term “front yard” means the area of a parcel which lies between a line extended to the side lot lines from the front corners of the foundation of the principal structure and the front yard setback line.**

**(b) In the Single-Family Residence district, accessory buildings may be allowed in the front yard if:**

**i. the residence is on a parcel which is at least two acres in area;**

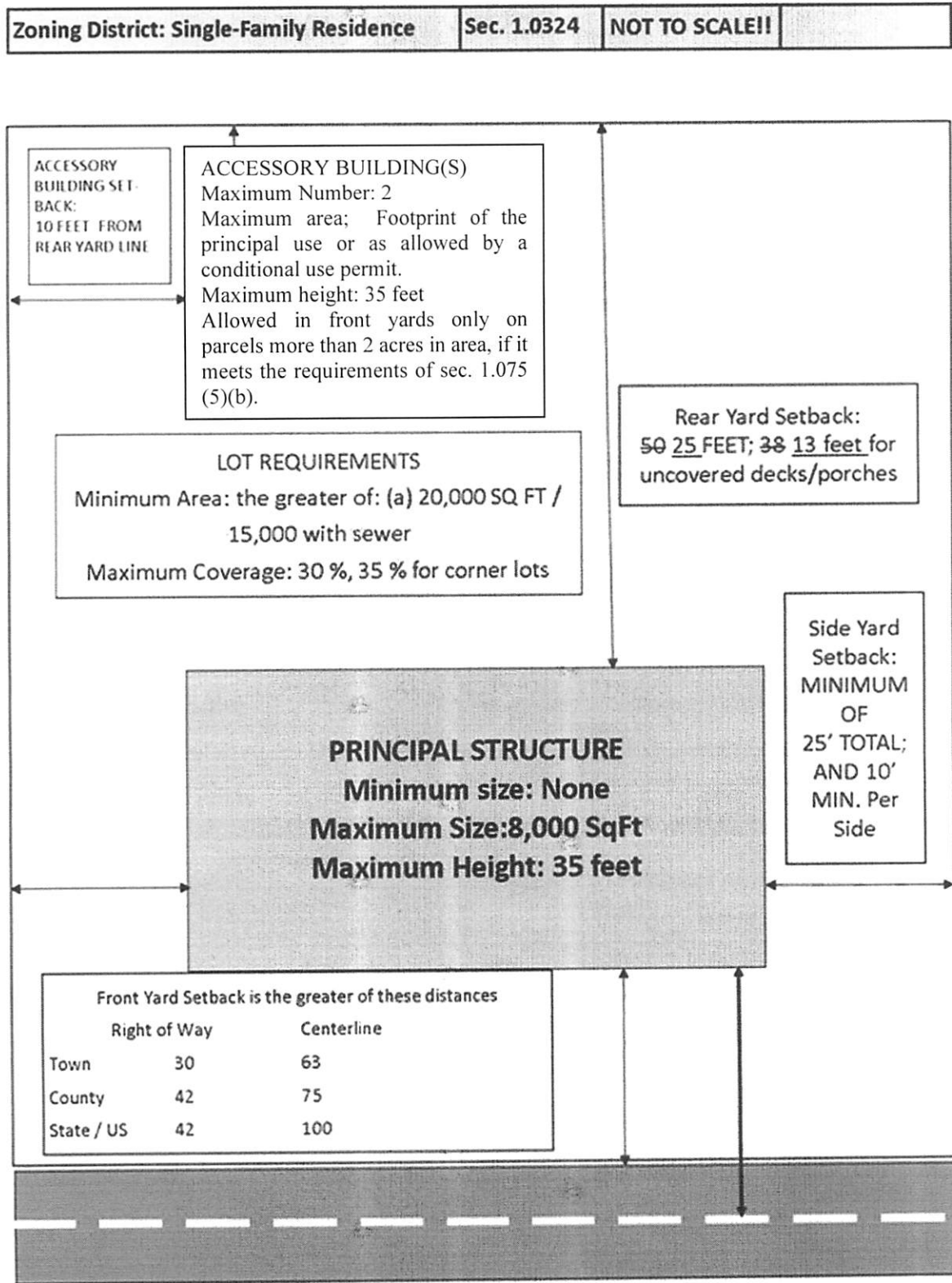
**ii. the accessory building does not occupy more than 20 percent of the front yard;**

**iii. the accessory building does not unreasonably interfere with the view of neighboring residences.**

**iv. no portion of the structure is located on the portion of the property between the right of way of the adjacent road and the front yard setback line.**



In the graphic, under “ACCESSORY BUILDINGS” delete the words “Not to be located in front yard” and replace them with “Front yard buildings as permitted by sec. 1.075 (5)”

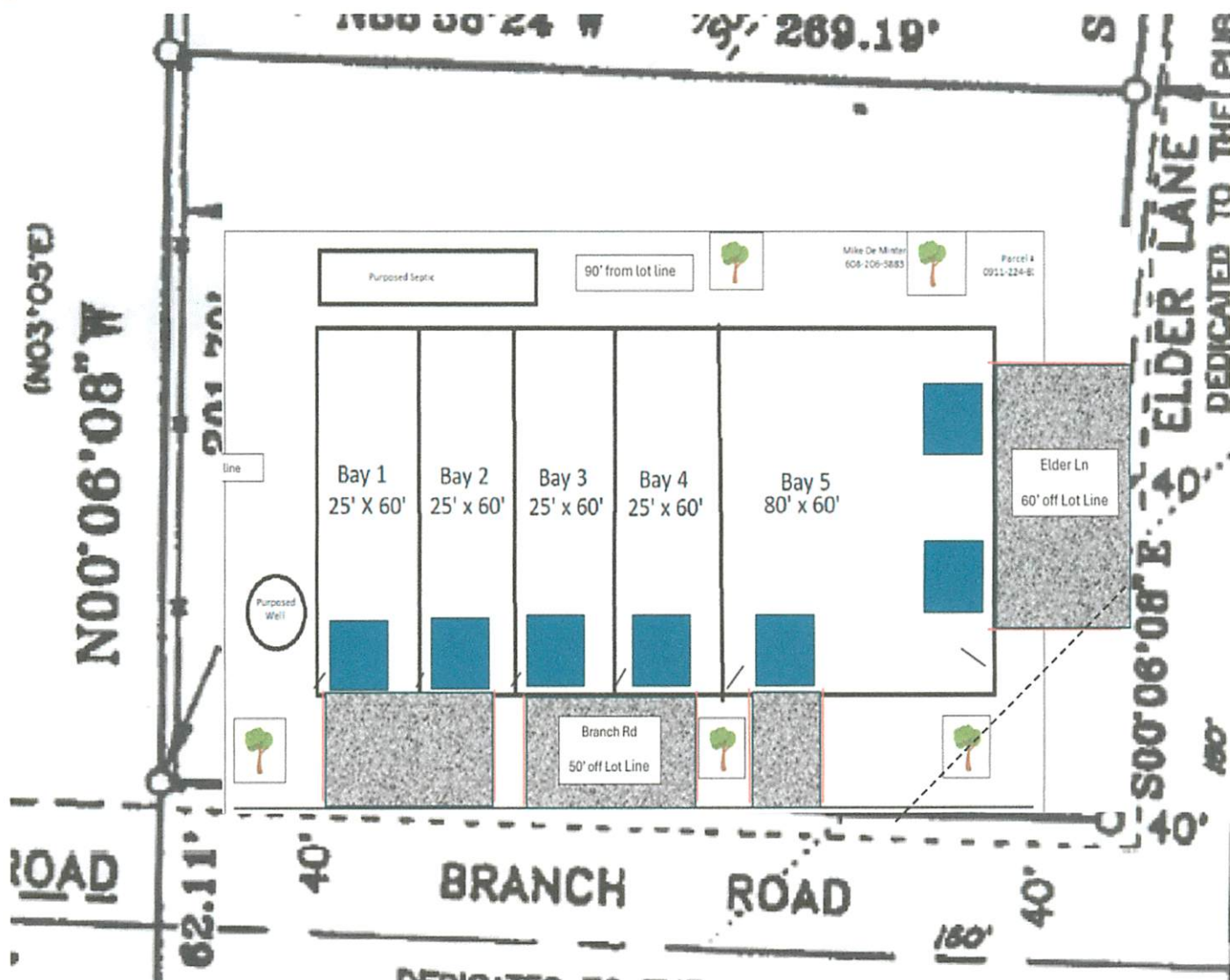


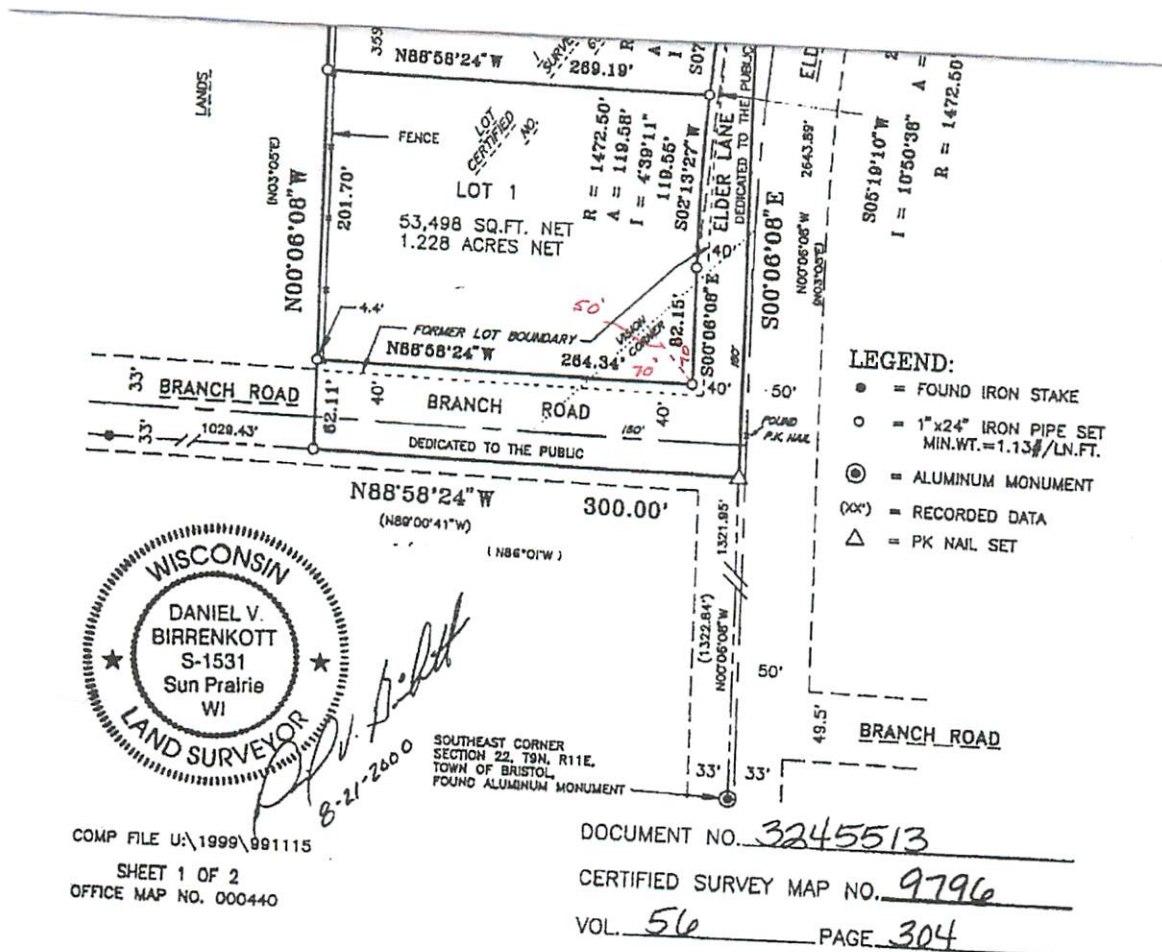
# **TOWN OF BRISTOL**

## **Cover Sheet for Agenda Packet Section**

### **V. Business**

#### **b.**





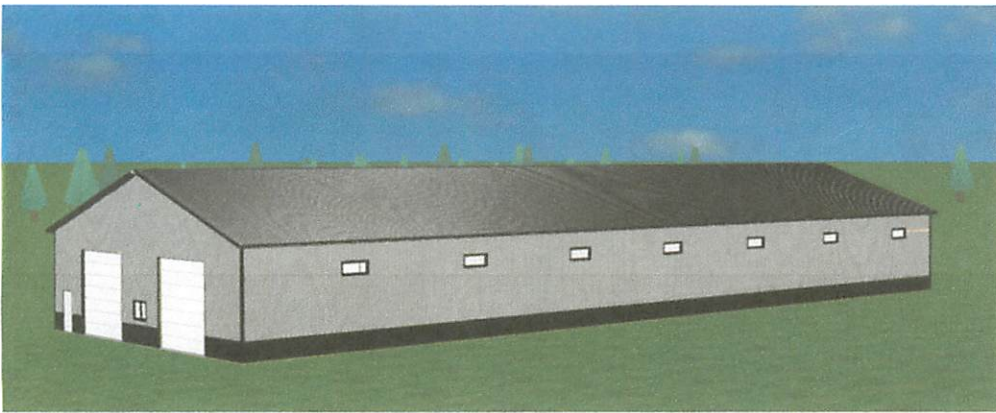
Corner vision specs

70' x 70' x 50' deep

63' set back from centerline

3/2

Exhibit 3  
Rough Building design.





**Exhibit 7**

**Email from Quam Engineering.**

Mike,

I don't see any issues with coming up with an erosion control plan. Also, it looks like your proposed building and driveway areas will be less than 20,000 square feet of impervious area so stormwater management should not be required.

Attached is the proposal and scope to provide engineering services for the proposed building, driveway, and parking at 2360 East Branch Road in the Town of Bristol. I appreciate the opportunity to work with you on this project.

Please note that only scope items #1-#3 will be required if we can keep the proposed impervious area below 20,000 square feet.

If everything is satisfactory, please provide the signed endorsement and \$2,300 prepayment. Please feel free to contact me if you have any questions or comments,

Ryan D. Quam  
Quam Engineering, LLC  
4604 Siggelkow Road, Suite A  
McFarland, WI 53558  
Phone: 608.838.7750  
[rquam@quamengineering.com](mailto:rquam@quamengineering.com)  
[www.quamengineering.com](http://www.quamengineering.com)

**From:** Mike DeMinter <[mdeminter@gmail.com](mailto:mdeminter@gmail.com)>

**Sent:** Tuesday, February 27, 2024 3:43 PM

**To:** [rquam@quamengineering.com](mailto:rquam@quamengineering.com)

**Subject:** RE: 2360 East Branch Road - Proposed Building - Quam Engineering, LLC Proposal

Hi Ryan,

Here are my latest plans. I'm looking for your opinion on if you see any issues with coming up with an erosion control plan?

Thanks,  
Mike

**TOWN OF BRISTOL**  
**Cover Sheet for Agenda Packet Section**

**V. Business**

**c.**

# APPLICATION FOR VARIANCE

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

PERMIT #:

Permit Fee: \$ \_\_\_\_\_ Fee Paid: ☐

Approved By: \_\_\_\_\_

Approval Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## GENERAL INFORMATION

APPLICANT NAME

Paul and Tina Feaster

MAILING ADDRESS

6798 Jamar Ct Sun Prairie, WI 53590

DAYTIME PHONE #

608-345-7847

EMAIL

pfeaster3@gmail.com

Property Address: 6798 Jamar Ct Sun Prairie, WI 53590

Legal Description of Property (Name of CSM, Subdivision, Block and Lot): Lot 99, third addition to Prairie View Heights

Section: 29

Tax Parcel Number: 0911-291-4829-9

Lot Area and Dimensions: approximately 95' x 350', equaling 0.738 acres +/-

Existing/Proposed Zoning District: \_\_\_\_\_

## EXISTING AND PROPOSED USES

Current Principal Use: Residential home

Accessory or Secondary Uses: None

Proposed Use: Expansion of residential home garage

Ordinance section from which variance is being sought: \_\_\_\_\_

What specific departure from the ordinance is being proposed (refer to the standards of the ordinance)? Proposing an extension of the existing attached garage 15' into the legal setback. The extension, if approved, would still be 47 feet from the the current roadway.

Have you been granted any variances in the past for this property?

☐ Yes ☒ No If yes, describe: \_\_\_\_\_

Names of adjoining property owners, if known: \_\_\_\_\_

*Emailed 2/8 + 2/15*



## CRITERIA

Address each of the following criteria for granting a variance.

1. Unnecessary hardship is present because:

The existing garage space is inadequate for large modern-day vehicles and basic household utility and the legal setback prevents reasonable expansion toward the road. The total setback from the road to the house is 63 feet at it's nearest point due to an exceptionally wide right-of-way or road easement. Total shortest distance to road from existing structure is approximately 63 feet, including 31 feet of private property and 32 feet of easement. Therefore, we feel that it is unreasonable and unfair for us to be thus restricted by the legal setback.

2. Unique features of this property prevent compliance with the terms of the ordinance; they include:

There is an unnecessarily wide road easement.

The property is narrow and long, and because of how the house is position, it prevents any attached expansion from being built on the side; it also cannot be built behind the current garage because the living room is behind it. Further, the house sits on the end of a cul-de-sac, which means the end of the road expands into a wider circle than main roadway. However, the residence currently has a driveway of 70 feet at its shortest point, 83 feet at its longest point, leaving adequate offset with an expansion.

3. A variance will not be contrary to the public interest because:

See attached.

## PLANS TO ACCOMPANY APPLICATION

Applications for permits shall be accompanied by drawings of the proposed work, drawn to scale with all dimension figures, showing accurately property lines, easements and required building setbacks, the size and exact location of all proposed new construction and its relationship to other existing or proposed buildings or structures on the same lot, and other buildings or structures on adjoining property, within 15 feet of the property lines. In the case of demolition, the plot plan shall show the buildings or structures to be demolished and the buildings or structures on the same lot that are to remain.

If relevant to the variance request, the plan should also show contour lines (2-ft interval), the ordinary high water mark, floodplain and wetland boundaries, utilities, driveways and streets (include street names), and the location of filling/grading and/or erosion control measures.

## CONDITIONS

The Town of Bristol Zoning Ordinance authorizes the Board of Zoning Appeals to place conditions on approved variances. Please keep this in mind and supply ALL pertinent information. If the variance is granted, no construction shall begin until a building/zoning permit has been issued.

**APPLICANT STATEMENT**

I, the undersigned, do hereby make an application for a variance for work described and located as shown herein. I agree that all work shall be done in accordance with the requirements of the Town of Bristol Zoning Ordinance and with all other applicable ordinances and the laws and regulations of the State of Wisconsin. I declare that the information that I am supplying is true and accurate to the best of my knowledge and I acknowledge that this information will be relied upon for the issuance of this permit. By signing this application, I am also granting permission to the Zoning Department Staff to enter my property at any reasonable time for the purpose of inspection to assure compliance with the zoning laws relative to the issuance of this permit.

**PRINTED NAME OF APPLICANT(S)**

Paul Feaster

**SIGNATURE OF APPLICANT(S)**

*Paul Feaster*      *Tina Feaster*

**DATE**

2/7/2024

**TO BE COMPLETED BY THE TOWN OF BRISTOL**

Date Filed: \_\_\_\_\_

Date Fee Received by Town: \_\_\_\_\_

Date Set for Board of Zoning Appeals Hearing: \_\_\_\_\_

### Criteria No. 3

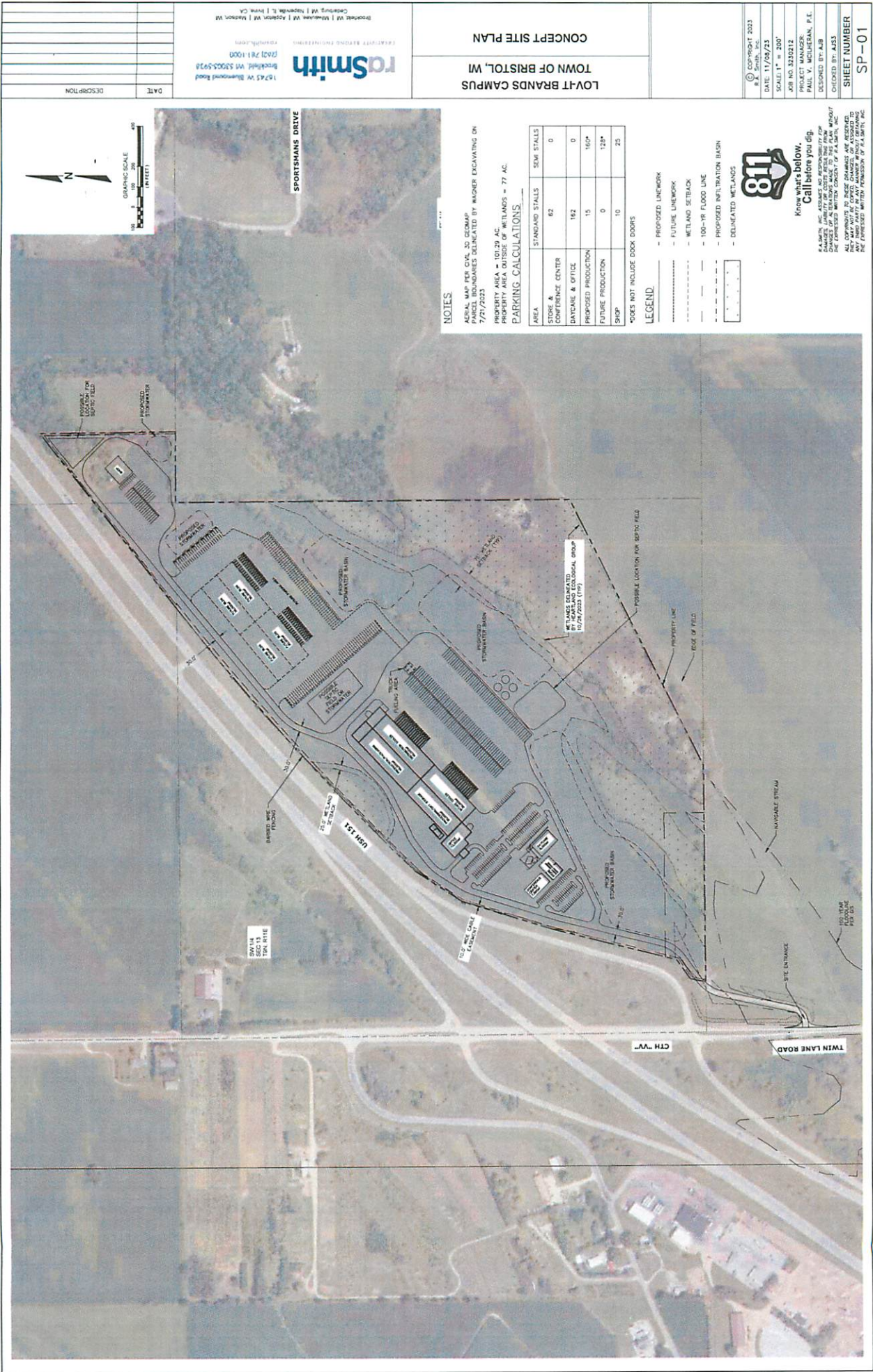
With the expansion, there will still be approximately 47 feet from shortest point of the garage to the current roadway. Further, properties in the neighborhood appear to have structures located well within the legal setback and well under 47 feet from the roadway. Specifically, the property to the left of our residence has a shed about 32.5 feet from the road and another property two houses down has a shed and house approximately 46 feet from the road. These properties will still have closer structures if/after our proposed expansion is allowed.

The proposed expansion does not shade, block, or restrict, or hinder light, air, or view for any neighboring property. Does not negatively impact the aesthetic of the neighborhood.

**TOWN OF BRISTOL**  
**Cover Sheet for Agenda Packet Section**

- V. Business**
  - d.**





LOVAT BRANDS CAMPUS  
TOWN OF BRISTOL, WI  
CONCEPT SITE PLAN

rsSmith  
16745 W. Blomquist Road  
Bristol, WI 53005-5920  
(262) 781-1000  
rs@rs-smith.com  
Bristol, WI | Madison, WI | Appleton, WI | Kaukauna, WI  
CLEARING, WI | NEPESKE, IL | IRVING, CA

DESIGNED BY: AJS  
CHECKED BY: AJS  
PROJECT MANAGER:  
PAUL V. MCNEILAN, P.E.  
JOB NO. 230312  
DATE: 11/08/23  
SCALE: 1" = 300'  
R. Smith, Inc.  
© COPYRIGHT 2023

SHEET NUMBER  
SP-01

NOTES

AERIAL MAP FOR CIVIL 3D DGNMAP  
AERIAL BOUNDARIES DELINEATED BY WAGNER EXCAVATING ON  
7/27/2023  
PROPERTY AREA = 101.29 AC  
WETLANDS = 77 AC  
PARKING CALCULATIONS

AREA	STANDARD STALLS	SEMI STALLS
STORE & CONFERENCE CENTER	62	0
DAYCARE & OFFICE	162	0
PROPOSED PRODUCTION	15	160*
FUTURE PRODUCTION	0	128*
SHOP	10	23

\*DOES NOT INCLUDE DOCK DOORS

- LEGEND
- PROPOSED UNKNOWN
  - FUTURE LUMBER
  - WETLAND SETBACK
  - 100-YR FLOOD LINE
  - PROPOSED INFILTRATION BASIN
  - DELINEATED WETLANDS



Know what's below.  
Call before you dig.  
R. SMITH, INC. ASSUMES NO RESPONSIBILITY FOR  
ADDITIONAL CHANGES TO THE PLAN WITHOUT  
CHANGES BY AN ENGINEER MADE TO THE PLAN  
WHICH MAY BE REQUIRED TO BE MADE TO THE PLAN  
ALL CONCEPTS TO BE CHANGED ARE SUBJECT TO  
THEY MAY NOT BE CHANGED OR ADDED TO  
THE EXISTING WETLANDS OF R. SMITH, INC.





# **TOWN OF BRISTOL**

## **Cover Sheet for Agenda Packet Section**

### **VI. Business**

#### **a.**

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## AGREEMENT

Number of Pages, including schedules: 8  
Agreement No. \_\_\_\_\_  
Expiration Date: December 31, 2025  
Authority: Res. 262, 2023  
Department: Land Information Office  
Maximum Cost: \$3,300.00  
Registered Agent: \_\_\_\_\_  
Address: \_\_\_\_\_

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Town of Bristol (hereafter, "ENTITY"),

### W I T N E S S E T H :

**WHEREAS** COUNTY, whose address is c/o Dane County Land Information Office, 210 Martin Luther King Jr Blvd, Room 339; Madison, WI 53703, has contracted for the production of digital terrain and orthophotography data ("the data") from a private vendor, the acquisition, analysis and development of the data and its conversion to a usable product (hereinafter referred to as "the project"); and

**WHEREAS** ENTITY, whose address is 7747 CTH N; Sun Prairie, WI 53590, desires to acquire the data from COUNTY, COUNTY being willing to provide the data to ENTITY in exchange for ENTITY's participating in COUNTY's costs of producing the data; and

**WHEREAS** COUNTY is seeking the participation of private entities as well as municipalities within Dane County and agencies of federal, state and local governments in the project;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and ENTITY do agree as follows:

1. The term of this Agreement shall commence as of the date by which all parties hereto have executed this Agreement and shall end as of the Expiration Date set forth on Page 1, unless sooner agreed to in writing by the parties or if terminated by a party pursuant to the provisions of this Agreement.
2. COUNTY agrees to arrange for the completion of the project, the same being more fully described on the attached Schedule A, incorporated herein by reference. Schedule A, at A.2, sets forth certain obligations on the part of ENTITY which ENTITY covenants to perform.
3. ENTITY agrees to share in the costs of the project in the manner and to the extent set forth in the attached Schedule B, incorporated herein by reference.



52  
53 4. Data derived from the project and requested by ENTITY will be delivered in the  
54 Wisconsin Coordinate Reference System (WISCRS) - Dane County. Imagery file format will  
55 be GeoTIFF or MrSID, as requested by ENTITY.  
56

57 5. COUNTY will deliver to ENTITY the requested data which is detailed in the attached  
58 Schedule C, incorporated herein by reference.  
59

60 6. ENTITY shall not assign or transfer any interest or obligation in this Agreement, whether  
61 by assignment or novation, without the prior written consent of COUNTY.  
62

63 7. If, for any reason, a party fails to fulfill in a timely and proper manner its obligations under  
64 this Agreement, or if a party violates any of the covenants of this Agreement, the other party  
65 shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written  
66 notice to the offending party of such termination and specifying the effective date thereof. Any  
67 ENTITY that chooses to terminate the Agreement pursuant to this provision must remit payment  
68 to the COUNTY for any services or goods incurred within the thirty (30) day notice period.  
69

70 8. If during the term of this Agreement, a governmental ENTITY's governing body fails to  
71 appropriate sufficient funds to carry out that party's obligations under this Agreement, this  
72 Agreement shall be automatically terminated as of the date funds are no longer available and  
73 without further notice of any kind to the other party. This paragraph shall not relieve the  
74 governmental ENTITY of its responsibility to pay for services or goods provided or furnished to  
75 the governmental ENTITY prior to the effective date of termination. This paragraph does not  
76 apply to any private ENTITY. Further, COUNTY may utilize the provisions of this paragraph in  
77 any event.  
78

79 9. The parties shall commence, carry on and complete their respective obligations under  
80 this Agreement with all deliberate speed and in a sound, economical and efficient manner, in  
81 accordance with this Agreement and all applicable laws. Each party agrees to cooperate with  
82 the various departments, agencies, employees and officers of the other.  
83

84 10. Each party agrees to secure at the party's own expense all personnel necessary to carry  
85 out the party's obligations under this Agreement. Such personnel shall not be deemed to be  
86 employees of the other party nor shall they or any of them have or be deemed to have any direct  
87 contractual relationship with the other party.  
88

89 11. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered  
90 as of the date of postmark if deposited in a United States mailbox, first class postage attached,  
91 addressed to a party's address as set forth above. It shall be the duty of a party changing its  
92 address to notify the other party in writing within a reasonable time.  
93

94 12. In the performance of this Agreement, each party shall be responsible for the  
95 consequence its own acts, errors or omissions and those of its employees, boards,  
96 commissions, agencies, officers, officials, representatives and employees and shall be  
97 responsible for any losses, claims, and liabilities which are attributable to such acts, errors or  
98 commissions, including providing its own defense. In doing so, it is not the intent of any party  
99 to waive or modify the provisions of Wis. Stat. §893.80 or any other immunity, protection, or  
100 limitation of liability that may be available to the party under law. The obligations set forth under  
101 this paragraph shall survive the expiration or termination of this Agreement  
102

103 13. In no event shall the making of any payment or acceptance of any service or product  
104 required by this Agreement constitute or be construed as a waiver by the non-breaching party  
105 of any breach of the covenants of this Agreement or a waiver of any default of the breaching  
106 party and the making of any such payment or acceptance of any such service or product by the  
107 non-breaching party while any such default or breach shall exist shall in no way impair or

prejudice the right of the non-breaching party with respect to recovery of damages or other remedy as a result of such breach or default.

14. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

15. In all solicitations for employment placed on a party's behalf during the term of this Agreement, the party shall include a statement to the effect that the party is an "Equal Opportunity Employer."

16. Each party warrants that the persons executing this Agreement on its behalf are authorized to do so.

17. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

18. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

20. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

21. This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

**IN WITNESS WHEREOF**, COUNTY and ENTITY, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures.

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FOR ENTITY:

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\* \* \* \*

FOR COUNTY:

Date Signed: \_\_\_\_\_

Greg Brockmeyer, Director of Administration

\* [print name and title, below signature line of any person signing this document]

## SCHEDULE A

### A.1 Introduction and general description:

- A.1.1 Fly Dane Partnership is a Dane County cooperative project related to the development of digital orthophotography products and information.
- A.1.2 It is intended that the partnership will consist of those entities electing to participate in the project's benefits and costs.
- A.1.3 Project scope, services, schedules, and budget are outlined in COUNTY's Contract No. 15213 and 15213A. A copy of COUNTY's Contract No. 15213 and 15213A is attached to this Schedule A and incorporated herein by reference.
- A.1.4 The vendor under COUNTY's Contract No. 15213 is Ayres Associates, however, as between the parties to this Agreement COUNTY reserves the right in the exercise of its discretion to change vendors as the need to do so may arise.

### A.2 COUNTY's obligations. As administrator for the project, COUNTY agrees to:

- A.2.1 Provide project planning, oversight and contract administration;
- A.2.2 Serve as primary contact with vendor;
- A.2.3 Provide products as requested by participating entities; (See Schedule C)
- A.2.4 Contribute funding for base project;
- A.2.5 Coordinate arrangements and meetings among participating entities as needed;
- A.2.6 Communicate project information to participating entities;
- A.2.7 Distribute data on behalf of participating entities;
- A.2.8 Manage data distribution on behalf of participating entities;
- A.2.9 Provide access to participating entities of data produced from the project;
- A.2.10 Work with the vendor to develop a schedule for data development and delivery;
- A.2.11 Develop quality control specifications;
- A.2.12 Perform quality control procedures on products developed prior to distribution to participating entities; and
- A.2.13 Act as data custodian for project data.

### A.3 ENTITY's obligations. ENTITY agrees to:

- A.3.1 Provide funding as set forth in Schedule B.
- A.3.2 Share information for use in the project.
- A.3.3 Target any utilities or landscape features desired by any agency or department of ENTITY, prior to flight.

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A.3.4 Identify areas with specific product needs, Schedule C.

A.3.5 Participate in project planning meetings and the development of arrangements with participating entities;

A.3.6 Share data with other entities at no cost;

A.4 Timelines. The target dates for commencement or completion of the various steps in the project are as follows:

A.4.1 Utility and landscape features targeted: If the ENTITY is interested in utility marking, it should commence work in spring 2024 and have it in place by early March 2024.

A.4.2 The aerial imagery acquisition will be conducted between mid-March and late April 2024.

A.4.3 Processing of data: Commencing early April, 2024 or shortly after the flights are completed and certified.

A.4.4 Aerial imagery related products including reports and metadata will be completed and delivered to COUNTY on or before October 31, 2024.

A.4.5 Aerial imagery related products will be delivered to ENTITY on or before November 22, 2024.

**SCHEDULE B**

**Payments**

- B.1 COUNTY will issue an invoice for payment to the ENTITY following the standard invoice process used by the COUNTY. The ENTITY shall remit payment within 30 days of receipt of invoice.
- B.2 ENTITY'S obligation for payment
- B.2.1 Total payment \$3,300.00
- B.3 Payment Schedule
- B.3.1 One-time invoice will be sent prior to Imagery Acquisition Acceptance on or before May 1, 2024 \$3,300.00

**SCHEDULE C**

**Deliverables**

**C.1 2024 Aerial Imagery (as specified)**

**C.1.1 Partner Buy-up:**

C.1.1.1 Specified 3-inch resolution, 4-band, true color imagery for the following sections.

- T09N-R11E: Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36

C.1.1.2 Partner cost share to reduce overall pricing.

- Not to exceed \$3,300.00

C.1.1.3 Pricing outlined in the Contract No 15213, Schedule B.1.2 and apply a \$30 rebate from Dane County.

**C.2 COUNTY will make the following Fly Dane 2024 products available to ENTITY upon request:**

C.2.1 Three-inch resolution, 4-band, true color imagery outside of areas identified above.

**C.3 COUNTY will provide a hardcopy poster displaying the imagery produced over the ENTITY area.**

# **TOWN OF BRISTOL**

## **Cover Sheet for Agenda Packet Section**

### **VI. Business**

#### **b.**



Provisional 2/21/24  
23/24-38 P

WCAP EVICTION  
2022

**Town of Bristol**  
**Application for an "Operator's" License**

I, the undersigned, hereby make application to the local governing body of the Town of Bristol in Dane County, for an "Operator's" License as provided by WI Statute 125.17, for the license year 2024 through June 30, 2024.

I certify that I am 65 years of age, and am familiar with the laws, ordinances, and regulations governing the sale and service of alcoholic beverages, and agree, if granted this license, to obey all provisions of local and state laws governing such sale and service.

Name Cochran Randy J Date of Birth 5-16-1958  
First Middle

Drivers License 176 02 Social Security # 0698

Current Address 1593 N Thompson Phone # -659.5  
Street Address, City, State, Zip

Sun Prairie, WI 53590

List all prior addresses for the last 5 years:

Street Address	City	State	Zip	From	To
3104 Canterbury Rd	Eau Claire	WI	54701	2/2022	5/2023
3441 Trimble St	Eau Claire	WI	54701	2/2021	3/2022
603 Thunderbird	Prescott	AZ	86303	3/2019	3/2021

City and State where you were born: CAK PARK ILLINOIS

Name of Employer's Business Prarie Pines Golf Club Phone # \_\_\_\_\_

HAVE you ever held an alcohol or operator's license from the Town of Bristol? \_\_\_\_\_ Yes ☒ No

HAVE you ever held an alcohol or operator's license from another municipality/township? \_\_\_\_\_ Yes ☒ No  
If Yes, specify where and when: \_\_\_\_\_

HAVE you EVER been convicted of ANY offenses in ANY State? \_\_\_\_\_ Yes ☒ No

If Yes:

For what? \_\_\_\_\_

When \_\_\_\_\_

Which Court? \_\_\_\_\_

For what? \_\_\_\_\_

When \_\_\_\_\_

Which Court? \_\_\_\_\_

HAVE you completed the state-required "Beverage Server" Course? \_\_\_\_\_ Yes ☒ No. If yes, please provide a copy of the certificate of completion with this application. If No, we will issue a Provisional License for 60 days (if you pass the background check), within which time you must complete this course and provide the certificate of completion.

I hereby affirm that the above questions have been truthfully answered. I also authorize the Town of Bristol to review and check the information on this application and to refer this application for a full background investigation. I further understand that any incomplete, inaccurate or false answers will constitute sufficient reason for rejection, denial or revocation of the license.

Randy J Cochran  
Applicant's Signature

2/20/2024  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_ Clerk / Notary

**FEES:**

Operator's - \$25.00 Cash ☒ Ck ☒  
Provisional - \$10.00 Cash ☒ Ck ☒  
Background Check - \$25.00 Cash ☒ Ck ☒

For Office Use:

Approved \_\_\_\_\_ Rejected \_\_\_\_\_ at Town Board meeting on \_\_\_\_\_ Date

# **TOWN OF BRISTOL**

## **Cover Sheet for Agenda Packet Section**

### **VI. Business**

#### **c.**

**Subdivision**  
**Spring 2024 Open Burn Dates**

The Town has set the following dates as designated open burning weekends for yard clean-up (note – weekends extend from Thursday through Sunday to accommodate people who work on weekends):

**March 14 – 17**

**March 28 – 31**

**April 11 – 14**

**April 25 – 28**

Please remember that only **dry** yard waste (grass, leaves, and plant material) as well as clean wood can be burned. Burning is only allowable during daylight hours, and you **must** attend your fire. Town of Bristol follows the WI DNR burning regulations and City of Sun Prairie Fire Department. If these two units of government have declared a “No Burn Ban” then the above dates must follow.

**Burn bans must be followed first.**

Check <https://apps.dnr.wi.gov/wisburn/#/FireDanger> for current status.

To participate in the open burning dates, you must first contact the Sun Prairie Fire Dept. **before** burning. *Please call 608-837-5066* and follow the prompts to leave your burning information.