

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
Jt. Plan Commission and Town Board Meeting
May 13, 2025, at 6:00 pm

The Bristol Town Board and Planning Commission will hold a Joint meeting on Tuesday, May 13, 2025, 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: April 8, 15 & 17, 2025, Meetings
 - d. Approval of Check Register & Treasurer's Report for April 2025
- II. Public Comment – Items Not on The Agenda
- III. Parks Committee Report
- IV. Business for Town Board
 - a. Discuss/Consider 2025 Road Work Bids
 - b. Discuss/Consider Dane County Pavement Marking Agreement
 - c. Discuss/Consider Approval of Amended Intergovernmental Agreement for Fire Services between NEDFU and City of Sun Prairie
 - d. Discuss/Consider Extending Current City of Sun Prairie Intergovernmental Boundary Agreement
 - e. Discuss/Consider Payment Schedule of Rezone Fee
- V. Business for Planning Commission & Town Board
 - a. Discuss/Consider Rezone from A-1 (Legacy) to SFR for parcel #0911-171-8190-8, 7366 County Hwy N
- VI. Set Future Meetings and Agendas
- VII. 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.

Kim Grob, Town Clerk-Treasurer
Certified Posting: 05-09-2025 Town Hall and website.

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
Town Board Meeting
April 8, 2025, at 6:00 pm

ORDER OF BUSINESS

a. CALL TO ORDER

The meeting was called to order at 6:02pm by Chairman Willison. Board Members Present – Willison and Grove. Kvalo by phone. Sign-in sheet on file in Clerk's office.

b. PLEDGE OF ALLEGIANCE – RECITED

c. APPROVAL OF MINUTES: MARCH 10, 2025, MEETING

Motioned by Grove and seconded by Kvalo to approve March 10, 2025, minutes as written. All ayes, motion carried.

d. APPROVAL OF CHECK REGISTER AND TREASURER'S REPORT FOR MARCH 2025

Motioned by Grove and seconded by Kvalo to approve March 2025 check register. All ayes, motion carried. Motioned by Kvalo and seconded by Grove to approve March 2025 treasurer's report, pending the LGIP accounts interest for March to be revised when posted. All ayes, motion carried.

PUBLIC COMMENT

Steve Weyenberg inquired about building a Barndominium on his parcel that connects to Hilton Land. He was advised to draw up a draft of desired plans and zoning would need to be changed to the current Bristol zoning.

Tamara Sondgeroth inquired the status of the control burn for Norway/Vinburn retention pond. Willison reported there has not been a set date but the steps for obtaining approvals are under way.

PARKS COMMITTEE REPORT

Tamara Sondgeroth reported that park clean-up date is scheduled for May 17 with the exception of Bristol Gardens being on May 3. A rain day will be Sunday following the Saturday. A letter and related ordinance have been sent to a resident to clear up an apparent issue of disposing dog feces in Bristol Ridge walking path. Lyman field baseball fence has some holes which Public Works is able to repair. Spraying for weeds will be held off for this summer.

BUSINESS FOR PLANNING & TOWN BOARD

a. DISCUSS/CONSIDER PRAIRIE PINES GOLF CLUB SIP TIMELINE EXTENSION

Jen Simon explained they are asking for a one-year extension on the SIP as they ran into budget issues. There is no change to the General Development Plan. Planning: Motion by Dulin and seconded by Rogers to approve a one-year extension to the Prairie Pines Golf Club SIP. All aye's, motioned carried. Board: Motioned by Kvalo and seconded by Grove to approve a one-year extension from today's date for the Prairie Pines Golf Club SIP. All ayes, motioned carried.

b. DISCUSS/CONSIDER REZONE FROM R-1 (LEGACY) TO SFR FOR PARCE #0911-291-2575-0, 6757 PRAIRIE VIEW DR

Austin Scheib is requesting a zoning change from R-1 to SFR to be able to build an accessory structure compliant with the SFR codes. It was noted to the resident for them to ensure that the City does not have extraterritorial jurisdiction over this property. Planning: Motioned by Dulin and seconded by Larson to approve the rezone from R-1 (Legacy) to SFR for 6757 Prairie View Dr. All aye's, motion carried. Board:

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
Town Board Meeting
April 8, 2025, at 6:00 pm

Motioned by Grove and seconded by Kvalo to accept the Planning Commission's recommendation to approve the rezone from R-1 (Legacy) to SFR for 6757 Prairie View Dr. All ayes, motion carried.

C. DISCUSS/CONSIDER REZONE FROM A-1 (LEGACY) TO SFR AND C.U.P. FOR PARCEL #0911-293-4122-1, 6621 CHEDDAR CREST

Peter Davis is requesting a rezone from A-1 (Legacy) to SFR and C.U.P. for 6621 Cheddar Crest to be in compliant as to build an accessory structure for a home-based business. Davis would like to have the structure hold a workshop and storage for a remodeling business where he would be the only employee. The building would have a bathroom which would connect to the existing septic and driveway connect to existing driveway. Steve Schwartzer read the C.U.P. conditions. Planning: Motion by Dulin and seconded by Rogers to approve the rezone and Conditional Use Permit for parcel #0911-293-4122-1, 6621 Cheddar Crest. All aye's, motion carried. Board: Motion by Kvalo and seconded by Grove to approve the rezone from A-1 (Legacy) to SFR and Conditional Use Permit, with the understanding if the business activity is not commenced within 365 days, then the C.U.P. expires, for parcel #0911-293-4122-1, 6621 Cheddar Crest

BUSINESS FOR TOWN BOARD

a. DISCUSS/CONSIDER APPROVAL OF ORDINANCE AMENDMENT RELATED TO DOUBLE FRONTAGE LOTS

This ordinance would clarify a front yard for a parcel with parallel streets and was created by the Six-Town's group. Motioned by Kvalo and seconded by Grove to adopt the Ordinance Amendment Related to Double Frontage Lots. All aye's, motion carried.

b. DISCUSS DRAFT ORDINANCE AMENDMENT RELATED TO RURAL BASED BUSINESSES AND RURAL RESIDENCES

The Six-Town's group is discussing an ordinance amendment to rural based businesses and rural residence for three or more acres. The ordinance allows for conditions to be set by a town. Further discussion is anticipated in the future.

DISCUSS ATV/UTV ORDINANCE UPDATE

A draft ordinance has been created authorizing use of ATV/UTV on all town roads. It would exclude roads that the town does not have jurisdiction over (ex. County Roads). All WI State Statutes would need to be followed for operating ATV/UTV's, including noise levels. Signage requirements and purchasing are being reviewed.

DISCUSS/CONSIDER TOWNWEB THREE-YEAR CONTRACT EXTENSION FOR TOWN'S WEBSITE

The current TownWeb contract is up for renewal and a three-year extension is being offered at a price of \$5,875 for the three-year contract. Motioned by Grove and seconded by Kvalo to approve the three-year contract with TownWeb for website hosting, maintenance and support. All aye's, motion carried.

DISCUSS/CONSIDER SPRING BURN DATE FOR SUBDIVISIONS

Motion by Grove and seconded by Kvalo to approve spring burn dates for subdivisions for April 10-13, April 24-27 and May 8-11, 2025. All aye's, motion carried.

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
Town Board Meeting
April 8, 2025, at 6:00 pm

SET FUTURE MEETINGS AND AGENDAS

May 13, 2025 – Board Meeting

ADJOURN

Planning: Motioned by Dulin and seconded by Rogers to adjourn at 7:52pm. All aye's, motion carried.

Board: Motioned by Grove and seconded by Willison to adjourn at 7:52pm. All aye's, Motion carried.

Submitted by Kim Grob, Clerk-Treasurer

DRAFT

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
Special Town Board Meeting
April 15, 2025, at 4:00 pm

ORDER OF BUSINESS

a. CALL TO ORDER

The meeting was called to order at 4:04pm by Chairman Willison. Board Members Present – Willison, Grove and Kvalo. Additional Attendees: Kim Grob. No additional public was present

BUSINESS

a. DISCUSSION/CONSIDER 2025 ROAD WORK

Road conditions were discussed as a result from the road inspections that were held on April 4. It was estimated that Muller Rd was previously chip sealed in 2018. Town Hall Rd needs repair and it is owned by the Town of Sun Prairie, City of Sun Prairie and Bristol. Willison reported an Intergovernmental Agreement may be created for cost sharing of this road. The City of Sun Prairie is discussing ditch cleaning along Bird Street by the HeyDay development with the property owners. Willison will be meeting with Dane Co Hwy Commissioner to discuss Hwy V & N intersection. Roads picked for chip sealing in 2025 are Muller Rd (Hwy N to Wilburn) 1 mile, Wilburn Rd (Hwy V to Vinburn Rd) 2.12 miles, Russett Rd (Hwy V to Vinburn Rd) 2 miles.

b. MOVE TO CLOSED SESSION UN WI STATS. SEC. 19.85(1) FOR PURPOSES OF EMPLOYMENT, COMPENSATION, OR PERFORMANCE EVALUATION OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY AND TO CONSIDER LEGAL COUNSEL ISSUES.

Motioned by Willison and seconded by Kvalo to move into closed session. Roll call: Brian Willison, aye; Chuck Kvalo, aye; Ben Grove aye. All ayes, motion carried.

c. RETURN TO OPEN SESSION TO CONSIDER ANY ACTION NECESSARY FROM CLOSED SESSION.

Motioned by Kvalo and seconded by Grove to move into open session. Roll call: Brian Willison, aye; Chuck Kvalo, aye; Ben Grove aye. All ayes, motion carried. No action in closed session.

ADJOURN

Motioned by Kvalo and seconded by Grove to adjourn at 5:46pm. All ayes, motion carried.

Submitted by Kim Grob, Clerk-Treasurer

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
Special Town Board Meeting
April 17, 2025, at 4:00 pm

ORDER OF BUSINESS

a. CALL TO ORDER

The meeting was called to order at 4:01pm by Chairman Willison. Board Members Present – Willison, Grove and Kvalo. Additional Attendees: Jim Tate, Public Works Assistant

BUSINESS

a. MOVE TO CLOSED SESSION UNDER WI STATS. SEC. 19.85(1) FOR PURPOSES OF EMPLOYMENT, COMPENSATION, OR PERFORMANCE EVALUATION OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY AND CONSIDER LEGAL COUNSEL ISSUES.

Motioned by Willison and seconded by Kvalo to move into closed session. Roll call: Brian Willison, aye; Ben Grove aye, Chuck Kvalo, aye. All aye's, motion carried.

b. RETURN TO OPEN SESSION TO CONSIDER ANY ACTION NECESSARY FROM CLOSED SESSION.

Motioned by Kvalo and seconded by Grove to move into open session. Roll call: Brian Willison, aye, Ben Grove aye, Chuck Kvalo, aye. All aye's, motion carried. Closed session action was offering and the acceptance by Jim Tate, Jr to the Public Works Lead position.

ADJOURN

Motioned by Kvalo and seconded by Grove to adjourn at 5:45pm. All ayes, motion carried.

Submitted by Brian Willison, Chairman

The Town of Bristol
Account QuickReport
As of April 30, 2025

Type	Date	Num	Name	Memo	Amount
Liability Check	04/01/2025		WRS	69-036-0118-000	-1,945.76
Check	04/07/2025	DEBIT	Upnet Wisconsin	Town Hall Internet	-89.99
Bill Pmt -Check	04/08/2025	30296	Alliant Energy/WPL	Twn Hall, Recycle Cntr, Egro Pk, St. Lights, Ice Rink	-1,354.24
Bill Pmt -Check	04/08/2025	30297	Associated Appraisal Consultants, Inc.	Inv. #179526 -April Services	-1,421.58
Bill Pmt -Check	04/08/2025	30298	Dorn True Value Hardware	March 2025 Stmt - Misc building supplies	-14.39
Bill Pmt -Check	04/08/2025	30299	General Engineering Company	Inv. #83 - February Bldg & Land Use Permits	-4,550.42
Bill Pmt -Check	04/08/2025	30300	Horstman Networks	Inv. #2053460 - April Monthly IT/Email Svcs	-140.00
Bill Pmt -Check	04/08/2025	30301	Insight FS	Fuel	-2,640.50
Bill Pmt -Check	04/08/2025	30302	Madison Sand & Gravel	Sand for Brooks Ridge Volleyball Court	-164.71
Bill Pmt -Check	04/08/2025	30303	MG&E	March2025 Stmt	-513.74
Bill Pmt -Check	04/08/2025	30304	Nahn and Associates, LLC	WDNR 2024 Annual Stormwater Report	-1,017.50
Bill Pmt -Check	04/08/2025	30305	Northeast Dane County Fire Unit	1st Qtr 2025 Fire Fees	-87,928.50
Bill Pmt -Check	04/08/2025	30306	Pellitteri Waste Systems	April Recycle & March Trash Svcs	-3,836.65
Bill Pmt -Check	04/08/2025	30307	Rhyne Business Products	April2025 Maint. Charge	-24.97
Bill Pmt -Check	04/08/2025	30308	Sundance BioClean Inc.	Inv. #2997 March Janitorial Svcs	-335.00
Bill Pmt -Check	04/08/2025	30309	Terminator Pest Control, LLC	Inv. #249726 - March Svcs	-55.00
Bill Pmt -Check	04/08/2025	30310	Travis Larson LLC	Mailbox Repair at 3142 Lymans Run	-155.00
Bill Pmt -Check	04/08/2025	30311	Wolf Paving & Excavating of Madison, Inc.	Inv. #50240 - 3.45 tn Coldmix	-517.50
Bill Pmt -Check	04/08/2025	30312	LRS, LLC	Billing Error - VOID:	0.00
Liability Check	04/08/2025	E-pay	United States Treasury	39-6005805 QB Tracking # 435809122	-1,997.86
Liability Check	04/10/2025		QuickBooks Payroll Service	Created by Payroll Service on 04/09/2025	-7,582.48
Bill Pmt -Check	04/15/2025	30313	Ben Giese	8.5 hrs Election Day	-127.50
Bill Pmt -Check	04/15/2025	30314	Bethany Nitehawk	8.75 hrs Election Day	-131.25
Bill Pmt -Check	04/15/2025	30315	Bonnie Schmidt	7 hrs Election Day	-105.00
Bill Pmt -Check	04/15/2025	30316	Cynthia Mastelle	6.75 hrs 3/31/2025, 15.75 hrs 4/1/2025	-450.00
Bill Pmt -Check	04/15/2025	30317	Diane Mosso	6.75 hrs Election Day	-101.25
Bill Pmt -Check	04/15/2025	30318	Ginger Anderle	7 hrs Election Day	-105.00
Bill Pmt -Check	04/15/2025	30319	Harold Silvester	7 hrs Election Day	-105.00
Bill Pmt -Check	04/15/2025	30320	Janet Storch	8.5 hrs Election Day	-127.50
Bill Pmt -Check	04/15/2025	30321	Julie Mallder	8.5 hrs Election day	-127.50
Bill Pmt -Check	04/15/2025	30322	Kay Radke	7 hrs Election Day	-105.00
Bill Pmt -Check	04/15/2025	30323	Kurt DeGroot	8.25 hrs Election Day	-165.00
Bill Pmt -Check	04/15/2025	30324	Lisa Rickert	8.5 hrs Election Day	-127.50
Bill Pmt -Check	04/15/2025	30325	Marcia Forbes	8.5 hrs Election Day	-127.50
Bill Pmt -Check	04/15/2025	30326	Marilyn Silvester 1	7 hrs Election Day	-105.00
Bill Pmt -Check	04/15/2025	30327	Michelle Porter	8.5 hrs Election Day	-127.50
Bill Pmt -Check	04/15/2025	30328	Rachel Gallagher	12 hrs Election Day	-180.00
Bill Pmt -Check	04/15/2025	30329	Sam Skemp	15 hrs Election Day	-225.00
Bill Pmt -Check	04/15/2025	30330	Sandra Dulin	8.75 hrs Election Day	-131.25
Bill Pmt -Check	04/15/2025	30331	Steve Bretzman	6.75 hrs Election Day	-101.25
Bill Pmt -Check	04/15/2025	30332	Sue Sewell	7.25 hrs Election Day	-108.75
Bill Pmt -Check	04/15/2025	30333	Sue Weirough	6.75 hrs Election Day	-101.25
Bill Pmt -Check	04/15/2025	30334	Dyros, Inc.	Reimburse Permit #24-0259	-176.00
Bill Pmt -Check	04/15/2025	30335	LRS, LLC	Recycle Cntr and Bristol Gardens Svcs	-438.90
Bill Pmt -Check	04/15/2025	30336	Northeast Community Court	1st Quarter 2025	-250.00
Bill Pmt -Check	04/15/2025	30337	Weld Riley S.C.	February 2025 Svcs	-148.90
Liability Check	04/22/2025	E-pay	United States Treasury	39-6005805 QB Tracking # 1577272122	-1,869.16
Liability Check	04/22/2025	E-pay	Wisconsin Department of Revenue	39-6005805 QB Tracking # 1577363122	-594.35
Liability Check	04/24/2025	DEBIT	WRS	Pre-Tax Health Ins., Muni Pd Health Ins.	-4,628.96
Liability Check	04/24/2025		QuickBooks Payroll Service	Created by Payroll Service on 04/22/2025	-6,847.13
Liability Check	04/24/2025	E-pay	United States Treasury	39-6005805 QB Tracking # 1577492122	-130.81
Check	04/24/2025	DEBIT	NUSO LLC	Phone Services	-148.32
Bill Pmt -Check	04/24/2025	30338	Axley Brynson, LLP	Inv. #1014384	-1,037.40
Bill Pmt -Check	04/24/2025	30339	Steve Bretzman	6.5 hrs Election Day	-97.50
Bill Pmt -Check	04/24/2025	30340	Visa - Elan Financial Services	Postage, Office Supplies, Trng Road School, Recycle Cntr Repair	-923.42
Liability Check	04/25/2025	DEBIT	North Shore Bank	010-7001187	-200.00
Liability Check	04/30/2025	DEBIT	WRS	69-036-0118-000	-1,941.12
Total 100 - General Fund					-138,702.56

Town of Bristol
Treasurer's Report
April 2025

General Fund

Beginning Balance 4/01/2025			\$5,165.21
Deposits	\$	63,908.72	
Transfer from ICS Account	\$	120,000.00	
Withdrawals		\$	136,644.39
Ending Balance 4/30/2025			<u>\$52,429.54</u>

Money Market

Beginning Balance 4/01/2025			\$2,011.13
Interest	\$	0.10	
Transfer to General Fund		\$	-
Ending Balance 4/30/2025			<u>\$2,011.23</u>

ICS Account

Beginning Balance 4/01/2025			\$477,316.02
Interest	\$	1,314.34	
Transfer to General Fund		\$	150,000.00
Ending Balance 4/30/2025			<u>\$328,630.36</u>

LGIP Fund

General

Beginning Balance 4/01/2025			\$991.47
Interest	\$	225.27	
DOT Muni Trn Aid	\$	53,271.99	
2024 Lottery Credit Settlement	\$	35,321.86	
Ending Balance 4/30/2025			<u>\$89,810.59</u>

Parks

Beginning Balance 4/01/2025			\$89,065.17
Interest Earned	\$	321.29	
Ending Balance 4/30/2025			<u>\$89,386.46</u>

Equipment

Beginning Balance 4/01/2025			\$5.02
Interest Earned	\$	0.02	
Ending Balance 4/30/2025			<u>\$5.04</u>

Total Funds As April 30, 2025 \$562,273.22

Parks Fund - LGIP **-\$89,386.46**
 ARPA Funds Expenses Outstanding **-\$49,975.64**

Total Funds \$422,911.12

TOWN OF BRISTOL
Cover Sheet for Agenda Packet Section

IV. Business

a.

No Packet Material For This Item

TOWN OF BRISTOL
Cover Sheet for Agenda Packet Section

IV. Business

b.

AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Dane, hereinafter referred to as "COUNTY," and the Town of Bristol, hereinafter referred to as "MUNICIPALITY,"

WITNESSETH:

WHEREAS, pursuant to Sec. 83.035 and Sec. 66.0301, Wis. Stats. and Sec. 25.75 of the Dane County Ordinances, COUNTY is authorized to enter into agreements with local municipalities within the county relating to the financing, planning, establishing, improving, maintaining, using, regulating, vacating, and constructing of public ways within the county; and,

WHEREAS, MUNICIPALITY is desirous of having COUNTY perform work, more particularly described in Item 7 (Proposal/Estimate), on certain highways located within MUNICIPALITY'S jurisdiction;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, COUNTY and MUNICIPALITY do agree as follows:

1. COUNTY will perform or cause to be performed the road work described in Item 7 (Proposal/Estimate) in a good and workmanlike manner. The road work shall be accomplished as directed by MUNICIPALITY.
2. Each month COUNTY shall supply to MUNICIPALITY a breakdown of all costs incurred by COUNTY in performing such work for the benefit of MUNICIPALITY. MUNICIPALITY shall forthwith pay to COUNTY the entire sum of all actual costs incurred by the COUNTY in the performance of its obligations under this agreement as set forth in Paragraph 5 herein, it being expressly understood by the parties hereto that the estimate set forth in Item 7 (Proposal/Estimate) is in no way a limitation upon reimbursement to COUNTY.
3. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
4. Non Discrimination. In the performance of services under the Agreement, each party agrees to abide by its own equal employment, non-discrimination and Affirmative Action requirements.
5. MUNICIPALITY shall pay its obligations under this Agreement within sixty (60) days of billing by COUNTY as specified in Item 2 above, and any obligations remaining unpaid after 60 days of billing shall bear interest at the rate of six percent (6%) per annum from the date of billing.
6. Actual costs incurred by COUNTY under this Agreement include any retroactive pay increases that may be granted to COUNTY employees performing this work.

7. Proposal/Estimate

Location: Those portions of the following road segments in the Town of Bristol

	Estimated Cost
A. Egre Rd from CTH N to Windsor line 3129 Egre ~0.9 mi	\$ 8,000.00
N.Bird St from Egre to Happy Valley Rd ~1.0 mi	
Happy Valley Rd from CTH N to Windsor line ~1.7 mi	
Vinburn Rd from CTH N to Mile Rd ~1.6mi	
B. Evaluate the above segments to locate passing/no passing zones	\$ 2,000.00

Total estimated cost per Estimate Sheets (detailed and revised), on file with the Dane County Highway and Transportation Department. \$ 10,000.00

8. Each Party warrants for itself that it has complied with all necessary requirements to execute this Agreement, and the signatories to this Agreement represent that they have authority to enter into the Agreement on behalf of their respective Parties.
9. COUNTY and MUNICIPALITY agree that each will comply with all applicable state and federal laws in performing the work under this agreement, including but not limited to any applicable wage laws and public bidding laws.
10. The entire Agreement of the Parties is contained herein, and this Agreement supercedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this Intergovernmental Agreement shall not be amended in any fashion except in writing, executed by the Parties.

IN WITNESS WHEREFORE, MUNICIPALITY and COUNTY have executed this agreement effective as of the date when all parties hereto have affixed their signatures.

FOR THE MUNICIPALITY::

Date

Date

FOR THE COUNTY OF DANE:

Clement Abongwa Date
Highway Commissioner

TOWN OF BRISTOL
Cover Sheet for Agenda Packet Section

IV. Business

c.

**AMENDED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SUN PRAIRIE, THE TOWN OF BRISTOL, THE TOWN OF SUN PRAIRIE,
AND THE NORTHEAST DANE COUNTY FIRE UNIT
PURSUANT TO WIS. STAT. § 66.0301**

This agreement, made and entered into by and between the City of Sun Prairie ("City"), the Town of Bristol ("Bristol"), the Town of Sun Prairie ("TSP"), and the Northeast Dane Fire Unit (NEDFU), is effective as of January 1, 2024.

RECITALS

WHEREAS, the City, Bristol, and TSP have worked cooperatively in the past to support the Sun Prairie Volunteer Fire Department Company, Inc. ("Volunteer Fire Department") in providing fire protection services to their communities; and

WHEREAS, the TSP and Bristol (collectively, "Towns" or "the Towns") have formed NEDFU to provide fire protection and prevention services to their communities; and

WHEREAS, NEDFU has provided fire vehicles and apparatus to be used by the Volunteer Fire department; and

WHEREAS, NEDFU contracted with the Town of Burke to provide fire protection and fire prevention services to Burke for the first six months of 2024; and

WHEREAS, the City, the Towns, and NEDFU recognize that the Volunteer Fire Department, a fire company organized pursuant to Wis. Stat. § 213.02(1), stopped providing fire protection services on January 1, 2024, due to the City organizing a municipal fire department; and

WHEREAS, the City, Towns, and NEDFU recognize that the City began operating a municipal fire department ("Fire Department") on January 1, 2024; and

WHEREAS, the Towns and NEDFU wish to contract with City for the provision of fire protection services from Fire Department; and

WHEREAS, the City, the Towns, and NEDFU have previously entered contracts with the Volunteer Fire Department for firefighting services, and an intergovernmental agreement with each other addressing funding; and

WHEREAS, the parties collectively wish to document all agreements related to firefighting services in one agreement.

NOW, THEREFORE, it is hereby agreed that the parties amend and revise their intergovernmental agreement to read as follows:

1. **Authorization to Act.** This Agreement incorporates the above recitals and is entered into pursuant to Wis. Stat. § 66.0301.
2. **Purpose.** The purpose of this Agreement is to is to set forth the terms upon which the City will provide fire protection services to the Towns and NEDFU.
3. **Effective Date and Term.** This agreement will be effective beginning January 1, 2024 at 6:00 am, and will be in full force and effect from January 1, 2024 through December 31, 2029. After December 31, 2029, this contract will automatically renew for two additional years, unless a party has provided written notice of its intent not to renew prior to June 1, 2028.
4. **NEDFU Membership.** The parties agree that NEDFU will not add any additional members without the approval of the City. If NEDFU contemplates adding addition members, they will provide the City with written notice and the parties will meet and confer to discuss whether members should be added; and if so, an equitable reallocation of the funding formula.
5. **Finances and Budgeting.**
 - 5.1. **Shared Expenses.** The parties agree that expenses to operate the Fire Department will be shared according to the McGrath Funding Formula, as previously agreed. The McGrath formula is attached to this agreement as Exhibit 1 and expected charges for 2024 are attached to this agreement as Exhibit 2. The parties are collaborating with the Wisconsin Policy Forum on a study in 2024, which will include a review of the funding formula and evaluation of shared costs.
 - 5.2. **Budgeting.** The Fire Department will propose an annual budget as part of the City's budget process. NEDFU will be provided with a copy of the City's cost to continue and any initiatives brought forth by the Fire Chief by September 15. The Mayor's Proposed Executive Budget will be provided when it is sent to the Committee of the Whole for review. The annual budget approved by the Common Council will be sent to the Towns within 10 days after approval, along with the required contributions of each Town under the funding formula for the next year. Power to approve the Fire Department budget lies solely with the City. The cost of any service

that is covered by the fee schedule referenced in section 5.4.1 below will not be included in the budget total that is allocated to the Towns. If the required contribution of either Town exceeds the prior year contribution by more than 15%, all parties shall meet and confer to discuss the need for the increase. If a resolution is not reached through such discussions, either or both Towns may, notwithstanding the provisions of section 3 above, withdraw from this Agreement upon providing 180 days notice to the other parties. Upon withdrawal any withdrawing Town shall be reimbursed for any prepaid contributions on a prorata basis.

5.3. Billing. The City will invoice the Towns care of NEDFU in March for their annual share of expenses as provided in Section 4.1, with copies of invoices provided to each respective town. Payment will be due quarterly based on the payment schedule provided by the City

5.4. Fees and Charges for City Services.

5.4.1. Service Charges. The City will charge recipients for services within the Towns and NEDFU fees for any service provided by the Fire Department for which the City charges a fee within the City, and such charges will be at the same rate as the City charges recipients of such services within the City. As of January 1, 2024, no fees are being charged to City residents for the fire portion of these services. The City will provide the Towns with a fee schedule should a fee be imposed. The City agrees not to assess a fee for the first fire inspection of any property each year.

5.4.2. Fire Department Fees. The Towns and NEDFU will collect, charge, and provide to the City all fees the Town collects on behalf of the City for fire inspection, fire protection engineering, fire-related plan review, elevator inspections and other Fire Operations and Fire Prevention related services performed by the City, at the same rates charged within the City, unless such fees were charged directly to the recipient of the service and paid directly to the City. When collected, the Town will provide these fees to the City within thirty (30) days.

5.4.3. Fire Entitlement Dues. The Towns will retain the two percent (2%) dues received by each Town from the State of Wisconsin relating to fire entitlement dues as authorized under Wis. Stats. § 101.575 and comply with all fire dues distribution audit reports and associated documentation required under Wis. Stats. § 101.573.

5.4.4. Financial Record Keeping. The City will keep and maintain accurate records relating to the Fire Department. In 2024, the City will provide the Towns with a copy of the Fire Department's audit. Starting in 2025, the City will notify the Towns and NEDFU when the

City's annual audit becomes available, and provide a full and complete copy of the audit and any other financial documents relating to the Fire Department upon request of either Town.

5.4.5. Highway Service Calls. Any highway service calls in the Towns will be billed out by the Fire Department and any money collected will be turned over to NEDFU.

6. Services Provided.

6.1. Fire Operations. The City will provide Fire Operations services within the Towns and NEDFU, and to all persons and premises within the Towns and NEDFU, at the same level of service provided in the City. The City will provide continuous coverage consisting of at least one fire engine staffed by four firefighters from the fire stations in the City and services including fire suppression, rescue, auto-extrication, emergency medical response to support EMS providers, community risk reduction education, and fire inspection.

6.2. Fire Prevention. The City will provide Fire Prevention services within and to all persons and premises within the Towns and NEDFU at the same level of service that is provided in the City, subject to the following conditions:

6.2.1. Ordinances and Fee Schedules. The City's obligation to provide fire inspections, fire protection engineering review, and fire protection plan review is contingent upon the Towns authorizing the Fire Chief or their designee to issue official notices and orders to correct violations, to issue citations, and to commence other ordinance enforcement actions for violations of Town ordinances relating to fire prevention.

6.2.2. Right to Burn Brush. The Towns retain the right to allow brush burning and prescribed burns, subject to reasonable fire prevention restrictions and all applicable laws.

6.2.3. Initial Review and Notification. The City will, by the effective date of this agreement, give written notice to the Towns of all changes to Town fees and ordinances requested to be adopted by the Town to satisfy the conditions of this subsection. The City recognizes the sole authority of the Towns to change their ordinances as their Town Boards see fit.

6.3. Fire Education and Information. The City will provide community education, fire prevention and fire safety information for the Towns and the NEDFU service area when reasonably requested and when available, and through existing resources and services. This City will identify what portion of the budget is used for these services.

6.4. Code Enforcement. The Towns will have the responsibility and authority to prosecute or otherwise resolve citations and enforcement actions issued or commenced by the City for

alleged violations of fire prevention ordinances and will provide their own legal counsel to address these issues. The City and its employees and officials shall reasonably cooperate with the Town in any such enforcement actions; including, but not limited to, providing testimony and documents.

6.5. Advanced Life Support. All parties acknowledge that the City of Sun Prairie participates in the Dane County Advance Life Support Intergovernmental Agreement, and that firefighters may be used to support Sun Prairie paramedics.

6.6. Operational Policy. Operational policy for providing Fire Operations and Fire Prevention services under this Agreement will be established by the City, and the City will have the responsibility for implementation of all policies adopted. The City shall notify and consult with the Towns concerning any changes which impact a Town.

6.7. Fire Department Liaison. The City agrees to designate a member of the Fire Department command staff (Chief, Deputy Chief, or Battalion Chief) to act as a liaison with the Towns and NEDFU. The liaison will attend up to two meetings of the Town Boards annually, if requested, and will be available to respond to any issues or concerns raised by the Towns or NEDFU.

7. Performance Standards. The City will ensure the Fire Department maintains the following performance standards:

7.1. Professional Standards. The Fire Department will provide service at or above the level of service previously provided by the Sun Prairie Volunteer Fire Department, which followed the NFPA standards for volunteer fire departments. In addition, the Fire Department will comply with all state and federal regulations applicable to its operation and maintain training records consistent with state law. The NFPA will be used as a guide in establishing future fire department standards.

7.2. Fire Prevention Inspections. The Fire Department will conduct periodic inspections of all commercial buildings as required by town code and more frequently upon the request of the Towns.

7.3. Personnel. The City will comply with all state and federal regulations regarding personnel matters, including equal opportunity and non-discrimination clauses. The Fire Department will enforce all policies and Standard Operating Guidelines and comply with the Sun Prairie Municipal Code. All personnel will be employees of the City, which has sole responsibility for

hiring, firing, and discipline consistent with Wis. Stat. § 62.13 and any applicable union contracts.

- 8. Fire Station Locations.** The Fire Department will operate out of the fire stations owned by the City at 135 N. Bristol Street and 2598 W. Main Street in the City. The City is responsible for maintaining and insuring these buildings. The Towns and NEDFU will be consulted on the addition of any new fire stations and agree to reasonably work with the City to locate a station in their boundaries if deemed appropriate.
- 9. City Personnel.** The personnel providing services under this Agreement will be employees of the City and are not agents or employees of the Towns or NEDFU. The City will be solely responsible for paying all wages, benefits, disability payments, liability insurance, and pension and workers compensation claims for City employees providing services under this Agreement, and for damage to City equipment and clothing used in providing services under this Agreement.
- 10. Vehicles and Equipment.** The City will maintain all vehicles and equipment purchased or otherwise provided by the City. Maintenance will be billed according to the terms of this Agreement. All new vehicles acquired by and for the Fire Department will be suitable for rural fire service, purchased and owned by the City and billed according to the McGrath formula. Vehicles owned by NEDFU will be maintained by NEDFU at their expense and will be utilized by the City for fire prevention purposes in the City and Towns until deemed unsuitable by the City's Fire Chief and Fleet Manager. At the time vehicles are taken out of service, NEDFU will sell the vehicles to the City for \$1 to be sold by the City to a third party for the highest reasonably feasible amount and the sale proceeds of such third party sale shall be credited to the non-lapsing fleet fund. Engine 8 will be titled to the City at the time of execution of this agreement.

Vehicles owned by the City and NEDFU will be used in both the City and the Towns for fire prevention services, as well as other jurisdictions pursuant to mutual aid agreements.

The City will provide the Towns and NEDFU a fleet replacement schedule when the cost to continue is provided. The City will also study vehicle replacement in 2024 and provide the Towns with an estimate of future costs.

- 11. Complaints.** Complaints regarding the performance of the Fire Department must first be addressed to the Chief in writing. The Chief will provide a written response, with a copy to the City Administrator. If still aggrieved, the complainant may make a complaint to the City Administrator. The Administrator will notify the appropriate Town Chair of complaints arising from service in the towns. Where appropriate, the Administrator will notify the Mayor, Council President, Common Council, and/or the Police and Fire Commission about complaints regarding the Fire Department. Either or both Towns may, as they deem appropriate, file complaints with the City Police and Fire Commission.
- 12. Insurance.** The City will obtain whatever insurance coverage is reasonable and necessary relating to its firefighting and related services, including but not limited to general and premises liability, auto liability and casualty, errors and omissions, directors and officers, employment practices (all of which will have a minimum of \$5,000,000 coverage) and worker's compensation (which will have \$1,000,000 coverage) and personal property insurance. The cost of such insurance will be a component of the yearly operating budget of the Fire Department. The City will insure vehicles owned by NEDFU and leased and operated by City.
- 13. Hold Harmless.** The City will indemnify, defend, hold NEDFU and the Towns harmless for any and all claims arising out of any acts or omissions subject to this Agreement, except to the extent caused by the negligence or willful misconduct of a Town or NEDFU.
- 14. Assignment of Leases.** The parties agree that the City assumes the role of the Volunteer Fire Department in the vehicle use agreements and arrangements with NEDFU for the duration of this agreement or until vehicles are surrendered to City for sale. The City will lease all vehicles owned by NEDFU for \$1.
- 15. Public Records Law Compliance.** The parties acknowledge that the City, Towns, and NEDFU are all subject to Wisconsin Open Records Law and will cooperate in filling records requests.
- 16. Termination.** Except as provided in section 5.2 above, this agreement may only be terminated for material breach of this Agreement, or failure to pay as required by Section 4 of this agreement. If a

party wishes to exit the agreement prior to the term of the agreement, they will provide notice one year in advance.

17. Change of Law/Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable by a change in state or federal law, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

18. Conflict Resolution. The parties pledge their good faith to resolve any concerns or disputes that arise regarding their respective obligations. Any potential misunderstandings or disputes that are not resolved by Town Staff and the Fire Department liaison will be addressed by a group consisting of the City Administrator, the Town Chair, the City Fire Chief, and any staff members and legal counsel requested by either party. Either party may at any time request a meeting with the other party to discuss a concern relating to this Agreement. Nothing in this section is intended to prevent any party from seeking any remedy available to it under this Agreement from a court of competent jurisdiction in Dane County, Wisconsin. The parties agree that specific performance is an appropriate remedy for any breach of this Agreement and that party need not show that damages are not a sufficient remedy to obtain specific performance by the other party.

19. Notices. All notices to be given will be in writing and delivered by personal delivery or certified mail, as follows:

City of Sun Prairie	City Administrator 300 E Main Street Sun Prairie, WI 53590	City Clerk 300 E Main Street Sun Prairie, WI 53590
Town of Bristol	Town Chair 7747 County Road N Sun Prairie, WI 53590	Town Clerk/Treasurer 7747 County Road N Sun Prairie, WI 53590
Town of Sun Prairie	Town Chair 5556 Twin Lane Road Marshall, WI 53559	Town Clerk 5556 Twin Lane Road Marshall, WI 53559

Northeast Dane Fire Unit Notice provided to the Bristol and Sun Prairie Town Chairs will suffice.

Any party may change the names and addresses for giving notice to such party by delivering written notice of such change or changes to the other parties.

20. Non-Discrimination. In the performance of the services under this Agreement, the parties agree not to discriminate against any employee or applicant for employment in accordance with all applicable federal, state, and local laws, including protections for race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level, physical appearance, gender identity, political beliefs, or student status.

21. No Waiver. No failure to exercise, and no delay in exercising, any right, power, or remedy on the part of a party will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy. No express waiver will affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and will be operative only for the time and to the extent expressly provided by the party. A waiver of any covenant, term or condition will not be constructed as a waiver of any subsequent breach of that same covenant, term, or condition.

22. Choice of Law and Forum Selection. This Agreement will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue will be a court of competent jurisdiction in Dane County, Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such dispute according to any law.

23. Enforcement. This Agreement will be governed by the laws of the State of Wisconsin. Any act by either party in violation of this Agreement will be remedied by the courts of the State of Wisconsin. This Agreement is intended to provide all parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.

24. Binding Effect/Assignment. The parties have entered into this Agreement under the authority of Wis. Stat. § 66.0301. The parties agree that this Agreement will be binding upon all parties. No party

may assign its obligations to any third party without the prior written consent of the other party. Subject to the foregoing, the parties agree that this Agreement will be binding upon and inure to the benefit of all parties, as well as their respective successors and authorized assigns.

- 25. Construction.** The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to execution, each party has had full and adequate opportunity to have this agreement reviewed by, and obtain the advice of, its own legal counsel. Nothing in this Agreement will be construed more strictly for or against any party because that party's attorney drafted this Agreement.
- 26. Amendment.** This contract may be amended from time to time by written agreement of the City, both Towns, and NEDFU.
- 27. Entire Agreement.** This Agreement, including any addenda and exhibits, sets forth the entire agreement between the City, the Towns, and NEDFU regarding the City's provision of fire protection and prevention services to the Towns and NEDFU, and supersedes any prior discussions, agreements, or understandings, either written or oral.
- 28. Authority.** Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.
- 29. Electronic Execution.** Signatures on this Agreement may be exchanged between the parties using DocuSign and will be as valid as original ink signatures. Copies of this Agreement, fully executed, will be as valid as an original.
- 30. Nonwaiver of Governmental Immunity.** No provision of this Agreement shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon any party by applicable provisions of Wisconsin law.

Intergovernmental Agreement for Fire Services

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all parties have affixed their respective signatures.

CITY OF SUN PRAIRIE

Steven C. Stocker, Mayor

Elena Hilby, City Clerk

Aaron Oppenheimer, City Administrator

Christopher Garrison, Fire Chief

Approved as to form:

Caitlin Stene, Director of Administrative Services

Kathleen McDaniel, City Attorney

TOWN OF BRISTOL

Brian Willison, Town Chair

Kim Grob, Town Clerk/Treasurer

TOWN OF SUN PRAIRIE

Lyle Updike, Town Chair

Kay Weisensel, Deputy Clerk/Treasurer

NORTHEAST DANE FIRE UNIT

Joe Seltzner, Chair

Kay Weisensel, Treasurer

Date

Date

**Exhibit 1:
McGrath Funding Formula**

The McGrath Formula utilizes three factors to determine Fire Department Funding Shares:

1. Percentage of Total Equalized Value, as determined by the Wisconsin Department of Revenue
2. Percentage of Total Population, as determined by the Wisconsin Department of Administration
3. Percentage of Total Call Volume/Runs, as determined by the Sun Prairie Fire Department and averaged over the last three full years of service

The McGrath Funding Formula is as follows:

E = Percentage of Total Equalized Value

P = Percentage of Total Population

R = Percentage of Total Call Volume/Runs (Three Year Average)

$$\text{Share of Fire Department Funding} = (E+P+R)/3$$

EXHIBIT 2: 2024 Budget Allocation Under McGrath Formula**January – June***serving City of Sun Prairie, Town of Bristol, Town of Sun Prairie, and NEDFU*

		2024	McGrath Calculation			
		Total Expenses	Sun Prairie 78.46%	Town of Bristol 8.87%	Town of SP 5.37%	Town of Burke 7.30%
Fire Costs						
	Fire Chief	52,317	41,048	4,639	2,811	3,819
	Fire Deputy Chief	46,253	36,290	4,101	2,485	3,376
	Fire Admin Asst	19,541	15,332	1,733	1,050	1,426
	Firefighters	1,336,999	1,049,009	118,547	71,841	97,601
	Operating	141,834	111,283	12,576	7,621	10,354
	Contractual Services	34,768	27,279	3,083	1,868	2,538
	Prof. Development	23,500	18,438	2,084	1,263	1,716
	Insurance	1,250	981	111	67	91
	Utilities	21,000	16,477	1,862	1,128	1,533
	Operating Total (1)	1,677,461	1,316,137	148,736	90,134	122,454
Capital						
	Standard	10,000	7,846	887	537	730
	Fleet Replacement	210,802	165,395	18,691	11,327	15,389
	Capital Total	220,802	173,241	19,578	11,864	16,119
	GRAND TOTAL	1,898,262	1,489,378	168,314	101,998	138,573

July – December*serving City of Sun Prairie, Town of Bristol, and Town of Sun Prairie*

		2024	McGrath Calculation		
		Total Expenses	Sun Prairie 84.58%	Town of Bristol 9.62%	Town of SP 5.80%
Fire Costs					
	Fire Chief	52,317	44,248	5,033	3,036
	Fire Deputy Chief	46,253	39,119	4,449	2,684
	Fire Admin Asst	19,541	16,527	1,880	1,134
	Firefighters	1,336,999	1,130,789	128,619	77,590
	Operating	141,834	119,958	13,644	8,231
	Contractual Services	34,768	29,406	3,345	2,018
	Prof. Development	23,500	19,876	2,261	1,364
	Insurance	1,250	1,057	120	73
	Utilities	21,000	17,761	2,020	1,219
	Operating Total (1)	1,677,461	1,418,741	161,371	97,349
Capital					
	Standard	10,000	8,458	962	580
	Fleet Replacement	210,802	178,289	20,279	12,234
	Capital Total	220,802	186,747	21,241	12,814
	GRAND TOTAL	1,898,263	1,605,488	182,612	110,163
2024 GRAND TOTAL			3,094,866	350,926	212,161
Increase due to Burke leaving			116,112	14,301	8,162

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

d.

No Packet Material for This Item

TOWN OF BRISTOL
Cover Sheet for Agenda Packet Section

IV. Business

e.

No Packet Material for This Item

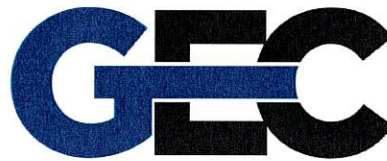
TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

V. Business

a.

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



608-742-2169 (Office)
608-742-2592 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

ZONING ADMINISTRATOR REVIEW REPORT

TO: Town of Bristol Plan Commission, Town Board, Town Clerk/Treasurer

FROM: Kory D. Anderson, P.E., Town of Bristol Zoning Administrator
Mitchell Bortz, Town of Bristol Assistant Zoning Administrator

DATE: (for) May 13, 2025 Plan Commission/Town Board Meeting

SUBJECT: Zoning Change Review for Hamrick
Tax Parcel 0911-171-8190-8

GEC NO.: 2-0124-41E

Background Information

Owner/Applicant: Thomas Hamrick
7366 County Road N
Sun Prairie, WI 53590

Agent/Surveyor Nathan Uttech
Uttech Homes
27 E Waterloo Road
Waterloo, WI 53594

Location: 7366 County Road N
In part of the NE ¼ of the NE ¼ of Section 17, all in T9N, R11E, Town of Bristol,
Dane County, WI.

Request: Zoning Change Approval

Existing Zoning:	Tax Parcel 0911-171-8190-8	A-1	1.31 Acres
		Total	1.31 Acres

Existing Land Use: The existing parcel currently has a single-family house with a driveway connecting to County Road N. There are a few accessory buildings located in the rear and side yards of the property. There are no steep slopes, wetlands, or floodplains associated within the parcel.

Adjacent Land Uses: North: Agricultural
West: County Road N, Commercial, Agricultural
East: Agricultural
South: Agricultural

Proposal

Zoning Change:	Tax Parcel 0911-063-8790-0	SFR	1.31 Acres
		Total	1.31 Acres

Applicant submitted information for a zoning change of Tax Parcel 0911-063-8790-0 from zoning A-1 Agriculture District (Legacy) to SFR Single Family Residential Zoning District. The applicant would like to rezone the property to the new Town's ordinance for less restrictive rear yard setbacks for a future addition to the principal structure.

Portage • Black River Falls • La Crosse



Consulting Engineering • Structural Engineering • Building Design • Environmental Services • Building Inspection • GIS Services
Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services



Submittals/Attachments

1. Zoning Change Application, received April 16, 2025.
2. Jurisdictional Review Form, not yet received..
3. Site Plan and Building Floor Plan/Elevations, received April 16, 2025.
4. Land Use Permit Application, received April 16, 2025.

GEC reviewed the attachments and the information submitted by the applicant/agent and has the following comments outlined below:

Comprehensive Plan

The planned future land use for this parcel is Single Family Residential. I'll always defer to the Town on the history of a property meeting the density requirements in the Town's Comp Plan. There may be extraterritorial review authority by the Village of Windsor for this property.

Town Ordinances

1. General

Applicant has submitted a land use permit for the new addition to the principal structure. The site plan for the addition shows that the rear yard setback to the property line will be 45 feet. In the old legacy zoning the minimum rear yard setback is 50 feet. In the newer Town's ordinance SFR allows the rear yard setback to be reduced to a minimum setback requirement of 25 feet. All setbacks will be verified as part of the land use permit process.

Recommendation

GEC recommends that the Plan Commission conditionally approve the proposed zoning change of Tax Parcel 0911-171-8190-8 from zoning A-1 Agriculture District (Legacy) to SFR Single Family Residential Zoning District, contingent on the following:

1. Town Board discuss any concerns with above comments.
2. Any comments or conditions from the Town's Attorney shall be addressed.
3. Applicant obtains a land use permit and building permit for the addition to the principal structure.

ZONING CHANGE 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:

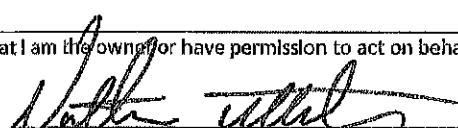
➤ **Written Legal Description of the Proposed Zoning Boundaries**

Legal description of the land that is proposed to be changed. The description may be a lot in a plat, Certified Survey map, or an exact metes and bounds description. A separate legal description is required for each zoning district proposed. The description shall include the area in acres or square feet.

➤ **Scaled Drawing of the Location of the Proposed Zoning Boundaries**

The drawing shall include the existing and proposed zoning boundaries of the property. All existing buildings shall be shown on the drawing. The drawing shall include the area in acres or square feet.

OWNER	AGENT (Contractor, Coordinator, Other)
NAME Thomas Hamrick	CONTACT NAME Nathan Uttech
BUSINESS NAME or CO-OWNER'S NAME (if applicable)	BUSINESS NAME (if applicable) Uttech Homes
MAILING ADDRESS 7366 County Road N	MAILING ADDRESS 27 E Waterloo Rd
CITY, STATE, ZIP Sun Prairie, WI 53590	CITY, STATE, ZIP Waterloo, WI 53594
DAYTIME PHONE # (608) 361-8650	DAYTIME PHONE # (920) 390-0745
EMAIL tphamrick@gmail.com	EMAIL nathan@uttechhomes.com

LAND INFORMATION	
Town: Bristol	Parcel Numbers Affected: 0911-171-8190-8
Section: 17	Property Address or Location: 7366 County Road N, Sun Prairie, WI 53590
Zoning District Change (To / From / # of acres) A1 to Single family residence	
Soils classification of area (percentages) Class I Soils: _____ % Class II Soils: _____ % Other: _____ %	
Narrative: (reason for change, intended land use, size of farm, time schedule)	
<input type="checkbox"/> Separation of buildings from farmland	<input type="checkbox"/> Creation of a residential lot
<input type="checkbox"/> Compliance for existing structures and/or land uses	<input checked="" type="checkbox"/> Other
Rezoned to new town ordinance for less restrictive set backs for future addition	
I authorize that I am the owner or have permission to act on behalf of the owner of the property.	
Signature: 	Date: 4-16-25