

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

The Bristol Town Board will hold a meeting on Tuesday, July 8, 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: June 10, 2025, Meeting
 - d. Approval of Check Register & Treasurer's Report for June 2025
- II. Public Comment – Items Not on The Agenda
- III. Parks Committee Report
- IV. Business
 - a. Discuss/Consider Wilburn Road Culvert Quote
 - b. Discuss/Consider Culvert Inventory Program
 - c. Discuss/Consider Scott's Construction Quote for Road Wedging
 - d. Discuss/Consider PASER Rating Proposals
 - e. Discuss/Consider Operator Licenses for Dawn Kartman, Sarah Nelson, Tizanna Sannino, and Chloe Miller
 - f. Report Date Set for September 6, 2025, Electronic Recycling Event
 - g. Update Lov-It Brands Campus Project
- V. Set Future Meetings and Agendas
- VI. Adjourn.

Notice is hereby given that it is possible that a majority of the Town Board or other governmental body may be present at the above meeting of the Town Board to gather information about a subject over which they have ultimate decision-making responsibility. If such a majority is present, it will constitute a meeting of the Town Board or other governmental body under Wisconsin's Open Meeting Laws and is hereby being noticed as such, although only the Planning Commission and Town Board will take formal action at the above meeting.

Any person who has a qualifying disability as defined by the American with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact the clerk at 608-837-6494, 7747 County Road N, Sun Prairie, WI 53590, at least 24 hours prior to the meeting so the necessary arrangements can be made to accommodate each request.

Kim Grob, Town Clerk-Treasurer
Certified Posting: 7-3-2025 Town Hall and website.

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
Jt. Planning-Town Board Meeting
June 10, 2025, at 6:00 pm

ORDER OF BUSINESS

a. CALL TO ORDER

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

b. PLEDGE OF ALLEGIANCE – RECITED

c. APPROVAL OF MINUTES: May 13, 2025, MEETING

Motioned by Grove and seconded by Kvalo to approve May 13, 2025, minutes as written. All aye's, motion carried.

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

Motioned by Kvalo and seconded by Grove to approve May 2025 check register. All aye's, motion carried.
Motioned by Kvalo and seconded by Grove to approve May 2025 treasurer's report. All aye's, motion carried.

PUBLIC COMMENT

Annie Tremaine requested the town give a public notification that discharging fireworks is forbidden in Bristol. A notice will be posted on the website.

Matt and Donelle Sauby inquired about the meeting with General Engineering Co regarding their property at 3057 Viking Pass and the meeting date is being coordinated.

Todd Menzel inquired about options of development on a five-acre parcel south of Hwy 151. Todd gave information on an Alliant Energy wind turbine project proposed in Columbia Co.

Rochelle Chadwick discussed the County Hwy N improvement project which is anticipated to begin mid-summer.

PARKS COMMITTEE REPORT

Tamara Sondgeroth reported that park clean-up and tree plantings were a success with more than 40 people participating. All requirements have been met for the Alliant Energy tree grant. Dave Von Behren will be taking the position of Park Chairperson.

BUSINESS

a. DISCUSS/CONSIDER APPROVAL OF ATV/UTV ORDINANCE

Motion by Kvalo and seconded by Grove to approve the adoption of Ordinance 50.09 Regulating the Operation of All-Terrain Vehicles and Utility Terrain Vehicles on Town Roads.

b. DISCUSS/CONSIDER CULVERT QUOTE FOR MULLER ROAD

Motioned by Kvalo and seconded by Grove to accept the Skalitzky Drainage quote for a 24"x45' Muller Rd culvert installation. All aye's, motion carried.

c. DISCUSS/CONSIDER THE FOLLOWING LICENSE REVEWALS FOR THE 2025/2026 LICENSE YEAR:

- i. "CLASS B" BEER/LIQUOR FOR MIDWAY ROADHOUSE
- ii. "CLASS B" BEER/LIQUOR FOR NORTH BRISTOL SPROTSMAN'S CLUB,
- iii. "CLASS B" BEER/LIQUOR FOR N V CORNERS

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June 10, 2025, at 6:00 pm

- iv. **"CLASS B" BEER/LIQUOR FOR PRAIRIE PINES GOLF CLUB**
- v. **"CLASS B" BEER/LIQUOR FOR CLUB BRISTOL**
- vi. **ADULT ENTERTAINMENT LICENSE FOR CLUB BRISTOL**
- vii. **TOBACCO RETAIL LICENSE FOR PRAIRIE PINES GOLF CLUB**

All applicants submitted the required paperwork and fees have been paid.

Motioned by Kvalo and seconded by Grove to approve the liquor licenses for Midway Roadhouse, North Bristol Sportsman's Club, NV Corners, Prairie Pines Golf Club and Club Bristol for July 1, 2025, through June 30, 2026. All aye's, motion carried.

Motioned by Grove and seconded by Kvalo to approve the adult entertainment for Club Bristol for July 1, 2025, through June 30, 2026. All aye's, motion carried.

Motion by Kvalo and seconded by Grove to approve the tobacco retail license for Prairie Pines Golf Club for July 1, 2025, through June 30, 2026. All aye's, motion carried.

d. DISCUSS/CONSIDER OPERATOR LICENSES FOR 2025/2026 YEAR

Motioned by Kvalo and seconded by Grove to approve operator license applicants listed with the exclusion of Dawn Kartman for the 2025/2026 year. All aye's, motion carried.

SET FUTURE MEETINGS AND AGENDAS

July 8, 2025 – 6:00pm Board Meeting

July 15, 2025 – 10:00am Special Board Meeting/workshop on City of Sun Prairie Boundary Agreement

ADJOURN

Motioned by Kvalo and seconded by Grove to adjourn at 7:24pm. All aye's, Motion carried.

Submitted by Kim Grob, Clerk-Treasurer

07/03/25

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

Type	Date	Num	Name	Memo	Amount
Bill Pmt - Check	06/04/2025	30375	Associated Appraisal Consultants, Inc.	Inv. #180527 - June Services	-1,669.98
Bill Pmt - Check	06/04/2025	30376	Decker Supply Company	Signs & Posts	-727.45
Bill Pmt - Check	06/04/2025	30377	General Engineering Company	April Bldg & Land Use Permits, Zoning Svcs,	-12,687.73
Bill Pmt - Check	06/04/2025	30378	Rhyme Business Products	June2025 Maint. Charge	-24.97
Bill Pmt - Check	06/04/2025	30379	Terminator Pest Control, LLC	April & May Svcs	-107.00
Bill Pmt - Check	06/04/2025	30380	Wisconsin Towns Association	2025-26 TAC 2nd Half	-561.37
Liability Check	06/04/2025	E-pay	Wisconsin Department of Revenue	39-6005805 QB Tracking # -1894085666	-626.83
Liability Check	06/04/2025	E-pay	United States Treasury	39-6005805 QB Tracking # -1653844174	-1,361.06
Liability Check	06/05/2025		QuickBooks Payroll Service	Created by Payroll Service on 06/04/2025	-5,492.57
Liability Check	06/06/2025	DEBIT	North Shore Bank	010-7001187	-100.00
Bill Pmt - Check	06/10/2025	30381	Alliant Energy/WPL	Twn Hall, Recycle Cntr, Egge Pk, St. Lights, Ice Rink	-1,360.81
Bill Pmt - Check	06/10/2025	30382	APG of Southern Wisconsin	Inv. #28887-0525 BOR Notice	-99.74
Bill Pmt - Check	06/10/2025	30383	Circle B Inc.	Inv. #343011 - Play Mat Sunset Park	-336.00
Bill Pmt - Check	06/10/2025	30384	Dorn True Value Hardware	May 2025 Stmt - Misc building supplies	-20.94
Bill Pmt - Check	06/10/2025	30385	GFL Environmental	May Bristol Gardens & Recycling Svcs	-438.90
Bill Pmt - Check	06/10/2025	30386	Horstman Networks	Inv. #2053740 - June Monthly IT/Email Svcs	-140.00
Bill Pmt - Check	06/10/2025	30387	MG&E	May2025 Stmt	-130.90
Bill Pmt - Check	06/10/2025	30388	Polliter Waste Systems	Inv. #5950954 - June Recycle & May Trash Svcs	-4,293.54
Bill Pmt - Check	06/10/2025	30389	Sun Prairie Lawn Care LLC	Inv. #17793 - May Svcs	-4,350.00
Bill Pmt - Check	06/10/2025	30390	Sundance BioClean Inc.	Inv. #3029 May Janitorial Svcs	-335.00
Bill Pmt - Check	06/17/2025	30391	Dane County Clerk	CLERK 2025-01 Co. Directories, Election Modern Chg	-137.50
Bill Pmt - Check	06/17/2025	30392	Dane County Highway Department	Inv. #30725 - Painting Road Markings	-5,227.93
Bill Pmt - Check	06/17/2025	30393	Horstman Networks	Inv. #2053655 - Remote computer support	-37.25
Bill Pmt - Check	06/17/2025	30394	John Deere Financial	Inv. #P78119 - Equip MainL	-1,805.40
Bill Pmt - Check	06/17/2025	30395	MSA Professional Services Inc	Inv. #016790 - Twin Lane Rd Improvement	-1,445.48
Bill Pmt - Check	06/17/2025	30396	Terminator Pest Control, LLC	Inv. #253841 - 5-28-2025 Svcs	-67.75
Bill Pmt - Check	06/17/2025	30397	Weld Riley S.C.	May 2025 Svcs	-189.51
Bill Pmt - Check	06/17/2025	30398	Wingra Stone Company	Inv. #38854 - 41.79 tn, 1.25" Recycled Asphalt	-323.89
Bill Pmt - Check	06/17/2025	30399	Wolf Paving & Excavating of Madison, Inc.	Inv. #50926 - 3.23 tn Coldmix	-484.50
Bill Pmt - Check	06/17/2025	30400	Yell Welding LLC	Inv. #4131 - Welding Services	-345.00
Liability Check	06/18/2025	E-pay	United States Treasury	39-6005805 QB Tracking # -1680076666	-1,445.52
Liability Check	06/20/2025		QuickBooks Payroll Service	Created by Payroll Service on 06/18/2025	-5,829.12
Liability Check	06/30/2025	E-pay	Wisconsin Department of Revenue	39-6005805 QB Tracking # -1819087666	-798.90
Liability Check	06/30/2025	DEBIT	WRS	69-036-0118-000	-2,526.06
Liability Check	06/30/2025	E-pay	United States Treasury	39-6005805 QB Tracking # -1594310666	-1,296.28
Total 100 - General Fund					-56,824.88

Town of Bristol
Treasurer's Report
June 2025

General Fund

Beginning Balance 6/01/2025			\$48,167.18
Deposits	\$	29,123.63	
Transfer from ICS Account	\$	120,000.00	
Withdrawals			\$ 169,288.30
Ending Balance 6/30/2025			<u>\$28,002.51</u>

Money Market

Beginning Balance 6/01/2025			\$2,011.33
Interest	\$	0.10	
Transfer to General Fund			\$ -
Ending Balance 6/30/2025			<u>\$2,011.43</u>

ICS Account

Beginning Balance 6/01/2025			\$179,641.15
Interest	\$	339.63	
Transfer to General Fund			\$ 120,000.00
Ending Balance 6/30/2025			<u>\$59,980.78</u>

LGIP Fund

General

Beginning Balance 6/01/2025			\$93,569.38
Interest	\$	335.23	
Ending Balance 6/30/2025			<u>\$93,904.61</u>

Parks

Beginning Balance 6/01/2025			\$89,717.49
Interest Earned	\$	321.43	
Ending Balance 6/30/2025			<u>\$90,038.92</u>

Equipment

Beginning Balance 6/01/2025			\$5.06
Interest Earned	\$	0.02	
Ending Balance 6/30/2025			<u>\$5.08</u>

Total Funds As June 30, 2025 \$273,943.33

Parks Fund - LGIP **-\$90,038.92**
 ARPA Funds Expenses Outstanding **-\$5,140.64**

Total Funds \$178,763.77

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

a.

Skalitzky Drainage LLC
W8593 Michel Ln
Waterloo, WI 53594-9453
9209880079
skaldrainage@gmail.com



Estimate

ADDRESS

Town OF Bristol
7747 County Road N
Sun Prairie, WI 53590

ESTIMATE # 1113

DATE 06/12/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/12/2025	CULVERT	2-48x42 cmp- . Wilburn Road Culvert Installed+ Backfilled with 3/4 stone + rip rap slopes	1	23,500.00	23,500.00
06/12/2025	Services	remove + backfill old box culvert	1	4,500.00	4,500.00
TOTAL					\$28,000.00

Accepted By

Accepted Date

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

b.

No Packet Material for This Item

TOWN OF BRISTOL
Cover Sheet for Agenda Packet Section

IV. Business

c.

Clerk Treasurer

From: Collin Jacobson <cjacobson@scottconstruct.com>
Sent: Thursday, June 5, 2025 4:46 PM
To: Clerk Treasurer
Cc: Luke Haas
Subject: Town of Bristol Wedging

Sensitivity: Confidential

Hello Kim,

I have provided you with some options on paving numbers. Please let me know if you have any questions.

Hot Mix Asphalt Wedging/Paving

0-200 Tons- \$170.00 per ton there will be a \$4,500.00 Mob fee added
200-500 Tons-\$145.00 per ton
500-1,000 Tons-\$125.00 per ton
Above 1,000 Tons-\$99.00 per ton

Below is what we recommend for wedging on the roads. But can be adjusted to fit budget.

Muller Road (Hwy N to Wilburn North) 1 mile **(198 tons)**
Russet Road (Hwy V to Vinburn Road) 2 miles **(506 tons)**
Wilburn Road (Hwy V to Vinburn Road) 2.12 miles **(1,320 ton)**

Thank you



Collin Jacobson

Regional Manager

cjacobson@scottconstruct.com

Office 608.254.2555

Cell 608.432.9089

Fax 608.254.2249

PO Box 340, Lake Delton, WI 53940

TOWN OF BRISTOL
Cover Sheet for Agenda Packet Section

IV. Business

d.



Professional Services Agreement

MSA Project Number: 07530021

This AGREEMENT (Agreement) is made effective June 17, 2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: James Bongard, PE

Email: jbongard@msa-ps.com

TOWN OF BRISTOL (OWNER)

Address: 7747 CTH N, Sun Prairie, WI 53590

Phone: (608) 834-6494

Representative: Gerry Derr

Email: bristol@tds.net

Project Name: Town of Bristol - Pavement Ratings

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: June 17, 2025
Approximate Completion Date: August 17, 2025

The lump sum fee for the work is: \$2,710.17

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

TOWN OF BRISTOL

Brian Willson
Town Chairperson
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Joe DeYoung, PE
Operations Leader
Date: 07/02/25

OWNER ATTEST:

Kim Grob
Clerk/Treasurer
Date: _____

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A— Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

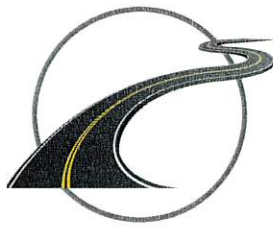
28. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



Delmore Consulting

Comprehensive Road Management Services

June 26, 2025

Town of Bristol Dane County

2025 PASER RATING SERVICE AGREEMENT

Full PASER Rating Service

- A. Physically drive every Town road
- B. Assign each section of road a PASER rating based on the surface condition
- C. Log into the WISLR website, WISLR to input and update the PASER ratings of each road section
- D. Submit data to WisDOT to meet requirements and remain compliant
- E. Provide submittal confirmation from WisDOT
- F. Provide the Town with a final PASER rating report

\$4,000

Terms

50% due upon acceptance

50% due upon completion

Acceptance of Proposal

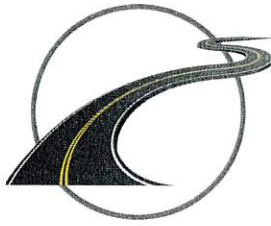
Authorized Signature - Bristol

Date



Delmore Consulting, LLC - Authorized Signature

June 26, 2025



Delmore Consulting

Comprehensive Road Management Services

June 26, 2025

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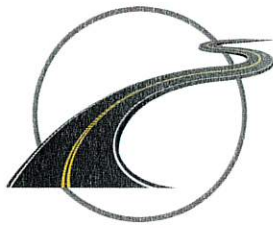
Authorized Signature - Bristol

Date



Delmore Consulting, LLC - Authorized Signature

June 26, 2025



Delmore Consulting

Comprehensive Road Management Services

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Authorized Signature - Bristol

Date



Delmore Consulting, LLC - Authorized Signature

June 26, 2025

TOWN OF BRISTOL
Cover Sheet for Agenda Packet Section

IV. Business

e.

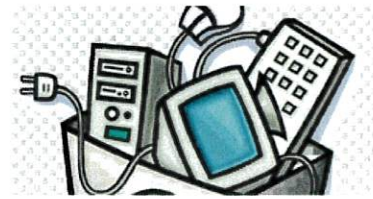
TOWN OF BRISTOL
OPERATOER LICENSE APPLICANTS
JULY 8, 2025 - JUNE 30, 2026

Dawn Kartman	NV Corners	Renewal
Sarah Nelson	Club Bristol	New
Tizianna Sannino	Club Bristol	New
Chloe E Miller	Prairie Pines	New

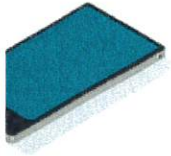
TOWN OF BRISTOL
Cover Sheet for Agenda Packet Section

IV. Business

f.



**Got some old not in use electronics collecting dust?
Why not give them a new life!**



**TOWN OF BRISTOL
and
COM2 RECYCLING SOLUTIONS**

FREE ELECTRONICS RECYCLING EVENT

EVENT HIGHLIGHTS

The Town of Bristol and COM2 Recycling Solutions are hosting a **FREE** Electronic recycling event on **Saturday, September 6th, 2025, from 8AM to 12PM at 7747 County Road N, Sun Prairie, WI 53590 (Town Hall)**

COM2 will be accepting computers, laptops, printers, keyboards, mice, fax machine, phones, T.Vs, tablets, gaming consoles, DVD players, VCRs, microwaves and much more!

Any Hazardous materials (batteries, paint or medical waste) Freon containing items (refrigerators, air conditions) or, radioactive materials will not be accepted.



8AM-12PM

Save the date

6

Sept 2025

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

g.

No Packet Material for This Item