

**TOWN OF BRISTOL**  
**7747 County Road N, Sun Prairie WI 53590**  
***Jt. Planning Commission and Town Board Meeting***  
**September 9, 2025, at 6:00 pm**

The Bristol Town Board and Planning Commission will hold a Joint meeting on Tuesday, September 9, 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: August 12, 2025, Meetings
  - d. Approval of Check Register & Treasurer's Report for August 2025
- II. Public Comment – Items Not on The Agenda
- III. Parks Committee Report
- IV. Business for Planning Commission & Town Board
  - a. Discuss/Consider Appointing Dan Everson to the Planning Commission
  - b. Discuss/Consider Rezone from A-1 (Legacy) to AG and Preliminary CSM for the Lerum Living Trust, Parcel #0911-101-8000-1, 0911-101-8500-6, 0911-101-9500-4, 0911-101-9000-9
  - c. Consider/Clarification of Preliminary CSM for Parcel #0911-184-9001-0, 3006 Vinburn Rd
- V. Business for Town Board
  - a. Discuss/Consider LOV-IT Brands Campus LLC Developer's Agreement and CSM
  - b. Discuss/Consider 2025 Fall Burn Dates
  - c. Discuss/Consider Dane Co. Urban County Consortium Agreement and Resolution
  - d. Discuss/Consider Small Planned Unit Development Ordinance
  - e. Discuss/Consider Rural Based Business Ordinance
- 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: 09-05-2025 Town Hall and website.*

**TOWN OF BRISTOL**  
**7747 County Road N, Sun Prairie WI 53590**  
**Jt. Planning-Town Board Meeting**  
**August 12, 2025, at 6:00 pm**

**ORDER OF BUSINESS**

**a. CALL TO ORDER**

The meeting was called to order at 6:01pm by Chairman Willison. Board Members Present – Willison, Grove and Kvalo. Planning: Steve Schwartzer, Sandy Dulin, Al Rogers, Travis Larson and Chuck Kvalo. Sign-in sheet on file in Clerk's office.

**b. PLEDGE OF ALLEGIANCE – RECITED**

**c. APPROVAL OF MINUTES: July 8, 15, 23 & 31, 2025, MEETINGS**

Motioned by Grove and seconded by Kvalo to approve July 8, 2025, minutes as written. All aye's, motion carried. Motioned by Grove and seconded by Kvalo to approve July 15, 2025, minutes as written. All aye's, motion carried. Motioned by Kvalo and seconded by Willison to approve July 23, 2025, with the correction of time for adjournment. All aye's, motion carried. Motioned by Grove and seconded by Kvalo to approve July 31, 2025, minutes as written. All aye's motion carried.

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

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

**PUBLIC COMMENT**

Gilbert Bradley expressed concern with areas of roads needing improvement on shouldering because of continuous washouts that occur with heavy rains.

Kolby Hirth stated that on her road gravel is being pushed into yards by vehicles and requested to have only what is needed be placed for gravel along the road edges.

Tyler Bergstrom representing the Lerum family, presented a concept plan creating three parcels from the 160-acre family farm that runs along County Hwy V and Russet Road. Future intended use of the land will be agricultural.

**PARKS COMMITTEE REPORT**

Ben Grove and Karen Weidner reported that park meetings have been set for the first Tuesday of each month. Dave VonBehren will hold Chairman position and Scott Manke will be Co-Chair. The Committee plans to apply for another Alliant Energy Tree Grant this fall.

**BUSINESS FOR PLANNING & TOWN BOARD**

**a. DISCUSS/CONSIDER REZONE FROM A-1 (LEGACY) TO AG FOR PARCEL 0911-233-9680-8, 2042 BRANCH RD**

This is a rezone request to bring the property into the town's current zoning and to allow the property owner to build a new home on a different area of the parcel. The southwestern section of the parcel falls into a shoreland zone and a wetland delineation review was conducted, with the County reviewing. Once the new driveway is installed the old driveway will need to be abandoned. Plan: Motioned by Dulin and seconded by Rogers to recommend approval for rezone from A-1 (Legacy) to AG for Parcel 0911-233-9680-8, 2042 Branch Rd. All aye's, motion carried. Board: Motioned by Kvalo and seconded by Grove to approve rezone from A-1 (Legacy) to AG for Parcel 0911-233-9680-8, 2042 Branch Rd. All aye's, motion carried.

**TOWN OF BRISTOL**  
**7747 County Road N, Sun Prairie WI 53590**  
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**August 12, 2025, at 6:00 pm**

**b. DISCUSS/CONSIDER REZONE FROM A-1(LEGACY) TO AG AND PRELIMINARY CSM FOR PARCEL 0911-184-9001-0, 3006 VINBURN ROAD**

The property owner wishes to create a five-acre parcel from the existing 39.4 acres to build a home. The zoning change would bring the parcel into compliance with the Town's Zoning. The driveway is planned to be located on the west side of the parcel, closest to the existing farmhouse. The future home would have its own well and septic. Plan: Motioned by Rogers and seconded by Dulin to recommend approval for rezone from A-1 (Legacy) to AG and approval of preliminary CSM for parcel 0911-184-9001-0. All aye's, motion carried. Board: Motioned by Grove and seconded by Kvalo to approve the rezone from A-1 (Legacy) to AG and approval of preliminary CSM for parcel 0911-184-9001-0. All aye's, motion carried.

**c. ACKNOWLEDGMENT OF ANNEXATION FOR PARCELS 0911-331-8572-2 AND 0911-331-8501-7 TO THE CITY OF SUN PRAIRIE**

Bristol Clerk received notification that a petition was submitted for annexation to the City of Sun Prairie for parcels 0911-331-8572-2 and 0911-331-8501-7 totaling 5.005 acres. The two parcels will go from agricultural to industrial and will connect to the City's Business Park. WI Dept of Administration has reviewed the proposed annexation and found it to be satisfactory. Town of Bristol Board acknowledges the annexation.

**BUSINESS FOR TOWN BOARD**

**a. DISCUSS/CONSIDER TEMPORARY LIQUOR LICENSE FOR ST. JOSEPH FALL FESTIVAL TO BE HELD ON SEPTEMBER 20 & 21, 2025**

St. Joseph's church submitted the required form and the fee was paid. Motioned by Willison and seconded by Grove to approve the Temporary Liquor License for St. Joseph's Fall Festival on September 20 & 21, 2025. All ayes, Motion carried.

**b. DISCUSS/CONSIDER CHANGE IN SERVICE COMPANY FOR PORTABLE RESTROOMS AT RECYCLE CENTER AND BRISTOL GARDENS**

The board reviewed quotes from four vendors with an interest in price and ratings of the companies. Motioned by Kvalo and seconded by Grove to accept Bucky's Porta Potty to supply and service portable restrooms to the Recycle Center and Bristol Gardens. All aye's, motion carried.

**c. DISCUSS/CONSIDER UPDATING 2025 ROAD REPAIRS**

The board has been in discussion with Fahrner Asphalt on the challenges for chip sealing roads late in the season. Motioned by Grove and seconded by Kvalo to approve allocating an additional \$40,000 of road budget to wedging (totally \$90,000) and remove chip sealing from the 2025 road work.

**d. DISCUSS/CONSIDER APPROVAL OF BCPL LOAN FOR END OF YEAR FINANCING OPERATION**

BCPL loan was reviewed and discussed by the board. Motioned by Kvalo and seconded by Grove to approve the Board of Commissioners of Public Lands (BCPL) loan application and Resolution for \$100,000 plus interest for 2025 end of year expenses. All aye's, motion carried.

**TOWN OF BRISTOL**  
**7747 County Road N, Sun Prairie WI 53590**  
**Jt. Planning-Town Board Meeting**  
**August 12, 2025, at 6:00 pm**

**SET FUTURE MEETINGS AND AGENDAS**

September 2, 2025 - Parks Meeting  
September 9, 2025 –Board Meeting

**ADJOURN**

Planning: Motioned by Dulin and seconded by Rogers to adjourn at 7:36pm. All aye's, motion carried.  
Board: Motioned by Kvalo and seconded by Grove to adjourn at 8:26pm. All aye's, Motion carried.

Submitted by Kim Grob, Clerk-Treasurer

DRAFT

09/05/25

**The Town of Bristol**  
**Account QuickReport**  
**As of August 31, 2025**

Type	Date	Num	Name	Memo	Amount
Liability Check	08/01/2025	DEBIT	North Shore Bank	010-7001187	-100.00
Bill Pmt -Check	08/12/2025	30429	Alliant Energy/WPL	Twñ Hall, Recycle Cntr, Egre Pk, St. Lights, Ice Rink	-1,437.48
Bill Pmt -Check	08/12/2025	30430	APG of Southern Wisconsin	Inv. #28887-0725 Bid Wedging Notice	-28.48
Bill Pmt -Check	08/12/2025	30431	Associated Appraisal Consultants, Inc.	Inv. #181526 -August Services	-1,425.03
Bill Pmt -Check	08/12/2025	30432	Dane County Treasurer's Office	2025 Dog License	-4,907.00
Bill Pmt -Check	08/12/2025	30433	Decker Supply Company	Inv. #933080 Posts & Sign	-99.00
Bill Pmt -Check	08/12/2025	30434	Dorn True Value Hardware	July 2025 Stmt - Misc building supplies	-65.65
Bill Pmt -Check	08/12/2025	30435	General Engineering Company	Inv 87-June Bldg/Land Use Permits, Admin Svcs	-11,041.21
Bill Pmt -Check	08/12/2025	30436	GFL Environmental	Restroom Recycle Cntr-Bristol Gardens Svcs	-438.90
Bill Pmt -Check	08/12/2025	30437	Horstman Networks	Inv. #2055033 - August Monthly IT/Email Svcs	-140.00
Bill Pmt -Check	08/12/2025	30438	MG&E	July2025 Stmt	-32.23
Bill Pmt -Check	08/12/2025	30439	Nahn and Associates, LLC	County Bridge Aid Program	-1,572.50
Bill Pmt -Check	08/12/2025	30440	NAPA Auto Parts	Equip. Maintenance	-105.32
Bill Pmt -Check	08/12/2025	30441	Northeast Dane County Fire Unit	3rd Qtr 2025 Fire Fees SP#20251151	-87,928.50
Bill Pmt -Check	08/12/2025	30442	Pellitteri Waste Systems	Inv. #6116797 - August Recycle & July Trash Svcs	-5,719.85
Bill Pmt -Check	08/12/2025	30443	Rhyme Business Products	Aug2025 Maint. Charge & Qtr 2 Overage	-70.06
Bill Pmt -Check	08/12/2025	30444	Sun Prairie Lawn Care LLC	Inv. #18055 - July Svcs	-3,480.00
Bill Pmt -Check	08/12/2025	30445	Sundance BioClean Inc.	Inv. #3060 July Janitorial Svcs	-335.00
Bill Pmt -Check	08/12/2025	30446	Weld Riley S.C.	July 2025 Svcs	-67.68
Bill Pmt -Check	08/12/2025	30447	Wingra Stone Company	Inv. #37559 - 41.78 tn, 1.25" Recycled Asphalt	-323.80
Bill Pmt -Check	08/12/2025	30448	Wisconsin Utility Tax Association	2025 Membership	-100.00
Liability Check	08/13/2025	E-pay	United States Treasury	39-6005805 QB Tracking # -849354666	-1,585.80
Liability Check	08/14/2025		QuickBooks Payroll Service	Created by Payroll Service on 08/13/2025	-6,642.56
Liability Check	08/22/2025	DEBIT	WRS	Pre-Tax Health Ins., Muni Pd Health Ins.	-4,628.96
Liability Check	08/25/2025	DEBIT	WRS	69-036-0118-000	-1,297.04
Liability Check	08/25/2025	E-pay	Wisconsin Department of Revenue	39-6005805 QB Tracking # 65074530	-446.09
Bill Pmt -Check	08/27/2025	30449	Ames Farms of Bristol LLC	2024 Tax Refund - 1938 Cty Hwy V	-112.33
Bill Pmt -Check	08/27/2025	30450	DANE COUNTY TREASURER	January-June 2025 DaneCom	-10,702.00
Bill Pmt -Check	08/27/2025	30451	General Engineering Company	Inv. #88 - July Bldg & Land Use Permits	-5,804.51
Bill Pmt -Check	08/27/2025	30452	Insight FS	Inv. #833000112 -July Fuel	-1,233.03
Bill Pmt -Check	08/27/2025	30453	Joshua & Lisa Bubolz	2024 Tax Refund - 1648 Fissure Trl	-1,898.65
Bill Pmt -Check	08/27/2025	30454	WEISENSEL ELECTRIC INC	shop light / j box outside	-336.04
Liability Check	08/28/2025		QuickBooks Payroll Service	Created by Payroll Service on 08/27/2025	-5,508.69
Liability Check	08/29/2025	E-pay	United States Treasury	39-6005805 QB Tracking # -684536666	-1,421.42
Liability Check	08/29/2025	E-pay	Wisconsin Department of Revenue	39-6005805 QB Tracking # -684475666	-652.68
Total 100 - General Fund					<u>-161,687.49</u>

Town of Bristol  
Treasurer's Report  
August 2025

**General Fund**

Beginning Balance 8/01/2025				- \$28,854.34
Deposits	\$	7,417.60		
Transfer from LGIP Account	\$	200,000.00		
Withdrawals			\$	158,979.34
Ending Balance 8/29/2025				\$19,583.92

## Money Market

Beginning Balance 8/01/2025				\$2,011.53
Interest	\$	0.10		
Transfer to General Fund			\$ -	
Ending Balance 8/29/2025				\$2,011.63

**ICS Account**

Beginning Balance 8/01/2025				\$30,138.70
Interest	\$	111.80		
Transfer to General Fund			\$ -	
Ending Balance 8/29/2025				\$30,250.50

**LGIP Fund**

### General

Beginning Balance 8/01/2025			\$207,057.01
2024 Tax Settlement	\$	328,861.15	
Interest	\$	704.04	
Transfer to General Fund			\$ 200,000.00
Ending Balance 8/29/2025			\$336,622.20

### Parks

Beginning Balance 8/01/2025		\$90,372.59
Interest Earned	\$ 334.65	
Ending Balance 8/29/2025		\$90,707.24

### Equipment

Beginning Balance 8/01/2025		\$5.10
Interest Earned	\$ 0.02	
Ending Balance 7/31/2025		\$5.12

**Total Funds As August 29, 2025** **\$479,180.61**

Parks Fund - LGIP	-\$90,707.24
ARPA Funds Expenses Outstanding	-\$4,869.68

**Total Funds**            **\$383,603.69**

## TOWN OF BRISTOL

### Cover Sheet for Agenda Packet Section

#### IV. Business

##### a.

No Packet Material for This Item

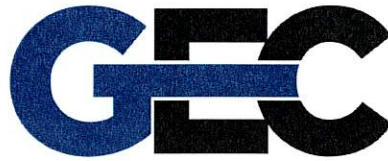
**TOWN OF BRISTOL**  
**Cover Sheet for Agenda Packet Section**

**IV. Business**

**b.**



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



*Engineers • Consultants • Inspectors*

608-742-2169 (Office)  
608-742-2592 (Fax)  
[gec@generalengineering.net](mailto:gec@generalengineering.net)  
[www.generalengineering.net](http://www.generalengineering.net)

**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) September 9, 2025: Plan Commission/Town Board Meeting

**SUBJECT:** Zoning Change/ Preliminary CSM Review for Lerum  
Tax Parcel 0911-101-8000-1, 0911-101-8500-6, 0911-101-9500-4, 0911-101-9000-9

**GEC NO.:** 2-0125-41G

**Background Information**

Owner/Applicant: Lerum Living Trust  
2159 County Road V  
Sun Prairie, WI 53590

Agent/Surveyor Bergstrom Land Surveying, LLC  
Attn: Tyler Bergstrom  
N4956 Beach Garden Road  
Poynette, WI 53955

Location: 2159 County Road V  
In part of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , the Se  $\frac{1}{4}$  of the NE  $\frac{1}{4}$   
and the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 10, all in T9N, R11E, Town of Bristol,  
Dane County, WI.

Request: Zoning Change / Preliminary CSM Approval

Existing Zoning:	Tax Parcel 0911-101-8000-1	A-1	40.00 Acres
	Tax Parcel 0911-101-8500-6	A-1	40.10 Acres
	Tax Parcel 0911-101-9500-4	A-1	40.00 Acres
	Tax Parcel 0911-101-9000-9	A-1	40.10 Acres
	Total		160.20 Acres

Existing Land Use: Tax parcel 0911-101-8000-1 currently contains a dilapidated home with several farm buildings located on the property. The other three parcels do not show any improvements on the properties and are open farm fields. The Mauneshia River does travel through tax parcel 0911-101-8000-1, the northwestern corner of tax parcel 0911-101-9500-4 and tax parcel 0911-101-9000-9. The rest of the area is open agricultural fields. There is an area of wetland identified by the DNR on tax parcel 0911-101-8000-1 and 0911-101-9000-9 and has other DNR wetland indicators throughout the four parcels. Much of the shoreland zoned area is shown around the areas of the Mauneshia River. The only steep sloped areas shown on the GIS maps are located near the river.

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



Adjacent Land Uses: North: Agricultural  
West: Agricultural  
East: Norway Road  
South: Vinburn Road

**Proposal**

Zoning Change:	Proposed Lot 1	AG	23.00 Acres
	Proposed Lot 2	AG	63.01 Acres
	Proposed Lot 3	AG	74.95 Acres
	Total		160.95 Acres

Applicant submitted information for a zoning change of the Tax Parcel 0911-101-8000-1, 0911-101-8500-6, 0911-101-9500-4, 0911-101-9000-9 from zoning A-1 Agriculture District (Legacy) to AG Agriculture Zoning District in the newer Town Zoning Ordinance for the three new proposed lots. The intention of this zoning change and CSM is to split up the farmland based on the percentage of ownership between the siblings. A recorded CSM will follow the rezone to solidify the boundary of the rezoned areas.

**Submittals/Attachments**

1. Zoning Change Application, received August 14, 2025.
2. Jurisdictional Review Form, received August 14, 2025.
3. Preliminary CSM from Bergstrom Land Surveying, Inc., received August 14, 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 these parcels is Agricultural. I'll always defer to the Town on the history of a property meeting the density requirements and the Agricultural and Rural Lands Preservation Area policy in the Town's Comp Plan. There does not appear to be extraterritorial review authority for these properties.

**Town Ordinances**

**1. General**

At this time, there does not appear to be any proposed construction on these properties, only to split up the existing farmland based on the percentage of ownership between the siblings. If there is ever any intention to build, a land use permit would be required, and setbacks will need to be verified, especially setbacks for the shoreland/ wetland requirements for Dane County due to the mapped wetland area shown on the Preliminary CSM. The applicable Dane County Permits, if any, will need to be approved prior to the issuance of a land use permit.

**2. Preliminary CSM**

There was some concern/ confusion about the dedication along County Road V. The Highway Department does not sign CSM's since the Town does their own zoning. The Town said they would not accept the dedication as it is a county road. Generally, when a CSM is approved by the municipality, road dedications, even on state and local highways, are accepted by the municipality. Reminder that even though the Town accepts the dedication, the Town does not own the dedication and is held in public trust by the municipality. We recommend the Town accept the dedication for the intent of any future expansion and maintenance of County Road V.

**3. Driveway Access**

There is already a driveway location for proposed lot 2 from County Road V. An existing field road access point exists along County Road V but is located on Lot 2 per the CSM. There is no existing access point on proposed Lot 1. Proposed Lot 3 has a existing field access road located in the very southeast corner of this lot.

**4. Well & Septic**

Prior to issuance of a land use permit for proposed Lot 2, or proposed lot 3, the applicant will need approval of a septic system from Dane County Public Health.

**Recommendation**

GEC recommends that the Plan Commission conditionally approve the proposed zoning change of the three proposed lots on Tax Parcels 0911-101-8000-1, 0911-101-8500-6, 0911-101-9500-4, 0911-101-9000-9 from zoning A-1 Agriculture District (Legacy) to AG Agriculture Zoning District in the newer Town Zoning Ordinance for the 3 new proposed lots, contingent on the following:

1. Town Board discuss any concerns with above comments.
2. Any comments or conditions from the Towns Attorney shall be addressed.
3. The applicant shall provide a copy of the recorded certified survey map to the Clerk within ten (10) days after the certified survey map is recorded.

# 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](http://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 <i>Ann Lerum Trustee</i>	CONTACT NAME <i>TYLER BERESTROM</i>
BUSINESS NAME or CO-OWNER'S NAME (if applicable) <i>Lerum Living Trust</i>	BUSINESS NAME (if applicable) <i>BERESTROM LAND SURVEYING</i>
MAILING ADDRESS <i>203 E. John St #4</i>	MAILING ADDRESS <i>NUANG BEACH GARDEN T2D</i>
CITY, STATE, ZIP <i>POYNETTE WI 53955</i>	CITY, STATE, ZIP <i>POYNETTE WI 53955</i>
DAYTIME PHONE # <i>608-</i>	DAYTIME PHONE # <i>608-745-2342</i>
EMAIL <i></i>	EMAIL <i>TYLER@BERESTROMLANDSURVEYING.COM</i>

LAND INFORMATION	
Town: <i>9</i>	Parcel Numbers Affected: <i>0911050001, 091110180001, 091110195004</i>
Section: <i>10</i>	Property Address or Location: <i>2159 ETH V</i>
Zoning District Change (To / From / # of acres) <i>A1 → AG 160.96 ACRES</i>	
Soils classification of area (percentages) Class I Soils: _____ % Class II Soils: _____ % Other: _____ %	
<i>PRIME FARMLAND / FARMLAND OF STATEWIDE IMPORTANCE</i>	
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
<i>LAND SPLIT BASED ON OWNERSHIP IN TRUST</i>	
I authorize that I am the owner or have permission to act on behalf of the owner of the property.	
Signature: <i>Ann M. Lerum Trustee</i>	Date: <i>08/14/2025</i>

# TOWN OF BRISTOL JURISDICTION REVIEW FORM

## COMPLETE THIS FORM BEFORE STARTING THE ZONING APPLICATION

If your property is subject to Dane County's jurisdiction, the Town cannot grant your zoning change without Dane County's approval. If the answer to any of the Jurisdictional Questions is "Yes", the Town cannot proceed with your application unless Dane County indicates that the County does not have jurisdiction over zoning the parcel.

Applicant/Agent/Contractor: TYLER BERGSTROM Email: TYLER@BERGSTROMLANDSURVAYING.COM

Address: 14916 BEACH GARDEN RD City/State/Zip: POWNETTE, WI 53555 Phone: 608-745-2342

Parcel ID Number(s): 091110185006, 09111018001, 091110195004, 091110485003

CSM or Plat Information, if any: \_\_\_\_\_

Proposed activity on the property: LAND SPLIT BASED ON OWNERSHIP IN TRUST

Is the property enrolled in CRP or any other farm programs? ☒ No ☐ Yes NOT SURE

If "Yes" is checked, identify the program and file identification number(s): \_\_\_\_\_

### JURISDICTIONAL QUESTIONS

1. Is your proposed project located within 1,000 feet of the ordinary high-water mark of a navigable lake, pond or flowage?  
☒ No ☐ Yes
2. Is your proposed project located within 300 feet of the ordinary high-water mark of a navigable river, stream or creek?  
☐ No ☒ Yes
3. Is your proposed project located within a floodplain? ☐ No ☒ Yes
4. Is your proposed project located within a wetland? ☐ No ☒ Yes
5. Will your project involve disturbing more than 4,000 square feet of land by excavating, grading or filling?  
☒ No ☐ Yes (If Yes, you may need a Dane County erosion control and/or stormwater permit)
6. Do the maps showing wetlands, floodplains and shorelands at <https://dcimapapps.countyofdane.com/lwrvviewer/> indicate that there are any floodplain, wetland or shoreland areas on your property or an adjacent parcel?  
☐ No ☒ Yes

### STATEMENT OF APPLICANT

The answers above were made after reviewing the facts pertaining to my property. I am aware that if my proposed project is located within a floodplain, shoreland or wetland area, the project must be reviewed by Dane County. Any approvals obtained in error will be void, and all expenses incurred in seeking those approvals will be lost.

Dated: 7/2/15 By: [Signature]

If the answer to any jurisdictional question is "Yes," the applicant must submit this request to the Dane County Department of Planning and Development for a determination of whether the project is subject to Dane County Jurisdiction.

### DETERMINATION BY DANE COUNTY

The undersigned, acting by authority of Dane County, indicates that the parcel identified in this Jurisdictional Review Form is not subject to shoreland, floodplain or wetland zoning regulations of Dane County.

Dated: \_\_\_\_\_ By: \_\_\_\_\_



Outlook

---

**RE: Lerum Living Trust - Town of Bristol, Preliminary\_CSM\_7.29.2025**

---

From Eslick, Kevin <Eslick.Kevin@danecounty.gov>

Date Wed 8/13/2025 1:11 PM

To Tyler Bergstrom <tyler@bergstromlandsurveying.com>

Cc Grob, Kim <clerktreasurer@tn.bristol.wi.gov>; Eslick, Kevin <Eslick.Kevin@danecounty.gov>

Hi,

I have reviewed this with the Commissioner, The below review is correct and final.

Let me know if you have any questions.

**Kevin Eslick**

Associate Highway Engineer – Permits and Construction

Dane County Highway Department

2302 Fish Hatchery Road, Madison WI 53713

608-283-1486 cell 608-206-0017

[eslick.kevin@danecounty.gov](mailto:eslick.kevin@danecounty.gov)

The Dane County Highway Engineering office is closed Fridays from Late-April through September 2025.

**From:** Eslick, Kevin <Eslick.Kevin@danecounty.gov>

**Sent:** Tuesday, August 12, 2025 3:35 PM

**To:** Tyler Bergstrom <tyler@bergstromlandsurveying.com>

**Cc:** Grob, Kim <clerktreasurer@tn.bristol.wi.gov>; Eslick, Kevin <Eslick.Kevin@danecounty.gov>

**Subject:** RE: Lerum Living Trust - Town of Bristol, Preliminary\_CSM\_7.29.2025

Hi Tyler,

I want to email this now so that you and the Town of Bristol get this information before COB and the meeting tonight. That said, the below is Preliminary, because still need to discuss this with the Commissioner before I can make the below Final. If the ok is given by the Commissioner, I will follow this email stating Final.

Here are Dane County Highway recommendations and comments on the Preliminary\_CSM\_7.29.2025.

- CTH V is not a controlled access highway.
- No access to be designated (visually shown) across the frontage of CTH V along Lot 1 & Lot 2, except for the existing access locations.
- When Permit UID # 1856 (or Permit UID for Work in CTH ROW) is completed, show the Lot 1 Access on the completed/recorded CSM.
- The 40' width of dedicated to the public Right of Way of CTH V along Lot 1 & Lot 2 is correct.
- The Vision Triangle at the northeast corner of Lot 2 along CTH V and Russet Rd is correct.
- Any change to existing accesses, or any change of use to the properties, requires a new permit from the Highway Department.
- Remaining Right of Way appears to be correct.

The CSM will not be signed by Dane County since the Town of Bristol has Zoning control.

**Kevin Eslick**

Associate Highway Engineer – Permits and Construction

Dane County Highway Department

2302 Fish Hatchery Road, Madison WI 53713



# DANE COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

**VOLUME:** \_\_\_\_\_ **PAGE:** \_\_\_\_\_ **DOCUMENT NO.** \_\_\_\_\_

BEING THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER,  
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER,  
SECTION 10, TOWNSHIP 9 NORTH, RANGE 11 EAST OF THE 4TH PRINCIPAL MERIDIAN,  
TOWN OF BRISTOL, DANE COUNTY, WISCONSIN.

**BEARING REFERENCE:**  
GRID NORTH AS REFERENCED TO THE  
WISCONSIN COUNTY COORDINATE SYSTEM  
DANE COUNTY - NAD83(11)  
THE NORTH LINE OF THE NORTHEAST QUARTER  
BEARS S89°47'17"E

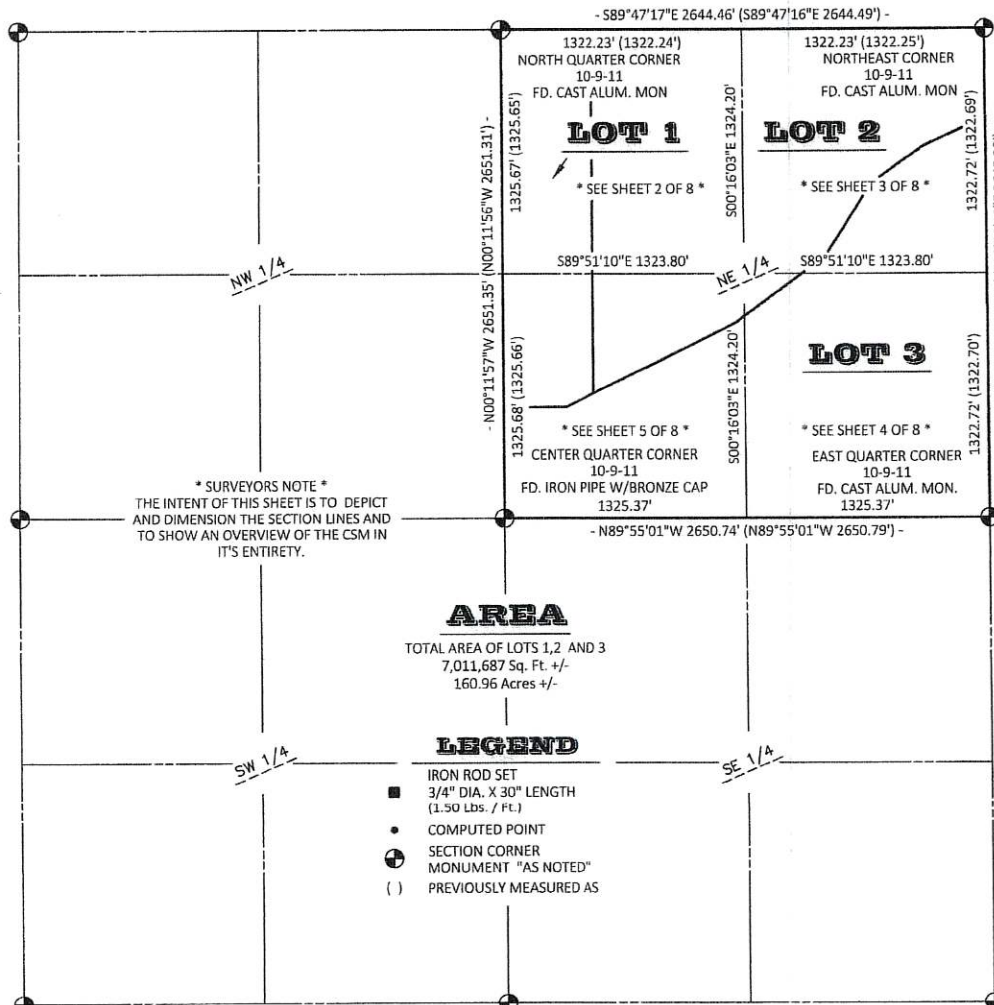
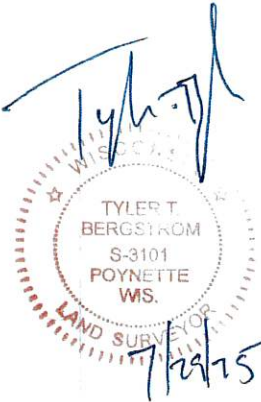
**OWNER:**  
LERUM LIVING TRUST DATED OCTOBER 29, 2007  
2159 COUNTY HIGHWAY "V"  
SUN PRAIRIE, WI 53590

**CLIENT/S:**  
MARY ELLEN KARLS / TRUSTEE  
ANN M. LERUM / TRUSTEE  
MICHAEL J. LERUM / TRUSTEE

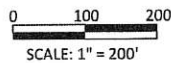
**SURVEYED BY:**  
TYLER T. BERGSTROM  
BERGSTROM LAND SURVEYING, LLC  
N4946 BEACH GARDEN ROAD  
POYNETTE, WI 53955  
608-745-2342



0 400 800  
SCALE: 1" = 800'



BEING THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER,  
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER,  
SECTION 10, TOWNSHIP 9 NORTH, RANGE 11 EAST OF THE 4TH PRINCIPAL MERIDIAN,  
TOWN OF BRISTOL, DANE COUNTY, WISCONSIN.



*[Handwritten signature]*



**SCALE: 1" = 200'**

**UNPLATTED LANDS BY OTHERS**

**EXISTING FIELD DRIVE**

**W. LINE NE 1/4**

**N. LINE NW 1/4 - NE 1/4**

**E. LINE NW 1/4 - NE 1/4**

**S. LINE NW 1/4 - NE 1/4**

**POB**  
NORTH QUARTER CORNER  
10-9-11  
FD. CAST ALUM. MON

**LOT 1**

AREA INCLUDING RIGHT-OF-WAY  
1,002,110 Sq. Ft. +/-  
23.00 Acres +/-  
AREA EXCLUDING RIGHT-OF-WAY  
9,824,431 Sq. Ft. +/-  
22.55 Acres +/-  
C.T.H."V" DEDICATION  
19,679 Sq. Ft. +/-  
0.45 Acres +/-  
AREA INSIDE MEANDER LINE  
963,859 Sq. Ft. +/-  
22.12 Acres +/-

[ 14.97 ACRES +/- ]

LANDS BY:  
LERUM LIVING TRUST  
DATED OCTOBER 29, 2007  
TAX PARCEL:  
091110185006  
DOCUMENT NUMBER:  
4390880

**LOT 2**

AREA INCLUDING RIGHT-OF-WAY  
2,744,725 Sq. Ft. +/-  
63.01 Acres +/-  
AREA EXCLUDING RIGHT-OF-WAY  
2,643,973 Sq. Ft. +/-  
60.70 Acres +/-  
C.T.H."V" DEDICATION  
86,101 Sq. Ft. +/-  
1.98 Acres +/-  
AREA INSIDE MEANDER LINE  
2,544,889 Sq. Ft. +/-  
58.42 Acres +/-

[ 25.27 ACRES +/- ]

**UNPLATTED LANDS BY OTHERS**

**C.T.H. "V"**  
(73' WIDE)

**DEDICATED TO THE PUBLIC**

**FIELD DRIVE**

**WIRE FENCE REMNANTS**

**SPECIAL FLOOD HAZARD BOUNDARY LINE AS DETERMINED FROM FIRM PANEL NO. 55025C0120H EFF. 9/17/2014**

**ZONE A**

\* SEE SHEET 3 OF 8 \*

\* SEE SHEET 4 OF 8 \*

**2 OF 3**

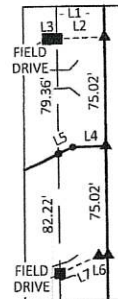


# DANE COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_ VOLUME: \_\_\_\_\_ PAGE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_

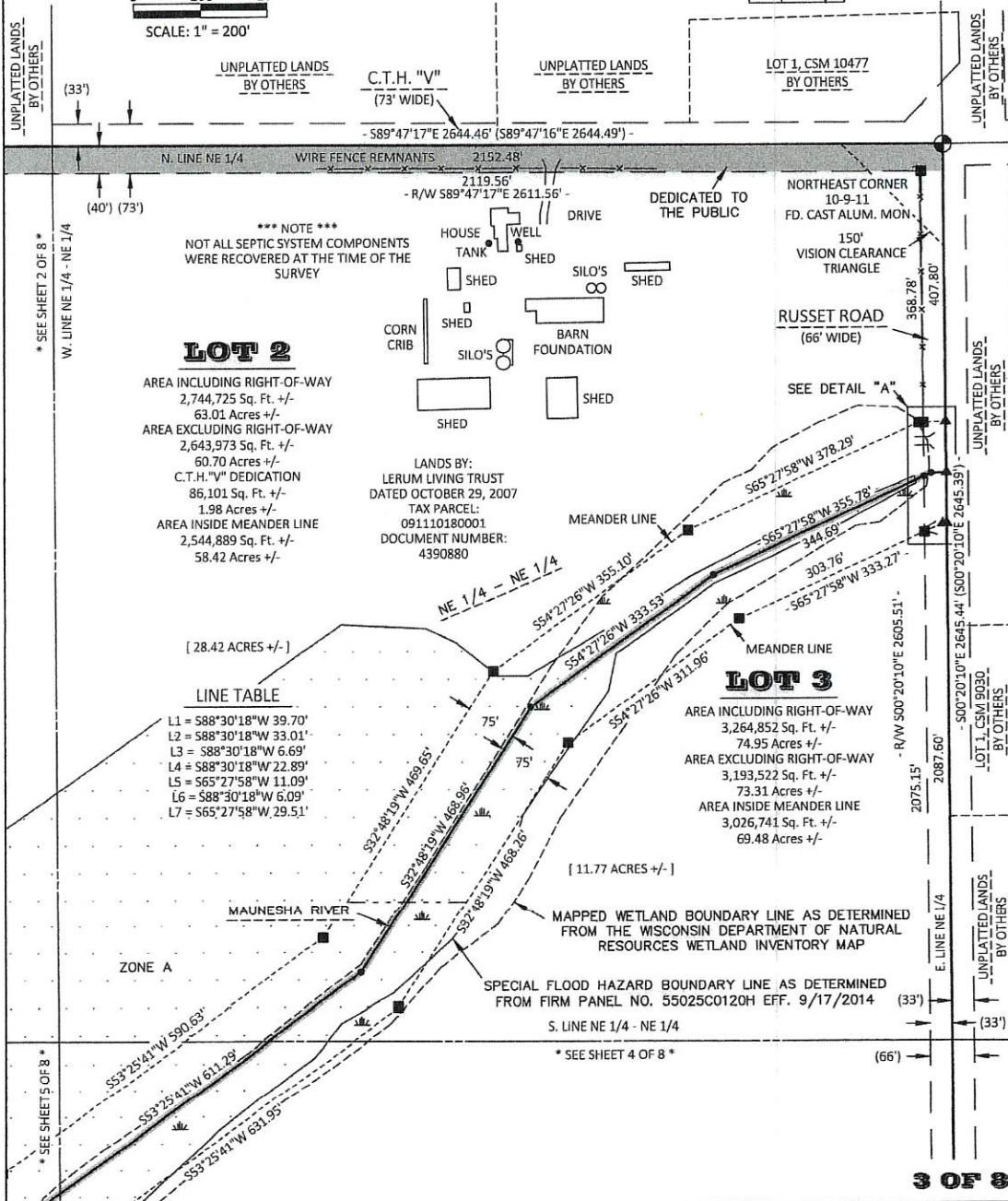
BEING THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER,  
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER,  
SECTION 10, TOWNSHIP 9 NORTH, RANGE 11 EAST OF THE 4TH PRINCIPAL MERIDIAN,  
TOWN OF BRISTOL, DANE COUNTY, WISCONSIN.



0 100 200  
SCALE: 1" = 200'



DETAIL A  
2X ENLARGEMENT

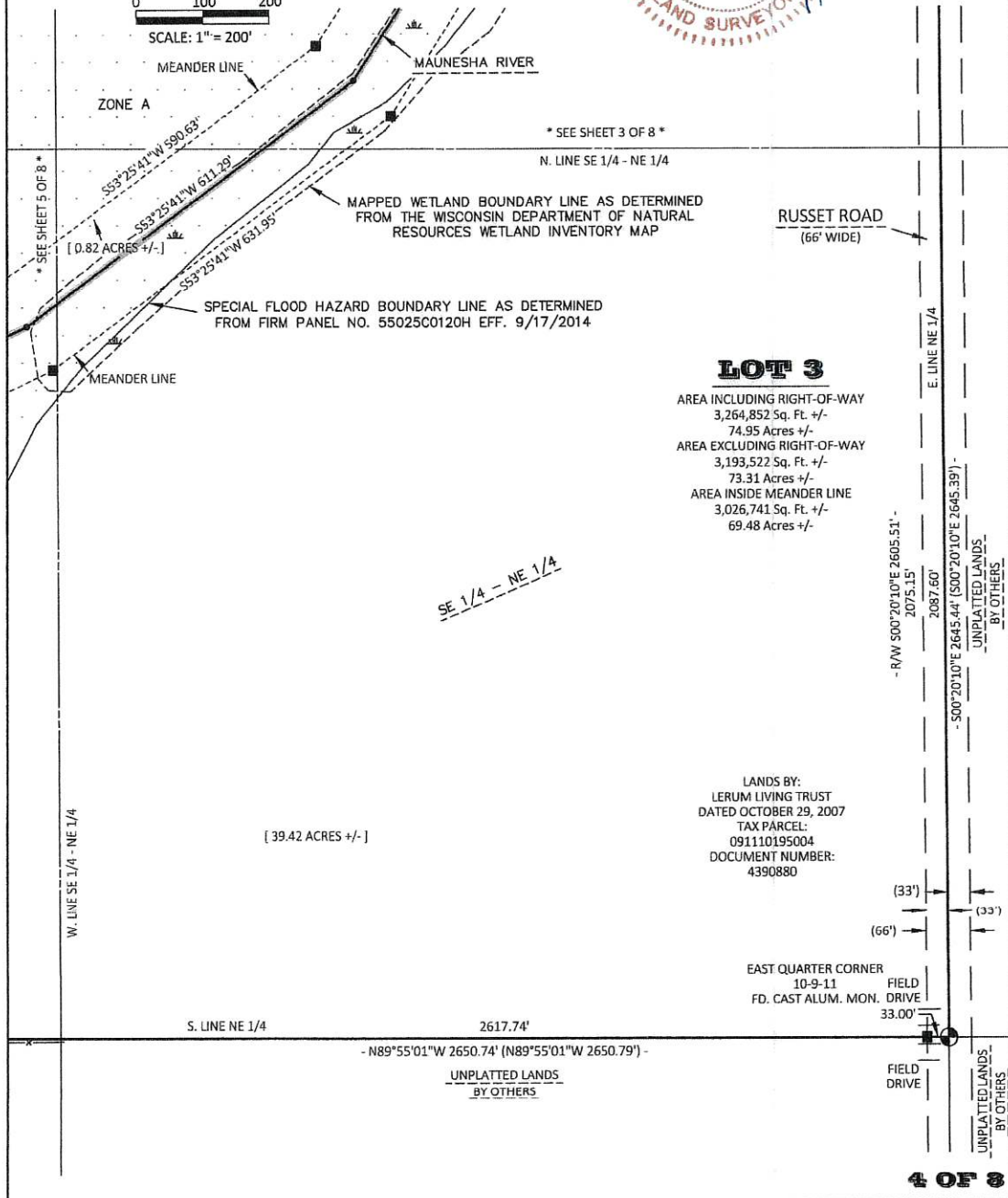


**DANE COUNTY**  
**CERTIFIED SURVEY MAP NO.**  
**VOLUME: PAGE: DOCUMENT NO.**

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 SECTION 10, TOWNSHIP 9 NORTH, RANGE 11 EAST OF THE 4TH PRINCIPAL MERIDIAN,  
 TOWN OF BRISTOL, DANE COUNTY, WISCONSIN.



0 100 200  
 SCALE: 1" = 200'



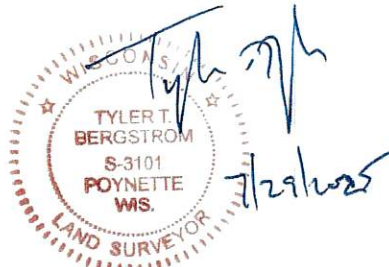
# DANE COUNTY CERTIFIED SURVEY MAP NO.

**VOLUME: \_\_\_\_\_ PAGE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_**

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TOWN OF BRISTOL, DANE COUNTY, WISCONSIN.



0 100 200  
SCALE: 1" = 200'

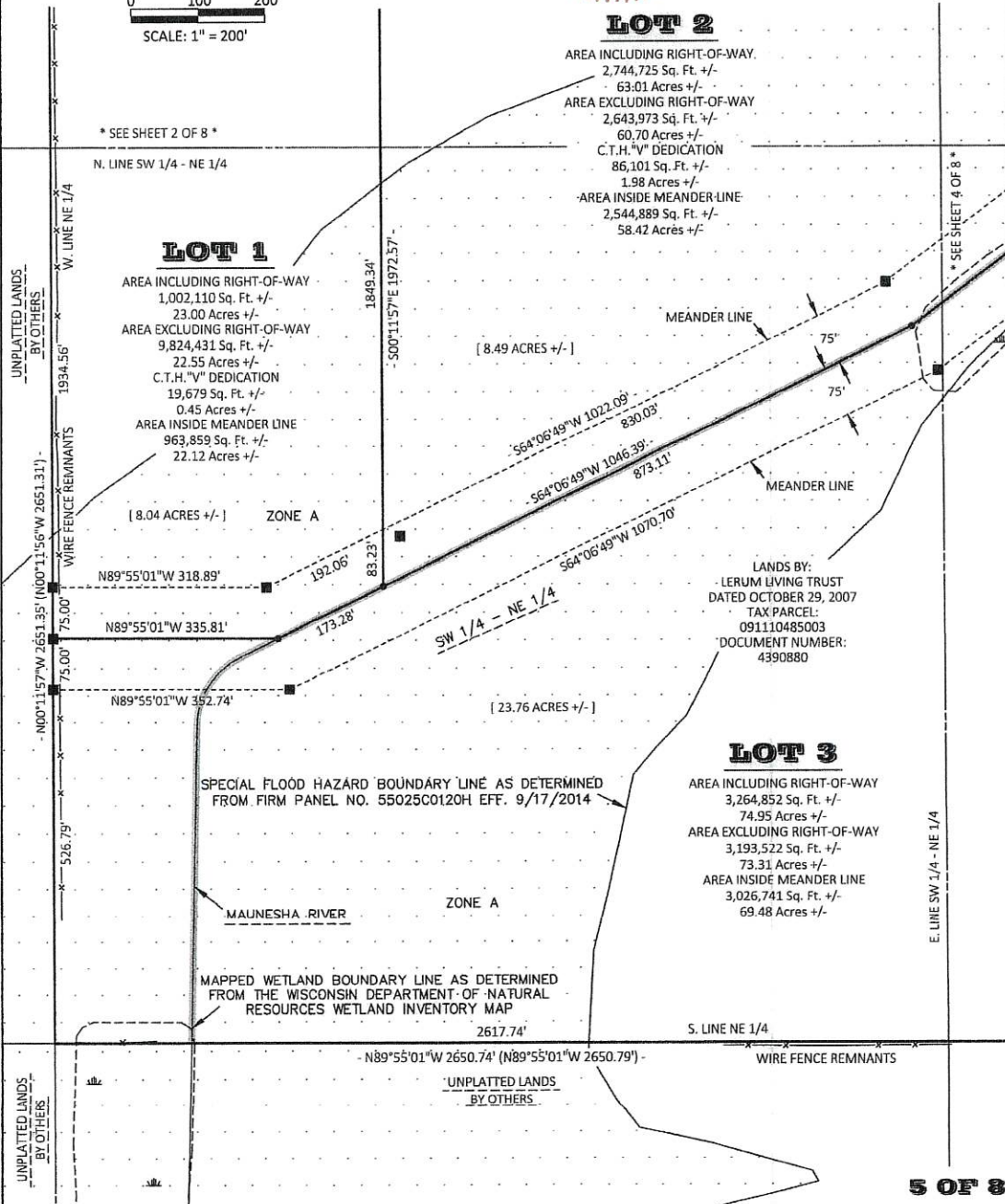


## LOT 2

AREA INCLUDING RIGHT-OF-WAY  
2,744,725 Sq. Ft. +/-  
63.01 Acres +/-  
AREA EXCLUDING RIGHT-OF-WAY  
2,643,973 Sq. Ft. +/-  
60.70 Acres +/-  
C.T.H."V" DEDICATION  
86,101 Sq. Ft. +/-  
1.98 Acres +/-  
AREA INSIDE MEANDER LINE  
2,544,889 Sq. Ft. +/-  
58.42 Acres +/-

## LOT 1

AREA INCLUDING RIGHT-OF-WAY  
1,002,110 Sq. Ft. +/-  
23.00 Acres +/-  
AREA EXCLUDING RIGHT-OF-WAY  
9,824,431 Sq. Ft. +/-  
22.55 Acres +/-  
C.T.H."V" DEDICATION  
19,679 Sq. Ft. +/-  
0.45 Acres +/-  
AREA INSIDE MEANDER LINE  
963,859 Sq. Ft. +/-  
22.12 Acres +/-



## LOT 3

AREA INCLUDING RIGHT-OF-WAY  
3,264,852 Sq. Ft. +/-  
74.95 Acres +/-  
AREA EXCLUDING RIGHT-OF-WAY  
3,193,522 Sq. Ft. +/-  
73.31 Acres +/-  
AREA INSIDE MEANDER LINE  
3,026,741 Sq. Ft. +/-  
69.48 Acres +/-



**DANE COUNTY  
CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**VOLUME: \_\_\_\_\_ PAGE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_**

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SECTION 10, TOWNSHIP 9 NORTH, RANGE 11 EAST OF THE 4TH PRINCIPAL MERIDIAN,  
TOWN OF BRISTOL, DANE COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

I, TYLER T. BERGSTROM, PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT BY THE ORDER OF MARY ELLEN KARLS, ANN M. LERUM AND MICHAEL J. LERUM, I HAVE SURVEYED, DIVIDED, MONUMENTED AND MAPPED THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 10, TOWNSHIP 9 NORTH, RANGE 11 EAST OF THE 4TH PRINCIPAL MERIDIAN, TOWN OF BRISTOL, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 10;  
THENCE S89°47'17"E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2644.46 FEET TO THE THE NORTHEAST CORNER OF SAID SECTION 10;  
THENCE S00°20'10"E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2645.44 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 10;  
THENCE N89°55'01"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2650.74 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 10;  
THENCE N00°11'57"W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2651.35 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 10 AND THE POINT-OF-BEGINNING.

CONTAINING 160.96 ACRES OR (7,011,687 Sq. Ft. ) MORE OR LESS, ALL LANDS BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS RECORDED OR UNRECORDED.

I DO FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARIES OF THE LAND SURVEYED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER A-E7 OF THE WISCONSIN ADMINISTRATIVE CODE, CHAPTER 236.34 OF THE WISCONSIN STATE STATUTES AND THE TOWN OF BRISTOL ORDINANCES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Tyler T. Bergstrom*

TYLER T. BERGSTROM / (608)-745-2342  
PROFESSIONAL LAND SURVEYOR NO. S-3101  
DATED:

*7/29/2025*



**OWNER'S CERTIFICATE:**

AS OWNER(S), I/WE HEREBY CERTIFY THAT I/WE CAUSED THE LAND ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS SURVEY MAP. AS OWNER(S) WE ALSO ACKNOWLEDGE THAT THIS MAP SHALL BE SUBMITTED TO THE TOWN OF BRISTOL.

WITNESS THE HAND AND SEAL OF SAID OWNER(S) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
MARY ELLEN KARLS, TRUSTEE

STATE OF WISCONSIN    }  
COUNTY OF \_\_\_\_\_ } ss

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, THE ABOVE NAMED PERSONS, TO ME  
THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES

**DANE COUNTY**

**CERTIFIED SURVEY MAP NO.** \_\_\_\_\_

**VOLUME:** \_\_\_\_\_ **PAGE:** \_\_\_\_\_ **DOCUMENT NO.** \_\_\_\_\_

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SECTION 10, TOWNSHIP 9 NORTH, RANGE 11 EAST OF THE 4TH PRINCIPAL MERIDIAN,  
TOWN OF BRISTOL, DANE COUNTY, WISCONSIN.

**OWNERS CERTIFICATE:**

AS OWNER(S), I/WE HEREBY CERTIFY THAT I/WE CAUSED THE LAND ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED,  
DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS SURVEY MAP. AS OWNER(S) WE ALSO ACKNOWLEDGE THAT  
THIS MAP SHALL BE SUBMITTED TO THE TOWN OF BRISTOL,

WITNESS THE HAND AND SEAL OF SAID OWNER(S) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
ANN M. LERUM, TRUSTEE

STATE OF WISCONSIN }  
COUNTY OF \_\_\_\_\_ } ss

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, THE ABOVE NAMED PERSONS, TO ME  
THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES

**OWNER'S CERTIFICATE:**

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THIS MAP SHALL BE SUBMITTED TO THE TOWN OF BRISTOL,

WITNESS THE HAND AND SEAL OF SAID OWNER(S) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

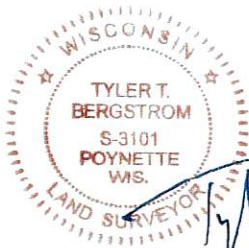
\_\_\_\_\_  
MICHAEL J. LERUM, TRUSTEE

STATE OF WISCONSIN }  
COUNTY OF \_\_\_\_\_ } ss

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, THE ABOVE NAMED PERSONS, TO ME  
THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES



**DANE COUNTY**

**CERTIFIED SURVEY MAP NO.** \_\_\_\_\_

**VOLUME:** \_\_\_\_\_ **PAGE:** \_\_\_\_\_ **DOCUMENT NO.** \_\_\_\_\_

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SECTION 10, TOWNSHIP 9 NORTH, RANGE 11 EAST OF THE 4TH PRINCIPAL MERIDIAN,  
TOWN OF BRISTOL, DANE COUNTY, WISCONSIN.

**TOWN OF BRISTOL APPROVAL:**

RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE TOWN OF SPRINGFIELD, THE LERUM LIVING TRUST DATED  
OCTOBER 29, 2007, HAS BEEN REVIEWED AND IS HEREBY APPROVED BY THE TOWN OF BRISTOL. THE RIGHT-OF-WAY  
DEDICATION TO THE PUBLIC HEREIN IS ALSO ACKNOWLEDGED AND ACCEPTED BY THE TOWN OF BRISTOL,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
KIM GROB, CLERK-TREASURER

\_\_\_\_\_  
BRIAN WILLISON, TOWN CHAIRMAN

**DANE COUNTY REGISTER OF DEEDS CERTIFICATE:**

RECEIVED FOR RECORDING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ AND RECORDED IN

VOLUME \_\_\_\_\_ OF CERTIFIED SURVEY MAPS OF DANE COUNTY ON PAGES \_\_\_\_\_

AS DOCUMENT NUMBER \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



# TOWN OF BRISTOL

## Cover Sheet for Agenda Packet Section

### IV. Business

#### c.

# BIRRENKOTT SURVEYING



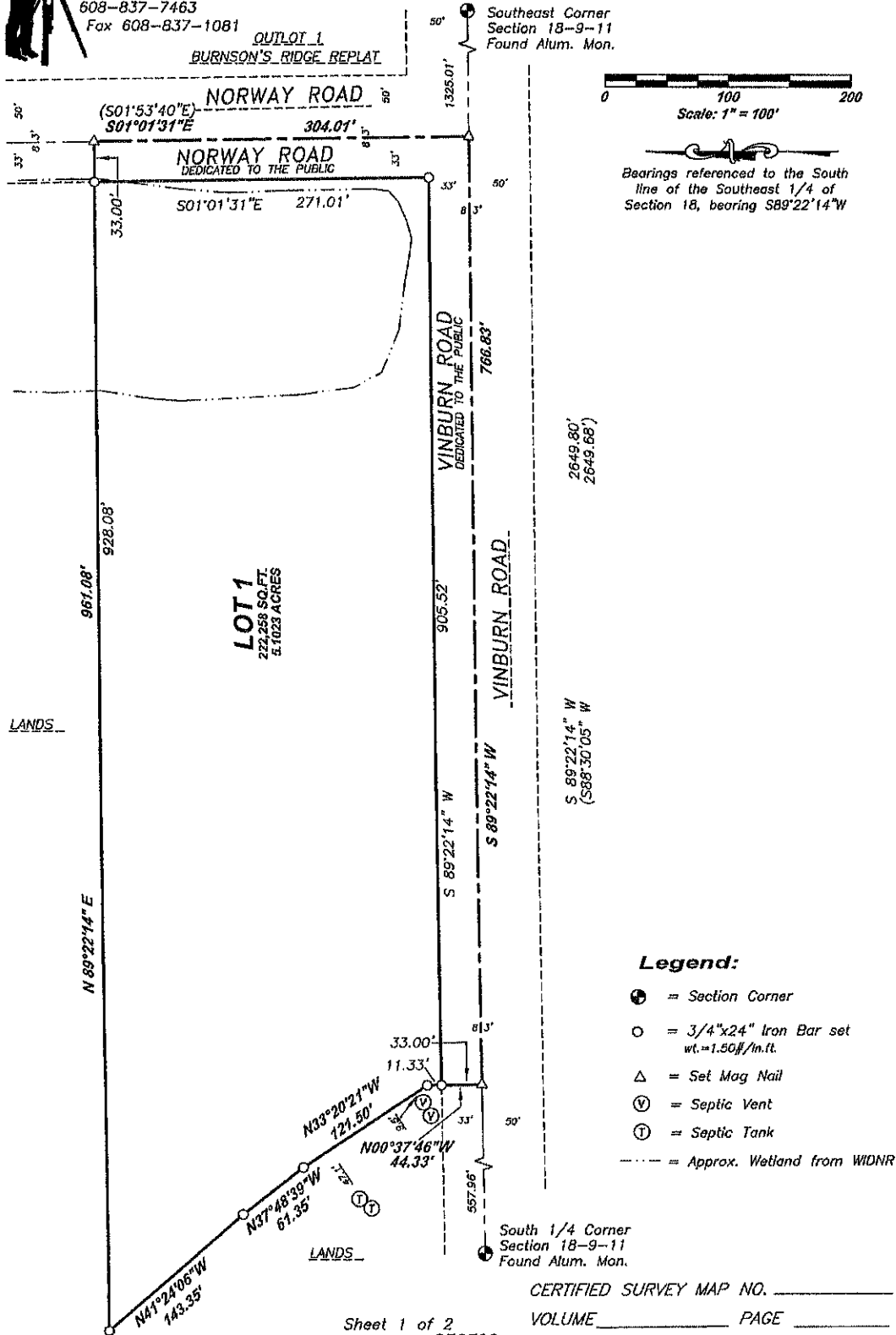
BIRRENKOTT SURVEYING  
1677 N. BRISTOL STREET  
SUN PRAIRIE, WIS. 53590  
608-837-7463  
Fax 608-837-1081

## CERTIFIED SURVEY MAP

Part of the Northeast 1/4 of the Southwest 1/4 and the  
Southeast 1/4 of the Northwest 1/4, Section 15 all in T5N,  
R10E, Town of Rutland, Dane County, Wisconsin.

OUTLOT 1

BURNSON'S RIDGE REPLAT



0 100 200  
Scale: 1" = 100'

Bearings referenced to the South  
line of the Southeast 1/4 of  
Section 18, bearing S89°22'14"W

### Legend:

- ⊙ = Section Corner
- = 3/4"x24" Iron Bar set  
wt. = 1.50#/in.ft.
- △ = Set Mag Nail
- Ⓢ = Septic Vent
- Ⓣ = Septic Tank
- = Approx. Wetland from WIDNR

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

DOCUMENT NO. \_\_\_\_\_

Sheet 1 of 2  
Office Map No. 250533





# CERTIFIED SURVEY MAP

DATED: July 21, 2025

## Birrenkott Surveying

P.O. Box 237  
1677 N. Bristol Street  
Sun Prairie, Wisconsin 53590  
Phone (608) 837-7463  
Fax (608) 837-1081

### Surveyor's Certificate:

I, Chris K. Casson, hereby certify that this survey is in full compliance with Chapter 236.34 of Wisconsin Statutes. I also certify that by the direction of the owners listed hereon, I have surveyed and mapped the lands described hereon and that the map is a correct representation of all the exterior boundaries of the land surveyed and the division of that land, in accordance with the information provided.

Chris K. Casson, Professional Land Surveyor No. S-3264

### Description:

Part of the Southwest ¼ of the Southeast ¼, Section 18, T9N, R1E, Town of Bristol, Dane County, Wisconsin more fully described as follows; Commencing at the Southeast corner of Section 18, thence S89°22'14"W, 1325.01 feet along the South line of the Southeast ¼ and the centerline of Vinburn Road to the point of beginning; thence S89°22'14"W, 766.83 feet along said South line and centerline of Vinburn Road; thence N00°37'46"W, 44.33 feet; thence N33°20'21"W, 121.50 feet; thence N37°48'39"W, 61.35 feet; thence N41°24'06"W, 143.35 feet; thence N89°22'14"E, 961.08 feet to the Centerline of Norway Road; thence S01°01'31"E, 304.01 feet along the Centerline of Norway Road and to the point of beginning. Containing 256,503 square feet or 5.889 acres.

### Owners Certificate:

As owners, Patrick D. Porter, I hereby certify that I have caused the lands described on this Certified Survey Map to be surveyed, divided, and mapped. I also certify that this Certified Survey Map is required to be submitted to the Town of Bristol as a required approving authority.

Patrick D. Porter, Owner

### State of Wisconsin )

#### Dane County ) ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
the above-named Patrick D. Porter, to me known to be the persons  
who executed the foregoing instrument and acknowledged the same.

My Commission Expires \_\_\_\_\_

Notary Public, Dane County, Wisconsin.

Printed name

### Town of Bristol Approval Certificate:

Resolved, that this Certified Survey Map is hereby acknowledged and accepted and is approved for recording by the Town of Bristol this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Kim Grob, Clerk  
Town of Bristol

Dated \_\_\_\_\_

### Notes:

- Utility Easement: No poles or buried cables are to be placed on any lot line or corner.
- The disturbance of a survey stake by anyone is in violation of Section 236.32 of Wisconsin Statutes.
- This survey is subject to any and all easements and agreements both recorded and unrecorded.
- Wetlands, if present have not been delineated.
- This survey shows visible, above-ground improvements only. No guarantee is made for below-ground structures.

### Surveyed for Owner/Divider:

Danton Craftsman and Design  
3988 Windsor Road  
DeForest, WI 53532  
608-566-9029

Surveyed: CJL  
Drawn: BTS  
Checked: CKC  
Approved: CKC  
Field book: 387/126-127  
Tape/File: J:\250533

### Register of Deeds Certificate:

Received for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2025

at \_\_\_\_\_ o'clock \_\_\_\_\_ m and recorded in Volume \_\_\_\_\_ of Certified Survey

Maps of Dane County on Pages \_\_\_\_\_.

Kristi Chlebowski, Register of Deeds

Document No. \_\_\_\_\_

Certified Survey Map No. \_\_\_\_\_, Volume \_\_\_\_\_, Page \_\_\_\_\_





All Season

Vinburn Rd

Fern Dr

Burnson Dr

Kaltenberg Pass

Fern Dr

Noiway Rd

Noiway Rd

Noiway Rd

Way Rd

Bettcher Masonry  
Chimney Specialist

Vinburn Rd

Wyndw

Curtis Ct

Vinburn Rd

Orrabud Ln

Kalland Way



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

**V. Business**

**a.**

**DEVELOPMENT AGREEMENT  
(LOV-IT BRANDS CAMPUS, LLC)**

**THIS AGREEMENT** made and entered into by and between the Town of Bristol, a body corporate and politic (hereinafter referred to as the "Town"), and The Lov-It Brands Campus, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Developer").

**WITNESSETH:**

**WHEREAS**, the Developer has received approval for the development of Phase 1 of The Lov-It Brands Campus (hereinafter referred to as the "Phase 1 Development"), located on Lot 1 of Certified Survey Map ("CSM") No. \_\_\_\_\_, in a part of Section 13, Township 9 North, Range 11 East, along U.S. Highway 151 at Twin Lane Road, in the Town of Bristol, Dane County, Wisconsin ("Lot 1"); and

**WHEREAS**, the Town requires that Developer enter into a contract with the Town agreeing to make and install all necessary public improvements required by the Town for the Phase 1 Development to Town standards and dedicated to the Town, without cost to the Town, and setting forth other agreements between the parties; and

**WHEREAS**, the Developer desires to proceed with the Phase 1 Development, which shall include the improvement to Russ and Mary Court, being a public road in the Town ("public improvements");

**NOW, THEREFORE**, in consideration of the covenants hereinafter set forth, Town approval of the Phase 1 Development and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Phase 1 Public Improvements.

(a) The Developer shall submit complete plans and specifications for the public improvements for the Phase 1 Development fully describing such improvements and all estimated costs prior to commencing the construction of any Phase 1 Development public improvements, including the improvements to Russ and Mary Court. The plans shall be reviewed and approved by the Town Engineer for conformity to Town and other applicable standards for such improvements. The Developer shall be responsible for all costs or charges related to the installation of the Phase 1 Development public improvements enumerated in the plans and specifications, including the reasonable cost for the Town's review of the plans and specifications and inspection of the improvements. The Developer shall design Russ and Mary Court with a sufficient

entrance width from Twin Lane Road to handle the ingress and egress of semi-trailers, and the road shall be construction to a standard sufficient to handle semi-trailer traffic.

(b) The completed Phase 1 Development public improvements, including the improvements to Russ and Mary Court, shall be inspected by the Town and must meet with Town approval prior to acceptance for public use. The Developer shall dedicate without cost to the Town all Phase 1 Development public improvements constructed in accordance with this Agreement. All public streets on the CSM are and shall be dedicated to the public.

(c) Developer shall repair all damage to Town roads caused by construction equipment, and clean any mud or debris associated with the Phase 1 Development to as good of condition as existed before the Developer commenced Phase 1 Development, at no cost to the Town.

(d) The Town shall have the right to approve the design and location of any streetlights, if any, installed in connection with the improvements to Russ and Mary Court, but no street lights are required by this Agreement. All arrangements for street lights, if any, shall be made by the Developer with the applicable utility, at the expense of Developer.

## 2. Time of Completion.

The Developer shall not be required to complete any required Phase 1 Development public improvements until such time as the Developer deposits with the Town the full amount of the letter of credit required by the Town as security for the Phase 1 Development public improvements. Upon depositing with the Town the required letter of credit for the Phase 1 Development public improvements under this Agreement, the Developer shall complete the required Phase 1 Development public improvements within fourteen (14) months after the date of depositing such security with the Town, except for the final layer of asphalt which shall be installed in accordance with Town policy no later than eighteen (18) months after the completion of installation of the first layer of asphalt in the Phase 1 Development, provided that Developer provides a sufficient letter of credit to the Town to secure the cost of completing such final layer of asphalt for Phase 1.

## 3. Utilities.

Electric and, if available, telephone, gas and telecommunication facilities, shall be provided by the Developer to serve Lot 1 in such a manner as to make adequate service to Lot 1 available to the Development. The Developer shall be responsible for making all arrangements for such service with the utility companies.

#### 4. Conditions Preceding Construction.

The Developer shall not commence construction of any public improvements in Phase 1 Development prior to the following actions:

(a) Copies of all contracts for the construction and installation of the Phase 1 Development public improvements have been filed with the Town.

(b) All final approvals for the Phase 1 Development have been obtained by Developer from the Town.

(c) This Agreement has been duly executed by the Developer and the Town.

(d) The required security described herein has been approved as to form by the Town Attorney and filed with the Town Treasurer.

(e) The Developer provides the Town with certificates of commercial general liability insurance from the Developer's insurer for any and all activities related to the construction and installation of the Phase 1 Development public improvements and also causes the principal contractor(s) constructing the Phase 1 Development public improvements to file certificates of commercial general liability insurance from the insurer of the contractor(s) with the Town for any and all activities of such contractor(s) related to their work in connection with the construction and installation of the Phase 1 Development. The aforesaid certificates of insurance shall provide that the Town shall be an additional insured thereon, that such insurance is provided on an occurrence basis, that the insurer is authorized to do business in the state of Wisconsin, that the minimum policy limits shall be at least Three Million Dollars (\$3,000,000) per occurrence for death, bodily injury and property damage which can be provided through an underlying policy or umbrella coverage and that such certificates of insurance or renewals thereof shall be in effect at all times during the Phase 1 Development work.

Page 6, point #12(b): there currently is a serviceable public road to the site, so I don't think the issuance of building permits should be conditioned on the public road improvements being constructed.

#### 5. Security.

Prior to commencing construction of the required Phase 1 Development public improvements, the Developer shall file an original irrevocable stand-by letter of credit with the Town from a commercial bank in the state of Wisconsin, in the amount required by the Town for the Phase 1 Development public improvements and in a form acceptable to the Town Attorney, except that the Developer may provide separate surety to Dane County for public or private stormwater and erosion control facilities in the amount

required by Dane County prior to the start of construction for the Phase 1 Development public improvements.

The aforesaid security shall guarantee that the construction and installation for Phase 1 Development public improvements will be completed in accordance with Town-approved plans and specifications, that all payments shall be made by the Developer as they come due, and that any construction or materials reasonably determined by the Town prior to acceptance or during the warranty period after acceptance to be defective will be repaired or replaced by the Developer. Except as provided herein, the security furnished shall be held by the Town until all required construction and improvements for Phase 1 Developer public improvements have been completed and accepted by the Town, which acceptance shall not be unreasonably withheld; provided, however, that the Developer may periodically apply to reduce the security in a sum equal to the accepted portion of construction to date of application. The amount of security shall be the Town-accepted estimate to construct the required Phase 1 Development public improvements, less the amount allocated for stormwater and erosion control if separate surety is provided to Dane County, multiplied by 120 percent.

Upon completion of construction and submittal of proof of final payment to contractors and delivery of lien waivers, the Town shall inspect the Phase 1 Development public improvements to certify that they are complete. Upon such certification, the Town shall release the letter of credit except for an amount equal to at least 15 percent of the original security. Said amount shall be retained as security for a one-year guarantee period following completion of the required Phase 1 Development public improvements. The Developer may submit a cash bond equal to said 15% amount in lieu of the retained letter of credit at Developer's option. The security following completion of the Phase 1 Development public improvements shall be held to guarantee against defects in workmanship and materials with respect to all required Phase 1 Development public improvements.

If defects appear during the one-year guarantee period, the Developer shall, at the Developer's expense, install replacements or perform acceptable repairs. In the event that the Developer fails to install the required replacements or perform the repairs, the Town may do so, deduct the costs thereof from the security, and recover any deficiencies from the Developer.

Provided defects have not appeared during the one-year guarantee period, the Town will formally accept the Phase 1 Development public improvements and release the security to the Developer.

6. Administrative Charges.

The Developer agrees to pay to the Town an amount equal to the reasonable expenses incurred by the Town's administrative personnel, attorney, engineer or other consultants in connection with review and approval of the Development, and the preparation, approval and administration of this Agreement. Said fees shall be payable to the Town within ten (10) business days of certification by the Town Clerk of the amounts thereof. If said fees are not paid by the Developer in the time set forth above, the Town may revoke its acceptance of this Agreement, post stop work orders preventing further construction of the Phase 1 Development, and enjoin the Developer from further construction hereunder until said fees are paid. Any costs incurred by the Town for enforcing this obligation shall be paid for by the Developer at the same time and in the same manner as other fees referred to in this paragraph.

7. Miscellaneous Provisions.

The Developer represents and agrees that:

(a) Developer is or will be the lawful owner and in possession of the real estate to be improved in the Development no later than the start of construction;

(b) Developer has obtained any and all easements or rights-of-way necessary to gain access to the property or to provide drainage or utility easements to the property;

(c) Developer shall hold the Town harmless in any action or proceeding, along with its Board and Planning Commission, and its officers, agents, employees, and representatives, from liability for any award, damages, costs and fees incurred by Town and/or awarded to any plaintiff in an action (a) challenging the validity of the Phase 1 Development approval or approval of any permit or any environmental or other documentation related to approval of the Phase 1 Development, (b) arising out of the design of the Phase 1 Development and its features and the public improvements related thereto, including but not limited to, such matters arising out of or related to surface and subsurface water or any public improvements, or (c) arising from the construction of the Phase 1 Development, and Developer agrees to provide a defense for the Town in any such action at Developer's expense. Developer will defend, indemnify and hold the Town and its officials, agents and employees harmless for all losses, claims, liabilities, expenses, and costs arising from damage to property or injuries to persons in connection with the making of the Phase 1 Development public improvements under this Agreement or otherwise arising out of Developer's performance under this Agreement, except for such damages or injuries caused by the negligence or willful misconduct of the Town and its officials, agents and employees.



(d) In the event the Town validly exercises its right to draw on the security posted pursuant to this Agreement or incurs expenses arising from the Developer's breach of this Agreement, the Developer shall reimburse the Town for its reasonable inspection, consulting, and legal fees or expenses incurred by the Town as a result of such default of the Developer.

(e) The CSM will comply with all requirements of the Town Land Division and Zoning ordinances, and any applicable Dane County stormwater and shoreland-wetland zoning ordinances, as well as all other applicable development standards of the Town and County.

(f) Developer shall use dust control practices during construction to minimize fugitive dust.

(g) Developer shall control noxious weeds on vacant land before, during and after construction, at the expense of the Developer; the Town may cut the noxious weeds at the Developer's expense, if the Developer or lot owner fails to do so, after written notice, and assess the cost thereof to the owner of the parcel as a special charge.

#### 8. No Waiver.

Except as expressly provided herein, nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations otherwise imposed upon the Developer by the Town.

#### 9. Amendment.

The parties may amend this contract by express mutual written agreement.

#### 10. Assignment.

This Agreement shall not be assigned by any party without the express written approval of the other party, which approval shall not be unreasonably withheld.

#### 11. Binding Effect.

This Agreement shall be binding upon the parties, and upon the successors and assigns of the parties.

#### 12. Building Permits.

No building permits shall be issued by the Town for Phase 1 Development until such time as the Developer has:

Provided acceptable security for the required Phase 1 Development Public improvements per this Agreement.

Further, no final occupancy certificates shall be issued for any buildings in Phase 1, until the Town certifies that the required Phase 1 improvements are substantially completed according to Town specifications and requirements.

### 13. Stormwater.

The Developer agrees to construct required stormwater improvements for Phase 1 Development as detailed on the County-approved plans. Maintenance of stormwater facilities within the Development shall be the responsibility of the Developer. The Developer shall be required to obtain a stormwater permit for Phase 1 Development from Dane County and to abide by its provisions. Construction plans for the infiltration areas and all stormwater management facilities shall be approved by Dane County Land Conservation. The stormwater improvements for the Phase 1 Development will be private stormwater improvements and will not be dedicated to the Town or to Dane County. The security for the completion of the stormwater improvements for the Phase 1 Development shall be provided by Developer to Dane County Land Conservation under the Dane County form of stormwater improvements agreement, and said Dane County agreement shall provide for enforcement by Dane County Land Conservation of any default thereunder. The Developer shall provide the Town a copy of the County-approved stormwater plans and permit prior to commencing the Phase 1 Development.

### 14. Erosion Control.

The Developer shall obtain a Dane County erosion control permit for Phase 1 Development and shall comply with the terms thereof. The Developer further agrees to install and maintain proper erosion control measures in order to prevent sediment from entering the detention basins during all phases of the Development. The Developer shall provide the Town a copy of any erosion control plans and the County-approved permit prior to commencing the Phase 1 Development.

### 15. Parkland.

The Development does not include any residential uses, so the Developer is not required to dedicate any land for park purposes, to pay any park fees in lieu of dedication or to pay any park improvement fees.

## 16. Special Provisions.

The Developer shall record with the Register of Deeds covenants with the Town relating to Lot 1 which shall be effective during the construction of Phase 1 Development and thereafter and which shall provide that Developer, and any other successor owner of Lot 1, shall:

(1) be required to maintain Russ and Mary Court as a public street from Twin Lane Road to Lot 1, at the sole expense of the Developer or successor owners of Lot 1, at all times hereafter, including, but not limited to snow and ice control, repair and maintenance of the surface and shoulders of said Court, removal of debris on said Court, and provision of any required directional or regulatory signage for said Court, all in a timely and workmanlike manner and in accordance with generally applicable Town standards for public streets in the Town, and

(2) be required during any future phase of the Development after Phase 1 is completed, when the Town Board so requires this future work by written notice to Developer, to install, at Developer's expense, motor vehicle turn lanes for vehicles turning into and out of Russ and Mary Court within the CSM and to and from Twin Lane Road adjacent to the CSM, which work shall be completed by Developer during the particular phase of the Development designated by the Town after Phase 1, in accordance with engineering plans and specifications prepared by the Developer's civil engineers and reasonably approved by the Town Engineer, and Developer shall perform such turn lane work in a timely and workmanlike manner in accordance with the approved plans and specifications and shall warranty such work against defects for a period of one year after completion of the work and acceptance by the Town. The turn lane work shall include the installation of standard directional and regulatory signage.

If Developer fails to perform the maintenance work under paragraph (1) above in a timely and workmanlike manner after a written notice of default to Developer from the Town with a cure period of ten (10) days (weather permitting), then the Town may perform such work and charge the owner of Lot 1 with the cost thereof as a special charge as provided by law. If Developer fails to perform the construction of the turn lanes under paragraph (2) above in a timely and workmanlike manner after a written notice of default to Developer from the Town with a cure period of one hundred eighty (180) days (weather permitting), then the Town may perform the work and charge the cost thereof as a special assessment as provided by law to said Lot 1 and Developer and any subsequent owners of said Lot 1 shall be deemed to have consented to such special assessment and to have waived notice of a special assessment hearing and a hearing thereon, and the Town Board may proceed immediately to approve any preliminary or final report relating to the special assessment from the Town Engineer and to adopt any associated resolution(s) levying and enforcing said special assessment against Lot 1.

17. Recording of Agreement.

This Agreement may be recorded by the Town in the office of the Register of Deeds of Dane County upon execution of this Agreement following the recording of the CSM referenced herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the \_\_\_\_\_ day of September, 2025.

**FOR THE TOWN OF BRISTOL:**

\_\_\_\_\_  
Brian Willison, Town Chair

**ATTEST:**

\_\_\_\_\_  
Kim Grob, Town Clerk

**FOR THE DEVELOPER:**

LOV-IT BRANDS CAMPUS, LLC

By: \_\_\_\_\_  
Steve Knaus, Manager/Member

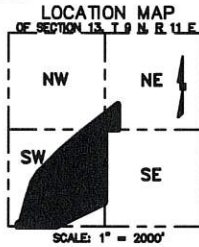
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Part of the Northeast 1/4, Northwest 1/4, Southwest 1/4, and Southeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4, all in Section 13, Township 9 North, Range 11 East, in the Town of Bristol, Dane County, Wisconsin.

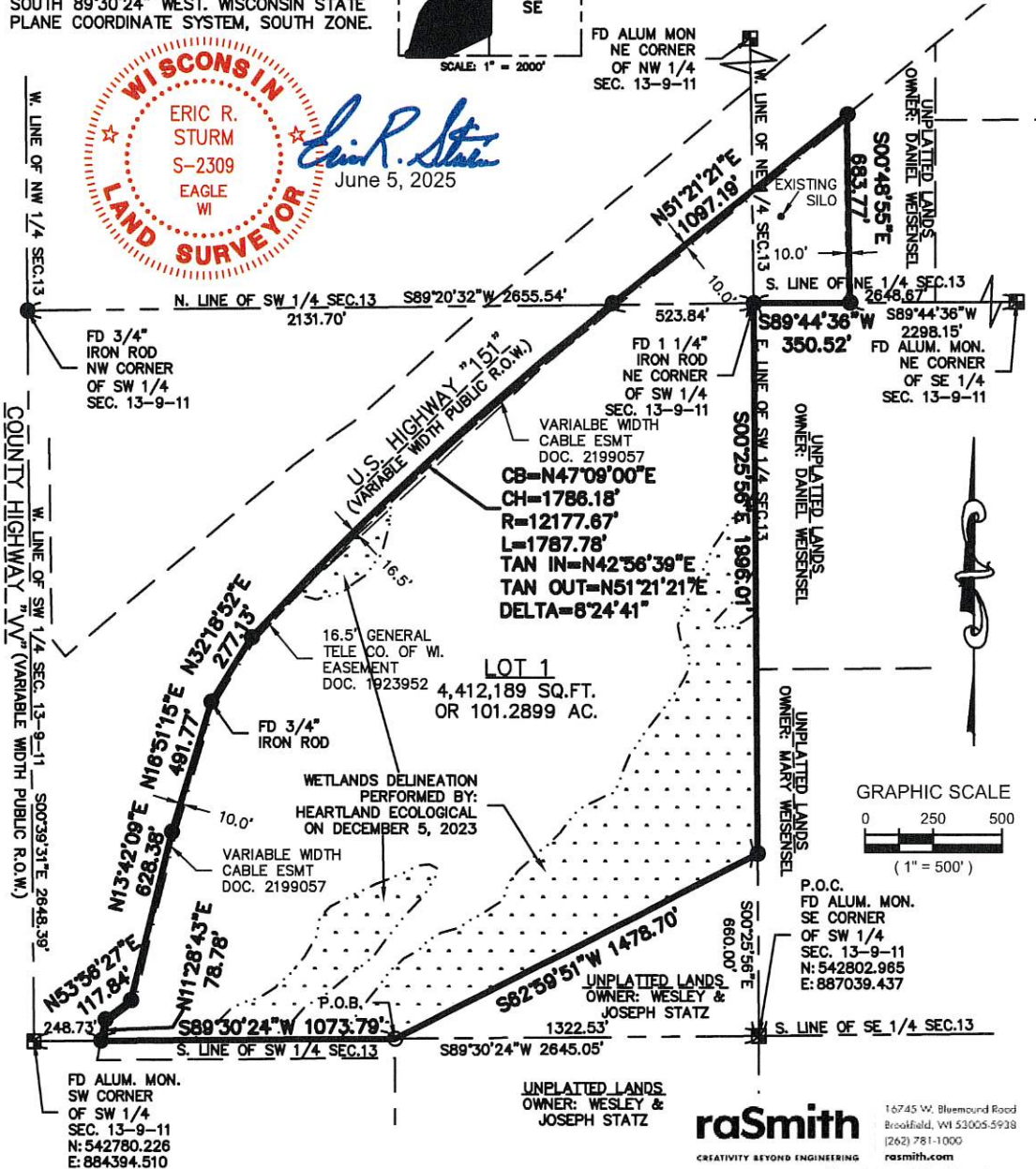
○ INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

● INDICATES FOUND 1" IRON PIPE, (UNLESS OTHERWISE NOTED).

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, T 9 N, R 11 E, WHICH BEARS SOUTH 89°30'24" WEST. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



June 5, 2025



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Part of the Northeast 1/4, Northwest 1/4, Southwest 1/4, and Southeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4, all in Section 13, Township 9 North, Range 11 East, in the Town of Bristol, Dane County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }  
                                  :SS  
WAUKESHA COUNTY }

I, ERIC R. STURM, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided, and mapped a division of part of the Northeast 1/4, Northwest 1/4, Southwest 1/4, and Southeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4, all in Section 13, Township 9 North, Range 11 East, in the Town of Bristol, Dane County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 13; thence South 89°30'24" West along the South line of said Southwest 1/4 Section 1322.53 feet to the point of beginning; thence continuing South 89°30'24" West along said South line 1073.79 feet to a point on the East line of U.S.H. "151"; thence North 11°28'43" East along said East line 78.78 feet to a point; thence North 53°56'27" East along said East line 117.84 feet to a point; thence North 13°42'09" East along said East line 628.38 feet to a point; thence North 16°51'15" East along said East line 491.77 feet to a point; thence North 32°18'52" East along said East line 277.13 feet to a point; thence Northeasterly 1787.78 feet along said East line and the arc of a curve, whose center lies to the Southeast, whose radius is 12177.67 feet, and whose chord bears North 47°09'00" East 1786.18 feet to a point on the North line of the Southwest 1/4 of said Section 13; thence North 51°21'21" East along said East line 1097.19 feet to a point; thence South 00°48'55" East 683.77 feet to a point on the South line of the Northeast 1/4 of said Section 13; thence South 89°44'36" West along said South line 350.52 feet to the Center of Section 13; thence South 00°25'56" East along the East line of the Southwest 1/4 of said Section 13, a distance of 1996.01 feet to a point; thence South 62°59'51" West 1478.70 feet to the point of beginning.

Said lands containing 4,412,189 square feet or 101.2899 acres.

THAT I have made the survey, land division and map by the direction of LOV-IT BRANDS CAMPUS LLC, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have complied with Chapter 236 of the Wisconsin Statutes and the Subdivision Ordinances of the Town of Bristol in surveying, dividing, and mapping the same.

June 5, 2025  
Field date  
March 27, 2025



*Eric R. Sturm*

ERIC R. STURM  
PROFESSIONAL LAND SURVEYOR S-2309

**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Blumound Road  
Brookfield, WI 53005-5938  
(262) 761-1000  
rasmith.com



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Part of the Northeast 1/4, Northwest 1/4, Southwest 1/4, and Southeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4, all in Section 13, Township 9 North, Range 11 East, in the Town of Bristol, Dane County, Wisconsin.

OWNER CERTIFICATE

LOV-IT BRANDS CAMPUS LLC, a company duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the Ordinances of the Town of Bristol.

LOV-IT BRANDS CAMPUS LLC, does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: Town of Bristol.

IN Witness Whereof, LOV-IT BRANDS CAMPUS LLC, has caused these presents to be signed

by \_\_\_\_\_, it's \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

LOV-IT BRANDS CAMPUS LLC

\_\_\_\_\_

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

\_\_\_\_\_ the \_\_\_\_\_ of the above named company, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority.

(Notary Seal)

\_\_\_\_\_

(print name)

Notary Public, State of Wisconsin

My commission expires \_\_\_\_\_

TOWN OF BRISTOL APPROVAL

This Certified Survey Map, is hereby APPROVED by the Town of Bristol, Dane County, Wisconsin on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Kim Grob, Town Clerk

*Eric R. Sturm*

June 5, 2025



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

**V. Business**

**b.**



**Subdivision**  
**Fall 2025 Open Burn Dates**

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

**October 9 – 12**

**October 23 - 26**

**November 6 – 9**

**November 20 - 23**

Please remember that only **dry** yard waste (grass, leaves, and plant material) as well as clean wood can be burned. Burning is only allowable during daylight hours, and you **must** attend your fire.

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

Please follow the WI DNR Current Fire Guidelines at [dnr.wi.gov/topic/openburning](https://dnr.wi.gov/topic/openburning)

Town of Bristol Board

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

**V. Business**

**c.**



## Dane County Department of Human Services

---

Director – John Schlueter  
Housing Access & Affordability Division – Casey Becker

1202 Northport Drive, Madison, WI 53704-2092  
PHONE: 608-242-6200 FAX: 608-242-6294

TO: Dane County Urban County Consortium Members

FROM: Cindy Grady, Dane County CDBG Administrator

DATE: August 1, 2025

SUBJECT: Urban County Consortium Cooperation Agreements

Your membership for the Dane County Urban County Consortium (UCC) has been renewed for another 3-year period (October 1, 2025 – September 30, 2028). Thank you for your continued involvement, and we look forward to strengthening our partnership with all of our members!

As you know, the Dane County UCC was formed in 1999 with several municipalities and their residents eager to experience the benefits of the federal Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) grant funds. Over the years, more cities, towns and villages joined the Dane County UCC, and we are happy to announce that ALL municipalities are now members effective October 1<sup>st</sup>! This allows the CDBG and HOME funds to benefit all residents in Dane County outside the City of Madison.

**We now have a time-sensitive request:** the Department of Housing and Urban Development (HUD) requires that they maintain up-to-date copies of the Cooperation Agreements of all of the Dane County UCC members. Due to changes in HUD policies and federal regulations over the years, HUD has directed Dane County to ensure that all Cooperation Agreements use consistent contract language. As a result, Dane County must collect updated Cooperation Agreements from all municipalities within the Dane County Urban County Consortium.

### **Next Steps:**

- If your municipality *has a copy* of the original signed Dane County Urban County Cooperation Agreement, please forward a copy to [CDBG@danecounty.gov](mailto:CDBG@danecounty.gov), **no later than August 11, 2025**.
  - We will review the agreement and determine what updates are needed.
- If you *do not have a copy* of the agreement:
  - Let us know if you do not have a copy, and email [CDBG@danecounty.gov](mailto:CDBG@danecounty.gov), **no later than August 11, 2025**.

- Review the Dane County Urban County Consortium Cooperation Agreement template and Resolution sample attached. The updated agreement may need to go through your municipality's legislative or approval process by resolution.
- Present Cooperation Agreement and Resolution to your municipality's governing body.
  - Note: The Cooperation Agreement is provided as a template. Insert your municipality's information.
  - Note: The Resolution is a sample. You may utilize your municipality's resolution style or template.
- Once the new Cooperation Agreement and Resolution are signed and dated by your highest elected official and clerk, please forward to [CDBG@danecounty.gov](mailto:CDBG@danecounty.gov), **no later than September 15, 2025**.

We are here to assist you in this process, if needed. Please contact Cindy Grady if you would like to discuss the next steps at [grady.cindy@danecounty.gov](mailto:grady.cindy@danecounty.gov) or (608) 896-0710.

We are excited for the next three years of the Dane County UCC, and look forward to your continued partnership.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cindy Grady".

Cindy Grady  
CDBG Administrator



The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, by means of implementing a Consolidated Plan and Annual Action Plan for both HUD CDBG funds as an Urban County for Federal fiscal years 2026, 2027, and 2028 appropriations and from any program income generated from the expenditure of such funds, and HUD HOME funds, if received, from appropriations in the same federal fiscal year and from any program income generated from the expenditure of such funds.

## CONSIDERATION

MUNICIPALITY, by the execution of this Cooperation Agreement, agrees to have its population, its number of impoverished residents, its extent of housing over-crowding, its age of housing and other applicable statistics, all as defined in the HCD Act and the NAH Act, included in the formula allocations set forth in the HCD Act and in the NAH Act for the purpose of determining the allocation of funds to COUNTY as an Urban County, as defined in the HCD Act and the NAH Act, as amended. COUNTY agrees to include MUNICIPALITY as part of its Annual Action Plan, to be submitted to HUD under the terms and conditions of the HCD Act and the NAH Act.

## RESTRICTIONS

Neither COUNTY nor MUNICIPALITY shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or any other cooperating units of government in achieving the activities set forth in the Consolidated Plan, the Annual Action Plan, and any other CDBG submissions or HOME submissions for the program years covered by this Agreement.

## TERM

The term of this Agreement shall be three (3) years commencing October 1, 2025 and continuing through the 2028 federal fiscal year, and for such additional time as may be established under the automatic renewal terms of this section or as may be required for the expenditure of the CDBG and HOME funds granted to COUNTY for such period and the related program income, as defined by HUD regulations and all activities are completed. Neither the COUNTY nor the MUNICIPALITY executing this Agreement shall have the opportunity to opt out of the Urban County Program during the period that this Agreement is in effect.

This Agreement shall be automatically renewed for participation in future three-year qualification periods, unless COUNTY or MUNICIPALITY provides written notice to the other party that it elects not to participate in a new qualification period by the date specified in HUD's urban county qualification notice for the next qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD's Urban County Qualification Notice. By the date specified in HUD's urban county qualification notice for the next qualification period, COUNTY shall notify MUNICIPALITY of its right not to participate in the next



99 qualification period. A copy of the County's notification must be sent to the HUD field  
100 office by the date specified in the Urban County Qualification Notice.  
101

102 Both COUNTY and MUNICIPALITY shall adopt any amendment to the Agreement  
103 incorporating changes necessary to meet the requirements for cooperation  
104 agreements set forth in HUD's urban county qualification notice for a future three-year  
105 urban county qualification period. COUNTY shall submit such amended Agreement to  
106 HUD as provided in the urban county qualification notice. Failure to comply shall void  
107 the automatic renewal of such subsequent qualification period.  
108

## 109 PROVISIONS 110

111 COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in  
112 undertaking, essential community renewal and lower-income housing assistance  
113 activities. COUNTY and MUNICIPALITY further agree to undertake all actions  
114 necessary to assure compliance with Dane County's certification required by Section  
115 104(b) of Title I of the Housing and Community Development Act of 1974, as amended.  
116 The grant will be conducted and administered in conformity with Title VI of the Civil  
117 Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair  
118 Housing Act and the implementing regulations at 24 CFR part 100, and will affirmatively  
119 further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing  
120 Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR  
121 5.151 and 5.152.  
122

123 COUNTY and MUNICIPALITY further agree to comply with section 109 of Title I of the  
124 Housing and Community Development Act of 1974 and the implementing regulations  
125 at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973,  
126 and the implementing regulations at 24 CFR part 8, Title II of the Americans with  
127 Disabilities Act of 1974, and the implementing regulation at 28 CFR part 35, the Age  
128 Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, and  
129 Section 3 of the Housing and Urban Development Act of 1968 and other applicable  
130 laws.  
131

132 Urban County funding is prohibited for activities in, or in support of, any cooperating  
133 unit of local government that does not affirmatively further fair housing within its own  
134 jurisdiction or that impedes COUNTY's actions to comply with its fair housing  
135 certification.  
136

137 COUNTY and MUNICIPALITY acknowledge that a unit of general local government  
138 may not sell, trade, or otherwise transfer all or any portion of CDBG funds covered by  
139 this agreement to another such metropolitan city, urban county, unit of general local  
140 government, or Indian tribe, or insular area that directly or indirectly receives CDBG  
141 funds in exchange for any other funds, credits or non-Federal considerations, but must  
142 use such funds for activities eligible under title I of the Housing and Community  
143 Development Act of 1974, as amended.  
144

145 MUNICIPALITY understands that by executing this Cooperation Agreement, it may not  
146 apply for grants from appropriations under the State Small Cities or State CDBG

programs for fiscal years during the period in which it participates in COUNTY's CDBG program, and

MUNICIPALITY may receive a formula allocation under the HOME program only through COUNTY, and even if COUNTY does not receive a HOME formula allocation, MUNICIPALITY cannot form a HOME consortium with other local governments.

This does not preclude COUNTY or MUNICIPALITY from applying for HOME funds from the State, if the State allows.

Non-compliance by MUNICIPALITY with any of the provisions above may constitute non-compliance by COUNTY which may provide cause for funding sanctions or other remedial actions by HUD.

Nothing contained in this Agreement shall deprive MUNICIPALITY of any power of zoning, development control or other lawful authority which it presently possesses.

MUNICIPALITY must inform COUNTY of any income generated by the expenditure of CDBG or HOME funds received by MUNICIPALITY. Any such program income must be paid to COUNTY, or, if the completion of an approved activity should require the use of program income, MUNICIPALITY may retain said income upon mutual agreement of COUNTY and MUNICIPALITY. Any program income MUNICIPALITY is authorized to retain may only be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.

MUNICIPALITY must establish and maintain appropriate record-keeping and reporting of any retained program income and make such available to COUNTY in order that COUNTY can meet its monitoring and reporting responsibilities to HUD.

Pursuant to 24 CFR 570.501(b), MUNICIPALITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

If the Dane County Urban County Program is, at some future date, closed out, or if the status of MUNICIPALITY's participation in the Dane County Urban County Program changes, any program income retained by MUNICIPALITY, or received subsequent to the close-out or change in status, shall be paid to COUNTY.

MUNICIPALITY attests that it has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

If MUNICIPALITY utilizes, in whole or in part, funds covered by this Agreement to acquire or improve real property that is or will be within the control of MUNICIPALITY, then the following standards shall apply:

1. MUNICIPALITY will notify COUNTY of any modification or change in the use of the real property from that planned at the time of the acquisition or improvement, including disposition, and,
2. MUNICIPALITY will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG or HOME activity, as applicable, reimburse COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or HOME funds); and,
3. Program income generated from the disposition or transfer of property acquired or improved in whole or in part with CDBG or HOME funds prior to or subsequent to the close-out, change of status, or termination of this Agreement shall be treated under the provisions of this Agreement concerning program income.

The above Cooperation Agreement has been authorized by the governing body of Town of Bristol by resolution dated \_\_\_\_\_ and is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Town Chairman and the Clerk of the Town of Bristol

\_\_\_\_\_  
Chief Executive Officer/Chairman

\_\_\_\_\_  
Town of Bristol Clerk

The above Cooperation Agreement has been authorized by the Dane County Board of Supervisors, by resolution, dated \_\_\_\_\_ (copy attached), and is executed this \_\_\_\_\_ by the County Executive of Dane County.

\_\_\_\_\_  
Melissa Agard  
County Executive

The terms and provisions of the above Cooperation Agreement are fully authorized under State and local law, and the Cooperation Agreement provides full legal authority for the County of Dane to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and lower income housing activities. The above Cooperation Agreement includes the language required by 24 CFR 570 and CPD Notice 25-04.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Susan Rauti  
Assistant Corporation Counsel  
State Bar # 1037944

**TOWN OF BRISTOL  
RESOLUTION NO. 2025-02**

**APPROVING PARTICIPATION IN THE  
DANE COUNTY URBAN COUNTY CONSORTIUM (DCUCC)**

**WHEREAS**, the Town of Bristol has participated as a member of the Dane County Urban County Consortium since 1999; and

**WHEREAS**, the Town of Bristol supports efforts to provide accessible and affordable housing for its citizens; and

**WHEREAS**, the Town of Bristol supports efforts to provide public services and economic assistance to its citizens; and

**WHEREAS**, the Town of Bristol wishes to continue to participate in a Consortium that administers programs and provides funding for affordable housing and public services to low- to moderate – income persons; and

**WHEREAS**, the Town of Bristol has determined that joining the Dane County Urban County Consortium will be advantageous to Town of Bristol residents.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Bristol shall participate in the Dane County Urban County Consortium. Town of Bristol staff are hereby authorized to execute all necessary documents to participate in the DCUCC.

The above and foregoing Resolution was duly adopted at a meeting of the Board of Town of Bristol on September \_\_\_\_\_, 2025.

This resolution was adopted

Motion by:

Seconded by:

Roll Call: Yeas: \_\_\_\_\_ Noes: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Brian Willison, Town Chairman

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kim Grob, Town Clerk

\_\_\_\_\_  
Date

# TOWN OF BRISTOL

## Cover Sheet for Agenda Packet Section

### V. Business

#### d.

1 **DRAFT – FOR DISCUSSION PURPOSES ONLY**

2  
3  
4 **Ordinance Amendment Related to Rural Based Businesses and Rural Residences**

5  
6 **Article One.** Section 1.0321 of the Town of \_\_\_\_\_ Zoning Ordinance is hereby  
7 amended as follows:  
8

9 **1.0321 Rural-Based Business District (RBB).** The rural based business zoning district  
10 provides for small-scale business operations which are associated with rural areas, such as small  
11 contractors, small school bus operations, and home-based occupations. ~~It is intended that rural-~~  
12 ~~based business operations will relocate to commercial zones within a reasonable time after the~~  
13 ~~businesses exceed the defined scale of this district.~~ The District shall be an Overlay District as  
14 that term is used in sec. 1.058 of this Ordinance. All Overlay Zoning amendments shall require the  
15 Overlay uses to conform to the weight limits of the road on which the uses are located. Rural-  
16 Based Business zoning is prohibited on lots within platted residential subdivisions.  
17

18 **Article Two.** Section 1.058 of the Town of \_\_\_\_\_ zoning ordinance is created to read:  
19

20 1.058 Overlay Zoning Districts. (1) An “Overlay District” is any of several additional  
21 districts established by the zoning regulations that may be more or less restrictive than the primary  
22 zoning district.

23 (2) Where a property is located within an Overlay District, it is subject to the provisions of  
24 the primary zoning district and the Overlay District. Where the provisions are in conflict, the  
25 Overlay District governs.

26 (3) Overlay Districts are established to preserve and protect the natural environment, to  
27 encourage high quality design, to address the development of uses with unique impacts, and to  
28 protect the public health, safety and welfare by preserving areas for future use and development.

29 (4) An Overlay District is permitted in any area of the Town where the Town Board finds  
30 the proposed use in the Overlay District is consistent with the policies of the Comprehensive Plan.

31 (5) An Overlay District shall apply to an entire parcel except:

32 (a) where the District zones a zoning parcel described in sec. 1.0101(8), or,

33 (b) where the particular overlay use should be confined to an area defined in a plat of survey.

34 (6) Creation of an overlay district does not create a separate parcel.

35 (7) An overlay zone shall lapse if the overlay zone use is discontinued for 12 months.

36 (8) The zoning amendment applying an overlay zone to a parcel may include conditions  
which include, but are not limited to the maximum area of buildings; number and types of  
vehicles or equipment; number of people working in a business; road access for the overlay;  
screening of the overlay from adjoining properties; criteria defining when the business needs to be  
relocated to a commercial or industrial parcel.

34 **Article Three.** Section 1.071 (18) [Graphic] is amended as follows:  
35



37           **Article Four.** Section 1.0101 (8) of the Town of \_\_\_\_\_ Zoning Ordinance is created  
38 to read:

39           (8) Zoning Parcels Mapped Under Legacy Zoning. (a) The Town finds that, prior to the  
40 effective date of this Ordinance, Dane County adopted zoning amendments to various parcels in  
41 the unincorporated portions of Dane County which created “zoning parcels.” A “zoning parcel”  
42 is an area, defined or undefined, allowing a zoning use on a parcel which has another zoning  
43 district mapped to that parcel. The effect of the zoning parcel has been that a single parcel has  
44 two zoning districts. The Town finds that the zoning parcels are a source of confusion and  
45 uncertainty which should be addressed in the process of updating the Town’s zoning regulations.

46           (b) The Town may, in transitioning the Town zoning map from the Legacy Zoning to this  
47 Ordinance, address an existing zoning parcel by adopting an Overlay Zoning classification which  
48 defines the uses and location of the zoning parcel which shall be permitted on the parcel. The  
49 Overlay Zoning may vary from the permitted or conditional uses allowed under the zoning  
50 parcel.

51           (c) On or after December 31, 2029, all zoning parcels which have not been converted to  
52 Overlay Districts shall be rescinded.

53           (d) After the effective date of this subsection [Insert date], no land use permits or other  
54 development approvals may be granted for uses which are authorized by a zoning parcel. The  
55 owner of land with a zoning parcel may apply for an Overlay Zoning for their parcel, which  
56 request shall be granted to the extent necessary to permit establishment of a use previously  
57 authorized by the Legacy Zoning.

58           (e) Any use which was established pursuant to a valid zoning or land use permit issued  
59 prior to the effective date of this subsection [Insert date] shall be a valid non-conforming use.

## TOWN OF BRISTOL

### Cover Sheet for Agenda Packet Section

#### V. Business

##### e.

1.057 (1) (b) Size. PUD's must be at least five acres in size if the parcel is to be used for a traditional planned unit development. A parcel of two to five acres may be zoned for planned unit development as a "Small PUD" to allow for mixed use development of a parcel.

1.057 (3) (g) Small PUDs. If a parcel of two to five acres is proposed for Planned Unit Development zoning to facilitate mixed use development, the requirement of a general development plan shall be waived. In lieu of a general development plan, a small PUD shall be consistent with the Town Comprehensive Plan.

1.057 (4)(f) If a parcel of land of two to five acres in area is proposed as a Small PUD, the requirements in this section for submission of a plat are waived.