

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590

NOTICE OF PUBLIC HEARING REGARDING PROPOSED

PLEASE TAKE NOTICE that a public hearing will be held on Monday, **October 19, 2026, at 6:00 p.m.**, at the Town of Bristol Town Hall, 7747 County Road N, Sun Prairie, WI 53590, at a joint meeting of the Town of Bristol Town Board and Town Plan Commission, regarding purposed items below.

- *Discuss/Consider Creation of 2.5224-acre Parcel by CSM and Rezone from AG to SFR from Parcel #0911-291-8022-0, corner of Happy Valley Road and County Hwy N*

Jt. Plan Commission and Town Board Meeting

The Bristol Town Board and Planning Commission will hold a Joint meeting on Monday, **October 19, 2026, immediately following the Public Hearing**, 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: September 28, 2026, Meeting
 - d. Approval of Check Register & Treasurer's Report for September 2026
- II. Public Comment – Items Not on The Agenda
- III. Parks Committee Report
- IV. Business for Planning Commission & Town Board
 - a. Discuss/Consider Appointing Daniel Everson to the Chair of the Planning Commission
 - b. Discuss/Consider Approval of Contracting with Municipal Code Enforcement LLC
 - c. Discuss/Consider Creation of 2.5224-acre Parcel by CSM and Rezone from AG to SFR from Parcel #0911-291-8022-0, Corner of Happy Valley Road and County Hwy N
- V. Set Future Meetings and Agendas
- VI. Adjourn

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

Kim Grob, Town Clerk-Treasurer,
Certified Posting: 10-15-2026 Town Hall and website.

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
Jt. Planning-Town Board Meeting
September 28, 2026, at 6:00pm

ORDER OF BUSINESS

a. CALL TO ORDER

The meeting was called to order at 6:00pm by Chairman Willison. Board Members Present – Willison, Grove and Kvalo. Planning was called to order by Dan Everson. Planning: Scott Manke, Travis Larson, Daniel Everson, and Chuck Kvalo. Sign-in sheet on file in the Clerk's office.

b. PLEDGE OF ALLEGIANCE – RECITED

c. APPROVAL OF MINUTES: AUGUST 17 & 26, 2026, MEETINGS

Motioned by Kvalo and seconded by Grove to approve August 17 & 26, 2026, minutes as written. All aye's, motion carried.

d. APPROVAL OF CHECK REGISTER AND TREASURER'S REPORT FOR AUGUST 2026

Motioned by Kvalo and seconded by Grove to approve August 2026 check register. All aye's, motion carried.
Motioned by Kvalo and seconded by Grove to approve August 2026 treasurer's report. All aye's, motion carried.

PUBLIC COMMENT

Lynn Wendler requested the town to have the adjoining property owner to the south cut their weeds along the fence line.

PARKS COMMITTEE REPORT

Ben Grove reported that the committee met in September and worked on a new tree grant which would request 30 trees in four different parks. Baseball field maintenance at Lyman's field was discussed with a family stepping up to help with the field.

BUSINESS FOR PLANNING COMMISSION & TOWN BOARD

a. DISCUSS/CONSIDER PRELIMINARY/FINAL PLAT FOR THE CREATION OF PORTER HOLLOW SUBDIVISION AT 3126 HAPPY VALLEY ROAD, PARCELS #0911-193-9020-0 AND #0911-193-8501-0

Town Engineer Joe DeYoung of MSA reviewed his findings on the project. The potential increased traffic volume and extension of Angelica Trail to the north was evaluated following the WisDOT's TIA guidelines; MSA does not recommend requiring the developer to complete any TIA study, feeling it would not result in a change with the intersection design. The plans currently have a west bound taper lane entering the Porter Hollow subdivision. Throughout discussions it was agreed by the developer to have roads constructed at 12" aggregate base and 4" asphalt. Discussion occurred on having the full road of Angelica Trail in the Town of Bristol. There is one stormwater plan covering both areas in Bristol and Windsor and will be overseen by Dane County Land & Water.

Plan: Motioned by Manke and seconded by Larson to approve a zoning change from A-1 to SFR for parcels #0911-193-9002-0 and #0911-193-8501-0 totaling 50.994 acres and conditional approval of plat based on the conditions listed. All ayes, motion carried. Board: Motioned by Kvalo and seconded by Grove to approve a zoning change from A-1 to SFR for parcel #0911-193-9002-0 and #0911-193-8501-0 totaling 50.994 acres and conditional approval of plat based on the condition listed. All ayes, motion carried.

TOWN OF BRISTOL
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Conditional Approval Items:

- Completion of Wetland delineation
- Obtaining DNR permit
- Land & Water Management Approval
- Developer Agreement approval by town
- Creation of HOA
- Documented how the HOA is responsible for continued stormwater management and compliance with Land & Water Management requirements
- HOA needs to include that the town maintains no oversight, enforcement or operational responsibility of the HOA
- HOA needs to include that it should exist in perpetuity and cannot dissolve without the town boards approval
- Vision clearance of 30 ft north and south on Lot 1
- No driveways on Happy Valley Road, Lots 1-5
- Road to be built at 4" asphalt and 12" of base.
- Town's engineers to review/approve
- Town's attorney reviewing developer agreement
- Agreement between developer and town on offsetting costs for Angelica Trail
- MSA items in their September 24 memo to be addressed/resolved
- GEC review report from August 17 listing zoning change items to be addressed/resolved

b. DISCUSS/CONSIDER CREATION OF A 5.0974 ACRE PARCEL BY CSM AND REZONE FROM A-1 TO AG FROM PARCEL #0911-152-8001-0, MULLER ROAD

This item is returning from the August 17, 2026 meeting with increasing acreage to 5.0974 so it qualifies to be AG zoning. Plan: Motioned by Manke and seconded by Larson to approve the CSM creating a 5.974-acre parcel and zoning change from A-1 to AG from parcel #0911-152-8001-0, Muller Road. All ayes, motion carried. Board: Motioned by Grove and seconded by Kvalo to approve the CSM creating a 5.0974-acre parcel and zoning change from A-1 to AG from parcel #0911-152-8001-0, Muller Road. All ayes, motion carried.

BUSINESS FOR TOWN BOARD

a. DISCUSS/CONSIDER APPROVAL FOR PURCHASE OF MAINTENANCE SUPPLIES FOR THE LYMAN BASEBALL DIAMOND FOR THE AMOUNT OF \$2,000

Grove explained the money would be used for infield mix material, outfield fence topper, landscape rake and a drag for the Lyman ball field. Motioned by Kvalo and seconded by Grove to approve the request for the supplies listed for maintenance at the Lyman ball field, not to exceed \$2,000. All aye's, motion carried.

b. DISCUSS/CONSIDER MINIMUM REFUND RESOLUTION

TOWN OF BRISTOL
7747 County Road N, Sun Prairie WI 53590
Jt. Planning-Town Board Meeting
September 28, 2026, at 6:00pm

Resolution was presented by the Clerk explaining that tracking and issuing refund checks of \$10 and less is not cost-effective as most go uncashed. Motioned by Grove and seconded by Kvalo to approve Resolution 2026-04 TO LIMIT THE REFUND AMOUNT OF OVERPAYMENTS with the addition of a 90-day limit for requesting a refund at \$10 and under. All aye's, motion carried.

c. DISCUSS/CONSIDER 2026 FALL BURN DATES

Motioned by Grove and seconded by Kvalo to approve the fall burn dates for subdivisions starting October 8 and going through November 22, following every other weekend. Dates will be listed on the town hall posting board and website. All aye's, motion carried.

BOARD SUPERVISOR BIEEFING ON DANE CO. TOWNS ASSOC. MEETING & DANECOM

SET FUTURE MEETINGS AND AGENDAS

October 15, 2026 at 9:00am - Budget
October 19, 2026 – Jt. Planning – Board Meeting
November 16, 2026 – Board Meeting

ADJOURN

Planning: Motioned by Manke and seconded by Larson to adjourn at 8:43pm. All aye's, motion carried.
Board: Motioned by Kvalo and seconded by Grove to adjourn at 8:43pm. All aye's, Motion carried.

Submitted by Kim Grob, Clerk-Treasurer

10/15/26

The Town of Bristol
Account QuickReport
As of September 30, 2026

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/02/2026	DEBIT	Wisconsin DNR-Environmental Fees	2026 Stormwater Municipal Permit	-500.00
Check	09/02/2026	DEBIT	Upnet Wisconsin	Internet Services	-89.99
Liability Check	09/09/2026	E-pay	United States Treasury	39-6005805 QB Tracking # -576560474	-1,478.36
Liability Check	09/10/2026		QuickBooks Payroll Service	Created by Payroll Service on 09/09/2026	-5,796.98
Liability Check	09/11/2026	DEBIT	North Shore Bank	010-7001187	-100.00
Bill Pmt -Check	09/14/2026	30843	Alliant Energy/WPL	Twn Hall, Recycle Cntr, Egge Pk, St. Lights, Ice Rink	-1,398.82
Bill Pmt -Check	09/14/2026	30844	Associated Appraisal Consultants, Inc.	September Services	-1,434.60
Bill Pmt -Check	09/14/2026	30845	Axley Brynson, LLP	Inv. #1073414 - General Matters	-1,553.78
Bill Pmt -Check	09/14/2026	30846	Bucky's Portable Restrooms Inc	Sept. Restroom Svcs-Bristol Gardens&Recycle	-488.75
Bill Pmt -Check	09/14/2026	30847	General Engineering Company	Aug Bldg, Land Use July	-4,256.73
Bill Pmt -Check	09/14/2026	30848	Horstman Networks	Inv. #2055961 -Sept. Monthly IT/Email Svcs	-140.00
Bill Pmt -Check	09/14/2026	30849	MG&E	Aug2026 Stmt	-23.25
Bill Pmt -Check	09/14/2026	30850	MSA Professional Services Inc	Inv. #032699 -Porter Hollow Development Review	-5,837.50
Bill Pmt -Check	09/14/2026	30851	Pellitteri Waste Systems	Inv. #7232525 - Sept. Recycle & Aug. Trash Svcs	-4,292.24
Bill Pmt -Check	09/14/2026	30852	Rhyme Business Products	Sept.2026 Maint. Charge & Qtr 3 Overage	-85.79
Bill Pmt -Check	09/14/2026	30853	Sun Prairie Lawn Care LLC	Inv. #19652 - Aug Svcs	-3,480.00
Bill Pmt -Check	09/14/2026	30854	Sundance BioClean Inc.	Inv. #3350 - August Janitorial Svcs	-342.00
Bill Pmt -Check	09/14/2026	30855	Terminator Pest Control, LLC	September Svcs	-55.00
Bill Pmt -Check	09/14/2026	30856	Tri County Paving	2" Hot Mix Asphalt - Brooks Ridge Subdivision	-259,055.87
Bill Pmt -Check	09/14/2026	30857	Weld Riley S.C.	Aug. 2026 Svcs	-311.34
Liability Check	09/23/2026	E-pay	United States Treasury	39-6005805 QB Tracking # 78980526	-1,131.44
Liability Check	09/24/2026		QuickBooks Payroll Service	Created by Payroll Service on 09/23/2026	-4,228.29
Check	09/24/2026	DEBIT	QuickBooks Payroll Service	Direct Deposit Transfer Charge	-25.32
Check	09/24/2026	DEBIT	NUSO LLC	Phone Storage	-148.74
Liability Check	09/24/2026	DEBIT	WRS	Muni Pd Health Ins., Pre-Tax Health Ins.	-4,973.16
Liability Check	09/25/2026	E-pay	Wisconsin Department of Revenue	39-6005805 QB Tracking # 79076526	-461.64
Liability Check	09/25/2026	DEBIT	North Shore Bank	010-7001187	-100.00
Bill Pmt -Check	09/28/2026	30858	Bucky's Portable Restrooms Inc	Aug. Restroom Svcs-Bristol Gardens&Recycle	-488.75
Bill Pmt -Check	09/28/2026	30859	Rhyme Business Products	Oct.2026 Maint. Charge	-24.00
Bill Pmt -Check	09/28/2026	30860	Stranders Sanitary Service LLC	Svcs - Town Hall Septic & Holding Tank	-590.00
Bill Pmt -Check	09/28/2026	30861	Visa - Elan Financial Services	Microsoft Lic Renew, fuel, machine maint.	-248.55
Total 100 - General Fund					<u>-303,140.89</u>

Town of Bristol
Treasurer's Report
September 2026

General Fund

Beginning Balance 9/01/2026				\$20,823.40
Deposits	\$	15,577.90		
Transfer from ICS Account	\$	400,000.00		
Withdrawals			\$ 315,290.05	
Transfer to ICS Account			\$ 100,000.00	
Ending Balance 9/30/2026				<u>\$21,111.25</u>

Money Market

Beginning Balance 9/01/2026				\$2,179.06
Interest	\$	0.11		
Ending Balance 9/30/2026				<u>\$2,179.17</u>

ICS Account

Beginning Balance 9/01/2026				\$91,635.04
Interest	\$	420.67		
Transfer from Checking Account	\$	100,000.00		
Ending Balance 9/30/2026				<u>\$192,055.71</u>

LGIP Fund

General

Beginning Balance 9/01/2026				\$569,140.32
2025 Tax Year Specials	\$	575.91		
Interest	\$	1,157.30		
Transfer to Checking Account			\$ 400,000.00	
Ending Balance 9/30/2026				<u>\$170,873.53</u>

Parks

Beginning Balance 9/01/2026				\$94,234.54
Interest Earned	\$	295.01		
Ending Balance 9/30/2026				<u>\$94,529.55</u>

Equipment

Beginning Balance 9/01/2026				\$5.35
Interest Earned	\$	0.02		
Ending Balance 9/30/2026				<u>\$5.37</u>

Total Funds As September 30, 2026 \$480,754.58

Parks Fund - LGIP **-\$94,529.55**

Uncleared Checks **-\$138,624.42**

Total Funds \$247,600.61

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.

**CODE ENFORCEMENT SERVICES CONTRACT BETWEEN
THE TOWN OF BRISTOL AND MUNICIPAL CODE ENFORCEMENT, LLC**

THIS AGREEMENT is between the **Town of Bristol, 7747 County Road N, Sun Prairie, WI 53590** (hereinafter "**Town**") and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter "**MCE**") as of this **1st** day of **August, 2026**.

RECITALS:

WHEREAS, the Town requires code enforcement services; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of citations, administration of landlord licensing and vacant building programs, and other miscellaneous code enforcement activities; and

WHEREAS, the Town and MCE desire to contract with each other for such code enforcement services as set forth herein, to be provided by MCE to the Town; and

WHEREAS, the Town agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

1.) SCOPE OF SERVICES – MCE agrees to provide the Town with the following code enforcement services:

- **Violation Monitoring**
 - Property Maintenance
 - Unsightly Debris
 - Weeds, Grass, Trees, or Other Vegetation
 - Junked, Unlicensed, or Abandoned Vehicles/Boats
 - Snow Removal
 - When a violation is present pertaining to any of the items above, orders will be sent to the property owner with details of the violation and a deadline to come into compliance. After the compliance deadline has passed, a re-inspection of the property will take place to determine the status of the violation and further action will be taken, as necessary, which may include any of the following:
 - Direct communications with property owners
 - Phone call or email
 - Final notice

- Granting of extensions if warranted based on the judgment of MCE after consultation with the Town
 - Issuing municipal citations through the Town police department
 - Nuisance abatement pursuant to Town Code
 - Costs billed to property owner, according to fee schedule set forth in the Bristol Municipal Code (hereinafter "Code") as updated from time to time with guidance of MCE, possibly resulting in possible special charges against property owner.
- **Municipal Programs:**
 - Vacant Building Program
 - Landlord Licensing Rental Inspection Program
 - Short-Term Rental Inspection Licensing Program
 - Tree Removal Permitting Program
 - Liquor Licensing Program
 - Restaurant Grease Trap Compliance Program
- **Additional Tasks:**
 - Building Condemnation
 - Court Attendance and Evidence Preparation
 - Review and Recommendations for Improvement to Municipal Code of Ordinances
 - Collaboration with Building Inspector
 - Continuous Improvement of Municipal Codes and Ordinances
 - Other Issues/Complaints/Nuisances
 - Landlord/Tenant/Neighbor Dispute Mediation
 - Safety Hazard Elimination

2.) DUTIES – MCE shall perform the code enforcement services set out in the Scope of Services above for the Town. MCE's jurisdiction shall be concurrent with the Town's boundaries including extraterritorial boundaries. Within said jurisdiction, and in the performance of those duties, MCE shall have the full lawful authority and responsibility to enforce the Code and issue citations, specific Chapters and Sections of the Code, including ordinances for which a statutory counterpart exists. MCE's agents and employees shall not have the authority to make arrests for violations of the Code. It is specifically the intent of the parties that MCE is not a law enforcement officer within the meaning of Wis. Stat. § 165.85(2)(c). MCE shall cooperate with the Town's Police Department in investigating and issuing citations and other pursuing other enforcement activity as needed by the Town's Police Department to complete matters originating with MCE's investigative and Code enforcement duties.

3.) HOURS AND COMPENSATION – Unless otherwise agreed upon by both parties, MCE shall provide no more than **14 hours per week** in code enforcement services and

shall be compensated at the rate of **\$59.00 per hour**. MCE shall send the Town an invoice every month detailing the number of hours provided and the amount owed. If an automatic renewal of this contract is enacted, as detailed below, this hourly rate shall increase by 3%, rounded to the nearest dollar, for each year that the automatic renewal takes place.

4.) TERMS OF CONTRACT – This contract shall begin **August 1, 2026** and end on **December 31, 2026**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

5.) DOCUMENTS AND OPEN RECORDS REQUESTS – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the Town and shall be turned over to the Town upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the Town of Bristol within five (5) business days of written request to MCE.

6.) MONTHLY REPORT – MCE shall provide the Town Administrator with a monthly report containing a summary of its work on Town matters for each month of the Contract term for the prior month's work. The report shall be delivered to the Town Administrator by the tenth (10th) day of each month.

7.) TERMINATION WITHOUT CAUSE – Notwithstanding the contract term specified in this contract, both the Town and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party.

8.) TERMINATION WITH CAUSE – Notwithstanding the contract term specified in this contract, the Town of Bristol shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the Town decides to terminate the contract for failure to perform satisfactorily, the Town shall provide MCE at least thirty (30) days' written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the Town.

9.) ASSIGNMENT – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the Town.

10.) INSURANCE – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the Town Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- Automobile Liability Insurance
- The Town of Bristol shall be named as an additional insured on MCE's insurance policies, on a primary and non-contributory basis, with subrogation rights against the Town waived.

11.) INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the Town of Bristol and shall not be entitled to any benefits enjoyed by employees of the Town. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the Town while acting within the scope of the services performed under this contract.

12.) INDEMNIFICATION – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the Town, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the Town, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have no obligations under this section to the extent that any Claim arises as a result of MCE's compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the Town and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

13.) APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

14.) SEVERABILITY – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the

extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

15.) ENTIRE AGREEMENT – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC Date

NAME, TITLE Date

ATTEST:

NAME, TITLE Date

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

c.

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
www.generalengineering.net

ZONING ADMINISTRATOR REVIEW REPORT

TO: Town of Bristol Plan Commission, Town Board, Town Clerk/Treasurer
FROM: Mitchell Bortz, Town of Bristol Assistant Zoning Administrator
DATE: (for) October 19, 2026: Plan Commission/Town Board Meeting
SUBJECT: Zoning Change/ Preliminary CSM Review for Vollmert/ Mikula
Tax Parcel 0911-291-8022-0
GEC NO.: 3-13012-008

Background Information

Owner/Applicant: Vollmert Rev Living Tr, Janice M – Owner/ Chase Mikula – Applicant
6844 County Road N
Sun Prairie, WI 53590

Surveyor Birrenkott Surveying, Inc.
PO Box 237, 1677 N. Bristol St.
Sun Prairie, WI 53590

Location: 6844 County Road N
In part of the NE ¼ of the NE ¼ of Section 29, all in T9N, R11E, Town of Bristol,
Dane County, WI.

Request: Zoning Change / Preliminary CSM Approval

Existing Zoning:

Tax Parcel 0911-291-8022-0	AG	24.00 Acres
Total		24.00 Acres

Existing Land Use: Tax parcel 0911-291-8022-0 has a residential home along with several farm buildings located on the property. A driveway with access along County Road N. Most of the property is open agricultural fields. There are some DNR wetland indicators on the property. There does not appear to be any steep slopes associated with the parcel.

Adjacent Land Uses: North: Happy Valley Road
West: County Road N
East: Agricultural
South: Cemetery/ Agricultural

Proposal

Zoning Change:

Proposed CSM Lot 1	SFR	2.5224 Acres
Remnant Parcel	Remain AG	21.4776 Acres
Total		24.00 Acres

Applicant submitted information for a zoning change of the Tax Parcel 0911-291-8022-0 from zoning AG Agriculture District to SFR Single Family Residential in the newer Town Zoning Ordinance. The intention of this zoning change and CSM is to create a new lot for a future home. A recorded CSM will follow the rezone to solidify the boundary of the rezoned areas.

Portage • Black River Falls • La Crosse



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



Submittals/Attachments

1. Zoning Change Application, received October 5, 2026.
2. Jurisdictional Review Form, received October 5, 2026.
3. Preliminary CSM from Birrenkott Surveying, Inc., October 5, 2026.

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

Comprehensive Plan

The planned future land use for this area is possible commercial & industrial. This parcel is directly adjacent to the future residential area in the Town's Comprehensive Plan. I'll always defer to the Town on the history of a property meeting the density requirements in the Town's Comprehensive Plan. There appears to be extraterritorial review authority by the City of Sun Prairie for this property.

Town Ordinances

1. **General**
No information was submitted for the future residence for proposed CSM Lot 1. When applying for the land use permit, required setbacks will need to be verified. Any applicable Dane County Permit(s), will need to be approved prior to the issuance of a land use permit. The remnant parcel will remain AG Agricultural in the newer Town Zoning Ordinance.
2. **Preliminary CSM**
The provided preliminary CSM appears correct and meets the Town Land Division Ordinance.
3. **Well & Septic**
Prior to issuance of a land use permit for CSM Lot 1, the applicant will need approval of a septic system from Dane County Public Health.
4. **Driveway Access**
5. Driveway access permit from the Town for CSM Lot 1 is needed for access to Happy Valley Road.
6. **Deed Restriction**
GEC recommends the Town's Attorney review the proposed deed restriction to parcel number 0911-291-9500-5 prior to approving the proposed land division and zoning change of the new Single Family Residential parcel.

Recommendation

GEC recommends that the Plan Commission conditionally approve the proposed zoning change of the proposed lot on Tax Parcel 0911-291-8022-0 from zoning AG Agriculture District to SFR Single Family Residential in the newer Town Zoning Ordinance, contingent on the following:

1. Town Board discuss any concerns with above comments.
2. Any comments or conditions from the Town's Attorney shall be addressed concerning the deed restriction document.
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

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>Janice Vollmert James Reinen</i>	CONTACT NAME <i>Chase Mikula</i>
BUSINESS NAME or CO-OWNER'S NAME (if applicable)	BUSINESS NAME (if applicable)
MAILING ADDRESS <i>6841 Cty Hwy N</i>	MAILING ADDRESS <i>303 Oak St</i>
CITY, STATE, ZIP <i>Sun Prairie WI 53590</i>	CITY, STATE, ZIP <i>Sun Prairie WI 53590</i>
DAYTIME PHONE #	DAYTIME PHONE #
EMAIL	EMAIL

LAND INFORMATION	
Town: <i>Bristol</i>	Parcel Numbers Affected: <i>911/291/80220</i>
Section: <i>29-9-11</i>	Property Address or Location: <i>6841 Cty Hwy N</i>
Zoning District Change (To / From / # of acres) <i>Ag SFR 2.5 acres</i>	
Soils classification of area (percentages) Class I Soils: _____ % Class II Soils: _____ % Other: _____ %	
Narrative: (reason for change, intended land use, size of farm, time schedule)	
☐ Separation of buildings from farmland	☐ Creation of a residential lot
☐ Compliance for existing structures and/or land uses	☐ Other
I authorize that I am the owner or have permission to act on behalf of the owner of the property.	
<i>Chas Mikula James A Reinen Janice M. Vollmert</i> Date: <i>10-4-26</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: Chase Mikula Email: _____

Address: 303 Oak St City/State/Zip: San Prairie WI 53590 Phone: _____

Parcel ID Number(s): 91129180220

CSM or Plat Information, if any: _____

Proposed activity on the property: Residential Lot

Is the property enrolled in CRP or any other farm programs? ☒ No ☐ Yes

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/lwrviewer/> 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: 10/1/2026 By: Chase Mikula James M. Vallner

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.

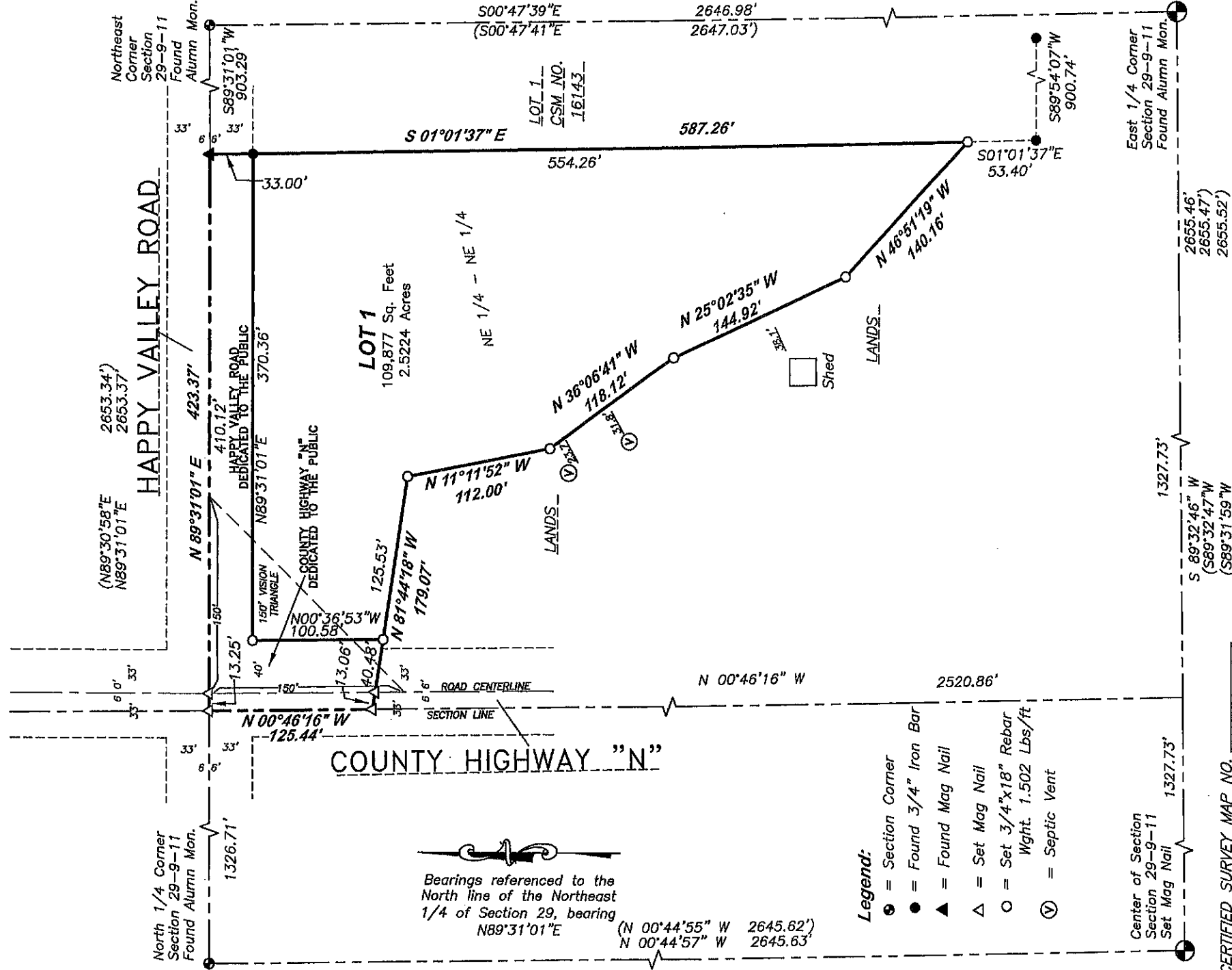
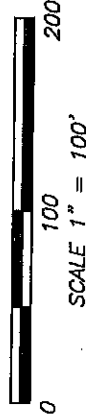
Dated: _____ By: _____

**BIRRENKOTT
SURVEYING**

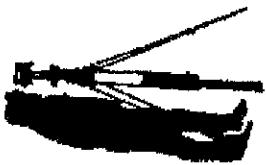
P.O. Box 237
1677 N. Bristol Street
Sun Prairie, WI. 53590
Phone (608) 837-7463
Fax (608) 837-1081

CERTIFIED SURVEY MAP

Part of the Northeast ¼ of the Northeast ¼ of Section
29, T9N, R11E, Town of Bristol, Dane County,
Wisconsin.



CERTIFIED SURVEY MAP NO. _____
VOLUME _____ PAGE _____
DOCUMENT NO. _____



CERTIFIED SURVEY MAP

Dated: September 23, 2026

Birrenkott

Surveying

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

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 Northeast ¼ of the Northeast ¼ of Section 29, T9N, R11E, Town of Bristol, Dane County, Wisconsin more fully described as follows:

Commencing at the Northeast corner of Section 29, thence S89°31'01"W, 903.29 feet along the North line of the Northeast ¼ of Section 29 and the centerline of Happy Valley Road to the point of beginning; thence S01°01'37"E, 33.00 feet to the South right-of-way of Happy Valley Road and the Northwest corner of Lot 1, Certified Survey Map No. 16143; thence continuing S01°01'37"E, 554.26 feet along the West line of said Lot 1; thence N46°51'19"W, 140.16 feet; thence N25°02'35"W, 144.92 feet; thence N36°06'41"W, 118.12 feet; thence N11°11'52"W, 112.00 feet; thence N81°44'18"W, 179.07 feet to the West line of the Northeast ¼ of the Northeast ¼; thence N00°46'16"W, 125.44 feet along said West line and to the Northwest corner of the Northeast ¼ of the Northeast ¼; thence N89°31'01"E, 423.37 feet along the North line of the Northeast ¼ and centerline of Happy Valley Road to the point of beginning. Containing 109,877 square feet or 2.5224 acres.

Town of Bristol Approval Certificate:

This Certified Survey Map and road dedication is hereby acknowledged, accepted and approved for recording by the Town Board of the Town of Bristol, Dane County.

Kimberly Grob, Clerk-Treasurer _____ Dated _____
Town of Bristol

City of Sun Prairie Approval Certificate

This Certified Survey Map, is hereby approved for recording by the City Planning Director.

Joshua Clements, Planning Director _____ Dated _____
City of Sun Prairie

Printed name _____

Surveyed For:
Chase Mikula
303 Oak Street
Sun Prairie, WI 53590

Surveyed: TAS
Drawn: BTS
Checked: CKC
Approved: CKC
Field book: 408/12
Tape/File: J:\2022\Carlson

Sheet 2 of 3

Office Map No.: 260544

Register of Deeds Certificate:

Received for recording this _____ day of _____, 2026

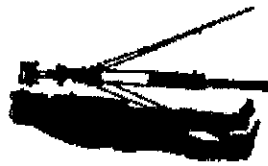
at _____ o'clock _____ m and recorded in Volume _____ of Certified Survey

Maps of Dane County on Pages _____.

Document No. _____

Kristi Chlebowski, Register of Deeds

Certified Survey Map No. _____, Volume _____, Page _____



CERTIFIED SURVEY MAP

Dated: September 23, 2026

Birrenkott Surveying

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

Owners Certificate:

As owner, Janice M. Vollmert Revocable Living Trust, It hereby certifies that it has caused the lands described on this Certified Survey Map to be surveyed, dedicated, divided, and mapped as represented on this Certified Survey Map. It also certifies that this Certified Survey Map is required to be submitted to the Town of Bristol for approval.

Janice M. Vollmert Revocable Living Trust

Janice M. Vollmert, Trustee

State of Wisconsin)

Dane County) ss Personally came before me this _____ day of _____, 2026,
the above-named Janice M. Vollmert, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires

Printed name

Owners Certificate:

As owner, James A. & Elizabeth J. Reinen Revocable Living Trust,
It hereby certifies that it has caused the lands described on this Certified Survey Map to be surveyed, dedicated, divided, and mapped as represented on this Certified Survey Map. It also certifies that this Certified Survey Map is required to be submitted to the Town of Bristol for approval.

James A. & Elizabeth J. Reinen Revocable Living Trust

James A. Reinen, Trustee

State of Wisconsin)

Dane County) ss Personally came before me this _____ day of _____, 2026,
the above-named James A. Reinen, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires

Printed name

Surveyed For:

Chase Mikula
303 Oak Street
Sun Prairie, WI 53590

Surveyed: TAS
Drawn: BTS
Checked: CKC
Approved: CKC
Field book: 408/12
Tape/File: J:\2022\Carlson

Sheet 3 of 3

Office Map No.: 260544

Notes:

Utilities 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.
Wetlands, if present, have not been delineated.
This survey is subject to any and all easements and agreements both recorded and unrecorded.
This survey shows above-ground improvements only. No guarantee is made for below-ground structures.

Document No. _____

Certified Survey Map No. _____, Volume _____, Page _____