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 and the City of Sun Prairie, regarding purposed item below.

- *The Town of Bristol and City of Sun Prairie intend to enter into and agree to be bound by a Cooperative Plan, pursuant to their authority under Wis. Stat. §66.0307, for the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the Plan, consistent with the comprehensive plan of each municipality.*

Town Board Meeting

The Bristol Town Board will hold a meeting on Monday, **November *16, 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: October 19, 2026, Meeting
   d. Approval of Check Register & Treasurer's Report for October 2026

II. Public Comment – Items Not on The Agenda

III. Parks Committee Report

IV. Business for Town Board
   a. Discuss/Consider Approval for Town of Vienna to Join the Northeast Community Court
   b. Discuss/Consider Refund of Overpayment to Karen Kvalo for Park Improvement Fee Paid in 2021
   c. Discuss/Consider Approving Renewal Contract for Assessment Services by Associated Appraisal Consultants

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: 11-12-2026 Town Hall and website.

TOWN OF BRISTOL

7747 County Road N, Sun Prairie WI 53590

Public Hearing

October 19, 2026, at 6:00pm

The Public Hearing was opened at 6:00 p.m. by Chairperson Willison.

Attendees: Planning Commission Present: Daniel Everson, Travis Larson, Al Rogers, Scott Manke and Chuck Kvalo.
Board Members Present – Brian Willison, Ben Grove and Chuck Kvalo.
Sign-in sheet on file in the Clerk's office.

- *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.*

No public comment was given.

ADJOURN

The Public Hearing was adjourned at 6:08pm.

Submitted by Kim Grob, Clerk-Treasurer

TOWN OF BRISTOL

7747 County Road N, Sun Prairie WI 53590

Jt. Planning-Town Board Meeting

October 19, 2026

Immediately Following Public Hearing

ORDER OF BUSINESS

a. **CALL TO ORDER**

The meeting was called to order at 6:08pm by Chairman Willison. Board Members Present – Willison, Grove and Kvalo. Planning: Daniel Everson, Travis Larson, Al Rogers, Scott Manke and Chuck Kvalo. Sign-in sheet on file in the Clerk's office.

b. **PLEDGE OF ALLEGIANCE – RECITED**

c. **APPROVAL OF MINUTES: SEPTEMBER 28, 2026, MEETING**

Planning: Motioned by Larson and seconded by Manke to approve September 28, 2026, with addition to section IV, a., Conditional Approval Item – "All out buildings must be demolished, and home trailer must be removed from the property before the Plat is signed by the town and recorded at the Register of Deeds" and summarization added to section VI. 3- aye's, 0-nay's, abstained by Rogers. Motion carried. Board: Motioned by Kvalo and seconded by grove to approve September 28, 2026, with addition to section IV, a., Conditional Approval Item – "All out buildings must be demolished, and home trailer must be removed from the property before the Plat is signed by the town and recorded at the Register of Deeds" and summarization added to section VI. All aye's, motion carried.

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

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

PUBLIC COMMENT

Rep. District 48 Andrew Hysell introduced.

PARKS COMMITTEE REPORT

Manke reported the tree grant has been submitted.

BUSINESS FOR PLANNING COMMISSION & TOWN BOARD

a. **DISCUSS/CONSIDER APPOINTING DANIEL EVERSON TO THE CHAIR OF THE PLANNING COMMISSION**

Steve Schwartzer stepped down from the Planning Commission Chair and requested to be a regular Planning Commission member. Chairman Willison recommended appointing Daniel Everson to the Chair position and keeping Steve Schwartzer as a regular Planning Commission member. Board: Motioned by Grove and seconded by Kvalo to approve the appointing of Daniel Everson to the Planning Commission Chair. All aye's, motion carried.

b. **DISCUSS/CONSIDER APPROVAL OF CONTRACTING WITH MUNICIPAL CODE ENFORCEMENT LLC**

Allison Schwark from Municipal Code Enforcement, LLC explained that her company provides enforcement and administers municipal codes services for municipalities. Motioned by Kvalo and

seconded by Grove to approve entering into a contract with Municipal Code Enforcement, LLC effective November 1, 2026 through December 31, 2027.

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

Chase Mikula is petitioning to create a 2.5224-acre parcel from #0911-291-8022-0 at the corner of Happy Valley Rd and County Hwy N with the intention to create a future home. Plan: Motioned by Larson and seconded by Rogers to approve the creation of 2.5224-acre parcel by CSM and rezone from AG to SFR from parcel #0911-291-8022-0 with the following conditions included. All aye's, motion carried. Board: Motioned by Grove and seconded by Kvalo to approve the creation of 2.5224-acre parcel by CSM and rezone from AG to SFR from parcel #0911-291-8022-0, with the following conditions included. All aye's, motion carried.

Conditional Approval Items:

- Cross hatching is added to the CSM at the corner of Happy Valley Rd and County Hwy N. Noted for no access from County Hwy N and within vision corner on Happy Valley Rd.
- CSM shows the existing farm driveway on parcel
- Deed Restriction of no further splits for farmstead
- Deed Restrictions are recorded at the same time as the CSM, and a copy is given to the Clerk

FUTURE MEETINGS AND AGENDAS

November 16, 2026 – Board Meeting / Tentative Public Hearing for Cooperative Plan with Sun Prairie

ADJOURN

Planning: Motioned by Rogers and seconded by Larson to adjourn at 7:54pm. All aye's, motion carried.
Board: Motioned by Grove and seconded by Kvalo to adjourn at 7:54pm. All aye's, Motion carried.

Submitted by Kim Grob, Clerk-Treasurer

DRAFT

The Town of Bristol
Account QuickReport
As of October 31, 2026

Type	Date	Num	Name	Memo	Amount
Check	10/02/2026	DEBIT	Upnet Wisconsin	Internet Services	-89.99
Liability Check	10/07/2026	E-pay	United States Treasury	39-6005805 QB Tracking # 1115621526	-1,499.80
Liability Check	10/08/2026		QuickBooks Payroll Service	Created by Payroll Service on 10/07/2026	-6,055.34
Liability Check	10/09/2026	debit	North Shore Bank	010-7001187	-100.00
Liability Check	10/13/2026	DEBIT	WRS	69-036-0118-000	-1,780.54
Bill Pmt -Check	10/13/2026	DEBIT	Wisconsin DNR-Environmental Fees	2026 Woodburning Site Lic #3365	-165.00
Bill Pmt -Check	10/15/2026	30862	Alliant Energy/WPL	Twn Hall, Recycle Cntr, Egre Pk, St. Lights, Ice Rink	-1,411.10
Bill Pmt -Check	10/15/2026	30863	Associated Appraisal Consultants, Inc.	October Services	-1,432.38
Bill Pmt -Check	10/15/2026	30864	Axley Brynelson, LLP	Inv. #1076902 - General Matters	-200.90
Bill Pmt -Check	10/15/2026	30865	Bucky's Portable Restrooms Inc	July Restroom Srvcs-Bristol Gardens&Recycle	-488.75
Bill Pmt -Check	10/15/2026	30866	General Engineering Company	Sept. Bldg, Land Use August	-9,702.95
Bill Pmt -Check	10/15/2026	30867	Horstman Networks	Inv. #2056123 -Oct. Monthly IT/Email Srvcs	-140.00
Bill Pmt -Check	10/15/2026	30868	Insight FS	Fuel	-3,210.52
Bill Pmt -Check	10/15/2026	30869	MG&E	Sept2026 Stmt	-22.50
Bill Pmt -Check	10/15/2026	30870	MSA Professional Services Inc	Inv. #033904 -Porter Hollow Development Review	-6,143.00
Bill Pmt -Check	10/15/2026	30871	Northeast Community Court	3rd Quarter 2026	-250.00
Bill Pmt -Check	10/15/2026	30872	Northeast Dane County Fire Unit	4th Qtr 2026 Fire Fees SP#20260475	-92,283.50
Bill Pmt -Check	10/15/2026	30873	Pellitteri Waste Systems	Oct. Recycle & Sept. Trash Srvcs	-4,939.53
Bill Pmt -Check	10/15/2026	30874	Sun Prairie Lawn Care LLC	Inv. #19779 - Sept Srvcs	-3,480.00
Bill Pmt -Check	10/15/2026	30875	Sundance BioClean Inc.	Inv. #3375 - September Janitorial Srvcs	-342.00
Bill Pmt -Check	10/15/2026	30876	Terminator Pest Control, LLC	October Srvcs	-55.00
Bill Pmt -Check	10/15/2026	30877	Truck Country of Wisconsin	Western Star-Water Pump Replace, Brake Adjustment, CAI	-3,148.47
Bill Pmt -Check	10/15/2026	30878	Weld Riley S.C.	sept. 2026 Srvcs	-13.54
Bill Pmt -Check	10/15/2026	30879	Wingra Stone Company	62.67 tn, 1.25" Recycled Asphalt	-501.36
Bill Pmt -Check	10/15/2026	30880	Wisconsin Dept. of Revenue	2026 Muni Fee for Assessment of Manufacturing	-116.94
Liability Check	10/21/2026	DEBIT	WRS	69-036-0118-000	-1,587.38
Liability Check	10/21/2026	E-pay	United States Treasury	39-6005805 QB Tracking # 242868230	-1,184.02
Liability Check	10/22/2026		QuickBooks Payroll Service	Created by Payroll Service on 10/21/2026	-4,482.06
Liability Check	10/23/2026	DEBIT	North Shore Bank	010-7001187	-100.00
Liability Check	10/23/2026	DEBIT	WRS	Muni Pd Health Ins., Pre-Tax Health Ins.	-4,973.16
Check	10/26/2026	DEBIT	NUSO LLC	Phone Service	-149.28
Check	10/26/2026	DEBIT	QuickBooks Payroll Service	Direct Deposit Transfer Charge	-22.16
Liability Check	10/30/2026	E-pay	Wisconsin Department of Revenue	39-6005805 QB Tracking # 234977230	-406.08
Total 100 · General Fund					-150,477.25

Town of Bristol
Treasurer's Report
October 2026

General Fund				
Beginning Balance 10/01/2026				$21,111.25
Deposits	$ 22,700.36			
BCPL Loan #02027008.01	$ 179,667.80			
Withdrawls		$ 148,523.55		
Transfer to ICS Account		$ 55,000.00		
Ending Balance 10/31/2026				$19,955.86
Money Market				
Beginning Balance 10/01/2026				$2,179.17
Interest	$ 0.11			
Ending Balance 10/31/2026				$2,179.28
ICS Account				
Beginning Balance 10/01/2026				$192,055.71
Interest	$ 709.72			
Transfer from Checking Account	$ 55,000.00			
Ending Balance 10/31/2026				$247,765.43
LGIP Fund				
General				
Beginning Balance 10/01/2026				$170,873.53
DOT Muni Trans Aid	$ 56,951.89			
Interest	$ 739.14			
Ending Balance 10/31/2026				$228,564.56
Parks				
Beginning Balance 10/01/2026				$94,529.73
Interest Earned	$ 316.91			
Ending Balance 10/31/2026				$94,846.64
Equipment				
Beginning Balance 10/01/2026				$5.37
Interest Earned	$ 0.02			
Ending Balance 10/31/2026				$5.39
			Total Funds As October 31, 2026	**$593,317.16**
Parks Fund - LGIP				-$94,846.64
Uncleared Checks				-$107,479.70
			Total Funds	**$390,990.82**

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

a.

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR CREATION AND OPERATION OF MUNICIPAL COURT FOR TOWN OF BLOOMING GROVE, TOWN OF BRISTOL, TOWN OF BURKE, VILLAGE OF DANE, TOWN OF SPRINGFIELD, TOWN OF SUN PRAIRIE, TOWN OF VIENNA, AND TOWN OF WESTPORT

WHEREAS, Section 755.01(4), Wis. Stats. provides that two or more cities, towns or villages may enter into an agreement under Section 66.0301, Wis. Stats. for the joint exercise of power granted under Section 755.01(1), after enactment of identical ordinances by each affected City, Town or Village; and

WHEREAS, in February 1998, the Town of Blooming Grove, the Town of Bristol, the Town of Burke and the Town of Sun Prairie entered into an Intergovernmental Agreement for Creation of Municipal Court ("1998 Intergovernmental Agreement"); and

WHEREAS, in January 2007, the 1998 Intergovernmental Agreement was amended to add the Town of Westport to the Municipal Court; and

WHEREAS, in 2018, the 1998 Intergovernmental Agreement as amended in 2007, was further amended to add the Village of Dane to the Municipal Court; and

WHEREAS, in 2022, the 1998 Intergovernmental Agreement as amended in 2007, was further amended to add the Town of Springfield to the Municipal Court; and

WHEREAS, the Town of Vienna has requested permission of the parties to the 1998 Intergovernmental Agreement as amended in 2007, 2018, and 2022 ("Member Municipalities") to join the Municipal Court; and

WHEREAS, the Member Municipalities have each granted permission to the Town of Vienna to join the Municipal Court; and

WHEREAS, the Member Municipalities, including the Town of Vienna, agree that the terms and conditions as amended and restated herein and applicable law shall govern the Municipal Court.

NOW THERFORE, pursuant to Sections 66.0301 and 775.01, Wis. Stats., and in consideration of the mutual covenants hereinafter set forth, the Town of Blooming Grove, Town of Bristol, Town of Burke, Village of Dane, Town of Springfield, Town of Sun Prairie, Town of Vienna, and Town of Westport, hereinafter referred to as the "Member Municipalities", hereby agrees as follows:

ARTICLE ONE
DEFINITIONS

"Agreement" means this intergovernmental contract affirming the creation and establishment of an Intergovernmental Commission to operate and maintain a joint municipal court.

"Court Administrative Commission" means the intergovernmental commission created under this Agreement pursuant to Section 66.0301, Wis. Stats.

"Governing Body" means the town or village board of each of the Member Municipalities.

"Member Municipality" means any town or village which is a party to this Agreement.

"Municipal Court" means the joint municipal court serving the Member Municipalities, which is known as the Northeast Community Court.

"Representative" means the individual designated by each Member Municipality to be a representative to the Court Administrative Commission.

ARTICLE TWO
PURPOSE OF AGREEMENT

The purpose of this Agreement is to affirm the creation and operation of the "Northeast Community Court", which is the joint Municipal Court consisting of the Member Municipalities. For purposes of this Agreement, the joint municipal court shall be referred to as the "Municipal Court.". The purpose of the Municipal Court shall be to provide for the exercise of municipal court powers, including the prosecution of violations of the ordinances of the Member Municipalities.

ARTICLE THREE
PARTIES TO AGREEMENT

Each Member Municipality represents and warrants that it intends to, and does hereby, contract with all other Member Municipalities executing this Agreement. Each Member Municipality represents and warrants that the notice of withdrawal of a Member Municipality, pursuant to Article Eight, shall not relieve the Member Municipality of its rights, obligations, or duties under this Agreement until the withdrawal is effective.

ARTICLE FOUR
CREATION AND OPERATION OF THE MUNICIPAL COURT

Pursuant to sections 66.0301 and 775.01, Wis. Stats., the Member Municipalities have adopted uniform ordinances creating the Municipal Court. The Municipal Court shall be organized and shall operate pursuant to Chapter 755 Wis. Stats., the uniform ordinances adopted by the Member Municipalities, and the terms of this Agreement. In the event of conflicts, the provisions of Wisconsin Statutes shall prevail.

Except for matters required by statutes to be determined by the respective Governing Body of each Member Municipality, the general operation of the Municipal Court shall be determined by the Municipal Judge in accordance with applicable law.

ARTICLE FIVE
THE COURT ADMINISTATIVE COMMISSION

5.01 Creation. Pursuant to Sections 66.0301 and 775.01, Wis. Stats., there is hereby created a Court Administrative Commission composed of Representatives of the Member Municipalities.

5.02 Duties of Court Administrative Commission. The Court Administrative Commission shall:

(1) Make rules and regulations for its own proceedings;

(2) Maintain books of account;

(3) Prepare and submit to the Member Municipalities for approval:

(a) Reports summarizing the activity of the Municipal Court;

(b) Fiscal reports; and

(c) A recommended budget for the succeeding fiscal year on or before October 1 of each calendar year.

(4) If a permanent vacancy arises, recommend appointment of a qualified individual to the position of Municipal Judge for the Municipal Court for consideration by the governing bodies of the Member Municipalities in accordance with the process set forth in Section 8.50(4)(fm), Stats., and other applicable law.

5.03 Powers of Court Administrative Commission.

(1) The Court Administrative Commission shall have the power to:

(a) Enter into contracts in the name of and for the benefit of the Municipal Court;

(b) Establish and maintain bank accounts in the name of and for the benefit of the Municipal Court;

(c) Hire personnel, except where that responsibility is assigned by statute to the Municipal Judge.

(2) The Court Administrative Commission shall not have the authority to levy taxes, issue bonds, or borrow money; or to enter contracts or commit funds for nonbudgeted items without the approval of the Member Municipalities. The Court Administrative Commission shall not have access to the Municipal Court's case management system, court records, or any financial records other than those provided by the Municipal Court Clerk.

(3) The Court Administrative Commission shall designate a Court Administrator who shall (a) keep minutes of the meetings of the Court Administrative Commission and of the annual meeting; (b) see that all notices required by law are duly given; (c) be custodian of the records of the Court Administrative Commission; and (d) in general, perform all duties incident to the position of Court Administrator and have such other duties and exercise such other authority as from time to time may be delegated or assigned by the Chairperson or by the Court Administrative Commission. The Court Administrator shall not have any authority over Municipal Court funds, bank accounts, or court records.

5.04 Court Administrative Commission Membership. Each Member Municipality is a member of the Court Administrative Commission. The Governing Body of each Member Municipality shall designate one individual as its Representative. Each Representative must be a resident of the Member Municipality.

Representatives shall be appointed for terms of no less than three (3) years or until the occurrence of any one of the following events: (1) The Court Administrative Commission receives written notice from the appointing Member Municipality of the replacement of the Representative; (2) the withdrawal of the Member Municipality from this Agreement; or (3) the death or resignation of the Representative.

Representatives are not entitled to compensation. The Court Administrative Commission may authorize reimbursement of expenses incurred by Representatives.

5.05 Officers. The Court Administrative Commission shall choose from among its members a Chairperson and a Vice Chairperson.

(1) Chairperson. The Chairperson shall be the principal executive officer of the Court Administrative Commission and, subject to the control of the Representatives and of the Member Municipalities, shall supervise the business and affairs of the Court Administrative Commission, including overseeing the preparation of a recommended budget for the Municipal Court. When present, the Chairperson shall preside at the meetings of the Court Administrative Commission. In general, the Chairperson shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Court Administrative Commission from time to time.

(2) Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson.

5.06 Meetings.

(1) The Court Administrative Commission shall meet at least four times a year on a quarterly basis. Its meeting shall be open to the public.

(2) The Court Administrative Commission shall adopt, subject to the regular budget review and approval by the Member Municipalities, a budget for the succeeding fiscal year by the end of October.

5.07 Voting. Decisions of the Court Administrative Commission other than those relating to capital expenditures shall be made by a majority vote of the Representatives attending the meeting and constituting a quorum. Decisions of the Court Administrative Commission relating to capital expenditures shall be made by a unanimous vote of the Representatives.

ARTICLE SIX
COURT CLERK

The Court Administrative Commission shall authorize and fund at least one Municipal Court Clerk for the Municipal Court. Pursuant to Section 755.10, Wis. Stats. the Municipal Judge shall, in writing, appoint such clerk and any deputy clerks as employed by the Court Administrative Commission.

ARTICLE SEVEN
FINANCES

7.01 Finances. The Court Administrative Commission shall adopt a proposed annual budget no later than sixty (60) days prior to the beginning of each Fiscal year. The budget may establish any and all reserve funds deemed necessary for the fiscal operation of the Court Administrative Commission. The Member Municipalities will contribute in equal amounts to the funding of the Municipal Court. The Court Administrative Commission will continue to oversee a user fee-based funding system for the continued operation of the Court.

7.02 Receipts by Member Municipalities. If any Member Municipality receives payment from any source in respect to activities of the Municipal Court, the Member Municipality agrees to pay the same over to the Municipal Court to be treated as income of the Municipal Court.

7.03 Funding by Member Municipalities. All moneys used for the operation and maintenance of the Municipal Court shall be paid under a budget adopted by the Member Municipalities.

7.04 Distribution to Member Municipalities for Forfeitures, Penalty Assessments, And Costs. All forfeitures, penalty assessments and costs paid to the Municipal Court under a judgment shall be deposited daily by the Municipal Court Clerk to a designated bank account at a financial institution selected by the Court Administrative Commission. The Municipal Court Clerk shall maintain a complete record of deposits and expenditures including, without limitation, the title of the action, offense for which a forfeiture was imposed and the total amount of the forfeiture, fees, penalty assessments and costs, if any. The Municipal Court Clerk shall prepare a monthly listing of the funds that are due to be disbursed as provided in sections 814.65 (1), 165-87, 167.31 (5) and 346.655, Wis. Stats. All forfeitures shall be disbursed by the Court Administrator to the Member Municipality for which the judgment was entered.

ARTICLE EIGHT
WITHDRAWAL OF MEMBERS

Any Member Municipality may withdraw from this Agreement at any time that coincides with the end of the Municipal Judge's term provided one (1) year's written notice has been given to the Court Administrative Commission and the Governing Bodies of the other Member Municipalities prior to such withdrawal. However, notice of withdrawal from the Agreement will not relieve the Member Municipalities' obligations to make payments pursuant to the Agreement nor will the Member Municipality be relieved of any liability under the Agreement which arose prior to withdrawal.

ARTICLE NINE
TERMINATION OF MUNICIPAL COURT

The Municipal Court may be terminated by the unanimous consent of the Member Municipalities and shall be terminated if its membership drops to one Municipality. Termination of the Municipal Court shall be effective at the end of the term for which the Municipal Judge has been elected or appointed so long as the necessary paperwork pursuant to Section 775.01(4), Wis. Stats., is submitted to the county clerk or board of election commissioners of the court having the largest portion of the population in the jurisdiction served by the Municipal Judge and the director

of state courts prior to October 1 of the year preceding the end of the term for which the Municipal Judge has been elected or appointed.

ARTICLE TEN
MISCELLANEOUS

10.01 Term. This Agreement, as amended from time to time, shall remain in full force and effect until the Municipal Court is terminated. This Agreement supersedes and replaces the 1998 Intergovernmental Agreement, as amended in 2007 and 2018.

10.02 Amendments to Agreement. This Agreement may be amended at any time if the amendment is approved by all of the Member Municipalities acting through their Governing Bodies.

10.02 Effective Date of Amendments. Any amendment of this agreement shall become effective upon the Court Administrative Commission receiving notice of the approval of the amendment by the Governing Bodies of all of the Member Municipalities.

10.03 Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

10.04 Effective Date. This Agreement shall become effective upon execution by all the parties.

10.05 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument. Facsimile signatures, and scanned, email or electronic signatures, are binding and may be relied upon as the true and correct signatures of the undersigned.

IN WITNESS WHEREOF, the Member Municipalities have caused this Agreement to be executed by their duly authorized officers.

TOWN OF BLOOMING GROVE

By:_____
Name: _____

Attest: _____
Name: _____
Date: _____

TOWN OF BRISTOL

By:_____
Name: _____

Attest: _____
Name: _____
Date: _____

TOWN OF BURKE

By:_____
Name: _____

Attest: _____
Name: _____
Date: _____

VILLAGE OF DANE

By:_____

Name: _____

Attest: _____
Name: _____
Date: _____

TOWN OF SPRINGFIELD

By:_____
Name: _____

Attest: _____
Name: _____
Date: _____

TOWN OF SUN PRAIRIE

By:_____
Name: _____

Attest: _____
Name: _____
Date: _____

TOWN OF VIENNA

By:_____
Name: _____

Attest: _____
Name: _____
Date: _____

TOWN OF WESTPORT

By:_____
Name: _____

Attest: _____
Name: _____
Date: _____

TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

b.

Karen Kvalo
3023 Castleton Crossing
Sun Prairie, WI 53590

October 12, 2026

Town of Bristol
Attention: Kim Grob, Town Clerk
7747 County Road N
Sun Prairie, WI 53590

RE: Formal Request for Refund of Overpayment – $10,500 Park Improvement Fee

Dear Ms. Grob and Members of the Town Board:

I am writing to formally request a refund of **$10,500**, representing an overpayment made to the Town of Bristol in connection with the development of my subdivision consisting of 14 residential homesites.

As part of the subdivision approval process, I was instructed to make two separate payments to the Town of Bristol:

1. **Fee in Lieu of Land for Parkland Contribution:** $10,500 ($750 per dwelling unit)
2. **Park Improvement Fee:** $10,500 ($750 per dwelling unit)

The total amount paid was **$21,000.**

Upon reviewing the Town of Bristol Code of Ordinances, I have identified what appears to be an error in the assessment of the second payment.

The Town's Code of Ordinances, under the section titled **"Public Sites and Open Spaces,"** establishes a requirement for subdividers to dedicate land for public purposes or, when determined appropriate by the Town Board, to provide a cash payment in lieu of land dedication at a rate of $750 per proposed dwelling unit.

I complied with this requirement by submitting the $10,500 Fee in Lieu of Land Contribution.

dedication. Drainageways, wetlands or areas reserved for streets shall not be considered as satisfying land dedication requirements.

c. Where, in the opinion of the Town Board, there is no land suitable for parks within the proposed subdivision or the dedication of land would not be compatible with the Town's comprehensive development or park plan, or Town officials determine that a cash contribution would better serve the public interest, the Board may require the subdivider to contribute a cash payment in lieu of land at a rate of $750 for each proposed dwelling unit. The fee imposed shall be used for park land acquisition and park equipment.

d. The Town shall place any fee collected pursuant to the provisions of this section in a fund which may be used for any park purpose, including land acquisition and development of adequate park, playground, recreation and open space to meet the needs created by the land division or subdivision.

Based upon the ordinance language cited above, I respectfully request that the Town review this matter, acknowledge the apparent overpayment, and issue a refund of $10,500.

I would appreciate written confirmation of the Town's determination and the anticipated timeframe for processing the refund.

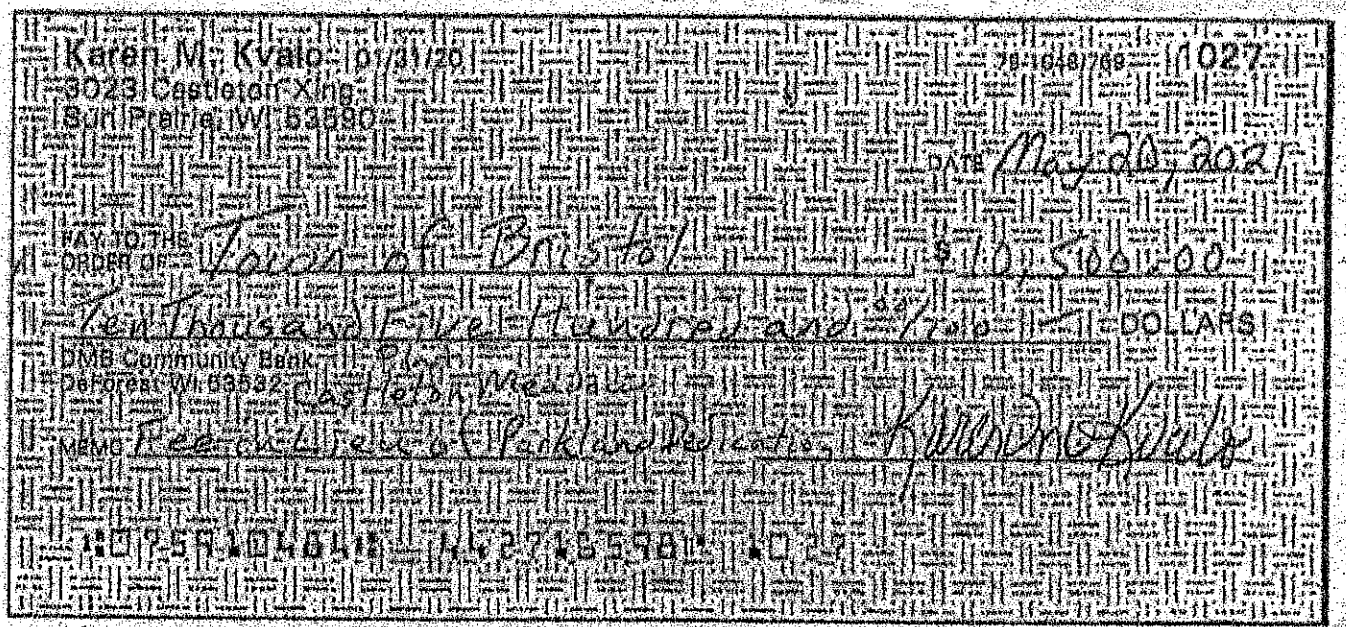
Thank you for your attention to this matter. I look forward to its prompt and equitable resolution.

Sincerely,

Karen Kvalo

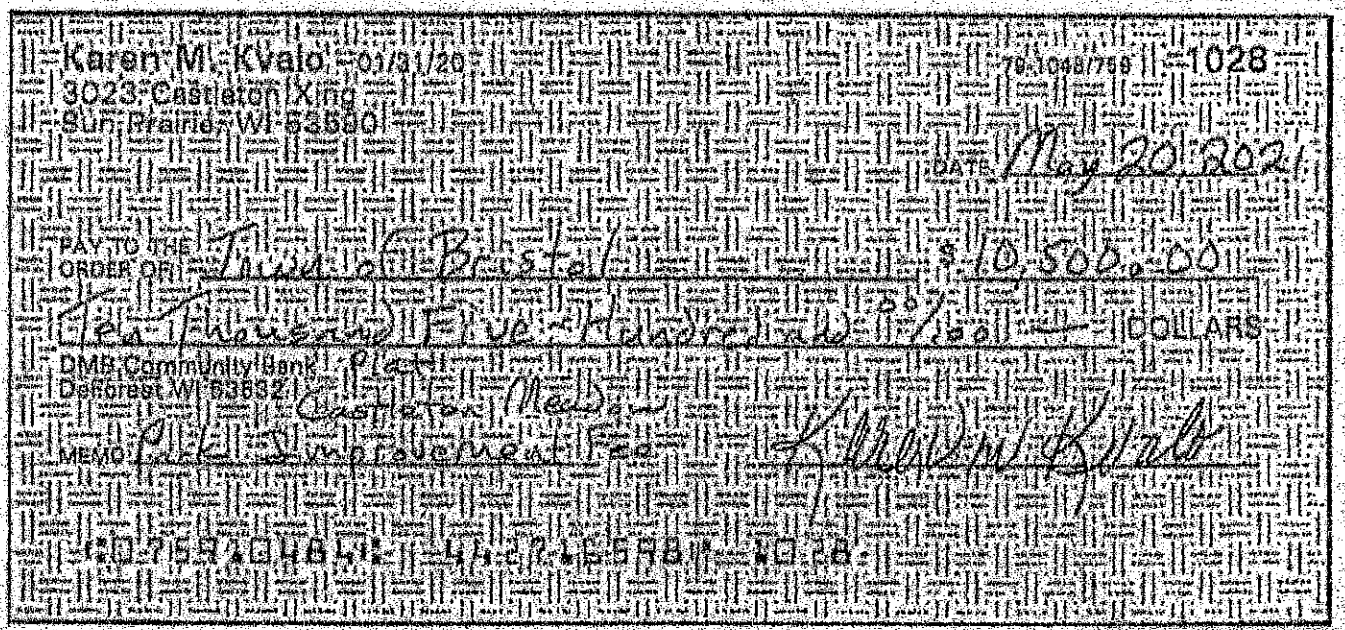
Karen Kvalo
3023 Castleton Crossing
Sun Prairie, WI 53590

Enclosures:
Copy of Check #1027 – $10,500
Copy of Check #1028 – $10,500



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TOWN OF BRISTOL

Cover Sheet for Agenda Packet Section

IV. Business

c.

CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

Prepared for the

Town of Bristol

Dane County

By

ASSOCIATED APPRAISAL CONSULTANTS

Corporate Office
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CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **Town of Bristol, Dane County, State of Wisconsin**, a body corporate and politic (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.,** with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract. Any new laws or administrative rule changes during the term of this Contract which alter the scope of services will need to be negotiated between both parties. This Contract does not include services for any revaluations that the Municipality may decide or be required to be performed during the term of this Contract. Such revaluation assessment services shall be covered under a separate contract.

A. **INSPECTIONS**. The following inspection cycle is to be completed by the Assessor annually:

1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected as necessary, and the property record card prepared or updated as needed.

2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected as needed.

3) Improved properties under construction during the term of this Contract shall be re-inspected as needed.

4) All properties sold in the previous year, or affected by legal description changes, or zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.

5) Requests for review by property owners, made after the close of the Board of Review, and prior to signing the Assessor's affidavit for the next assessment roll within the term of this Contract, and if deemed necessary shall be physically inspected during the current assessment cycle.

6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forest land and undeveloped land.

B. **PARCEL IDENTIFICATION**. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor at a minimum shall provide a digital drawing and digital photograph of each primary improvement. In the event of a discrepancy found in a small number of existing records, the Assessor shall investigate and correct the property record. Should large amounts of existing records be deficient, there shall be additional costs charged to the Municipality for onsite collection of missing data, and or correction of property records, as agreed upon by both parties.

C. **PREPARATION OF RECORDS**. Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and provided on the respective forms and or

electronic records. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update property records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to Open Book and again to reflect any changes made at Board of Review.

D. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach, and the income approach in the valuation of all applicable property.

E. **ASSESSMENT NOTICES**. A notice of changed assessment as prescribed under §70.365, Wis. Stats., shall be mailed for each applicable taxable parcel or property whose assessed value has changed from the previous year. The notice form used shall be that prescribed and or approved for use by the Wisconsin Department of Revenue and include the time and place of when the open book conference(s) and board of review meeting(s) will be held. Assessor shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail.

F. **OPEN BOOK**. Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The Assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours. Assessor shall provide necessary staff to accommodate projected attendance.

G. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall arrange and provide the Real Estate Assessment Roll for viewing by the public as prescribed in the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality requirements of the Assessor for property listing as prescribed under §70.09, Wis. Stats. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required.

H. **BOARD OF REVIEW**. Assessor shall attend all required hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue or Circuit Court, Assessor shall be available upon request of Municipality to furnish testimony in defense of the assessed values for up to eight (8) employee hours per parcel. Testimony in excess of eight (8) employee hours will require an addendum to this Contract. If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

I. **OPEN RECORDS REQUESTS**. The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including §70.35(3), Wis. Stats., regarding the personal property return, §70.47(7)(af), Wis. Stats., regarding income and expense information provided to the assessor and board of review; and §77.265, Wis. Stats., regarding the real estate transfer return.

J. **AVAILABLITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week, Monday through Friday, from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor's holiday and business closures. Internet and voicemail communication are

available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four (4) business days or sooner. The Assessor shall respond to the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend meetings at the request of the Municipality for up to two (2) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond two (2) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

K. **MUNICIPALITY RECORDS**. The Municipality shall allow access and make available to the Assessor municipal records in digital and or paper form such as, but not limited to, previous assessment rolls and property assessment records, sewer, and water layouts, permits, building plans, site plans, tax records, records of special assessments, plats, condominium documents, maps, and any other pertinent documents currently in the possession of the Municipality at no cost. If such records necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County Surveyor, Register of Deeds, or other sources at the Municipality's expense.

L. **MAPS**. Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, GIS related maps, or any other maps currently in the possession of the Municipality. If such maps necessary for Assessor's work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

M. **MAILING SERVICES.** Municipality shall be responsible for the cost of all postage and mailing services. This cost includes, but is not limited to, notices of changed assessment, written requests to view property, questionnaires, and mailing of documents such as maps and assessment rolls. If Municipality requires Assessor to send any letters by certified mail, Municipality shall be responsible for the postage and mailing services costs of all certified mail.

II. GENERAL REQUIREMENTS

A. **OATH OF OFFICE**. As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to §19.01, Wis. Stats., and be filed with the Municipal Clerk. Assessor shall assume the appointed office of Town Assessor as per §60.307, and §70.05(1), Wis. Stats., for the duration of this Contract and shall perform all statutory duties appertaining to such office. Under Wisconsin law, the statutory Assessor for the Municipality, whether elected, appointed, contracted or on-staff, is considered to be a public officer of the Municipality.

B. **QUALIFICATIONS AND CONDUCT OF PERSONNEL**. The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

1) All personnel providing services shall be currently certified in compliance with §70.05, §70.055, and §73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue.

2) Assessor's field representatives shall carry photo identification cards.

3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.

4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good

cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

C. **INSURANCE**. The Assessor agrees as follows:

1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation — State of Wisconsin requirements

(b) General Liability

General Aggregate	$ 2,000,000
Products/Completed Operations	$ 1,000,000
Each Occurrence	$ 1,000,000
Personal & Advertising	$ 1,000,000
Fire Damage	$ 100,000
Medical Expense	$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	$ 1,000,000

2) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

3) Assessor agrees to carry proper and sufficient insurance to cover the loss of Municipality's records withdrawn from the Municipality by the Assessor for its use or by any subcontractors of Assessor, as well as Assessor's records in process under this Contract that are in the possession of the Assessor.

4) Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall pay all insurance premiums in a timely manner.

D. **INDEMNIFICATION.** The Assessor shall be considered a public officer and afforded the protection from civil liability under §895.46, Wis. Stats., for performing duties while acting within the scope of the Assessor's employment as an officer of the Municipality. Municipality shall indemnify, hold harmless, and defend Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under §74.35, and §74.37, Wis. Stats., and any circuit court claims, except claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, unless otherwise specified in this Contract. Assessor shall indemnify, hold harmless, and defend the Municipality against claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, including, but not limited to, liability under Wis. Stat. § 70.503 and any penalties imposed by law.

E. **OWNERSHIP OF RECORD.** All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality. If the record system is computerized, the software used by the Assessor shall be made available to the Municipality in the format native to the customized or uncommon software and shall be able to create an exportable text file of all required data. If the Municipality requires a conversion or transfer of the electronic assessment

records to a non-proprietary neutral file format, such as but not limited to a text file format, XML or a tab delimited format, the Municipality shall be responsible for all costs associated with the conversion and or transfer of the electronically stored data.

III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the **2027, 2028, 2029, 2030 and 2031** assessment year(s). The assessor shall have completed all work under this Contract on or before July 31 of each assessment year, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, the Assessor shall be paid for undisputed services completed as of the date of written notice taking into consideration all scope of work to be performed during the assessment year of termination.

C. **DISPUTE RESOLUTION.** The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this Contract for a period of sixty (60) days. Municipality agrees to provide Assessor with written notice within thirty (30) days of becoming aware of a contract dispute. Assessor will convene within thirty (30) days of a written dispute notice, unless otherwise agreed. All dispute related meetings, correspondence and discussions between Assessor and Municipality will be deemed confidential settlement discussions not subject to disclosure. If Assessor fails to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Municipality or Assessor from seeking necessary injunctive relief during the dispute resolution.

D. **NOTICES.** Except as otherwise expressly specified herein, all notices that are required to be given under this Contract will be in writing and will be sent to the address of the appropriate party as set out in this Contract or such alternative address the recipient may designate by notice given in accordance with the provisions of this clause. Any such written notice may be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested.

E. **AUTOMATIC RENEWAL**. This Contract shall automatically renew for successive annual assessment years upon the expiration of the original term unless either party, on or before July 1 of the preceding year, notifies the other party of their desire to non-renew.

F. **ENTIRE CONTRACT.** This Contract contains the complete and entire Contract between the parties and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory, and may not be altered or amended except in writing, executed, making specific references to this Contract, by a duly authorized officer of the Assessor and by a duly authorized official of the Municipality.

IV. COMPENSATION

A. **ANNUAL AMOUNTS.** The Municipality shall pay Assessor the following annual Contract amounts for maintenance assessment services:

Assessment Year	Annual Amounts
2027	$16,950
2028	$24,000
2029	$25,000
2030	$26,000
2031	$27,000

B. **METHOD AND TERMS OF PAYMENT.** The compensation due to Assessor shall be paid in monthly or quarterly installments, or a one-time annual payment for each of the assessment year(s) as outlined under the term of this Contract. Municipality can request their preferred frequency of invoicing upon Contract acceptance; otherwise, a monthly installment schedule will be used. Invoices will be provided by Assessor on or before the first day of each month and shall be paid by Municipality no later than thirty (30) days from the date of invoice. In the event payment is not made within thirty (30) days from the date of invoice, Municipality shall pay a late fee of seventy-five dollars ($75.00) and a processing fee of seventy-five dollars ($75.00) for each month the invoice is not paid.

C. **RENEWAL ADJUSTMENTS.** An increase of five percent (5%) shall be applied on an annual basis for each year of automatic renewal after the 2031 assessment year.

D. **OPTIONAL WEBSITE POSTING**. The Municipality shall have the option to post assessment data on Assessor's public website for no additional cost.
***** Please initial yes or no to post data. *****
Yes ____ No ____

E. Additional compensation that may be due to the Assessor as a result of services provided that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.

V. SIGNATURES

Mark Brown
President
Associated Appraisal Consultants, Inc.

10/15/2026
Date

Authorized Signature
Town of Bristol

Date