Town of Lyndon Board of Supervisors Monthly Meeting Minutes

Kris Hughes Memorial Town Hall, W6081 CTH N, Plymouth
Wednesday, July 8, 2026 7:00 pm

1. Call to Order, Verification of compliance of Open Meeting Law: Chair Friedman called the meeting to order at 7:00 pm; Clerk/Treasurer Klatt confirmed the agenda was posted on the website and at the town hall on 7/01/26 at 10:15 am.

2. Pledge of Allegiance: Chair Friedman led the attendees in the Pledge of Allegiance.

3. Roll Call:
   Members Present: Chair Friedman, Supervisors Jenny Wiskirchen, David Eisentraut, Dan Mayer, Chris Kestell
   Members Absent: none
   Others Present: DPW Steve Stuebs, Permit Agent Al Steiner, PC Chair David Roll, Clerk/Treasurer Rhonda Klatt, (see attached list of attendees in official minutes)

4. Discussion, Corrections if necessary, and Approval of the minutes from the meeting(s) of June 10, 2026: **Motion by Kestell, seconded by Mayer, all voting in favor of approving the minutes with one minor correction** (name spelling) **from June 10, 2026,** motion carries.

5. Discussion, Corrections if necessary, and Approval of the Financial Report: **Motion by Eisentraut, seconded by Wiskirchen, all voting in favor of approving the financial report as presented,** motion carries.

Account Description	Balance as of: 6/30
Tax – Checking	$ 2750.91
General Checking	$ 68,274.70
Tax – Collections	$ 92,659.90
Money Market	$ 803,559.59

6. Discussion, Corrections if necessary, and Approval of the Payment of Bills: **Motion by Mayer, seconded by Eisentraut, all voting in favor of approving the payment of bills,** motion carries.

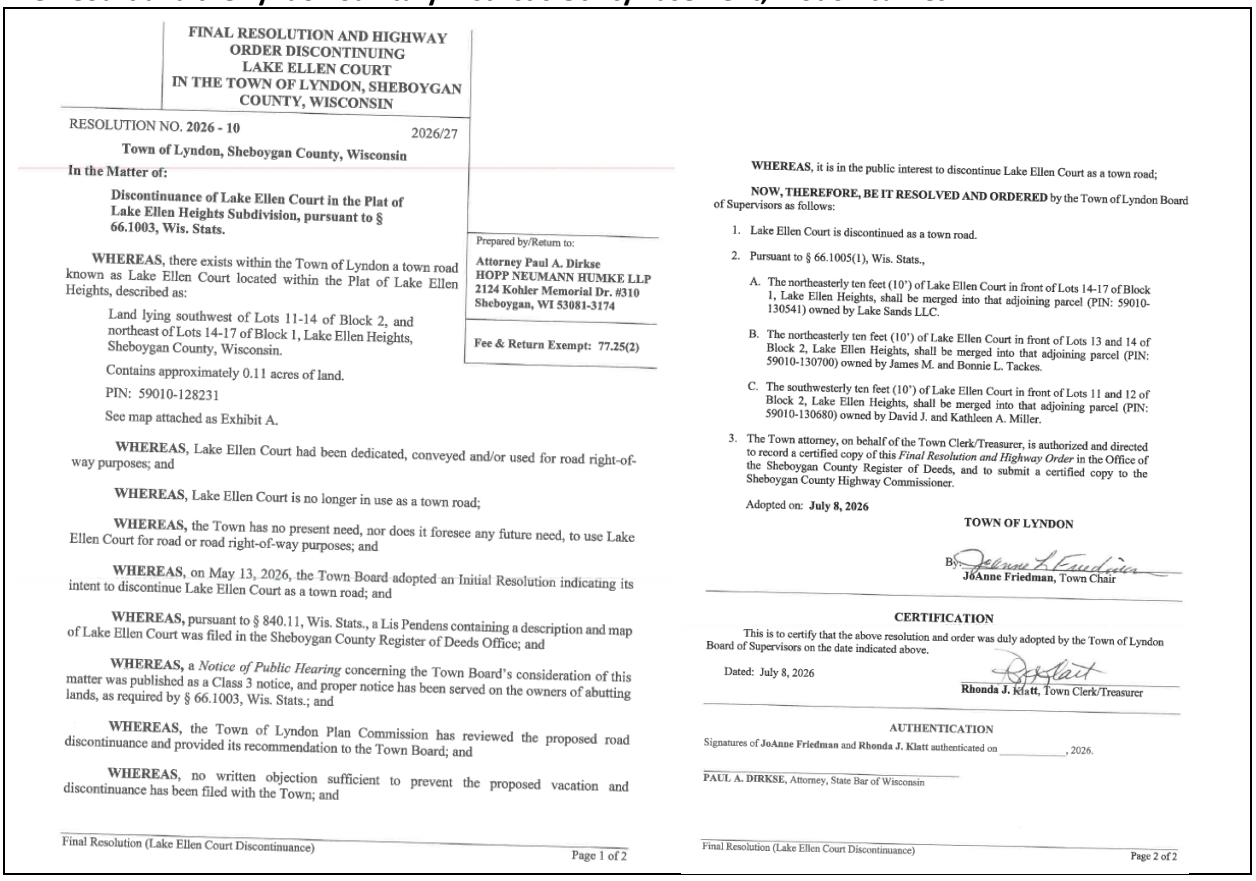
Date	Num	Name	Memo	Paid Amount
Checking General *-204**				
07/01/2026	Debit	Bertram Internet	Town Hall Internet	-59.99
07/07/2026	Debit	Quill Office Supplies	Town Hall Kitchen supplies	-13.29
07/08/2026	Debit	Festival Foods	Postage for bldg permit to Dan Goodine	-11.95
07/07/2026	Fed WH	EFTPS	39-1541386	-3,764.96
07/08/2026	State WH	Wisconsin Dept. of Revenue	036-1020421702-03	-532.56
06/16/2026	WRS	ETF	WRS	-1,831.38
07/14/2026	WRS	ETF	WRS	-1,819.14
06/16/2026	18688	Advanced Asphalt	Town Hall parking lot seal	-1,000.00
07/08/2026	18689	Buchholz, Larry	Payroll	-34.63
07/08/2026	18690	Eisentraut, David M	Payroll	-269.36

07/08/2026	18691	Friedman, JoAnne L.	Payroll	-384.80
07/08/2026	18692	Goodine, Daniel D	Payroll	-1,616.12
07/08/2026	18693	Henkel, Christine R	Payroll	-702.55
07/08/2026	18694	Kestell, Chris W.	Payroll	-269.36
07/08/2026	18695	Klatt, Rhonda J	Payroll	-3,801.50
07/08/2026	18696	Mayer, Daniel J	Payroll	-269.36
07/08/2026	18697	Schiel, James	Payroll	-974.66
07/08/2026	18698	Steiner, Alan	Payroll	-110.82
07/08/2026	18699	Stuebs, Steven L.	Payroll	-5,474.41
07/08/2026	18700	Wiskirchen, Jennifer	Payroll	-269.36
06/15/2026	18701	Sheboygan County Treasurer	20% share of MFL, s. 77.85	-23.93
06/30/2026	18702	Waldo Fire Department	2026 Annual 2% Fire Dues Payment	-5,391.87
06/30/2026	18703	Cascade Fire Department	2026 Annual 2% Fire Dues Payment	-5,391.86
06/30/2026	18704	Steve Stuebs	Reimbursement - Shop supplies	-137.13
07/01/2026	18705	Up North Assessments, LLC	2022-2026 Assessment Contract	-790.00
07/01/2026	18706	Schiel, Jim	June 2026 Sanitary Mileage	-72.50
07/06/2026	18707	Al Steiner - PC, Misc	June 2026 PA Mileage	-23.93
07/07/2026	18708	Adell Cooperative	Chemicals for ditch spraying	-446.37
07/07/2026	18709	Frontier	Town Hall telephone	-118.17
07/07/2026	18710	Hopp Nuemann Humke LLP	Legal expenses	-1,950.50
07/07/2026	18711	Marco Inc	Copier maintenance contract	-166.42
07/07/2026	18712	Perfect Circle Tire LLC	Case loader tire & parts	-367.50
07/07/2026	18713	Sheboygan County Treasurer	60021	-3,098.05
07/07/2026	18714	U.S. Cellular	DPW & PA Cellphones	-146.07
07/07/2026	18715	WE Energies	DPW & TH Electric	-143.39
07/07/2026	18716	Wisconsin Newspress Inc.	Liquor & Public Hearing Notices	-122.61
07/08/2026	18717	Waldo Oil Company	June 2026 Truck Fuels	-289.11
			Total Checking General ***-204	-41,889.61

7. Reports of Town Committees:
   a. Permit Agent: Permit Agent Al Steiner reported that he is currently in talks with the CTH E property, he spoke with One Energy representatives in regards to the invasive weeds behind the silt fence, and with the assistance of the Town Board, it is determined that a new home permit is necessary for a mobile home replacement.
   b. Plan Commission: PC Chair Roll reported that no meeting was held in July, however the commission will be meeting in August to continue work on the FPZ renewal and the new model solar ordinance from the state.
   c. Dept. of Public Works: DPW Stuebs asked that some of the surplus money be given to DPW for chemicals for invasive weeds. Supervisor Kestell would like a plan for ATC to repair the road damage.
   d. Finance: Nothing to report at this time.
   e. Cemetery: Sexton Wiskirchen reported on the headstone cleaning session at Evergreen Cemetery on June 13th at 9 am, and thanked all those that participated.

8. Public Comment *(Three (3) minute time limit per person):* Comments were heard from SunVest Attorney Wes Webendorfer regarding the conditional use permit, Resident Carol Horne regarding the culvert clearing progress, and Resident James Tackes in regards to the Utility Easement on Lake Ellen Court.

9. New Business:
    a. Conditional Use Permit for a 5 MW solar facility, Parcel #59010123820 (Located on STH 28, west of the Village of Waldo) as submitted by SunVest Solar, LLC: **Motion by Eisentraut, seconded by Wiskirchen, most voting in favor of approving the Conditional Use Permit for a 5 MW solar facility, Parcel #59010123820 as submitted by SunVest Solar, LLC,** motion carries, Kestell voting nay. SunVest Solar representative Jacob Van Domelen assured the Town Board that no battery storage facilities will be on site, and a sign with contact names and information will be.
    b. ATV/UTV ordinance work: Discussion was held on the initial ordinance requirements. Supervisor Eisentraut announced that his company will donate $5,000 to put towards the purchase of the required signage. Clerk/Treasurer Klatt will meet with Sheboygan County Transportation Director Bryan Olson to discuss which county highways the Town should apply for opening to ATV/UTV traffic. The Board will meet at 6 pm on August 12, 2026 for an ordinance working session, and asks the public to attend to assist.
    c. Final Resolution and Highway Order to Discontinue Lake Ellen Court: **Motion by Eisentraut, seconded by Mayer, all voting in favor of approving the Final Resolution and Highway Order to Discontinue Lake Ellen Court and the Lyndon Sanitary District's Utility Easement,** motion carries.



FINAL RESOLUTION AND HIGHWAY ORDER DISCONTINUING LAKE ELLEN COURT IN THE TOWN OF LYNDON, SHEBOYGAN COUNTY, WISCONSIN

RESOLUTION NO. **2026 - 10** 2026/27

Town of Lyndon, Sheboygan County, Wisconsin

In the Matter of:

Discontinuance of Lake Ellen Court in the Plat of Lake Ellen Heights Subdivision, pursuant to § 66.1003, Wis. Stats.

Prepared by/Return to:
Attorney Paul A. Dirkse
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Dr. #310
Sheboygan, WI 53081-3174

Fee & Return Exempt: 77.25(2)

WHEREAS, there exists within the Town of Lyndon a town road known as Lake Ellen Court located within the Plat of Lake Ellen Heights, described as:

Land lying southwest of Lots 11-14 of Block 2, and northeast of Lots 14-17 of Block 1, Lake Ellen Heights, Sheboygan County, Wisconsin.

Contains approximately 0.11 acres of land.

PIN: 59010-128231

See map attached as Exhibit A.

WHEREAS, Lake Ellen Court had been dedicated, conveyed and/or used for road right-of-way purposes; and

WHEREAS, Lake Ellen Court is no longer in use as a town road;

WHEREAS, the Town has no present need, nor does it foresee any future need, to use Lake Ellen Court for road or road right-of-way purposes; and

WHEREAS, on May 13, 2026, the Town Board adopted an Initial Resolution indicating its intent to discontinue Lake Ellen Court as a town road; and

WHEREAS, pursuant to § 840.11, Wis. Stats., a Lis Pendens containing a description and map of Lake Ellen Court was filed in the Sheboygan County Register of Deeds Office; and

WHEREAS, a *Notice of Public Hearing* concerning the Town Board's consideration of this matter was published as a Class 3 notice, and proper notice has been served on the owners of abutting lands, as required by § 66.1003, Wis. Stats.; and

WHEREAS, the Town of Lyndon Plan Commission has reviewed the proposed road discontinuance and provided its recommendation to the Town Board; and

WHEREAS, no written objection sufficient to prevent the proposed vacation and discontinuance has been filed with the Town; and

Final Resolution (Lake Ellen Court Discontinuance) Page 1 of 2

WHEREAS, it is in the public interest to discontinue Lake Ellen Court as a town road;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Town of Lyndon Board of Supervisors as follows:

1. Lake Ellen Court is discontinued as a town road.
2. Pursuant to § 66.1005(1), Wis. Stats.,
    A. The northeasterly ten feet (10') of Lake Ellen Court in front of Lots 14-17 of Block 1, Lake Ellen Heights, shall be merged into that adjoining parcel (PIN: 59010-130541) owned by Lake Sands LLC.
    B. The northeasterly ten feet (10') of Lake Ellen Court in front of Lots 13 and 14 of Block 2, Lake Ellen Heights, shall be merged into that adjoining parcel (PIN: 59010-130700) owned by James M. and Bonnie L. Tackes.
    C. The southwesterly ten feet (10') of Lake Ellen Court in front of Lots 11 and 12 of Block 2, Lake Ellen Heights, shall be merged into that adjoining parcel (PIN: 59010-130680) owned by David J. and Kathleen A. Miller.
3. The Town attorney, on behalf of the Town Clerk/Treasurer, is authorized and directed to record a certified copy of this *Final Resolution and Highway Order* in the Office of the Sheboygan County Register of Deeds, and to submit a certified copy to the Sheboygan County Highway Commissioner.

Adopted on: **July 8, 2026**

TOWN OF LYNDON

By: **JoAnne Friedman**, Town Chair

CERTIFICATION

This is to certify that the above resolution and order was duly adopted by the Town of Lyndon Board of Supervisors on the date indicated above.

Dated: July 8, 2026

Rhonda J. Klatt, Town Clerk/Treasurer

AUTHENTICATION

Signatures of **JoAnne Friedman** and **Rhonda J. Klatt** authenticated on _____, 2026.

PAUL A. DIRKSE, Attorney, State Bar of Wisconsin

Final Resolution (Lake Ellen Court Discontinuance) Page 2 of 2

Document Number	**UTILITY EASEMENT**	
Return Address:	Attorney Matthew Parmentier Dempsey Law Firm LLP P. O. Box 1276 Fond du Lac, WI 54936-1276	
Parcel I.D. Number:		Recording Area

EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is entered into as of the 8th day of July, 2026, by and between the Town of Lyndon, a Wisconsin town located in Sheboygan County, Wisconsin ("Town"), and the Lyndon Sanitary District, a sanitary district organized under Wis. Stat. ch. 60, subch. IX ("District"). The Town and the District are each referred to individually as a "Party" and together as the "Parties."

RECITALS

A. Lake Ellen Court ("the Road"), located in the Town, is currently a public Town road.

B. The District owns and operates a sanitary sewer main, together with appurtenances (collectively, "the Utility Facilities"), located within the right-of-way of the Road. The Utility Facilities are located within the area described in the attached Exhibit A. ("the Easement Parcel").

C. The Town, in its capacity as the current owner of the Easement Parcel, grants to the District the permanent easement described in this Agreement.

D. The Parties intend that this Agreement be recorded with the Register of Deeds for Sheboygan County so that the easement is binding on, and runs with the land to, all subsequent owners, including those owners of abutting lands to the Easement Parcel if a discontinuance of the Road occurs.

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Grant of Easement.** The Town grants to the District a permanent, non-exclusive easement over, under, and across the Easement Parcel for the purpose of installing, constructing, operating, maintaining, repairing, replacing, and removing the Utility Facilities.

2. **Right of Access.** The District and its agents and contractors may enter upon the Easement Parcel as is reasonably necessary, for ingress and egress to perform any activity authorized under Paragraph 1.

3. **Notice.** Except in an emergency, the District will provide the owner of the Easement Parcel at least 24 hours advance notice, written or verbal, before entering the Easement Parcel to perform maintenance, repair, replacement, or removal work. No notice is required for an emergency that threatens the operation of the Utility Facilities or public health or safety. In that case, the District will notify the owner as soon as reasonably practicable after entry.

4. **Restoration.** After completing any work under this Agreement, the District will remove all debris and surplus materials from the Easement Parcel and restore the surface of the Easement Parcel, including any disturbed topsoil, vegetation, gravel, or paving, to a condition reasonably comparable to its condition before the work began. The District is not obligated to restore, repair, or replace a structure or improvement placed in the Easement Parcel in violation of Paragraph 5.

5. **Owner's Use of Easement Parcel.** The owner of the Easement Parcel may use it in any manner that does not interfere with the Utility Facilities or with the District's rights under this Agreement. The owner may not erect or place a building, structure, fence, tree, retaining wall, pavement, or other improvement within the Easement Parcel that would impair the District's ability to access, construct, maintain, repair, or replace the Utility Facilities, without the District's prior written consent.

6. **No Interference.** The District will perform all work under this Agreement in a manner that minimizes disruption to the owner's use of the Easement Parcel and abutting land, and will conduct such work in compliance with applicable law.

7. **Duration; Running with the Land.** The easement granted under this Agreement is permanent and runs with the land. This Agreement binds and benefits the Parties and their respective heirs, successors, and assigns, including all subsequent owners of the Easement Parcel.

8. **Non-Use.** The District's non-use, or limited use, of the easement rights granted under this Agreement does not waive or limit the District's right to use those rights to the fullest extent authorized by this Agreement at a later time.

9. **No Public Dedication.** Nothing in this Agreement dedicates the Easement Parcel to public use or creates any right in the public generally. The easement granted under this Agreement is solely for the benefit of the District and is limited to the purposes stated in this Agreement.

10. **Binding Effect.** This Agreement binds and inures to the benefit of the Parties and their respective successors and assigns, including the owners of the abutting lands in the event of a discontinuance of the right-of-way under applicable Wisconsin law.

11. **Entire Agreement; Amendment.** This Agreement sets forth the entire understanding of the Parties regarding the easement described in this Agreement. The Parties may amend this Agreement only by a written document, executed and acknowledged by the then-current owner of the affected portion of the Easement Parcel and the District, and recorded with the Register of Deeds for Sheboygan County.

12. **Severability.** If a court holds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement remains in full force and effect.

13. **Enforcement.** A Party, or a successor owner of the Easement Parcel may enforce this Agreement by an action in law or equity. The prevailing party in such an action is entitled to recover its reasonable costs and attorney fees from the non-prevailing party.

14. **Governing Law.** This Agreement is governed by the laws of the State of Wisconsin.

TOWN OF LYNDON

By: _____
JoAnne Friedman, Town Chair

CERTIFICATION

This is to certify that the above resolution and order was duly adopted by the Town of Lyndon Board of Supervisors on the date indicated above.

Dated: July _____, 2026

_____
Rhonda J. Klatt, Town Clerk/Treasurer

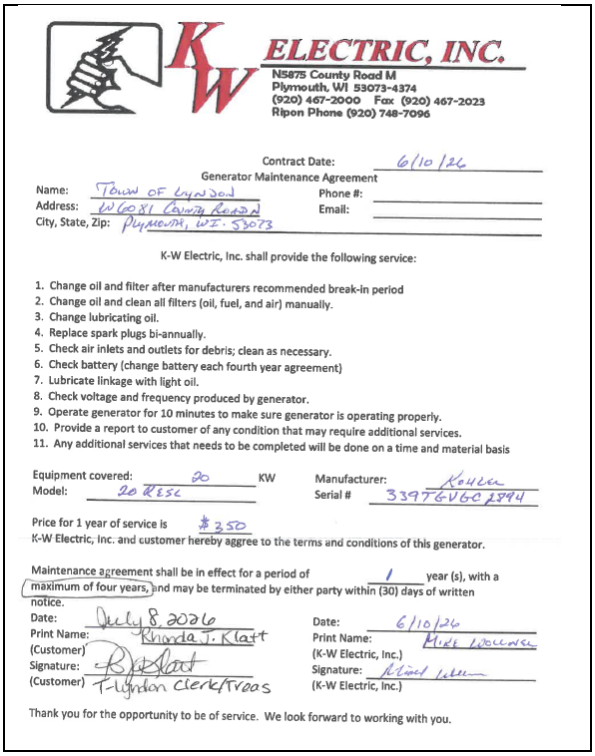
AUTHENTICATION

Signatures of **JoAnne Friedman** and **Rhonda J. Klatt** authenticated on _____, 2026.

_____
PAUL A. DIRKSE, Attorney, State Bar of Wisconsin

d. Designate remaining 2025 surplus of $5,854: **Motion by Eisentraut, seconded by Mayer, all voting in favor of designating $1,000 to DPW Roadside Clean-up account for chemicals for weed control,** motion carries.

e. Generator maintenance agreement, KW Electric, minimum 1 year, @ $350/year (max 4 years): **Motion by Kestell, seconded by Eisentraut, all voting in favor of approving the generator maintenance agreement with KW Electric for four years,** motion carries.



KW ELECTRIC, INC.
N5875 County Road M
Plymouth, WI 53073-4374
(920) 467-2000 Fax (920) 467-2023
Ripon Phone (920) 748-7096

Contract Date: 6/10/26
Generator Maintenance Agreement

Name: Town of Lyndon
Address: W6081 County Road A
City, State, Zip: Plymouth, WI. 53073
Phone #:
Email:

K-W Electric, Inc. shall provide the following service:

1. Change oil and filter after manufacturers recommended break-in period
2. Change oil and clean all filters (oil, fuel, and air) manually.
3. Change lubricating oil.
4. Replace spark plugs bi-annually.
5. Check air inlets and outlets for debris; clean as necessary.
6. Check battery (change battery each fourth year agreement)
7. Lubricate linkage with light oil.
8. Check voltage and frequency produced by generator.
9. Operate generator for 10 minutes to make sure generator is operating properly.
10. Provide a report to customer of any condition that may require additional services.
11. Any additional services that needs to be completed will be done on a time and material basis

Equipment covered: 20 KW
Model: 20 RESL
Manufacturer: Kohler
Serial # 3397GVGC2394

Price for 1 year of service is $350
K-W Electric, Inc. and customer hereby aggree to the terms and conditions of this generator.

Maintenance agreement shall be in effect for a period of 1 year (s), with a maximum of four years, and may be terminated by either party within (30) days of written notice.

Date: July 8 2026
Print Name: Rhonda J. Klatt
(Customer)
Signature: R J Klatt
(Customer) T-Lyndon Clerk/Treas

Date: 6/10/26
Print Name: Mike Wollner
(K-W Electric, Inc.)
Signature: Mike Wollner
(K-W Electric, Inc.)

Thank you for the opportunity to be of service. We look forward to working with you.

f. Potential DPW candidate for PT employment: Discussion was held; no action taken.
g. Vacation of Kettleview easement: Discussion was held on the process taking place in August and October, 2026. No further action was taken.
h. Sheboygan Fall School District, Presentation of referendum information: Presentation was held on the need for a referendum. No action taken.
i. ATC Update: Chair Friedman spoke of the PSC's public hearing notice for August 18 & 19, 2026 to receive comments from the public regarding the Ozaukee Co. Distribution Interconnection Project and ATC's application. Supervisor Kestell reported that the PSC ruled that ATC deviated so far from the application (for the Ozaukee project) that their application was incomplete and litigation is taking place.
j. License Applications: Nothing at this time.
k. Next regular meeting date: Wednesday, August 12, 2026 (6 pm for a special ATV ordinance-working session, and 7 pm for monthly meeting)
l. Items for next meeting: Kettleview easement, ATV/UTV ordinance work

10. Town Chair Report: Nothing to report at this time.

11. Clerk's Report: Clerk/Treasurer Klatt reported on the need to replace the original AC unit in the Town Hall (office/east side of the building), the $2,000 Election Security Subgrant, update on looking for new phone service, and possible changes to this coming years' tax collection.

12. Adjourn: **Motion by Mayer, seconded by Eisentraut, all voting in favor to adjourn,** motion carries. Time: 9:20 pm