FINAL RESOLUTION AND HIGHWAY ORDER DISCONTINUING A PORTION OF KETTLEVIEW ROAD

RESOLUTION NO. **2026 - 11** 2026/27

Town of Lyndon, Sheboygan County, Wisconsin

In the Matter of:

Discontinuance of a Portion of Kettleview Road pursuant to § 66.1003, Wis. Stats.

WHEREAS, there exists within the Town of Lyndon a portion of a town road known as Kettleview Road described as follows:

The southern 33 feet of the Northwest Quarter of Section 7, Township 14 North, Range 21 East (Part of PINs: 59010-121671 and 59010-121680).

AND

The northern 33 feet of the Southwest Quarter of Section 7, Township 14 North, Range 21 East (Part of PINs: 59010-121700 and 59010-121720).

Both parcels shown as the "Unimproved Road" on the map attached hereto as Exhibit A.

Prepared by/Return to:

Attorney Paul A. Dirkse
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Dr. #310
Sheboygan, WI 53081-3174

Fee Exempt: 77.25(2)

WHEREAS, this portion of Kettleview Road had been dedicated, conveyed and/or used for road right-of-way purposes; and

WHEREAS, this portion of Kettleview Road 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 this portion of Kettleview Road for road or road right-of-way purposes; and

WHEREAS, on August 12, 2026, the Town Board adopted an *Initial Resolution* indicating its intent to discontinue this portion of Kettleview Road as a town road; and

WHEREAS, pursuant to § 840.11, Wis. Stats., a *Notice of Lis Pendens* containing a description and map of this portion of Kettleview Road 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 timely published as a Class 3 notice, and proper notice has been served on or admitted by 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

WHEREAS, it is in the public interest to discontinue this portion of Kettleview Road as a town road;

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

1. The above-described portions of Kettleview Road, shown as the "Unimproved Road" on the map attached hereto as Exhibit A, are discontinued as a town road.

2. Pursuant to § 66.1005(1), Wis. Stats.,

   A. The southern 33 feet of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 7, Township 14 North, Range 21 East shall be merged into the adjoining parcel (PIN: 59010-121671) owned by Adam and Karie Redlich.

   B. The southern 33 feet of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section 7, Township 14 North, Range 21 East shall be merged into the adjoining parcel (PIN: 59010-121680) owned by Gene F. and Kathleen A. Bohnhoff.

   C. The northern 33 feet of the Southwest Quarter (SE¼) of Section 7, Township 14 North, Range 21 East shall be merged into the adjoining parcels (PINs: 59010-121700 and 59010-121720) owned by the State of Wisconsin Department of Natural Resources.

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: **October 14, 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: October _____, 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

LAND DIVISION & REZONE APPLICATION

Town of Lyndon, Sheboygan County
W6081 CTH N, Plymouth, WI 53073
p - 920-528-7255

Fee Required: $ 300

→ Contact Plan Commission Chair David Roll at 920-528-8918
→ Complete all sections of this form and return to Clerk's office with fee and other required documents (see section below).

NAME Dane & Robin Gudex		PHONE 480-550-1325	
ADDRESS N2997 Cty NN	CITY Cascade	ZIP 53011	
SITE ADDRESS N2997 Cty NN	CITY Cascade	ZIP 53011	
ORIGINAL PARCEL # 59010-128250	Currently Zoned R2	Acres 26.2326	

LAND DIVISION, MERGE WITH REZONE

My original parcel will become two parcels:

# of Acres to split from Original Parcel:
Remaining # of acres of Original Parcel:
Would the current zoning of Orig Parcel still apply?
☐ YES
☐ NO → Orig parcel to be rezoned to: ____
# of Acres of New Parcel:
New Parcel to be zoned:

CSM Review Application is necessary for this request! Please attach application and CSM Review fee.

I want to split off some land and merge with another:

# of Acres to split off from Original Parcel:
Remaining # of acres of Original Parcel:
Would the current zoning of Original Parcel still apply?
☐ YES
☐ NO → Original Parcel to be rezoned to: ____
Adjacent parcel land to be merged to: 59010-
Original size of adjacent parcel _____ acres.
Original zoning of adjacent parcel: ____
With merged land, new size of adjacent parcel _____ acres.
Would the current zoning of Adjacent Parcel still apply?
☐ YES
☐ NO → Adjacent Parcel to be rezoned to:

Farmland Preservation Zoning (FPZ) includes A-1, A-1-RZ, A-1-S and A-PR.
How many acres will be rezoned out of FPZ?
How many acres will be rezoned into FPZ?

REZONE ONLY

Parcel is now zoned R2, requesting to change to C2

Describe the existing and proposed use of the real estate involved: Lot 2 is a vacant parcel. Mostly woods w/wetland with a space for building. Propose to build a storage shed, 40'x40'. Krebsbach Construction. There is a driveway with new culvert. Shed to have electrical but no water/sewer.

REQUIRED DOCUMENTS FOR THIS APPLICATION

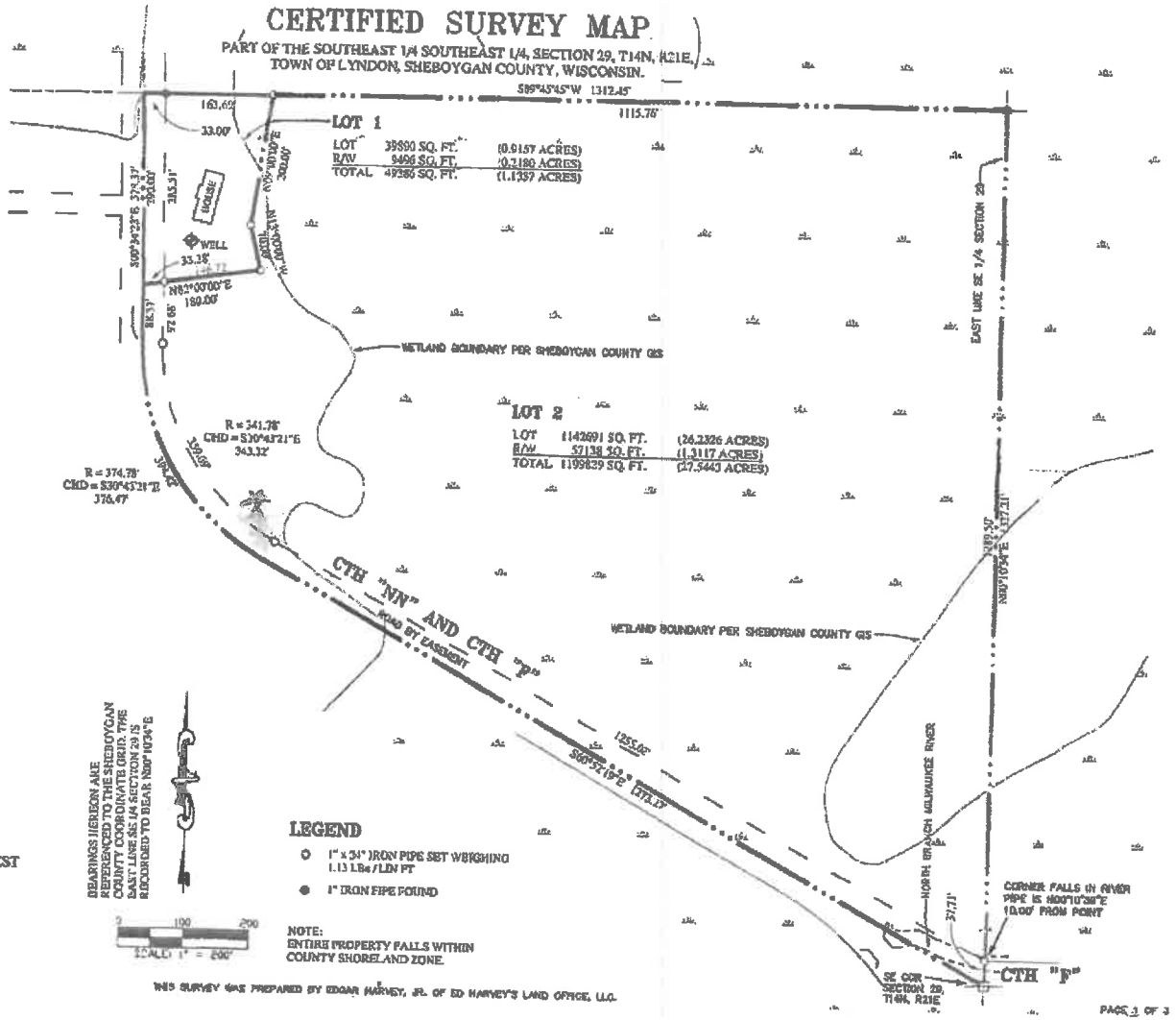
☑ Site map of parcel including, but not limited to, size, location of existing buildings, sanitary system and well,
☑ List of Owner names and mailing addresses within five hundred (500) feet of this parcel.

For Town Use Only

Date App Rec'd: 8/18/26
PC Mtg Date: 9/2/26
PC recommend to TB? Yes No
Date notice sent to Review: 9/15/26
1st Publication Date of: 9/25 10/02/26
Pub Hearing Date: 10/14/26
TB Approve? Yes No

CERTIFIED SURVEY MAP

PART OF THE SOUTHEAST 1/4 SOUTHEAST 1/4, SECTION 29, T14N, R21E,
TOWN OF LYNDON, SHEBOYGAN COUNTY, WISCONSIN.



LEGEND

- ○ 1" x 24" IRON PIPE SET WEIGHING 1.13 LBs / LIN FT
- ● 1" IRON PIPE FOUND

NOTE:
ENTIRE PROPERTY FALLS WITHIN COUNTY SHORELAND ZONE

THIS SURVEY WAS PREPARED BY EDGAR HARVEY, JR. OF ED HARVEY'S LAND OFFICE, LLC.

WISCONSIN
EDGAR HARVEY, JR. S-1489 WALDO WI
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY COMPLIES WITH CHAPTER A-E7 OF THE WISCONSIN ADMINISTRATIVE CODE AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

APRIL 8, 2026

EDGAR HARVEY, JR. WI RLS NO S-1489

LAND DIVISION & REZONE APPLICATION

Town of Lyndon, Sheboygan County
W6081 CTH N, Plymouth, WI 53073
p - 920-528-7255

Fee Required: $ 300

→ Contact Plan Commission Chair David Roll at 920-528-8918

→ Complete all sections of this form and return to Clerk's office with fee and other required documents (see section below).

NAME William DeGroff Mary Vantss-DeGroff		PHONE 920 528-7257	
ADDRESS W6744 Cty Rd N ~~Plymouth~~	CITY Plymouth	ZIP 53073	
SITE ADDRESS Same as above	CITY Plymouth	ZIP 53073	
ORIGINAL PARCEL # 59010-121721	Currently Zoned A-2	Acres 12.58	

LAND DIVISION, MERGE WITH REZONE:

My original parcel will become two parcels:	I want to split off some land and merge with another:
# of Acres to split from Original Parcel: 5.76	# of Acres to split off from Original Parcel:
Remaining # of acres of Original Parcel: 6.82	Remaining # of acres of Original Parcel:
Would the current zoning of Orig Parcel still apply?	Would the current zoning of Original Parcel still apply?
[X] YES	[ ] YES
[ ] NO→Orig parcel to be rezoned to:_____	[ ] NO → Original Parcel to be rezoned to: _____
# of Acres of New Parcel: 5.76	Adjacent parcel land to be merged to: 59010-_____
New Parcel to be zoned: A-2	Original size of adjacent parcel _____ acres.
	Original zoning of adjacent parcel: _____
CSM Review Application is necessary for this request! Please attach application and CSM Review fee.	With merged land, new size of adjacent parcel _____ acres.
	Would the current zoning of Adjacent Parcel still apply?
	[ ] YES
	[ ] NO → Adjacent Parcel to be rezoned to:

Farmland Preservation Zoning (FPZ) includes A-1, A-1-RZ, A-1-S and A-PR.

How many acres will be rezoned out of FPZ? 0
How many acres will be rezoned into FPZ? 0

REZONE ONLY:

Parcel is now zoned _____, requesting to change to _____.

Describe the existing and proposed use of the real estate involved: One parcel is current home, new parcel contains part of the orchard. No set plans at this time.

REQUIRED DOCUMENTS FOR THIS APPLICATION

Check boxes when documents are attached.

[ ] Site map of parcel including, but not limited to, size, location of existing buildings, sanitary system and well.

[ ] List of Owner names and mailing addresses within five hundred (500) feet of this parcel.

For Town Use Only			
Date App Rec'd: 8/16/26	PC Mtg Date: 9/2/26	PC recommend to TB? (Yes)	No
Date notice sent to Review: 9/15/26		For Publication Dates of: 9/25, 10/9/26	
Pub Hearing Date: 10/14/26		TB Approve? Yes	No

CERTIFIED SURVEY MAP
REVIEW APPLICATION

W6081 County Road N
TOWN of LYNDON
Plymouth, WI 53073
920-528-7255

Name of Owner(s) William DeGroff / Mary Vantss-DeGroff

Address of Owner(s) W6744 Cty Rd N Plymouth, WI

Phone # 920 528-7257

Owners Email Address madsapples@wmconnect.com

Site Address/Location W6744 Cty Rd N Plymouth, W

Site Zoning Current A-2 Proposed A-2

Tax Parcel ID # 59010121721

Name of Surveyor John DuMez Compsite Surveying

Address of Surveyor Oostburg, WI N2472 Mentink Rd

Surveyors Phone # 920 564-6812

Location of Proposed CSM Section 7 Township 14 N Range 21 E

The review process shall begin when the Town Clerk receives, in one submittal, all of the following:

1. A completed application no less than 6 days before the next Plan Commission Meeting. The Plan Commission meets on the first Wednesday of the month.

2. 10 (ten) full size copies of the proposed Certified Survey Map.

3. On the CSM, the Surveyor's Certificate shall include text certifying compliance with the Town of Lyndon Zoning Ordinances.

4. The following appropriate application fee:

CERTIFIED SURVEY MAP
REVIEW APPLICATION

Please check appropriate line(s)

_____ For a 1(one) Lot Certified Survey Map $125.00 + $50.00 deposit

__X__ For a 2(two) Lot Certified Survey Map $150.00 + $50.00 deposit

_____ For a 3(three) Lot Certified Survey Map $175.00 + $50.00 deposit

_____ For a 4(four) Lot Certified Survey Map $200.00 + $50.00 deposit

_____ CSM includes Right-of-Way Dedication to Town $100.00 + 50 deposit

5. The $50.00 deposit to be returned to applicant upon Town receiving a full size paper copy of the recorded Certified Survey Map within 30 days of the signed approval of the Lyndon Town Chairman.

William Dodd / MRA DJH
Signature of Applicant

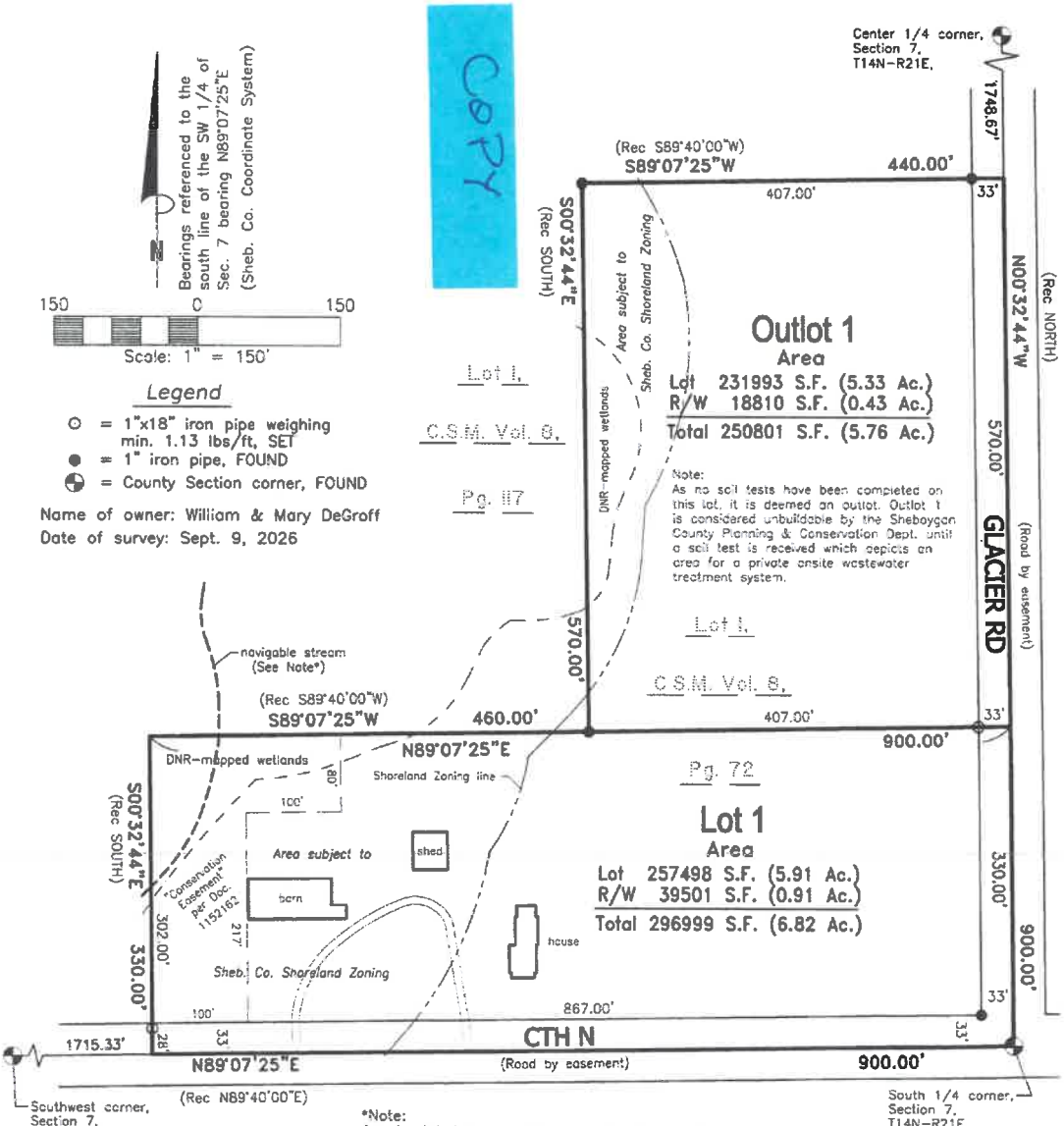
8/18/2026
Date

* * * *

CERTIFIED SURVEY MAP

A division of Lot 1 of a Certified Survey Map recorded in Volume 8, Page 72 of C.S.M.s as Document Number 1152162 located in the SE 1/4 of the SW 1/4 of Section 7, T14N-R21E, Town of Lyndon, Sheboygan County, Wisconsin.

Copy



*Note:
Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the State constitution.

WISCONSIN
JOHN M. DuMEZ
S-2267
OOSTBURG, WISCONSIN
LAND SURVEYOR
9/9/26

Campsite
Surveying & Mapping
Oostburg, WI 53070
(920) 564-6812

THIS INSTRUMENT DRAFTED BY JOHN M. DU MEZ

Path: c:\projects2\degroff_wm\dwg\degroff_wm.dwg
Project: 4870

STATE OF WISCONSIN)
§
SHEBOYGAN COUNTY)

SURVEYOR'S CERTIFICATE OF COMPLIANCE

I, John M. DuMez, Wisconsin Professional Land Surveyor, hereby certify that under the direction of William & Mary DeGroff, I have surveyed, divided, and mapped Lot 1 of a Certified Survey Map recorded in Volume 8, Page 72 of C.S.M.s as Document Number 1152162 located in the SE ¼ of the SW ¼ of Section 7, T14N-R21E, Town of Lyndon, Sheboygan County, Wisconsin. The parcel is also described as follows:

Commencing at the South Quarter corner of Section 7, T14N-R21E, said point being the southeast corner of said Lot 1 and the point of beginning; thence N00°32'44"W (recorded as NORTH) 900.00 feet to the northeast corner of said Lot 1; thence S89°07'25"W (recorded as S89°40'00"W) 440.00 feet to a northwestern corner of said Lot 1; thence S00°32'44"E (recorded as SOUTH) 570.00 feet to a northern corner of said Lot 1; thence S89°07'25"W (recorded as S89°40'00"W) 460.00 feet to a northwestern corner of said Lot 1; thence S00°32'44"E (recorded as SOUTH) to the southwest corner of said Lot 1; thence N89°07'25"E (recorded as N89°40'00"E) 900.00 feet to the point of beginning.

SAID PARCEL CONTAINS 547800 SQ. FT. (12.58 AC.) OF LAND AND IS SUBJECT TO UNRECORDED AND RECORDED EASEMENTS AND RESTRICTIONS.

I hereby certify that the map is a correct representation of all exterior boundaries of the land surveyed. I do further certify that I have fully complied with Section 236 of the Wisconsin Statutes and the Subdivision Ordinance of Sheboygan County in surveying and mapping the same.

Dated this 9th day of September, 2026.

John M. DuMez
Wisconsin P.L.S S-2267

Copy

WISCONSIN
JOHN M. DuMEZ S-2267 OOSTBURG, WISCONSIN
LAND SURVEYOR

OWNER'S CERTIFICATE

As owner(s), I (we) hereby certify that I (we) caused the land described herein to be surveyed, divided, and mapped as represented on this Certified Survey Map. I (we) also certify that this Certified Survey Map is required to be submitted to the following for approval:

Town of Lyndon
Sheboygan County Planning Department

William J. DeGroff (OWNER)

Mary A. DeGroff (OWNER)

Dated this _____ day of _____, 20_____.

CERTIFICATE OF THE TOWN OF LYNDON

This Certified Survey Map has been submitted to and approved by the Town of Lyndon.

- Town Chairperson

- Town Clerk

Dated this _____ day of _____, 20_____.

CERTIFICATE OF SHEBOYGAN COUNTY PLANNING DEPARTMENT

This Certified Survey Map has been reviewed and approved by the Sheboygan County Planning Department.

Title:

Dated this _____ day of _____, 20_____

Town of Lyndon Board of Supervisors Special Meeting Minutes

Kris Hughes Memorial Town Hall, W6081 CTH N, Plymouth
Wednesday, September 9, 2026 6:00 pm

1. Call to Order, Verification of compliance of Open Meeting Law: Chair Friedman called the meeting to order at 6:00 pm; Clerk/Treasurer Klatt confirmed the agenda was posted on the website and at the town hall on 9/08/26 at 11:25 am.

2. Roll Call:
   Members Present: Chair Friedman, Supervisors Jenny Wiskirchen, David Eisentraut, Dan Mayer, Chris Kestell
   Members Absent: none
   Others Present: DPW Steve Stuebs, Clerk/Treasurer Rhonda Klatt

3. Draft 2027 Budget Work: Clerk/Treasurer Klatt went through the budget draft, line by line, and discussion was held regarding various line items, and questions were asked/answered by the Board. No action was made at this time, and the Town Board will continue its work next month.

4. Adjourn: **Motion by Eisentraut, seconded by Mayer, all voting in favor to adjourn,** motion carries. Time: 6:50 pm

Town of Lyndon Board of Supervisors Monthly Meeting Minutes

Kris Hughes Memorial Town Hall, W6081 CTH N, Plymouth
Wednesday, September 9, 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 9/08/26 at 11:25 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, 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 August 12, 2026: **Motion by Eisentraut, seconded by Wiskirchen, all voting in favor of approving the minutes from August 12, 2026 as presented,** motion carries.

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

Account Description	Balance as of: 8/31
Tax – Checking	$ 2752.08
General Checking	$ 152,431.13

Tax – Collections	$ 92,935.54
Money Market	$ 838,836.06

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

Date	Num	Name	Memo	Paid Amount
Checking General *-204**				
08/26/2026	Debit	Quill Office Supplies	Copy paper, batteries	-75.25
08/26/2026	Debit	Quill Office Supplies	Clock for office	-77.89
08/24/2026	Debit	Trend Micro	Computer Anti-Virus software (3 computers)	-104.39
09/01/2026	Debit	Bertram Internet, formerly Mercury	Town Hall Internet	-59.99
09/09/2026	18759	Eisentraut, David M	Payroll	-269.36
09/09/2026	18760	Friedman, JoAnne L.	Payroll	-384.80
09/09/2026	18761	Henkel, Christine R	Payroll	-525.93
09/09/2026	18762	Kestell, Chris W.	Payroll	-269.36
09/09/2026	18763	Klatt, Rhonda J	Payroll	-3,831.11
09/09/2026	18764	Mayer, Daniel J	Payroll	-269.36
09/09/2026	18765	Redlich, Adam J	Payroll	-46.17
09/09/2026	18766	Roll, David M	Payroll	-46.17
09/09/2026	18767	Schiel, James	Payroll	-625.77
09/09/2026	18768	Steiner, Alan	Payroll	-313.99
09/09/2026	18769	Stuebs, Steven L.	Payroll	-5,474.41
09/09/2026	18770	Vang, Vu	Payroll	-46.17
09/09/2026	18771	Weigel, Beverly	Payroll	-46.17
09/09/2026	18772	Wiskirchen, Jennifer	Payroll	-269.36
08/19/2026	18773	Rhonda J. Klatt	Reimbursement for candy & laptop purchase	-822.84
08/24/2026	18774	VOID	VOID	0.00
09/01/2026	18775	Up North Assessments, LLC	2022-2026 Assessment Contract	-790.00
09/01/2026	18776	VOID	VOID	0.00
09/08/2026	18777	Adell First Responders	2026 Annual Support	-2,000.00
09/08/2026	18778	All American HVAC, LLC	HVAC replacement of AC & Furnace in Office	-11,363.00
09/08/2026	18779	Andre Fire Equipment	Annual Maintenance Inspection	-59.50
09/08/2026	18780	Cascade First Responders	Annual Emergency Contract	-7,500.00
09/08/2026	18781	Frontier	Town Hall landline	-119.20
09/08/2026	18782	JKH Classics, LLC	Repair left side door on DPW Service Truck	-1,065.55
09/08/2026	18783	Marco Inc	Copier maintenance contract	-102.56
09/08/2026	18784	Sheboygan County Treasurer	60021	-5,024.74
09/08/2026	18785	T-Mobile	Cellphones	-72.13
09/08/2026	18786	Town Web Design, LLC	Annual Hosting & Website Fees; Email Fee	-2,354.00
09/08/2026	18787	Village of Cascade	August 2026 Police Patrol	-675.00
09/08/2026	18788	Waldo Oil Company	August 2026 Truck Fuels	-320.38
09/08/2026	18789	WE Energies	Electric	-184.22
09/09/2026	18790	Schiel, Jim	August Sanitary Mileage	-72.50

09/09/2026	18791	Al Steiner - PC, Misc	PA Mileage, August 2026	-168.20
09/09/2026	18792	Cascade Fire Department	2026 Annual Support	-49,500.00
09/09/2026	18793	Waldo Fire Department	2026 Annual Support	-49,500.00
			Total Checking General ***-204	-144,429.47

7. Reports of Town Committees:
   a. Permit Agent: Permit Agent Al Steiner not in attendance; no action taken.
   b. Plan Commission: PC Chair Roll not in attendance; no action taken.
   c. Dept. of Public Works: Discussion was held on what could happened with the weed spraying issue from last month where some soybeans were affected. No further action taken at this time.
   d. Finance: The Board has begun work on the draft 2027 budget.
   e. Cemetery: Nothing to report on at this time.

8. Public Comment *(Three (3) minute time limit per person)*: Comments were heard from Resident Thomas Ward in support of Supervisor Kestell, and Resident Beverly Weigel not in support of Supervisor Kestell. Residents Kimberly Kuehl, Kristi Pietsch-Sorenson, Jack Woodland, James Peter and Kate Pearce all spoke on ATV/UTV issues. Clerk/Treasurer Klatt read an email from Resident David Roll in regards to the Town Supervisor residency issue.

9. New Business:
   a. New Road Agreement with Town of Lima for Mill Road and Center Street: Waiting on a new draft from the Town of Lima, no action taken at this time.
   b. Administrative Policy, possible amendment for legal contact/communications: **Motion by Eisentraut, seconded by Mayer, all voting in favor of Clerk/Treasurer Klatt adding "Plan Commission Chair" into the section entitled "REQUEST FOR LEGAL COUNSEL BY TOWN BOARD OF SUPERVISORS" and to re-organize the entire document for easier reading,** motion carries. The amended policy shall be considered for approval at the next meeting.
   c. Designate remaining 2025 surplus of $4,854: **Motion by Wiskirchen, seconded by Mayer, all voting in favor of allocating the 2025 surplus of $4,854 to Town Hall Maintenance,** motion carries.
   d. Estimate from Sheboygan County Highway Dept for structure/culvert replacement on Silver Sands Rd: **Motion by Kestell, seconded by Eisentraut, all voting in favor of accepting the estimate from Sheboygan County Highway Department for structure/culvert replacement on Silver Sands Road in the amount of $11,061,** motion carries.
   e. 2027 Intergovernmental Cooperative Agreement, if available: Item not yet available; no action taken.
   f. Vacation of Kettleview easement: Plan Commission's recommendation: **In the PC Chair's absence, Clerk/Treasurer Klatt reported that at last week's PC meeting, the commission moved to recommend to the Town Board that it is in the public's interest to proceed with the vacation.**
   g. ATV/UTV Ordinance & route/map work: **Motion by Eisentraut, seconded by Mayer, all voting in favor of Clerk/Treasurer Klatt submit the county road application and present the final draft of the ordinance next month,** motion carries.
   h. Barbara Drewry-Zimmerman, Request to donate/display historical pictures in the Town Hall: Item postponed until October when a committee can be formed to help with the displays.
   i. Moratorium for data centers: **Motion by Eisentraut, seconded by Kestell, all voting in favor of moving forward with a resolution prepared by the Town Attorney for a moratorium for data centers,** motion carries.
   j. License Applications: Nothing at this time.

k. ATC Update: Nothing new to report.

l. Town Board Supervisor Kestell residency update: Supervisor Kestell read the following statement to all those in attendance; no action taken at this time.

Good evening, Town of Lyndon constituents and fellow Town Supervisors,

I want to make a clear, formal statement regarding my current and future residency plans as they relate to my service as an elected official. My goal is to provide accurate information directly to you and avoid misinformation or speculation that can spread through word of mouth.

As many of you know, ATC has installed a 138kV transmission line directly in front of my home, also affecting multiple other resident properties in the Towns of Lyndon and Mitchell. Due to the line's proximity to my residence, along with the associated easement area, I do not feel it is safe for my family, particularly for raising small children. I have not spoken with any constituent or community member who would feel comfortable living with a high-voltage transmission line located approximately 20 feet from their home, especially with the easement extending into the residence.

For context, my home is a third-generation property. I purchased it from my grandmother in 2008, and since then I have invested thousands of hours of work and significant personal expense to make it our family's long-term home. My wife and I are deeply disappointed that we do not feel safe continuing to live there while we plan for a new home on another part of our land within the Town of Lyndon.

Despite these circumstances, I want to be very clear: my responsibilities as a Supervisor will not change. We co-own and operate over 350 acres of land in the Town of Lyndon, and our dairy farms will continue to operate here. Over the past 1.5 years as Board Supervisor, I have consistently worked to ensure constituents are heard on a wide range of issues. I have also pursued additional education to better represent the Town of Lyndon moving forward. I serve as Vice Chair for the Wisconsin Towns Association, I am a delegate for Farm First, and I have lived in this town for nearly 50 years. I will continue to be actively involved in Town affairs to ensure our constituents receive strong, effective representation. If anyone has concerns, questions, or simply wants to discuss this directly, I encourage you to reach out to me anytime.

Regarding where I will sleep at night: we have purchased a home in Plymouth, approximately eight minutes from our current residence here in the Town of Lyndon. We are in the process of moving, however due to schedules, farming and other events, we have not moved yet. Our plan is to do so in the next few months. Currently, we are not selling our residence in the Town of Lyndon because it remains in litigation with ATC. We will need to wait until court proceedings are finalized before making decisions about the property. In the meantime, we are working through the planning process for a new home on our land within the Town of Lyndon. Unfortunately, timelines are uncertain due to permitting, building requirements, and rising costs.

Thank you for your understanding and thank you for the opportunity to serve the Town of Lyndon.

Respectfully,
Chris Kestell
920-838-3661

m. Next regular meeting date: Wednesday, October 14, 2026

n. Items for next meeting: Town hall committee appointments, Kettleview easement vacation, land division, rezone and CSM applications, assessor contract, moratorium, intergovernmental agreement, road agreement

10. Town Chair Report: Chair Friedman reported that the Town of Scott is updating their comprehensive plan, and spoke of her booth at the county fair.

11. Clerk's Report: Well testing will be coming sometime in January, and the office will be closing early on October 7th for tax collection training.

12. Adjourn: **Motion by Mayer, seconded by Eisentraut, all voting in favor to adjourn,** motion carries. Time: 8:21 pm

October Treasurer's Report

Acct #	Description	Minimum Balance at all times	Beginning Balance	Debits	Credits	Ending Balance, as of: 9/30
102-495	**Tax - Checking**	*$750*	**$2,752.08**		*$0.56*	**$2,752.64**
100-204	**General Checking**	*$750*	**$152,431.13**	*-$99,115.09*	*$200,051.96*	**$253,368.00**
111-471	**Tax - Collections**	*$2,500*	**$92,935.54**		*$133.68*	**$93,069.22**
111-493	**Money Market**	*$2,500*	**$838,836.06**	*-$200,000.00*	*$24,601.84*	**$663,437.90**
	Daily Operations		*$637,626.07*	*-$204,854.00*	*$3,085.84*	*$435,857.91*
	Real Estate Assessment		*$14,359.00*			*$14,359.00*
	Town Hall Maintenance		*$3,202.60*		*$4,854.00*	*$8,056.60*
	Parks & Recreation		*$9,735.88*			*$9,735.88*
	Cemetery		*$13,918.39*			*$13,918.39*
	DPW Equipment Fund		*$48,751.59*			*$48,751.59*
	DPW Real Estate		*$30,906.46*			*$30,906.46*
	DPW Blacktopping		*$58,819.07*			*$58,819.07*
	Co Sales Tax - Bueberry		*$21,517.00*		*$21,516.00*	*$43,033.00*
			$1,086,954.81	-$503,969.09	$254,243.88	$1,012,627.76
						$0.00

Town of Lyndon
BD MTG - Budget to Date
January through December 2026

	Jan - Dec 26	Budget	$ Over Budget
Ordinary Income/Expense			
Income			
Taxes			
General Property Tax	575,928.07	575,928.00	0.07
Mobile Home Fees	1,513.23	1,450.00	63.23
Managed forest land taxes	5,124.48	3,500.00	1,624.48
Total Taxes	582,565.78	580,878.00	1,687.78
Intergovernmental Revenues			
County & Municipal Aid	3,685.86	24,572.00	-20,886.14
Utility Aid	290.86	1,939.00	-1,648.14
Supplemental County & Muni Aid	8,861.65	59,078.00	-50,216.35
Personal Property Aid	1,574.94	1,578.00	-3.06
2% Fire Dues	10,783.73	10,000.00	783.73
Exempt Computer Aid	286.84	287.00	-0.16
General Transportation Aid	66,825.96	89,101.00	-22,275.04
Road Improvement TRIP Grant	13,739.95		
PILT-State Cons Land, s.70.113	2,636.49	2,600.00	36.49
FCL/MFL, s. 77.05, s.77.85	95.72		
PILT-State Cons Land, s 70.114	5,861.44	5,800.00	61.44
Grant from County, 1/2% Tax	43,033.00	43,033.00	0.00
Total Intergovernmental Revenues	157,676.44	237,988.00	-80,311.56
License and Permits			
Beer and Liquor Licenses	850.00	850.00	0.00
Operators Licenses	675.00	750.00	-75.00
Campground Licenses	200.00	200.00	0.00
Mobile Home License	100.00	100.00	0.00
Dog Licenses Retained	0.00	350.00	-350.00
Building Permits	13,694.00	10,000.00	3,694.00
Sludge Permits	100.00	100.00	0.00
Zoning/Variances/CUP	1,300.00	1,500.00	-200.00
Total License and Permits	16,919.00	13,850.00	3,069.00
Fines, Forfeits and Penalties			
Court Fines & Costs	263.62	100.00	163.62
Dog License Penalties	45.00	100.00	-55.00
Total Fines, Forfeits and Penalties	308.62	200.00	108.62
Public Charges for Services			
Clerk's Fees. Copies, SpAssess	524.62	500.00	24.62
Liquor Publication Fee	60.00	60.00	0.00
Legal Expense Reimbursement	2,424.00		
Certified Survey Map	750.00	150.00	600.00
Road Materials & Services	866.55		
Total Public Charges for Services	4,625.17	710.00	3,915.17
Miscellaneous Revenues			
Interest on Investments	20,241.91	18,000.00	2,241.91
Town Hall Rental	1,050.00	250.00	800.00
Sale of Equipment	400.00		
Miscellaneous Income	2.00	100.00	-98.00
Miscellaneous Revenues - Other	3.52		
Total Miscellaneous Revenues	21,697.43	18,350.00	3,347.43
Total Income	783,792.44	851,976.00	-68,183.56
Gross Profit	783,792.44	851,976.00	-68,183.56
Expense			
General Government			
Town Board			

Town of Lyndon
BD MTG - Budget to Date
January through December 2026

	Jan - Dec 26	Budget	$ Over Budget
Town Board Salary	14,250.15	20,454.00	-6,203.85
Seminars & Meetings	225.00	2,000.00	-1,775.00
Publishing and Printing	170.90	500.00	-329.10
Town Dues & Membership Expenses	1,826.00	2,100.00	-274.00
Supplies/Expenses/Memorial/Gift	441.68	250.00	191.68
Town Web Site	2,354.00	3,380.00	-1,026.00
Total Town Board	19,267.73	28,684.00	-9,416.27
Legal			
Town Legal Expense	6,237.50	15,000.00	-8,762.50
Total Legal	6,237.50	15,000.00	-8,762.50
General Administration			
Clerk/Treas - Salary	48,069.97	64,000.00	-15,930.03
Clerk/Treas - Education	225.00	500.00	-275.00
Clerk/Treas - Mileage	0.00	200.00	-200.00
Deputy C/T - Wages	5,384.75	10,000.00	-4,615.25
Office Supplies	952.15	2,000.00	-1,047.85
Office Equipment Maint. / Lease	1,349.05	1,300.00	49.05
Postage and Shipping	0.00	750.00	-750.00
Computers - Repair, Maintenance	721.60	1,000.00	-278.40
Computers - Software	208.78	250.00	-41.22
Bank and Other Fees	0.00	15.00	-15.00
Poll Workers	2,614.50	4,800.00	-2,185.50
Election Supplies & Expense	1,193.04	4,000.00	-2,806.96
Total General Administration	60,718.84	88,815.00	-28,096.16
Financial Administration			
Auditor	9,200.00	9,200.00	0.00
Assessor - Contract	7,480.62	9,480.00	-1,999.38
Assessor - Supplies and Expense	0.00	200.00	-200.00
Manufacturing Assessment Fee	0.00	250.00	-250.00
Tax Collection Fees	1,733.53	1,900.00	-166.47
Total Financial Administration	18,414.15	21,030.00	-2,615.85
General Buildings - Town Hall			
Town Hall - Wages	0.00	100.00	-100.00
Town Hall - LP Gas	1,107.92	2,500.00	-1,392.08
Town Hall - Electricity	1,050.31	1,800.00	-749.69
Town Hall -Telephone & Internet	1,463.77	1,700.00	-236.23
Town Hall -Supplies/Maintenance	19,430.37	2,000.00	17,430.37
Total General Buildings - Town Hall	23,052.37	8,100.00	14,952.37
Insurance			
Property & Liability Insurance	21,039.94	21,000.00	39.94
Workers Comp Insurance	1,553.00	2,000.00	-447.00
Bonds	0.00	500.00	-500.00
Total Insurance	22,592.94	23,500.00	-907.06
Employee Benefits			
Medicare	2,348.18	2,019.00	329.18
Social Security	10,040.43	8,633.00	1,407.43
WRS Expense	8,223.57	10,022.00	-1,798.43
Total Employee Benefits	20,612.18	20,674.00	-61.82
Total General Government	170,895.71	205,803.00	-34,907.29
Public Safety			
Law Enforcement			
Police Protection - Cascade	5,022.50	7,920.00	-2,897.50

Town of Lyndon
BD MTG - Budget to Date
January through December 2026

	Jan - Dec 26	Budget	$ Over Budget
Total Law Enforcement	5,022.50	7,920.00	-2,897.50
Fire Protection			
Fire Protection - Cascade	99,000.00	99,000.00	0.00
Fire Protection - Waldo	99,000.00	99,000.00	0.00
Fire Protection - 2% Fire Dues	10,783.73	10,000.00	783.73
Total Fire Protection	208,783.73	208,000.00	783.73
Ambulance Services			
First Responders - Adell	2,000.00	2,000.00	0.00
First Responders - Cascade	7,500.00	7,500.00	0.00
Total Ambulance Services	9,500.00	9,500.00	0.00
Inspections			
Permit Agent - Wages	1,730.00	2,500.00	-770.00
New Home Inspector - Wages	6,000.00	5,000.00	1,000.00
Electrical Inspector - Wages	1,840.00	1,000.00	840.00
Plumbing Inspector - Wages	1,950.00	1,000.00	950.00
All Inspections - Supplies/Exp	553.95	1,000.00	-446.05
Total Inspections	12,073.95	10,500.00	1,573.95
Total Public Safety	235,380.18	235,920.00	-539.82
Public Works			
Highway and Street Maintenance			
Salary and Wages			
DPW - Salary	56,696.22	75,235.00	-18,538.78
Health Ins Stipend	9,000.00	12,000.00	-3,000.00
Road Maint. Wages	225.00	1,000.00	-775.00
Snow Plowing Wages	3,442.50	3,000.00	442.50
Brush Cutting Salary	1,155.00	2,200.00	-1,045.00
Equipment Maint. Salary	3,285.00	4,000.00	-715.00
Roadside Maintenance Wages	1,305.00	2,000.00	-695.00
Signs Salary	480.00	600.00	-120.00
Total Salary and Wages	75,588.72	100,035.00	-24,446.28
Road Maintenance Expense			
Road Maintenance	5,484.27	4,000.00	1,484.27
Roadside Clean-Up, Brush	2,443.98	800.00	1,643.98
Crack Sealing	10,000.00	15,000.00	-5,000.00
Sand and Salt	13,378.94	22,000.00	-8,621.06
Signs and Markings	672.99	2,000.00	-1,327.01
Private Work - culverts	2,175.45	4,000.00	-1,824.55
Tree and Brush Control	105.69	500.00	-394.31
Total Road Maintenance Expense	34,261.32	48,300.00	-14,038.68
Equipment Maintenance			
Parts, Supplies and Repairs	4,828.86	19,000.00	-14,171.14
Fuel	5,898.49	12,000.00	-6,101.51
Total Equipment Maintenance	10,727.35	31,000.00	-20,272.65
DPW - Shed Expenses			
DPW Shed - Maintenance & Repair	790.45	2,000.00	-1,209.55
DPW Shed - LP Gas	1,616.20	3,500.00	-1,883.80
DPW Shed - Electricity	811.90	1,500.00	-688.10
DPW Shed - Cell Phone	1,221.16	1,800.00	-578.84
DPW Shed - Sani. Maint. Fee	16.50	17.00	-0.50
DPW Shed - Supplies	524.69	1,000.00	-475.31
Total DPW - Shed Expenses	4,980.90	9,817.00	-4,836.10
DPW - Office Expense			
DPW - Publication	0.00	500.00	-500.00
DPW - Education	560.51	1,000.00	-439.49

Town of Lyndon
BD MTG - Budget to Date
January through December 2026

	Jan - Dec 26	Budget	$ Over Budget
DPW - Mileage	0.00	100.00	-100.00
Total DPW - Office Expense	560.51	1,600.00	-1,039.49
Total Highway and Street Maintenance	126,118.80	190,752.00	-64,633.20
Total Public Works	126,118.80	190,752.00	-64,633.20
Health and Human Services			
Aging			
Adell Senior Citizen Center	150.00	150.00	0.00
Total Aging	150.00	150.00	0.00
Cemetery			
DPW Cemetery - Wages	210.00	100.00	110.00
DPW Cemetery -Supplies/Expenses	3,099.70	150.00	2,949.70
Total Cemetery	3,309.70	250.00	3,059.70
Total Health and Human Services	3,459.70	400.00	3,059.70
Culture and Recreation			
Recreational Programs & Events			
Cascade Athletic Club	250.00	250.00	0.00
Total Recreational Programs & Events	250.00	250.00	0.00
Recreational Facilities			
Lake Ellen Association	250.00	250.00	0.00
Tend Buoy - Supplies/Expenses	0.00	250.00	-250.00
Total Recreational Facilities	250.00	500.00	-250.00
Total Culture and Recreation	500.00	750.00	-250.00
Conservation and Development			
Plan Commission			
Plan Commission - Wages	3,220.00	3,600.00	-380.00
Comp Plan Ad Hoc Committee	475.00		
Plan Commission - Expenses	2,502.49	200.00	2,302.49
Total Plan Commission	6,197.49	3,800.00	2,397.49
Board of Appeals			
Board of Appeals - Wages	125.00	250.00	-125.00
Board of Appeals - Expenses	142.08	50.00	92.08
Total Board of Appeals	267.08	300.00	-32.92
Total Conservation and Development	6,464.57	4,100.00	2,364.57
Capital Outlay			
TH Outlay - Furniture/Equipment	0.00	500.00	-500.00
TH Outlay - Generator/Expense	688.09	500.00	188.09
DPW Outlay - Sealcoat	0.00	110,000.00	-110,000.00
DPW Outlay - Blacktop	9,231.75	100,000.00	-90,768.25
DPW Outlay - Culverts	0.00	3,148.00	-3,148.00
Total Capital Outlay	9,919.84	214,148.00	-204,228.16
Other Financing Uses	0.00	100.00	-100.00
Total Expense	552,738.80	851,973.00	-299,234.20
Net Ordinary Income	231,053.64	3.00	231,050.64
Other Income/Expense			
Other Income			
SD Reimbursement			
SD Mileage Reimbursement	435.00		

Town of Lyndon
BD MTG - Budget to Date
January through December 2026

	Jan - Dec 26	Budget	$ Over Budget
Total SD Reimbursement	435.00		
Total Other Income	435.00		
Other Expense			
Sanitary District			
Sanitary District Wages	902.22		
Sanitary District Mileage	750.70		
Total Sanitary District	1,652.92		
Total Other Expense	1,652.92		
Net Other Income	-1,217.92		
Net Income	**229,835.72**	**3.00**	**229,832.72**

Town of Lyndon
Check Detail
October 1 - 7, 2026

Type	Date	Name	Memo	Original Amount
Check	**10/01/2026**	**Up North Assessments, LLC**	**2022-2026 Assessment Contract**	**-790.00**
			2022-2026 Assessment Contract	790.00
TOTAL				790.00
Check	**10/07/2026**	**Schiel, Jim**	**September Sanitary Mileage**	**-98.20**
			Includes $3.50 for July, $3.50 for A...	98.20
TOTAL				98.20
Check	**10/07/2026**	**Al Steiner - PC, Misc**	**Spetember PA Mileage**	**-41.74**
			Spetember PA Mileage	41.74
TOTAL				41.74
Check	**10/07/2026**	**Rhonda J. Klatt**	**Mileage - WTA Convention 10/4-...**	**-218.88**
			Mileage - WTA Convention 10/4-6,...	218.88
TOTAL				218.88

Town of Lyndon
Unpaid Bills Detail
As of October 7, 2026

Type	Date	Num	Memo	Open Balance
Gibbsville Implement, Inc.				
Bill	09/24/2026	49791A	Lawn mower repairs	237.90
Total Gibbsville Implement, Inc.				237.90
Hopp Nuemann Humke LLP				
Bill	08/17/2026	4705	General Legal expenses	199.50
Bill	08/17/2026	4704	Lake Ellen Ct. vacation legal expense	552.00
Bill	08/17/2026	4701	Legal expense - SunVest Solar	264.00
Bill	09/18/2026	4903	General legal expenses	317.00
Bill	09/21/2026	4907	Kettleview Easement vacation (Redl...	1,100.00
Total Hopp Nuemann Humke LLP				2,432.50
Marco Inc				
Bill	09/23/2026	INV15744095	Quarterly usage fees (contract)	59.93
Bill	09/24/2026	INV15751646	Copier maintenance contract	110.29
Total Marco Inc				170.22
Sheboygan County Treasurer				
Bill	06/30/2026	232		778.27
Bill	07/31/2026	311	Marking, Signage, Winooski Rd	10,571.23
Bill	09/17/2026	2619	Lyndon Fall Dog Tags	54.50
Total Sheboygan County Treasurer				11,404.00
Village of Cascade				
Bill	09/08/2026	10600	August 2026 Police Patrol Hours	720.00
Total Village of Cascade				720.00
Waldo Oil Company				
Bill	09/30/2026	87887	Grease	94.00
Total Waldo Oil Company				94.00
WE Energies				
Bill	09/29/2026	8/28-9/28/26 TH	Town Hall Electric	89.68
Bill	09/29/2026	8/28-9/28/26 D...	DPW Shed electric	55.44
Total WE Energies				145.12
TOTAL				**15,203.74**

October

Employee Name	Insurance Stipend	Gross Wages Subtotal	WRS Retirement 7.2%	Total Gross Wages	Federal Withholding	Social Security	Medicare	State Withholding	Total Deductions	Net Paycheck
Buchholz, Larry	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Dulmes, David	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Eisentraut, David	$ -	$ 291.67	$ -	$ 291.67		$ 18.08	$ 4.23		$ 22.31	$ 269.35
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Friedman, JoAnne	$ -	$ 416.67	$ -	$ 416.67		$ 25.83	$ 6.04		$ 31.88	$ 384.79
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Goodine, Dan	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Henkel, Christine	$ -	$ 374.00	$ -	$ 374.00		$ 23.19	$ 5.42		$ 28.61	$ 345.39
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Kestell, Chris	$ -	$ 291.67	$ -	$ 291.67		$ 18.08	$ 4.23		$ 22.31	$ 269.35
Klatt, Rhonda	$ -	$ 5,333.33	$ 384.00	$ 4,949.33	$ 510.69	$ 330.67	$ 77.33	$ 229.14	$ 1,147.83	$ 3,801.50
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Mayer, Dan	$ -	$ 291.67	$ -	$ 291.67		$ 18.08	$ 4.23		$ 22.31	$ 269.35
Mullikin, Dan	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Redlich, Adam	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Reichardt, Brett	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Roll, David	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Roll, Kelly	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Schiel, James	$ -	$ 978.00	$ -	$ 978.00		$ 60.64	$ 14.18		$ 74.82	$ 903.18
Steiner, Alan	$ -	$ 170.00	$ -	$ 170.00		$ 10.54	$ 2.47		$ 13.01	$ 157.00
Stuebs, Steve	$ 1,000.00	$ 7,299.58	$ 525.57	$ 6,774.01	$ 449.58	$ 452.57	$ 105.84	$ 291.61	$ 1,299.61	$ 5,474.41
Unger, John	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Vang, Vu	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Weigel, Beverly	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Zimmermann, Ray	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Wiskirchen, Jennifer	$ -	$ 291.67	$ -	$ 291.67		$ 18.08	$ 4.23		$ 22.31	$ 269.35
	$ 1,000.00	**$ 15,738.25**	**$ 909.57**	**$ 14,828.68**	**$ 960.27**	**$ 975.77**	**$ 228.20**	**$ 520.75**	**$ 2,685.00**	**$ 12,143.68**

Gmail

Rhonda Klatt <clerk@lyndonshebcowi.gov>

Extraterritorial Zoning-Village of Waldo/Town of Lyndon

1 message

Village of Waldo Clerk <clerk@villageofwaldo.wi.gov> Thu, Sep 17, 2026 at 12:18 PM
To: clerk <clerk@lyndonshebcowi.gov>
Cc: Travis Thomas <travis.thomas@villageofwaldo.wi.gov>

Hi Rhonda,

I'm reaching out regarding extraterritorial zoning between the Village of Waldo and the Town of Lyndon.

At Monday night's Village Board meeting, the Board discussed whether the Village should move forward with establishing extraterritorial zoning under Wis. Stat. § 62.23(7a). Before the Village adopts the resolution and interim ordinance necessary to begin that process, the Board asked me to reach out to you to see whether the Town of Lyndon Board would be willing to participate.

If the Village and Town move forward, a Joint Extraterritorial Zoning Committee would be established consisting of three representatives from the Village of Waldo and three representatives from the Town of Lyndon. The committee would work together on the extraterritorial zoning plan and regulations for the designated area within the Town.

The Village began looking into this following recent land-use discussions in the area and as part of considering how development immediately surrounding Waldo may affect the Village's future growth and planning. The intent would be for the Village and Town to work together on land-use decisions within the agreed-upon extraterritorial area rather than for the Village to make those decisions independently.

Would you be willing to bring this to the Town Board to see whether they would be interested in participating in the joint extraterritorial zoning process with Waldo? At this point, the Village is simply trying to determine whether Lyndon is willing to move forward before Waldo formally adopts its resolution and interim ordinance.

Please let me know if the Board would like any additional information from us when discussing it.

Thank you!

Lisa Gillette
Clerk/Treasurer
810 W 2nd St.,
PO Box 202, Waldo WI 53093
920-528-8121
Office hours:

- Monday & Tuesday- 8am-4pmWednesday-ClosedThursday-10am-6pmFriday-8am-4pm

www.villageofwaldo.com
Visit us on Facebook

2026 Election:

- **November 3, 2026, General Election**

Register to vote, request an absentee ballot, see what is on your ballot, & more at: www.myvote.wi.gov

Elected Officials: In order to comply with Open Meeting Act Requirements, please **limit any reply to *only*** the sender of this electronic communication. Please be aware that written communication, emails, and faxes are generally considered open public records.

LEGAL OPINIONS



By Atty. Carol Nawrocki
Assistant Director

Extraterritorial Zoning and Extraterritorial Plat Approval Authority

Q. What is extraterritorial zoning?

A. Those towns that live near cities and villages may have heard of such municipalities possessing some sort of "extraterritorial" power. There are two types of extraterritorial powers that may be exercised: extraterritorial zoning and extraterritorial plat review. First, let's review extraterritorial zoning jurisdiction under Wis. Stat. § 62.23(7a). Any city or village that has a plan commission and has adopted a zoning ordinance may attempt to exercise extraterritorial zoning jurisdiction. First, second, and third class cities may exercise extraterritorial zoning within 3 miles of their corporate limits. Fourth class cities and villages may exercise extraterritorial zoning within 1 1/2 miles beyond their corporate limits.

Three major steps are involved in the adoption of an extra territorial zoning ordinance. First the governing body of the city or village adopts and publicizes a resolution which establishes its intent to exercise its zoning authority within all or part of its extraterritorial jurisdiction. Next, the city or village directs its plan commission to formulate tentative recommendations for the extraterritorial district plan and regulations. The hearings, recommendations, and decisions regarding the final zoning plan are made and conducted by a joint extraterritorial zoning committee. The joint committee is composed of three city or village representatives and three members from each of the towns included within the area proposed to be zoned. Once tentative recommendations for the district plan and regulations are formulated, there must be a properly noticed public hearing. However, the city or village may not adopt the proposed plan and regulations, or amendments thereto, unless they receive a favorable vote of a majority of the six members of the joint committee. If the extraterritorial zoning committee gives its approval, the city or village may adopt the regulations as received or request that the joint committee approve changes (and have another properly noticed hearing, etc.) before the final plan and regulations may be adopted. If the joint committee fails to approve the proposed plan and regulations (or amendments thereto), the city or village's attempt to exercise extraterritorial zoning fails, for the time being.

A city or village that adopts a resolution to exercise extraterritorial zoning may adopt an interim extraterritorial zoning ordinance. The interim ordinance freezes existing zoning or uses in the area during the period in which the extraterritorial ordinance is being prepared. An interim zoning ordinance is valid for 18 months after its enactment and may be extended for another year if the joint committee recommends doing so. No other interim zoning ordinance may be enacted affecting the same area or part thereof until five years after the date of the expiration of the interim zoning ordinance. Wis. Stat. § 62.23(7a)(b).

Q. How does a city or village exercise extraterritorial plat approval jurisdiction?

A. In addition to extraterritorial zoning, cities and villages may also exercise extraterritorial plat approval jurisdiction. The geographical limits for extraterritorial plat review are the same as for extraterritorial zoning jurisdiction. However, there are key differences in the process for exercising extraterritorial plat

review. Extraterritorial plat approval jurisdiction applies automatically if the city or village adopts a subdivision ordinance or official map. The town does not have any input in the matter and is not required to approve the city or village's subdivision ordinance. A city or village may waive its authority to approve plats within its extraterritorial plat approval jurisdiction by adopting a resolution to that effect and filing it with the register of deeds. Wis. Stat. § 236.10(5). If a city or village is exercising its extraterritorial plat approval jurisdiction, the city or village must approve of the final plat before it can be recorded. Wis. Stat. § 236.10(1)(b). Since the town and county might also have subdivision ordinances in place, if there is a conflict between the requirements, the proposed subdivision must comply with the most restrictive requirements. Wis. Stat. § 236.13(4).

Q. Can a city or village use its extraterritorial plat approval authority to control the use of land in its extraterritorial area?

A. No, they cannot. Towns that have been following this issue over the years may remember that this general rule was initially created by a Wisconsin Court of Appeals case, *Gordie Boucher Lincoln-Mercury Madison, Inc. v. City of Madison Plan Commission*, 178 Wis. 2d 74, 503 N.W.2d 265 (Ct. App. 1993). Ten years later, the Wisconsin Supreme Court overruled *Gordie Boucher* when it issued a decision finding the opposite in *Wood v. City of Madison*, 2003 WI 24, 260 Wis. 2d 71, 659 N.W.2d 31.

The *Wood* decision prompted the Wisconsin Towns Association to lobby for legislative change. Our lobbying efforts resulted in 2009 Act 399 which created Wis. Stat. § 236.45(3)(b), a statute which definitively states that a municipality cannot deny an extraterritorial plat approval based on land use. Thus, the current law is that a city or village may not use its extraterritorial plat approval authority to impose land use regulations. Land use regulations must be done in conjunction with the neighboring town(s) through extraterritorial *zoning*, as described above. Section 236.45(3)(b) was put to the test in *Lake Delavan Property Co.. LLC. v. City of Delavan*, 2014 WI App 35. In that case, the City amended its subdivision ordinance to restrict land division within its extraterritorial jurisdiction to a density of no more than one lot per thirty-five acres of land and a minimum lot size of one acre. When challenged, the City argued it was simply applying its density restrictions when it failed to approve a proposed plat in its extraterritorial area. The property owner maintained that the City wanted to keep a ring of land adjacent to its borders agricultural in nature and that the thirty-five acre density restriction was designed to do just that. The Court of Appeals agreed with the property owner and found that the City's density restriction was an attempt to use its extraterritorial plat approval authority to supersede the residential county zoning that was already in place. The court noted that ch.236 does not permit a city or village to enact density restrictions that are so extreme as to effectively veto the zoned residential use of land. This decision is an important one for towns as it helps clarify the limits associated with extraterritorial plat approval authority.

Q. Does a city or village *have* to exercise its extraterritorial plat approval authority?

A. No. Under Wis. Stat. § 236.10(5), any municipality may waive its right to approve plats within any portion of its extraterritorial plat approval jurisdiction by adopting a resolution and recording it with the register of deeds along with a map or metes and bounds description of the area outside its corporate boundaries within which it shall approve plats. The municipality may rescind this waiver at any time by adopting a resolution and recording it with the register of deeds.

10/1/2026

Dear Town of Lyndon Board Members

The Waldo Fireflies 4H club is requesting the use of the Lyndon Town Hall, free of charge, for their club meetings. The club meets the second Monday of each month from October - September at 6:30pm. At the meetings the business of our club will be conducted. In addition to our club business we often have snacks, games, or demonstrations. We will clean up after ourselves and leave the space in the same condition as we found it. We chose the Lyndon Town Hall because there is plenty of room for our members, it is a warm and bright, inviting space and many of our members live in the town of Lyndon so it is a close location for everyone to gather.

Thank you for your consideration,
The Waldo Fireflies 4H Club

SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT
OFFICE OF THE SHERIFF

Matthew A. Spence, Sheriff
Corey Norlander, Inspector

Phone: (920) 459-3112 *FAX: (920) 459-4305*

October 1, 2026

Dear Mayor, Chairman or President:

Every December the Sheboygan County Sheriff's Office completes Joint Powers Agreements for each City, Village and Town municipality.

Please sign the attached agreement and return a copy to me by December 15, 2026. The agreement has to be filed with the State of Wisconsin in January. If you would kindly put these on your agenda as soon as possible to ensure that we can file them on time.

Please email or mail the signed copy to:

Sheriff Matt Spence
Sheboygan County Sheriff's Department
525 North 6th Street
Sheboygan, WI 53081
matthew.spence@sheboygancounty.com

This year the copy is signed by me, so you can use this copy after you sign it.

Thank you for your time in this matter.

Sincerely,

Matthew Spence
Sheriff

JOINT POWERS AGREEMENT
COUNTY 911 EMERGENCY SYSTEM

WHEREAS, Sheboygan County and the municipalities located within the boundaries of Sheboygan County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35 (9), Wis. Stats., "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Sheboygan County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Sheboygan County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements, and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the Town/City/Village of T-Lyndon, "municipality," as follows:
(Name of Town, City, Village)

1. That effective January 1, 2027, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2027.

2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c) Wis. Stats.

SHEBOYGAN COUNTY

By: _____ Date: 10-01-26
(Sheriff)

T-Lyndon
(Town/City/Village) (participating agency)

By: _____ Date: _____
Chairman/Mayor/President

SHEBOYGAN COUNTY

WISCONSIN

Keith Abler
Chair of the Board

Alayne Krause
County Administrator

September 18, 2026

JoAnne Friedman
Town of Lyndon
W6081 CTH N
Plymouth, WI 53073

Re: Sheboygan County Transportation Sales Tax Revenue Sharing Program

Dear Ms. Friedman,

Effective January 1, 2017, the Sheboygan County Board enacted a one-half percent county sales tax to help maintain Sheboygan County's transportation system. The County Ordinance includes a provision to share the county sales tax revenue with local units of government to assist you in addressing your own transportation needs. We will be sharing a total of $2,460,210 for 2027. Each municipality's allocation is based on its equalized value less TID increment, as reported by the Wisconsin Department of Revenue. The respective amounts are shown in the enclosed equalized value worksheet. Payments will again be disbursed in two equal installments in July 2027 and September 2027.

Please find enclosed the Sheboygan County Sales Tax Revenue-Sharing Intergovernmental Cooperative Agreement which sets forth the terms and conditions upon which Sheboygan County will share sales tax revenue to assist you in maintaining your roads and bridges. Please return the signed Intergovernmental Cooperative Agreement and Form A to the Sheboygan County Finance Department no later than. December 01, 2026. Once the agreement has been fully executed, the County will return a copy for your records.

We respect and appreciate your role in helping maintain a safe and reliable transportation system. We strive to keep the process of sharing this revenue efficient, transparent, and straightforward. If you have questions, please don't hesitate to contact us.

Respectfully yours,

Keith Abler

Keith Abler, County Board Chair

Alayne Krause

Alayne Krause, County Administrator

Cc: Finance Director James Webb
Transportation Director Bryan Olson

Enclosed: Intergovernmental Cooperative Agreement
Form A
Equalized Value Worksheet

SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE 2027 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. PARTIES. The parties to the Agreement are the Town of Lyndon (Municipality), a municipal corporation with offices at W6081 CTH N Plymouth, WI 53073, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. PURPOSE. Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that $1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Term. The term of this Agreement is for calendar year 2027.

C. Termination – By County. During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2027, pay to Municipality as a distribution of sales tax revenue, the sum of $45,842.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortious acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully

cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

Town of Lyndon
[Municipality]

By: _____ _____
Authorized Representative Date Signed

By: _____ _____
Authorized Representative Date Signed

SHEBOYGAN COUNTY

By: _____ _____
Alayne Krause Date Signed
Sheboygan County Administrator

By: _____ _____
Keith Abler Date Signed
County Board Chair

G:\Shared drives\Finance\Finance\Administrative\Revenue Sharing Program\FY 2027\Word Documents\Mail Merge IGA 2027.docx

Sheboygan County Shared Revenue Program

Budget Year 2027

(Form A)

Section One

Municipality: _____

Transportation Budget 2026: $_____

Transportation Estimated Actual Expenditures for 2026: $_____

Transportation Budget Proposed 2027: $_____

County Shared Revenue 2027: $_____

Per Intergovernmental Agreement Section 6.C. - is the County Shared Revenue increasing what would have otherwise been accomplished in 2027? (check one)

☐ Yes ☐ No ☐ Project is a multi-year project

Section Two - Transportation Project the revenue will be applied to *(If multiple projects, please complete Form A, Section Two for each project)*:

Project(s) Description

Where: _____

What work will be done: _____

Project ID: _____

Total cost of Project: $_____

Anticipated start of Project: _____

Anticipated completion of Project: _____

General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

_____ _____

Signature Date

_____

Title

Administration Building
508 New York Avenue - Room 208
Sheboygan, WI 53081-4126

Telephone (920) 459-3765
Facsimile (920) 459-0334

james.webb@sheboygancounty.com
jeremy.fetterer@sheboygancounty.com

Sheboygan County Sales Tax Revenue Sharing with Municipalities
Budget Year 2027

MUNI NAME	2026 EQ VAL LESS TID INCREMENT	PERCENT	2027 BUDGET ALLOCATION	2026 BUDGET ALLOCATION	Change
GREENBUSH	295,027,200	1.62%	$39,940	$39,622	$318
HERMAN	298,939,400	1.64%	$40,469	$39,667	$802
HOLLAND	654,979,800	3.60%	$88,669	$87,242	$1,427
LIMA	462,661,000	2.55%	$62,633	$60,206	$2,427
LYNDON	338,629,800	1.86%	$45,842	$43,033	$2,809
MITCHELL	248,353,100	1.37%	$33,621	$31,594	$2,027
MOSEL	233,460,500	1.28%	$31,605	$29,494	$2,111
TOWN OF PLYMOUTH	701,351,900	3.86%	$94,946	$93,249	$1,697
RHINE	749,287,500	4.12%	$101,436	$98,831	$2,605
RUSSELL	65,157,800	0.36%	$8,821	$8,457	$364
SCOTT	298,947,800	1.64%	$40,470	$38,970	$1,500
TOWN OF SHEBOYGAN	1,510,645,200	8.31%	$204,505	$197,521	$6,984
TOWN OF SHEBOYGAN FALLS	380,349,600	2.09%	$51,490	$52,053	-$563
SHERMAN	279,390,000	1.54%	$37,823	$37,351	$472
WILSON	812,526,600	4.47%	$109,997	$109,934	$63
ADELL	54,066,600	0.30%	$7,319	$7,221	$98
CASCADE	81,660,700	0.45%	$11,055	$11,215	-$160
CEDAR GROVE	279,255,800	1.54%	$37,805	$37,934	-$129
ELKHART LAKE	601,845,700	3.31%	$81,475	$82,628	-$1,153
GLENBEULAH	64,031,600	0.35%	$8,668	$8,861	-$193
HOWARDS GROVE	486,643,500	2.68%	$65,880	$64,009	$1,871
KOHLER	739,108,400	4.07%	$100,058	$98,737	$1,321
OOSTBURG	456,063,700	2.51%	$61,740	$62,058	-$318
RANDOM LAKE	278,648,900	1.53%	$37,722	$38,187	-$465
WALDO	69,455,300	0.38%	$9,403	$9,070	$333
PLYMOUTH	1,310,796,400	7.21%	$177,450	$176,394	$1,056
SHEBOYGAN	5,310,798,100	29.22%	$718,954	$715,753	$3,200
SHEBOYGAN FALLS	1,111,084,900	6.11%	$150,414	$144,561	$5,853
COUNTY TOTAL	$ 18,173,166,800.00	1.00	$2,460,210	$2,423,852	$36,357

AGREEMENT FOR ASSESSMENT SERVICES

TOWN OF LYNDON – Up North Assessments LLC

Section I – Parties to this Agreement:

This agreement is made this 14th day of October, 2026 by and between the Town of Lyndon, Sheboygan County, party of the first part, hereinafter referred to as the "Municipality".

And

Up North Assessments LLC – Todd R. Anderson – Owner / Assessor 2, whose office is located at 8406 Southridge Drive, Rothschild, WI 54474, party of the second part, hereinafter referred to as the "Appraiser".

Section II – Scope of Services:

The Appraiser will provide property tax assessment services to the Municipality for the years 2027 through 2029. The assessments of all real property in the Municipality shall be conducted in accordance with the Laws of the State of Wisconsin, Pursuant to Chapter 70, Wisconsin Statutes.

The Appraiser shall provide the Municipality with consulting, assessing and appraisal services for the 2027 through 2029 assessment years, which is to include the following services.

1. Inspect, appraise and establish the value of all new construction in the Municipality. **An "Interim Market Update" revaluation to be performed for the 2027 assessment year per WI DOR requirements.**
2. Value all new land descriptions created through land splits, land combinations, annexations, etc.
3. Continue the implementation of the Agricultural Land Use-Value calculations as mandated by the Wisconsin Department of Revenue.
4. Complete and verify the assessment roll.
5. The Appraiser shall send out change of assessment notices to property owners when applicable.
6. Be present at the Open Book session(s) as well as the Board of Review to defend current assessed values.
7. Process real estate transfer returns.
8. Complete and submit all reports required by the State Department of Revenue in a timely manner.
9. Completion of the roll/assessment updates through the completion of the annual Board of Review is not to exceed the last day of October each assessment year.
10. Any and all assessment-related costs are the responsibility of the Municipality and will be billed to or reimbursed from the Municipality. Including, but not limited to: postage and printing costs, supplies and materials costs, mapping costs, and computer and conversion costs. Also, appeals made beyond the first 2-hour mandatory statutory Board of Review shall be billed at the rate of $50 per hour per occurrence. A minimum of 4 hour per occurrence cost AFTER the initial 2-hour Board of Review day shall apply. All materials obtained for specific Municipality assessment purposes are deemed the property of the Municipality.
11. The Appraiser shall complete all work in accordance with the laws of the State of Wisconsin.
12. This agreement between the Municipality and the Appraiser shall be for 2027 through 2029 and will automatically renew for the following assessment years on an annual basis. If the Municipality or the Appraiser desires to terminate the renewal for the upcoming year after the completion of the 2029 Board of Review, either party shall notify the other by registered mail between August 1st, 2029 and August 31st, 2029. A cost of living adjustment of four percent will be applied on an annual basis for each year of renewal past 2029.
13. The Appraiser shall maintain insurance coverage to protect against claims, demands, actions and causes of action arising from any act or omission of the Appraiser, his agents and employees in the execution of work. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the Municipality. Limits of liability shall not be less than:

(a) Workers Compensation		Statutory
Bodily Injury	Per Person	$100,000
	Per Occurrence	$300,000
Property Damage	Each Occurrence	$50,000
Comprehensive Auto Liability Including Non-Ownership		
Coverage	Each Person	$100,000
	Each Occurrence	$300,000

(b) The Appraiser shall not be responsible for loss of records destroyed by fire, theft or Act of God while kept in office space supplied by the Municipality.

(c) The Appraiser agrees to carry proper and sufficient insurance to cover loss of the Municipality's records withdrawn from the Municipality for the Appraiser's use as well as the Appraiser's records in process under this agreement, which are in possession of the Appraiser.

Section III – Compensation:

As compensation for appraisal / assessment services, the Appraiser shall receive from the Municipality the total three-year contract sum for revaluation and maintenance assessment services for years 2027-2029 of Sixty-Four Thousand Six Hundred Eighty and 00/100 Dollars ($64,680.00). Appraiser shall receive (24) revaluation monthly installments of $2,200.00 per month spread out over two years for years 2027 through 2028, and (12) monthly installments of $990.00 per month for maintenance year 2029. Payments are to be made in equal monthly installments payable by the end of each month in each of the contract years 2027 through 2029.

Section IV – Signatures of Authorized Representatives:

Todd R. A

JoAnne Friedman – Town Chairperson
Town of Lyndon

Todd R. Anderson - Assessor
Up North Assessments LLC

Date

10/14/2026
Date

Attest:

Rhonda Klatt – Clerk/Treasurer
Town of Lyndon

Date

- This contract offer expires 60 days from the original date of submission (from Section I) if not entered into -

Ordinance # 2026-12
Municipality Code 59010
Town of Lyndon, Sheboygan County

PUBLIC ROAD ATV/UTV ROUTES AND REGULATIONS ORDINANCE

SECTION I - INTENT

The purpose of this ordinance is to establish ATV/UTV routes in the Town and to regulate ATV/UTVs in the Town.

SECTION II - AUTHORITY

Open usage of town roads is done pursuant to town authority as authorized by §23.33 (8)(b), Wis. Stats. The applicable provisions of §23.33, Wis. Stats. Regulating ATV/UTV operations pursuant to routes are adopted.

SECTION III - ROUTES

All town and county roads located within the Town of Lyndon will be open to ATV/UTV usage unless otherwise posted. ATV/UTV routes are open year-round.

SECTION IV — CONDITIONS

As conditions for use of town roads, the following conditions shall apply to all operators and passengers:

A. All ATV/UTV operators shall observe posted speed limits.
B. No person under 18 years of age may operate or be a passenger on an ATV/UTV without wearing protective headgear of the type required under § 347.485(1)(a) and with the chin strap properly fastened, except as specially exempted under § 23.33 (3g) (b, c and d) Wis. Stats.
C. Operation of ATVs and UTVs on roadways designated as ATV/UTV Routes are authorized only for the extreme right side of the roadway, on the paved surface (if the roadway is paved), except that left turns may be made from any part of the roadway that is safe given prevailing conditions.
D. All ATV/UTV operators shall ride single file.
E. The operator of an ATV/UTV shall obey all traffic laws, local ordinances and WI DNR regulations.
F. The operator of an ATV/UTV shall display a lighted headlamp and tail lamps on the ATV/UTV and display the registration or license plate at all times.
G. All roads must be signed in accordance with NR 64.12, and NR 64.12 (7).

H. ATV/UTV operation is at the risk of the operator. The Town of Lyndon has no liability for any damage or injury to persons, real property or personal property, arising out of the operation of ATVs and UTVs on designated ATV/UTV routes.

I. ATV/UTVs being operated on a Town or county road must be insured with liability insurance with the same minimum requirements as motor vehicle insurance mandated by Chapter 344 of the Wisconsin Statutes.

J. No person may drink alcoholic beverages, or be in possession of any bottle, can or receptable containing alcoholic beverages if the bottle, can or receptacle has been opened. The use or possession of open intoxicants by operators or passengers of ATVs or UTVs is strictly prohibited while utilizing ATV/UTV routes within the Town.

SECTION V — ENFORCEMENT

This ordinance shall be enforced by any law enforcement officer authorized to enforce the laws of the State of Wisconsin.

SECTION VI — PENALTIES

Wisconsin State All-terrain Vehicle penalties as found in §23.33 (13) (a), Wis. Stats., are adopted by reference.

SECTION VI — SEVERABILITY

The provision of this ordinance shall be deemed severable and it is expressly declared that the Town would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other persons or circumstances shall not be deemed affected.

SECTION VII — EFFECTIVE DATE

The Ordinance shall take effect immediately upon adoption and posting/publication as provided by law.

Adopted this ____ day of _____ 20_____.

The Town of Lyndon Board of Supervisors:

_____ _____

Chairperson Supervisor

_____ _____

Supervisor Supervisor

_____

Supervisor

****

CERTIFICATE OF ADOPTION

This is to certify that the foregoing Ordinance was duly adopted by the Town Board of the Town of Lyndon on the ____ day of _____ 20_____.

_____

Rhonda Klatt, Clerk/Treasurer

Published on the ____ day of _____ 20_____.

MILEAGE FOR COUNTY TRUNKS	MILEAGE FOR COUNTY OTHER ROADS
31.84	0

STATE OF WISCONSIN
WISCONSIN DEPARTMENT OF TRANSPORTATION
TOWN PLAT RECORD

59-010

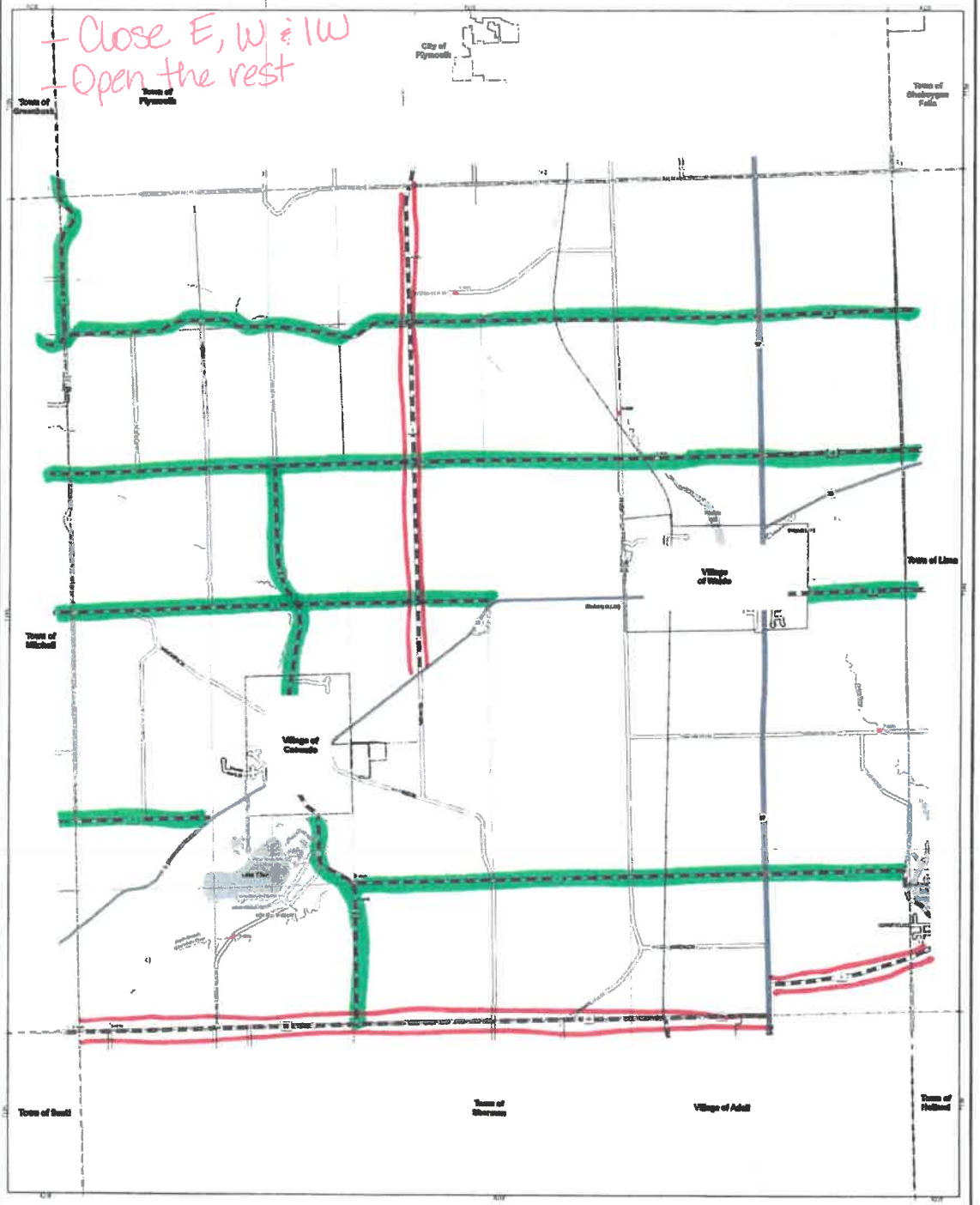
	DATE	MILEAGE FOR LOCAL READJUSTMENTS	LOCAL READJUSTMENTS Certified in accordance with sec. 86.32, Wis. stat.
(1)	4-1-25	30.41	Name: Title:
(2)	1-1-26	-	
(3)	4-1-26		Signature: Date:

(1) THIS DATA REPRESENTS THE LAST CERTIFIED MILEAGE AS CORRECTED BY WISDOT WHICH MAY HAVE BEEN USED FOR PAST TRANSPORTATION AIDS.
(2) THE TOWN CHAIRMAN OR CITY/VILLAGE CLERK IS TO FILL IN THE MILEAGE TO BE CERTIFIED AS OPEN TO THE PUBLIC AS OF THE FOLLOWING JANUARY, INCLUDING THE NEW CHANGES THAT ARE MADE ON THE PLAT.
(3) THIS DATA REPRESENTS MILEAGE ADJUSTMENTS MADE BY WISDOT DUE TO FIELD VERIFICATION, INVENTORY, ANNEXATION, ETC. TRANSPORTATION AID PAYMENTS MAY BE MADE BASED ON THIS FIGURE.

County Highway Recommends

TOWN OF
LYNDON
COUNTY: SHEBOYGAN

- Close E, W & IW
- Open the rest



Legend

State Trunk
County Trunk Highway
Local Road
Railroads
Bridges
Route Identifier
FLSS Border
CVT Border

0 0.25 0.5 0.75 1 Miles

N
W E
S

T-LYNDON

Gmail

Rhonda Klatt <clerk@lyndonshebcowi.gov>

Re: Lima.Lyndon Road Agmt and shared muni Attorney doc

1 message

townlima <clerk@townlima.com>
To: Rhonda Klatt <Clerk@lyndonshebcowi.gov>

Wed, Sep 16, 2026 at 5:58 PM

Received - was told by the Board that 'signs and culverts' considered under 'Road Maintenance' so no changes made to agreement since they approved and signed back in July. If your Board is OK with the Agreement that currently drafted, then it's good to go for Lyndon's approval.

Thank you!

Karen P - C/T Lima

Notice Lima does not feel its necessary to add culverts!

On 9/16/2026 11:13 AM, Rhonda Klatt wrote:

> Karen,
>
> Did your board approve the agreement yet?
>
> Kind Regards,
>
> **Rhonda J. Klatt, WCMC**
> Town of Lyndon Clerk/Treasurer
> Wisconsin Towns Association Sheboygan County Unit Clerk/Treasurer
> W6081 CTH N, Plymouth, WI 53073
> 920-528-7255
>
> On Sun, Aug 16, 2026 at 5:29 PM townlima <clerk@townlima.com> wrote:
>
> > Rhonda have attached the signed Consent form for shared muni legal Representation and the Shared Mill Rd/Center St Road Maint. Agmt. At the meeting held on August 10, 2026 the Lima Board motioned to table the shared Road Agreement at this time - as they are requesting response from the Lyndon Board on any questions.
> >
> > Thank you!!
> >
> > Karen P - C/T Lima
> >
> > --
> > Karen Pohl
> > Town of Lima Clerk/Treasurer
> > PO Box 225
> > Waldo, WI 53093-0225
> > 920-467-6037
> > www.townlima.com

--
Karen Pohl
Town of Lima Clerk/Treasurer
PO Box 225
Waldo, WI 53093-0225
920-467-6037
www.townlima.com

Gmail

Rhonda Klatt <clerk@lyndonshebcowi.gov>

Re: Envelope placed in drop box from Town of Lima

1 message

townlima <clerk@townlima.com> Fri, Jul 17, 2026 at 11:55 AM
To: Rhonda Klatt <Clerk@lyndonshebcowi.gov>

Received - did use the template (Highview Kettleview) you e-mailed back in May to assist in drafting this. Do see sign installation described under 'Recitals' on 1st page of template but no reference to culverts so for the Lima/Lyndon Agreement yes, culverts should be added to 'Recitals'. I will discuss this with the Lima Board at the next meeting scheduled Aug.11th meeting.

Thank you!

Karen P - C/T Lima

On 7/17/2026 11:04 AM, Rhonda Klatt wrote:

> I was told there was also no mention of signs and culverts specifically. (I'm not in the office at the moment to look myself). Should these be mentioned in the agreement? I think there is more work to be done with this before my Board can approve it
>
> Kind Regards,
>
> **Rhonda J. Klatt, WCMC**
> Town of Lyndon Clerk/Treasurer
> Wisconsin Towns Association Sheboygan County Unit Clerk/Treasurer
> W6081 CTH N, Plymouth, WI 53073
> 920-528-7255
>
> On Fri, Jul 17, 2026, 10:23 AM townlima <clerk@townlima.com> wrote:
>
> > Rhonda - please note that the Agreement dropped in your box did contain a 'term' date error in year (should be a 5 year term - ending 2031 and not 3031) and have attached digital copy. Once your Board acts to approve, I will have the Lima Board resign this amended doc at their following meeting - thank you!
> >
> > Karen P - C/T Lima
>
> On 7/15/2026 7:55 AM, townlima wrote:
> > Good morning Rhonda - just to inform you that I placed an envelope
> > containing 'Road Agreement' in your T-Lyndon drop box last night - for
> > your Board to review and act on at next meeting - thank you!
> >
> > Karen P - C/T Lima
> >
> --
> Karen Pohl
> Town of Lima Clerk/Treasurer
> PO Box 225
> Waldo, WI 53093-0225

920-467-6037
www.townlima.com

--
Karen Pohl
Town of Lima Clerk/Treasurer
PO Box 225
Waldo, WI 53093-0225
920-467-6037
www.townlima.com

T-LIMA/T-LYNDON ROAD MAINTENANCE AGREEMENT
(MILL ROAD)
(CENTER STREET)

This Agreement is entered into by and between the **Town of Lima**, a Wisconsin municipality at N3689 County Road I, Sheboygan Falls, Wisconsin (hereinafter "Lima") and the **Town of Lyndon**, a Wisconsin municipality at W6081 County Road N, Plymouth, Wisconsin (hereinafter "Lyndon").

RECITALS

WHEREAS, pursuant to Wis. Stat. § 66.0301(2) and § 60.23(1) towns may enter into cooperative agreements for the maintenance and repair of portions of highways that are located on the boundaries between the municipalities; and

WHEREAS, portions of Mill Road and Center Street are located on the municipal boundary between Lima and Lyndon; and

WHEREAS, the parties desire to clarify which town is responsible for the maintenance, repair, resurfacing, replacement, snowplowing, ice control (salt and sand application), drainage, weed cutting, striping, sign installation, and other general maintenance (hereafter "Road Maintenance") of each portion of roadway;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

MILL ROAD-

1. **Lima's Responsibility.** Lima is responsible for Road Maintenance of the .39 miles of Mill Road on the municipal boundary located from County Road IW South to Town Line Road (at boundary intersection to Town of Sherman and Town of Holland) – refer to Addendum A.

1a. Lyndon's Responsibility. Lyndon is responsible for the Road Maintenance of the .49 miles of Mill Road on the municipal boundary located from County Road F North to curved road of parcel #59010126592 (site address N3096 Mill Rd) – refer to Addendum B.

CENTER STREET-

2. Lima's Responsibility. Lima is responsible for Seasonal (ie. snow plow, de-icing, winter damage) maintenance of the .19 miles of Center Street on the municipal boundary located from Town Line Road (at boundary intersection to Town of Lyndon) to Cul-de-sac – refer to Addendum C.

2a. Lyndon's Responsibility. Lyndon is responsible for the Routine (ie. crack sealing, pothole repair, ditch mowing); Periodic (ie. resurface); Emergency (ie. washout, sinkhole, accident) maintenance of .19 miles of Center Street on the municipal boundary located from Town Line Road (at boundary intersection to Town of Lyndon) to Cul-de-sac – refer to Addendum C.

3. **Jurisdiction.** The legal authority and responsibility for portions of Mill Road and Center Street shall be apportioned to the Town that has responsibility for such portion of roadway pursuant to the preceding two paragraphs. Going forward, each Town would submit these portions of roadway to the State of Wisconsin as road miles maintained.

4. **Term.** This Agreement shall commence upon the date of its execution by both Towns and shall continue through December 31, 3031. This Agreement shall automatically be renewed on an annual calendar basis unless either Town terminates this Agreement effective at the end of any calendar year by giving advance written notice to the other Town on or before September 30th of that year.

5. **Hold Harmless; Indemnification.** Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon, or incurred by, the other party arising from, or related to, the negligent or intentional acts or omissions of the indemnifying party's officers, employees, or agents in performing the Road Maintenance pursuant to this Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. The parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

6. **Other Terms.**

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall not be altered or amended unless in writing, executed by the parties hereto.

B. Severability. If any provisions of this Agreement or the application thereof, were held invalid or unenforceable, the remainder or the application of such provision shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

C. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective employees, elected or appointed officials, successors, and/or assigns, and no third party shall be entitled to enforce any term, covenant, or condition hereof, or have any rights hereunder.

D. Waiver. No delay or omission by a party to exercise any right or power accruing upon any noncompliance or failure of performance by the other party shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the terms or conditions hereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term or condition herein.

E. Force Majeure. The obligations of the parties shall be suspended to the extent that it is hindered or prevented from complying therewith because of acts of God, fires, storms, accidents, or causes beyond the control of the parties.

F. Notices. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if: (a) personally delivered to the other party; (b) sent by overnight delivery; or (c) deposited in the United States mail, postage prepaid and addressed to the Town's Clerk at the address set forth in the introductory paragraph.

G. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of Wisconsin. Any action to enforce or concerning this Agreement shall be brought in the Circuit Court for Sheboygan County, Wisconsin.

H. Immunity. Nothing contained in this Agreement constitutes a waiver of either Town's sovereign or governmental immunities under applicable law.

I. Authority. The persons execution this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.

IN WITNESS WHEREOF, Lima and Lyndon have executed this Agreement as of the dates indicated below.

TOWN OF LIMA:

Charles Born, Chairman

Karen Pohl, Town Clerk/Treasurer

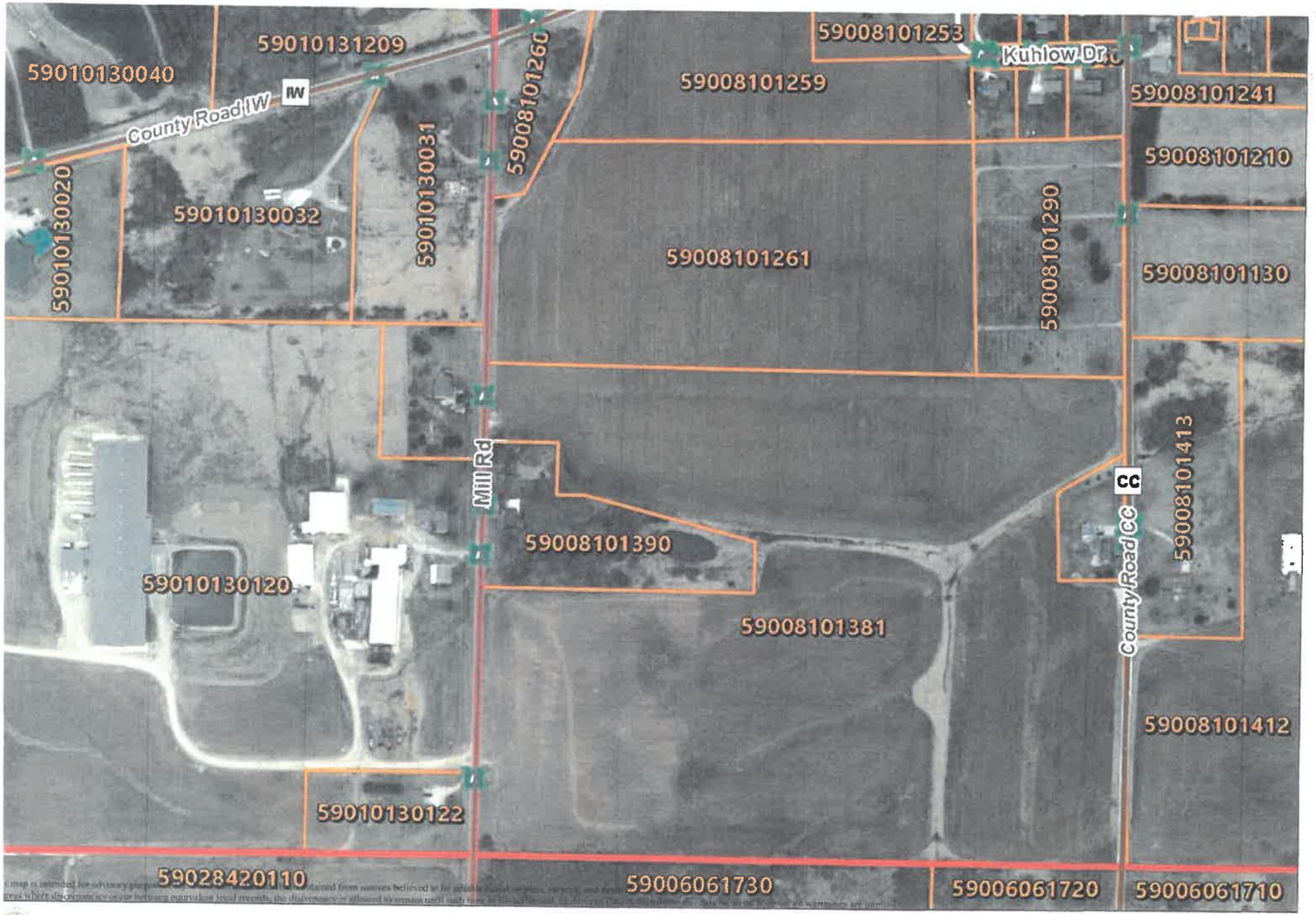
Dated 7/13, **2026**

TOWN OF LYNDON:

JoAnne Friedman, Town Chairperson

Rhonda Klatt, Town Clerk/Treasurer

Dated _____, **2026**



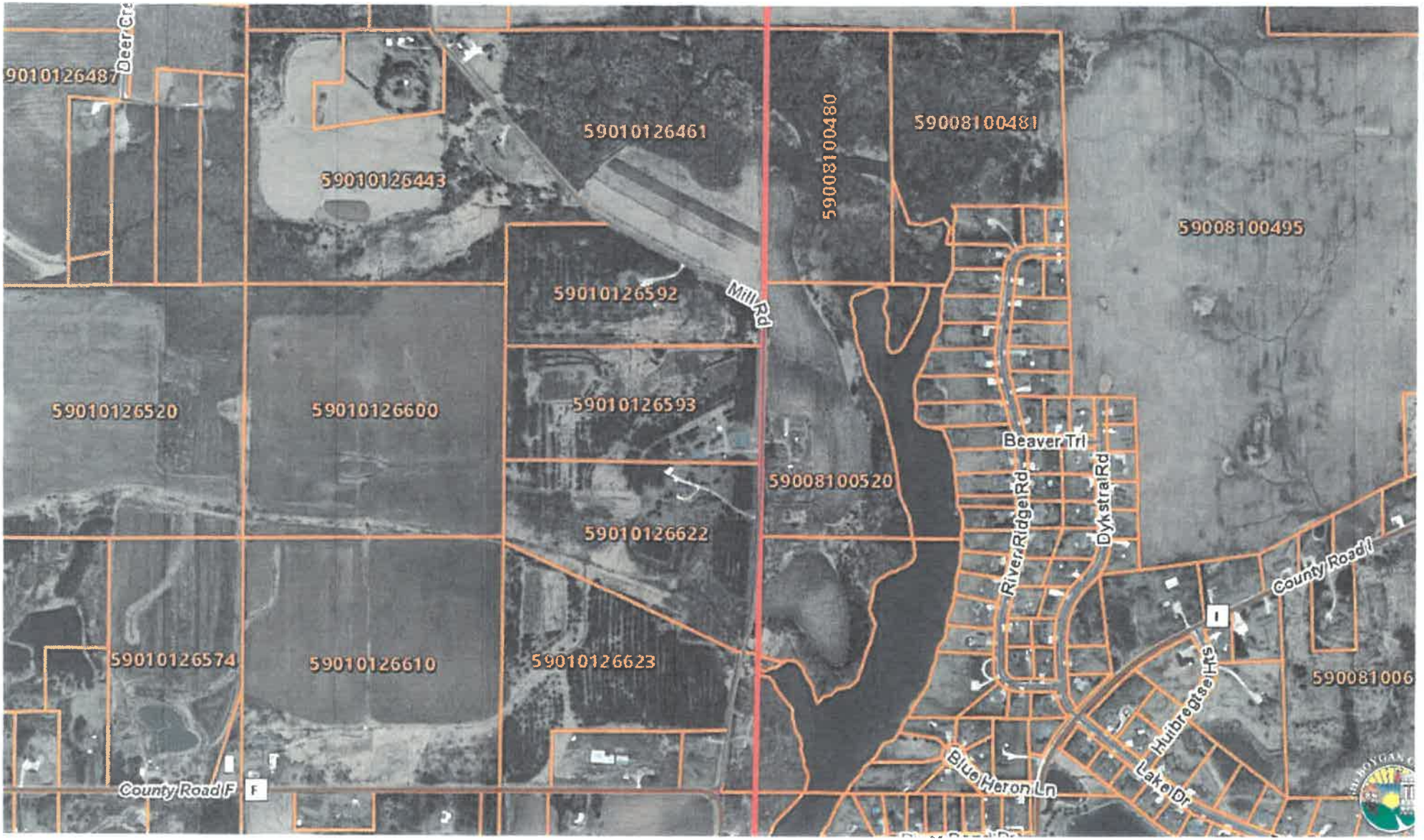
Addendum A

ArcGIS Web Map

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e Printed: 5/18/2026


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Mill Rd
59010126520
59010126600
59010126593
Beaver Trl
River Ridge Rd
Dykstra Rd
59008100520
59010126622
County Road I
59010126574
59010126610
59010126623
Huibregtse Hts
590081006
Blue Heron Ln
Lake Dr
County Road F
F

Addendum B



Addendum C

ArcGIS Web Map

0 0.01 0.03 mi

e Printed: 5/18/2026

Policy for Administration of Town Government

Town of Lyndon, Sheboygan County

ADOPTED
March 23, 2005

AMENDED

February 8, 2006
September 13, 2006
May 10, 2007
July 3, 2007
July 8, 2009
January 26, 2010
June 9, 2010
April 9, 2025
September 10, 2025
October 14, 2026

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Organization of Town Board, Committees & Appointments

The Town Board

- The Town Chairperson and Supervisors shall constitute the Town Board. The Board shall exercise village powers as authorized under Stat. 60.10 (2) (c) of the State of Wisconsin and as previously authorized by the Town electors on April 14, 1987. The Board, under the provisions of Ordinance no. 4 of 2002 adopted July 10, 2002, will consist of five members including the Chairperson and four Supervisors, all elected at-large.

Appointments

- Nominations for appointments to Town Board committees, commissions, task forces and other subunits of Town government shall be made by the Town Chairperson and submitted to the Board for approval. Nominations by the Chair shall be deemed approved unless a majority of all other Town Board members disapprove an appointment by roll call vote at the time the nomination is brought before the Board.

Standing Committees

- The Chairperson may nominate one or more Board members to oversee certain functions of Town business. Such functions may include, but are not limited to: Town Hall, Town Roads, Cemetery, Legal and Budget. Nominations must be approved by a vote of the Board. Nominations by the Chair shall be deemed approved unless a majority of all other Town Board members disapprove an appointment by roll call vote at the time the nomination is brought before the Board.

Vacancies & Removals

Vacancies

- Vacancies in unexpired terms shall be filled by appointment voted upon by the remaining members of the Board and the Town Clerk. A Town Supervisor shall be eligible for appointment as Town Chairperson to fill an unexpired term. The Board may also seek other applications to fill the vacancy of Town Chairperson or Town Supervisor. If a Supervisor is appointed as Chairperson, the vacancy for the Supervisor's term shall not be filled at the same meeting.

Absences

- If a Board member for any reason cannot attend a scheduled meeting, he or she shall provide reasonable advance notice to the Chairperson and Clerk, and shall provide the reason for his or her anticipated absence. If the Chair is absent from the meeting, the Clerk shall call the Board to order and preside until the Board selects another member to preside at that meeting.

  While state law does not give absent Board members the "right" to appear remotely, the Town of Lyndon allows for remote appearance under limited circumstances, such as during required work-related travel, illness and/or weather, and only one (1) Board or Plan Commission member may be attending remotely at a time.

Open Meetings

- The Town Board shall meet in regular session on the 2nd Wednesday of every month. Meetings will be held in the Town Hall and will commence at 7 p.m. unless a different meeting place and time has been designated and proper public notice has been given. A change in meeting time and place may be set by the Town Board or by the Town Chairperson. The Town Chairperson or any two Town Board members shall also have authority to call for a special Town Board meeting. Individual requests from citizens for special Town Board meetings may be honored at the discretion of the Town Chairperson and must be properly noticed and open to the public. Fees for requested special meetings will be determined by the Town Board and must be paid in advance by the person making the request. Fees shall not be refundable.

Notices

- The Clerk shall post notice of each meeting in compliance with law, and shall notify each Board member of the date and time of each meeting. Not later than 54 hours before the start of the meeting, the notice shall be delivered to the members personally or left at their usual abode, unless a member has elected to receive notice by fax or electronic mail, in which case the designated method of communication shall be used.

Agenda

- The Clerk, in consultation with the Town Chairperson, shall prepare an agenda for each Board meeting. The agenda must clearly and fully state the subject matter of each item of business to come before the Board. Any Supervisor may have items of business placed on the agenda if notice is given to the Clerk before 11:00 a.m. on the Thursday prior to the meeting. Items requested by the public may also be placed on the agenda if submitted before 11:00 a.m. on the Thursday prior to the meeting and if approved by the Town Chairperson. Items submitted late will not be placed on the agenda unless the Town Chairperson waives the deadline. The Plymouth Review newspaper, and all others wishing to be notified of upcoming meetings, can subscribe to the Town's website for such notices. Meeting notices and agendas shall also be sent by email and in a timely manner to any other news media of record requesting them.

Quorum

- If any three members of the Board, including the presiding officer, are present, it shall constitute a quorum and the group may act on any issues that are on the agenda of a legally posted meeting unless state statutes require more than a majority vote of the entire board. Amendment of the budget shall require approval by at least four members of the Board.

Presiding Officer; Order

- The presiding officer may speak on any question, make any motion, and vote on all matters submitted to the Board for its consideration. The presiding officer shall preserve order, conduct the proceedings of the Board, and be its parliamentarian. If a member or other person does not follow the Board's rules, the presiding officer may call the offending person to order. Any member may raise a question or point of order. The question of order must be raised at the time the alleged breach of order occurs. The presiding officer shall immediately rule on the question of order, subject to an appeal to the Board. The appeal may be sustained by a majority vote of the members present, exclusive of the presiding officer.

Order of Business

- All items of business will be taken up in the order they are placed on the agenda unless the agenda is amended. The presiding officer may ask for unanimous consent to amend the agenda and if there is any objection, the question shall be put to the Board members. If a majority of those attending give approval, the agenda may be amended to delete items or to revise the sequence of the agenda.

Voting

- All matters brought to a vote shall be by roll call or by any other method that allows the Clerk to record the vote of each member on each matter. No member may explain his or her vote during the call of the vote.

Amendment & Withdrawal

- No motion may be withdrawn by the moving member without consent of the seconding member.

Abstentions

- A Board member shall not vote on any matter in which he or she has a direct pecuniary or personal interest not common to other members of the Board. A Board member who abstains from voting on any particular matter shall not be required to give a reason for abstaining.

Reconsideration of Question

- Any member who voted with the prevailing side on any question may move for reconsideration of the vote immediately after the vote or at the next succeeding meeting of the Board if the matter is on the agenda. A motion to reconsider requires a second but a member who voted with the prevailing side on the question need not make the second. If a motion to reconsider is defeated, it may not again be presented to the Board at that meeting.

Quorum

- If any three members of the Board, including the presiding officer, are present, it shall constitute a quorum and the group may act on any issues that are on the agenda of a legally posted meeting unless state statutes require more than a majority vote of the entire board. Amendment of the budget shall require approval by at least four members of the Board.

Manner of Deliberation

- No member shall address the Board until recognized by the presiding officer. The member shall then address the presiding officer and limit all remarks to matters that are germane to the question under discussion. The member shall avoid rudeness, intemperate language, and personal confrontation at all times. When two or more members simultaneously seek recognition, the presiding officer shall determine which member may speak first.

Rules of Order to Govern Board

- The Board shall be governed by "A Guide to Parliamentary Procedure for Local Governments in Wisconsin" by Larry E. Larmer (1998). If an issue is not clearly resolved or is not addressed by the Larmer guidebook, the presiding officer shall follow procedure outlined in Robert's Rules of Order Newly Revised (1990), unless contrary to state law.

Suspension of Rules

- These rules or any part of them may be suspended in connection with any matter under consideration by a recorded vote of two-thirds (2/3) of the members present, provided that such action is in full compliance with the open meeting law and other applicable state laws.

Visitors' Right to Address Board; Public Comment

- Unless a public hearing is on the agenda, the public does not have a right to speak at Town Board or Plan Commission meetings. The open meetings law states that a meeting notice for a governmental body may provide for a period of public comment, per §19.84(2), Wis. Stats, which means it is not required to allow public comment at its meetings. If allowed, public comment would then only be allowed at the designated time, for a limited amount of time which shall be noted on the agenda, and all comments from the floor must be directed to the presiding officer. If a topic is mentioned during the public comment period that is not on the agenda, the Board may have limited discussion on the matter. Any substantive discussion and decision must take place at another Town Board meeting where the agenda includes the item being addressed. The presiding officer may also allow comments from the floor at any other time during the meeting if it is felt that the speaker will have relevant comments about the topic currently under discussion. If the presiding officer decides that comments made outside the public forum are not relevant, unduly repetitive, argumentative, abusive, or otherwise objectionable, the presiding officer may refuse or revoke the privilege of the floor.

Town Officers & Employees

Compensation

- Compensation of elected Town officers may be a combination of salary and per diem payments and shall be determined by electors at the Town Meeting held annually to approve the budget and set the tax levy. Compensation of appointed Town officers shall be set by the Town Board. Only one Per Diem payment may be collected each day for meeting attendance. Members of the Town Board, Plan Commission, Board of Appeals, and Board of Review may claim Per Diem payments. Other committees appointed by the Town Board to perform a specific task may also be eligible for Per Diem Payments if authorized by the Board. In addition to regular meetings for which proper notice has been given, Town officers may also collect Per Diem payments for attending forums, seminars and meetings of other bodies. Town employees may be authorized to collect their regular pay for attending forums, seminars and meetings that are directly related to their work as a Town employee. The Board may disallow claims for payment by Town officers and employees if prior authorization was not granted and it is determined that the payment is not appropriate.

Reimbursement of Expenses

- Elected Town officials may claim mileage at a rate determined by the Town Board, for travel that originates in the Town and continues outside of Sheboygan County. No mileage will be paid to elected officials for travel inside Sheboygan County unless Town business requires an extensive amount of travel in a personally owned vehicle. Appointed officials and Town employees who are required to use their personal vehicles in the course of their duties may be reimbursed for all mileage at a rate determined by the Board. All Town officers and employees may be reimbursed for such expenses as phone bills, office supplies and other goods and services deemed necessary for the conduct of Town business. Items costing $25 or less may be included in the list of monthly vouchers. If prior authorization was not given for individual expenses exceeding $25, a request for payment may be made at a subsequent Town Board meeting and must be authorized by a separate vote of the Board and recorded in the minutes. Attendance at conventions and other functions that require appointed or elected officers or Town employees to stay overnight must be approved in advance. Reasonable expenses for food, lodging and mileage may be reimbursed if approved by the Board.

Town Authorizations & Administration

Authorization to Solicit Bids

- The Town Chairperson may solicit bids or quotes for equipment, materials or services. All bids or quotes must be submitted to the Town Board for approval.

Authorization to Represent the Town

- The Town Chairperson may represent, or designate another officer to represent, the Town at meetings of, and hearings before, public or private groups, organizations, and news media on matters affecting the Town.

Request for Legal Counsel by Town Board of Supervisors

- Any request from a supervisor for legal counsel will be presented at a properly noticed meeting to the Town Chair, who is authorized to contact legal counsel as they deem necessary. The request would need approval from a simple majority of the Town Board to proceed. All legal outreach must be documented and retained for future reference. The Town Chair will be the Town Board's liaison for any matters involving legal counsel.

Emergency Expenditures

- On April 8, 2020, the Town Board adopted Ordinance 2020-02, Ordinance for Alternative Claims Procedure which authorizes the Town Clerk to make payments from the Town treasury pursuant to the ordinance for claims against the Town not in excess of ten thousand dollars ($10,000).

  Payments may be made from the Town treasury after the Town Clerk audits and approves each claim as a proper charge against the treasury by first determining that the following conditions have been complied with:

  1. Funds are available under the Town budget to pay the bill or voucher.
  2. The item or service covered by the bill or voucher has been duly authorized.
  3. The item or service covered by the bill or voucher has been supplied or rendered in conformity with the authorization.
  4. The claim appears to be a valid claim against the Town.

  The Town Clerk may require submission of proof to determine compliance with the conditions under 1-4, prior to approval. For example, the Clerk may require verification of quantity, quality, etc. by another Town official or employee.

  After determining that the above conditions have been met, the Clerk shall indicate approval of the claim by placing his or her signature on the bill. Upon approval of a bill or voucher under this procedure, the Clerk shall prepare and sign a check and have it countersigned by the Town Treasurer

and the Town Chairperson, pursuant to Wis. Stat. § 66.0607. The Treasurer shall then mail or deliver the completed checks to the appropriate parties.

At least monthly, the Town Clerk shall file with the Town board a written list of claims approved pursuant to this ordinance. The list shall include the date paid, name of claimant, purpose and amount.

Citizen Complaints

- It is strongly recommended that complaints be submitted in writing as an agenda item for review/discussion/action on the part of the entire Town Board.

  However, citizen complaints may be presented to the Town Clerk or any Board member or appropriate Department Head in person, by telephone, postal service or electronically.

  It shall be the policy of the Town Board to acknowledge all citizen complaints within five (5) days of receipt of the complaint. Such acknowledgement will be in the same manner in which the Town Board/Member/Clerk/Department Head received the complaint. If the complaint necessitates further research, fact-finding, etc. which cannot be accomplished within the five working day period, then the Town Board/Member/Clerk/Department Head will inform the complainant of the extended time needed to reply.

  The Town Board/Member/Clerk/Department Head will not consider or be responsible for complaints/disputes between neighbors on issues such as lot lines, animal problems, etc. or other issues of a personal nature. Resolving those problems is the sole responsibility of the neighbors and if they cannot be resolved then it is their right to seek legal counsel or consult other governmental agencies (Register of Deeds on property issues, etc.).

Plan Commission & Other Committees; Appointments

Plan Commission

- The Town Plan Commission shall consist of five regular members and up to two alternate members. The Town Chairperson shall nominate the presiding officer and members. Nominations must be confirmed by the Town Board.
- The Plan Commission shall have primary responsibility for reviewing all land use issues arising in the Town and making recommendations to the Town Board for action on requests for rezoning and/or changes in land use.
- The Plan Commission is also delegated the authority to review building permits and the Town Clerk is delegated the authority to issue building permits. The Plan Commission shall review all Certified Survey Maps submitted for approval to the Town Board. The request for a Certified Survey Map approval shall include ten copies of the survey, (five for Plan Commission and five for the Town Board).
- The Plan Commission, or a subcommittee thereof, shall keep a calendar of all conditional use permits issued by the Town Board and shall inspect all conditional use permit holders after one year and thereafter as deemed necessary, to ensure that conditional use permit holders are in compliance. The Plan Commission or a subcommittee shall also make yearly inspections of campgrounds in the Town.

Plan Commission Meetings

- The Plan Commission shall meet in regular session on the 1st Wednesday of every month. Meetings will be held in the Town Hall and will commence at 7 p.m. unless a different meeting place and time has been designated and proper public notice has been given. The Plan Commission or Plan Commission Chair may set a change in meeting time and place.
- The Plan Commission Chair shall also have authority to call for a special Plan Commission meeting. Individual requests from citizens for special Plan Commission meetings may be honored at the discretion of the Plan Commission Chair and must be properly noticed and open to the public.
- Fees for requested special meetings of the public will be determined by the Town Board and must be paid in advance by the person making the request. Fees shall not be refundable.

Authorization to Contact Legal Counsel by Plan Commission Chair

On September 9, 2026, he Plan Commission Chair was given authorization to contact legal counsel as he/she deems necessary when legal guidance is required on land use, zoning interpretations, or procedural compliance.

Public Records

Town Records, Viewing, Request to Copy

The Town Clerk shall be the official custodian of Town records. Records will be available for viewing by the public by appointment. The Clerk may require 48 hours written or oral notice of intent to inspect or copy a record. Copies of public documents may be ordered from the Town Clerk. The fee for copying documents shall be determined by the Town Board and may be reviewed periodically.

Those requesting copies of Town records will be accessed the actual, necessary, and direct costs of complying with the request, which the Town has determined to be the following:

1. Copy costs: See Town's current fee schedule; actual cost if out-sourced.
2. Postage: Actual costs.
3. Location/searching: Actual, necessary, and direct costs if $50 or more, with staff time calculated pursuant to #4 below.
4. Staff time needed to comply with request: First ½ hour – no charge; thereafter see Town's current fee schedule.

Prepayment: Required for any request where the total charges are expected to exceed $5.

Town Property

Website Purpose, Policy & Disclaimer

Purpose & Policy

The Town of Lyndon's website replicates, in an electronic manner, information provided by Town Staff and Officials, and shall be the Town's primary and predominant internet presence. The Town's website seeks to inform the general public about municipal orientated programs, services, activities, and events that support the Town's and website's policies and purposes. The Town of Lyndon's website serves as one of the municipality's public notice posting locations under Wisconsin statute s.19.84(1).

The Town of Lyndon Town Clerk is responsible for posting and maintaining the Town's website hosted by Town Web Design. The Town of Lyndon may link to other websites to support the purposes and policies of the Town's website, departments, and divisions. Clarifications and suggestions of the site's content should be directed to the Town Clerk.

Disclaimer

The Town of Lyndon does not warrant or make any representations as to the quality, content, accuracy, or completeness of the information, text graphics, hyperlinks and other items contained on this sever or any other server. Such materials have been compiled from a variety of sources, and are subject to change without notice from the Town of Lyndon.

Communications made through this site's messaging system shall in no way be deemed to constitute legal notice to the Town of Lyndon or any of its agencies, officers, employees, agents, or representatives, with respect to any existing or potential claims or cause of action against the Town or any of its agencies, employees, agents, or representatives, where notice to the Town is required by any federal, state or local laws, rules, or regulations.

The Town of Lyndon website contains hyperlinks to various other sites. The Town is not responsible for the privacy practices or the content of such sites or cumulative sites linked therein. Displayed hyperlinks may not be totally inclusive and may change without prior notice.

Use of Town Equipment

Use of any of the Town equipment, including trucks, tractors, mowers, television, office equipment, etc., and other property of the Town, is for use by the Town Board, Plan Commission and the Town Staff for Town-related activities, events, business or maintenance only, and shall not be rented, lent or otherwise made available for use to Town residents, commercial or nonprofit enterprises or the general public without the consent of the Town Board, Plan Commission or Town Staff.

LEGAL OPINIONS



By Atty. Carol Nawrocki
Assistant Director

Overview of Data Center Regulatory Options and Recent Case Law Update on Short-Term Rentals

Q. We are worried about a large-scale data center potentially locating in our town. What kinds of regulatory options are available for our town to address this type of land use?

A. Towns that have their own town zoning should review their existing ordinance and consider whether it is necessary to amend it to address data centers. It's likely that many existing town zoning ordinances do not address data centers with specificity. Consider amending the definitions section to specifically define data centers. Your current ordinance might refer to warehouses or storage facilities as permitted or conditional uses in certain zones. Tightening up your definitions can help ensure that a data center does not try to move in under one of those broader general definitions. Your town might also decide to limit the districts or zones where data centers would be permitted or conditional uses. One approach would be to create a floating zone for data centers that would require an application for a rezone. As part of updating your ordinance, make sure that your town comprehensive plan has also been updated to be consistent with your amended zoning ordinance. Wis. Stat § 66.1001.

Enacting a development moratorium via ordinance may also be an option for your community. A development moratorium restricts rezonings and the approving of any subdivision or other division of land by plat or certified survey map that is authorized under ch. 236. Wis. Stat § 66.1002(1)(b). Towns and villages are eligible to adopt a development moratorium if they have a comprehensive plan, are in the process of adopting a comprehensive plan, or are in the process of preparing a significant amendment to their comprehensive plan. Wis. Stat § 66.1002(2). In addition to the above requirement, the board must also adopt a resolution stating that the moratorium is needed either to prevent a shortage in, or the overburdening of, local public facilities, or to address a significant threat to public health or safety that is presented by a proposed or anticipated activity due to a request for rezoning, a plat or certified survey map, or a subdivision plan or other land division. This resolution must be accompanied by a written report from a registered engineer or a public health professional that states that, in his or her opinion, the possible overburdening of public facilities or threat to public health and safety justifies the moratorium. The initial moratorium can be in place for up to 12-months with the option to later extend it for an additional period of up to 6 months. Read over Wis. Stat. § 66.1002 for the complete statutory requirements.

Unzoned towns that have received authorization from their electors to exercise village powers under Wis. Stats. §§ 60.10(2)(c) & 60.22(3), might decide to take the next step and seek town elector meeting approval to exercise town zoning pursuant to Wis. Stats. §§ 60.10(2)(h) & 60.62. (Elector meeting approval is needed if your county already has a general zoning ordinance in place.) Once the town has that approval, an interim zoning ordinance could be adopted under Wis. Stat. § 62.23(7)(da), Wis. Stat. An interim zoning ordinance freezes existing land uses for up to 2 years while the comprehensive zoning plan is being

Sent scan to atty's & Gf. Is everyone aware??

prepared. Another option would be to agree to become subject to the county's general zoning ordinance. Wis. Stat. § 59.69(5)(c). Or, if the county has not adopted a general zoning ordinance under Wis. Stat. § 59.69, a town can pursue the process to gain general town zoning authority. See Wis. Stat. § 60.61(3).

Towns with village powers that lack their own town zoning (or that are under county zoning jurisdiction) may, in the alternative, consider adopting a data center *licensing* ordinance. Such an ordinance could impose reasonable public health or safety type restrictions to be placed on data centers. For example, a licensing ordinance might establish minimum setbacks from neighboring properties and impose noise limitations. While licensing authority is not as powerful as zoning authority, a licensing ordinance is still a valuable tool that can help address community concerns and potential negative impacts.

Beyond adopting local regulations, a town or village might also consider trying to negotiate a voluntary developer agreement with a prospective data center landowner or developer. Many developers want to be "good neighbors" and have the support of the local community. As a result, they may be willing to address local concerns in such an agreement. Once finalized, a developer agreement acts as a binding contract between the parties and could be used as an additional avenue to allow the local government to impose restrictions. The regulatory alternatives discussed above provide a very brief overview of some available options to research and consider. Your community will want to work with an experienced municipal attorney to help you review your local needs and assist with drafting any regulations your board ultimately decides to pursue. **If data center regulation is a topic that you want to learn more about, be sure to register for the Town Law Conference which will be held as a virtual event on Friday, October 30th.** See the complete agenda is this magazine and register online: https://www.wisctowns.com/town-law-conference/

Q. We are planning to adopt a short-term rental ordinance. We want to discourage people from adding on or building huge homes to use as rentals. Can we limit the number of bedrooms that can be rented out in a particular home?

A. No, probably not. In 2023, the Village of Sister Bay amended the definition of a short-term rental in its zoning code to prohibit owners from renting more than four bedrooms in their homes. This change included all existing properties in the Village. Short-term rental owners were told that any bedrooms beyond the legal limit needed to be locked at all times during rental periods or otherwise made inaccessible to guests. A group of property owners who rented or planned to rent homes with bedrooms in excess of the legal limit sued the Village. In *Clinton v. Village of Sister Bay*, 2026 WI App 46, the Court of Appeals held that the ordinance barring the short-term rental of more than four bedrooms in a dwelling was preempted by Wis. Stat. § 66.1014. The Court held that, "the four-bedroom limit operated to prohibit an owner from using their property for a protected purpose—i.e., as a rental property—as it structurally exists, and that the plain language of Wis Stat. § 66.1014(1)(b) and (2)(a) protects the rental of the *entire* residential dwelling, including 'part[s] of the building,' not just a limited portion of it". Id. ¶ 20. The Village has filed a petition for review of this decision with the Wisconsin Supreme Court which is still pending as of this writing. You can also learn more about allowable short-term rental regulations at the upcoming Town Law Conference! See the link above to register.

Cascade Police Department
301 First Street / PO Box 157
Cascade, WI 53011
920-838-4311

September 2026 Monthly Report

Citations

Total Citations 7: $2085.00
Cascade: 3 = $421.00
Parking on Sidewalk
Public Nuisance Affecting Health x 2
Lyndon: 3 = $1488.70
No Insurance
Speeding
Prohibited Alcohol Concentration (PAC)
Waldo: 1 = $175.30
Fail to Stop at Stop Sign

Warnings: 8

Cascade: 1
Public Nuisance Affecting Peace and Safety
Lyndon: 3
Wake Boat Operation
Operate a MV with Suspended Registration
Speeding
Scott: 1
Speeding
Sherman: 2
Speeding x 2
Waldo: 1
Non-Registration of Auto

Property Checks 233

Cascade 41; Adell 44; Lyndon 40; Scott 39; Sherman 28; Waldo 41

Complaints Investigated 25

Cascade 10; Adell 4; Lyndon 2; Scott 1; Sherman 4; Waldo 4

Complaints

SCOTT	
09/27/26	26C-00290 Reported vehicle in ditch on STH 28 near CTH W. Check the area and could not locate the vehicle.

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ADELL	
09/05/26	26C-00274 911 Hang Up in the 300 Block of Edgewood Avenue. Upon arrival, I could not hear any disturbance or see any signs of distress. Attempted contact at the front door and no one answered. I could hear someone talking inside, but there was no distress or yelling. Eventually a female came to rear door but did not contact us. After attempting to contact numerous times, the deputy and I cleared the residence as there was no emergency.
09/11/26	26C-00276 Ordinance Violation – Junk/Unlicensed Vehicle in the 400 Block of Grandview Cir. 5 Day warning issued to owner as required by ordinance. On follow up, it appeared the vehicle was removed and no longer on the property. The other vehicle parked in the backyard was legally registered.
09/13/26	26C-00278 Assist Ambulance and First Responders in the 200 Block of Brookview Ave for a patient feeling weak after a stroke a few weeks earlier. Started patient care and gathering information. Patient would be transported to hospital by ambulance.
09/23/26	26C-00285 Ordinance violation in Alley of Neugent between Edgewood and First. Could not locate the vehicle referenced by DPW. Email sent to DPW for further information if the vehicle is seen again.

WALDO	
09/05/26	26C-00271 Assist First Responders and Ambulance in the 300 Block of N Mill Street for a party who fainted. Arrived on scene and started assessment and gathering patient information. The patient would be transported to hospital by Orange Cross Ambulance.
09/11/26	26C-00275 Damage to Property 400 Block of N Lyndon Street. Ultimately there did not appear to be damage, but a vehicle was doing donuts. Attempt to locate was sent out. Still under investigation.
09/15/26	26C-00279 Injury Accident N Mill St and STH 28. One operator was flighted to Froedtert Hospital. Accident Report completed. Citation issued to the at fault operator and had to respond to Froedtert to talk with the operator.
09/27/26	26C-00281 Animal Complaint in the 400 Block of N Mill Street. The complainant advised that 2 pigs were running at large in their yard. On arrival, no pigs were located. The complainant advised that their dog chased them in the woods. No sign of the pigs and no reports of pigs lose.

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SHERMAN	
09/11/26	Watch for on-going fireworks issued on STH 57 & CTH RR area. Did not see any violations.
09/23/26	26C-00288 Car vs. Deer Accident on STH 57 south of CTH A (S). No injuries and accident report completed.
09/29/26	26C-00293 Traffic Complaint STH 144 & Camp Awana Road. The actual violation occurred in Washington County. Identified the suspect and vehicle. Contacted the complainant and advised them to call Washington County to report violations, and Washington County could contact us for the information.
09/29/26	26C-00294 Dispatched to STH 57 and CTH RR for a reported auto crash notification. On arrival, it was determined that a cell phone was left on top of a vehicle. As the vehicle turned onto STH 57, the phone fell off the vehicle and 911 was contacted. No accident and no law enforcement action is needed.

CASCADE	
09/02/26	26C-00269 Parking Violation 500 Block Madison Avenue. Parking citation issued along with a letter advising owner what could happen if violations continued. Both items mailed to owner.
09/23/26	26C-00283 Ordinance Violation in 400 Block of Francis Avenue referred from Health and Relief Committee. Upon arrival, the issue was resolved and no enforcement taken.
09/23/26	26C-00284 Ordinance Violation in the 500 Block of Milwaukee Avenue. Letter drafted for Property Owner based on Health and Relief Committee recommendation. Letter mailed and owner received. Currently working on resolution.
09/23/26	26C-00286 Alcohol License Background Check. Paperwork turned over to the clerk.
09/23/26	26C-00287 Alcohol License Background Check. Paperwork turned over to the clerk.
09/24/26	200 Block of Madison Avenue for a report of popping sound and possible fire. Fire Department responded and checked the area. No fire located.
09/27/26	26C-00292 Assisted Sheriff's Office with a Trespassing complaint in the W8900 Block of CTH W. We assisted until relieved by the Sheriff's Office.
09/30/26	26C-00296 Suspicious Complaint 200 Block of Madison Avenue. Complaint was unfounded and the vehicle belonged in the area.
09/30/26	26C-00297 Ordinance Violation in the 300 Block of Wisconsin Street referred from Health and Relief Committee. Citation issued to property owner.
09/30/26	26C-00298 Ordinance Violation in the 200 Block of North Avenue referred from Health and Relief Committee. Citation issued.

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LYNDON	
09/05/26	26C-00270 Noise Disturbance W6200 Block of Harbor Lights Rd. Prior to contacting complainant I stopped at Boat Launch and did not hear any noise coming from the area. I also parked at Silver Sands & Circle and walked to the complainant's residence. I did not hear any music. The complainant advised outside music was playing and mentioned the letter served on the business. I did not think the music was unreasonable, but I did contact the business and asked that the outside speakers be turned off until I could confirm the legality of the letter they received.
09/05/26	26C-00272 Ordinance Violation on Lake Ellen involving a wake boat. I contacted the owner who advised that the boat was not operated in wake mode, and they go to Long Lake when they want to use that function. Yesterday the boat was trying to get some very young skiers up, which causes the boat to be operated slower and bigger waves created, which was consistent with the photos I saw.

Hours by Area and Officer

Cascade 22 Hours & 75 Miles
Adell 10 Hours & 75 Miles
Lyndon 16 Hours & 224 Miles
Scott 10 Hours & 221 Miles
Sherman 10 Hours & 179 Miles
Waldo 16.5 Hours & 194 Miles

Jason 35 Hours

Tamara 12.5 Hours

Hang 17.5 Hours

Calvin 0 Hours

Tyler 19.5 Hours