

**RESOLUTION NO. 2025-093
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE OF
CALEDONIA TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH F
STREET CALEDONIA, LLC RELATED TO A SINGLE FAMILY AND MULTI-
FAMILY DEVELOPMENT**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, F Street Caledonia, LLC (“F Street”) has proposed a single family and multi-family development to be located at the southeast corner of Four Mile Road and N. Green Bay Road (the “Development”);

WHEREAS, F Street has requested a paygo development incentive from the Village to offset site development costs as the Development is located in the Village’s Tax Incremental District No. 6;

WHEREAS, the Village of Caledonia is willing to consider the request and study the feasibility of providing an incentive including evaluating whether the development would not occur but for the incentive if F Street pays for the costs the Village incurs to do so; and

WHEREAS, given the type request, Village staff increased the responsibilities for financial cost recovery, increased the deposit and modified the scope of the standard pre-development agreement which requires additional review and approval by the Village Board.

NOW, THEREFORE, BE IT RESOLVED THAT the reimbursement agreement in the form attached hereto as **Exhibit A** (the “Reimbursement Agreement”) is approved, and the Village President and Village Clerk are authorized to execute such agreement after approval.

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to approve additional amendments to this Reimbursement Agreement that provides for additional amounts of pre-development cost recovery and the Village staff are authorized to take such actions as are provided for under the agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 11 day of November, 2025.

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Jennifer Bass
Jennifer Bass
Village Clerk

**REIMBURSEMENT AGREEMENT WITH
F STREET CALEDONIA, LLC RELATED TO A PROPOSED SINGLE AND MULTI
FAMILY DEVELOPMENT TO BE LOCATED IN THE VILLAGE OF CALEDONIA**

THIS AGREEMENT is entered into by and between the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin ("the Village") and **F STREET CALEDONIA, LLC**, Wisconsin, a Limited Liability Partnership, ("Developer"), with regard to a proposed development in the Village of Caledonia (the "Agreement"):

RECITALS

1. The Developer has proposed to develop property in the Village containing single family and multi-family residential units located at the Southeast corner of 4 Mile Road and N. Green Bay Road with Parcel No: 104-04-23-30-001-000 ("Development"). Developer has requested a paygo development incentive from the Village utilizing funds from the Tax Document District No. 6, within which the Development would be located.

2. The Village agrees to study and consider the feasibility of offering an incentive as requested by the Developer, and to review, revise and/or draft any agreements, deed restrictions, easements or other documents associated with the Development if the same can be done without unreasonable expense to the Village's taxpayers.

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

PART A

**REIMBURSEMENT OF ENGINEERING, PLANNING, FINANCIAL CONSULTANTS,
LEGAL AND ADMINISTRATIVE COSTS**

1. The Developer, agrees to be liable for and shall pay to and reimburse the Village for any and all costs for engineering, inspection, planning, financial consultants, legal, and administrative fees and expenses reasonably incurred by the Village with respect to and referred to herein as the "Costs":

(1) processing, reviewing, revising, and acting on any applications, submittals, conceptual, preliminary or final Development plans, including the Developers incentive request and limited to, consultation reasonably required to address issues and problems encountered during the application and review process for the Development;

(2) processing, reviewing, revising, drafting and acting on any agreements, easements, deed restrictions or other documents associated with the Development; and

(3) The reimbursement of costs shall be retroactive to capture costs incurred by the Village beginning on August 1, 2025.

Such costs shall include the costs of outside services for attorneys, planners, financial consultants, agents, ecologists, sub-contractors, consulting engineers, other unspecified consultants, and the Village's own employees. The cost for Village employees' time shall be based upon the classification of the employee and the rates established by the Village Board, from time-to-time, for each such classification. Such costs shall also include, but not be limited to, those for attendance at telephone conferences and meetings, whether virtual or in-person. The cost for outside services shall be the direct cost incurred by the Village.

2. The Developer understands that the planning, legal, engineering, and/or other consultants retained by the Village are acting exclusively on behalf of the Village and not the Developer. Developer understands that invoices from Village legal counsel and other consultants may be confidential and subject to attorney client work product privilege and may only be available in redacted form.

PART B

GUARANTEE OF PAYMENT

1. The Developer shall deposit with the Village Treasurer the sum of Twenty Thousand and no/100 Dollars (\$20,000.) (the "Deposit"). The Village shall hold such Deposit and apply such Deposit toward payment of the above Costs relating to the Development in accordance with this Agreement. The Village will send to Developer an invoice summary of Costs deducted/applied against the Deposit beginning thirty (30) days after execution of this Agreement and submission of the Deposit and once every sixty (60) days thereafter for as long as the Deposit remains in place and is required. Notwithstanding the foregoing, under no circumstances shall the Developer be responsible for any Costs in excess of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) unless and until the parties mutually agree to a written amendment to this Agreement expressly authorizing such additional Costs. Developer understands that changes in scope, design, and configuration of the Development plans, will cause the Village to incur additional review and processing costs, but no such additional costs shall be reimbursable absent such a written amendment. Developer further understands that if the Parties are unable to come to terms on a written amendment, the Village may pause additional work or review as to the Development under consideration until such a time as a written amendment is agreed to and executed by the Parties.

2. If at any time said Deposit becomes insufficient to pay Costs incurred by the Village in accordance with this Agreement, the Developer shall deposit additional amounts within fifteen (15) days of written demand by the Village Finance Director setting forth the amount requested and including an itemization, together with reasonable evidence, of the Costs incurred and/or paid to date by the Village (except for costs for outside services not yet billed to Village) ("Itemized Costs") and those Costs owed but not paid by the Developer (except for costs for outside services not yet billed to Village) ("Unpaid Itemized Costs") and anticipated Costs, if known by Village. Until the required funds necessary to pay any Itemized Costs and Unpaid Itemized Costs are received as well as sufficient funds to replenish the Deposit with an additional \$5,000.00 or to an amount as otherwise agreed to by the parties, no additional work or review will be performed by

the Village as to the Development under consideration and the Village may reject any pending application and plans for non-payment of the above Costs, in each case if the Developer has failed to pay the same within such fifteen (15) day period. All Costs shall be paid prior to issuance of any permits for the Development and the payment of any incentives.

PART C

TERMINATION OF GUARANTEE

Within 60 days of written notice of abandonment of the application or conceptual plan, prior to final approval, (including abandonment or denial due to rejection by any reviewing agency), the Village shall furnish the Developer with final statements of all Costs remaining unpaid by Developer under this Agreement. In the case of any issuance, abandonment or denial, any excess funds shall be remitted to Developer, and, subject to the terms hereof, any Costs in excess of such Deposit shall be paid by the Developer within thirty (30) days after receipt of the final statements. In the case of an approval, and if the Development requires a written development agreement with the Village as to public infrastructure construction or any other public financial considerations, such Deposit shall carry forward under the terms of the development agreement entered into between the parties. Any interest earned on said Deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

PART D

The Developer may assign its obligations and rights under this Agreement to an entity that is the intended to be the property owner and/or end user for the Development without the consent of the Village so long as (1) there are funds remaining in the Deposit sufficient to pay all Costs, including Itemized Costs and Unpaid Itemized Costs; and (2) with thirty (30) days advance written notice to the Village of an intent to assign this Agreement to such end user to allow time for the Village and Developer to true-up the Deposit and Costs, including Itemized Costs and Unpaid Itemized Costs. A copy of such assignment documents shall be provided by Developer to Village and shall be appended to this Agreement.

PART E

GOVERNING LAW AND VENUE; RECORDING

This Agreement shall be construed under the laws of the State of Wisconsin and venue shall be in Racine County, Wisconsin

PART F

NOTICES

The parties shall deem all written notices required or permitted by this Agreement to have been given upon delivery to an officer or designated representative of the person entitled to such notice if hand delivered; two business days following deposit in the United States mail, postage

prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid; or upon transmission if by email. The Parties shall address each such communication or notice as follows, unless and until any of such parties notifies the other of a change of address.

If to the Village:

Village of Caledonia
5043 Chester Lane
Caledonia, WI 53403
Attention: Village Clerk
With a Copy to: Village Administrator and Village Finance Director
Email: TWillis@caledonia-wi.gov, jbass@caledonia-wi.gov and wkrueger@caledonia-wi.gov

With a Copy to:

Elaine Sutton Ekes, Esq.
Pruitt, Ekes & Geary, S.C.
Main Place
245 Main Street, Suite 404
Racine, WI 53403
Email: eseskes@peglawfirm.com

If to the Developer:

F Street Caledonia, LLC
Attn: Nick Jung
Director of Development
F Street
1134 N 9th Street, Suite 200
Milwaukee, WI 53233
Email: nick@fstreet.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 11
day of November, 2025.

[Signatures on the following pages]

F STREET CALEDONIA, LLC

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____
(Print)

STATE OF WISCONSIN)
) SS:
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2025, the above-named _____, the _____, of F Street Caledonia, LLC to me known to be the person(s) who executed the foregoing instrument on behalf of the said Developer and acknowledged the same.

Notary Public, Milwaukee County, Wisconsin
My Commission expires: _____

VILLAGE OF CALEDONIA:

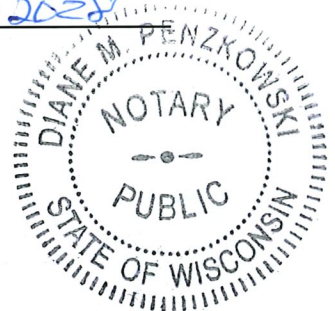
By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Jennifer Bass
Jennifer Bass
Village Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 11 day of November, 2025 the above-named Thomas Weatherston and Jennifer Bass, Village President and Village Clerk, respectively, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument on behalf of the said Village and acknowledged the same.

Diane M Penzkowski
Notary Public, Racine County, WI
My Commission Expires: 4-14-2028



This instrument drafted by:
Pruitt, Ekes & Geary, S.C.