

**RESOLUTION NO. 2025-095
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA
TO EXECUTE A REIMBURSEMENT AGREEMENT WITH TIMOTHY J.
FITZSIMMONS**

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

WHEREAS, Timothy Fitzsimmons, the Owner of 7323 Lamberton Road and 7331 Lamberton Road, has requested that the Drainage Easements in the rear yards of the properties be reviewed and decreased in size.

WHEREAS, the Village & Caledonia Utility District have preliminarily reviewed the rear yards, and the drainage easements appear that they would be able to be adjusted based on a storm sewer project performing in 1996.

WHEREAS, the Village & Caledonia Utility District will need to perform some field work and create new easement documents which are for the benefit of the owner.

WHEREAS, the Village & Caledonia Utility District have required a Reimbursement Agreement and deposit to be made to cover the time and effort of staff.

WHEREAS, the Owner, Timothy Fitzsimmons, has executed the Reimbursement Agreement and made the required deposit.

WHEREAS, the President and Clerk of the Village need to execute the Reimbursement Agreement as necessary.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Reimbursement Agreement as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, is approved and that the Village President and Village Clerk are authorized to execute said Reimbursement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 25 day of November, 2025.

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Jennifer Bass
Jennifer Bass
Village Clerk

DOCUMENT NUMBER

DRAINAGE EASEMENT AGREEMENT:
TIMOTHY J. FITZSIMMONS

RETURN TO:
VILLAGE CCLERK
5043 CHESTER LANE
RACINE, WI 53402

PARCEL IDENTIFICATION NUMBER:
104-042308333000

Prepared by:

Elaine S. Ekes
Pruitt, Ekes & Geary, S.C.

**REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF CALEDONIA AND
TIMOTHY J. FITZSIMMONS RELATED TO A REQUEST TO COMPLETE IN-PART
A RELEASE OF A 40' DRAINAGE EASEMENT AND IN-PART TO GRANT A
REVISED 30' DRAINAGE EASEMENT RELATED TO 7323 LAMBERTON ROAD,
PARCEL NO. 104-04-23-08-333-000**

THIS AGREEMENT is entered into between the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin ("the Village") and **TIMOTHY J. FITZSIMMONS**, an individual ("Owner"), with regard to a request to complete in-part a release of a 40' Drainage Easement and in-part to grant a revised 30' Drainage Easement related to 7323 Lamberton Road in the Village, Parcel No. 104-04-23-08-333-000 (the "Agreement").

RECITALS

1. WHEREAS, the Owner desires to construct an addition to an existing detached garage on the Parcel, however, a setback cannot be met because of a drainage easement area on the Parcel that is for allowing surface water to drain through the property ("Drainage Easement");
2. WHEREAS, Owner has requested that the Village review and revise the Drainage Easement to alleviate the setback issue;
3. WHEREAS, the Public Services Director has indicated that the Village would consider releasing and revising the Drainage Easement as long as the side slopes on the existing drainage easement do not exceed a manageable 4:1 side slope;
4. WHEREAS, the Village is willing to facilitate the matter if it can do so without unreasonable cost to the Village and if Owner is willing reimburse the Village for any costs incurred in this matter.

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

PART A

**REIMBURSEMENT OF ENGINEERING, PLANNING, LEGAL, ADMINISTRATIVE
AND OTHER COSTS**

1. Owner, agrees to be liable for and shall pay to and reimburse the Village for any and all costs for planning, legal and administrative fees and expenses incurred by the Village with respect to: processing, reviewing, revising, drafting and approving any deeds, surveys, legal descriptions, agreements, easements, deed restrictions or other documents associated with this matter, including but not limited to, consultation reasonably required to address problems encountered during the review process for the Parcel; and

Such costs shall include the costs of the Village's own employees, including its engineers and inspectors, and outside services for attorneys, planners, agents, consulting engineers. 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. The cost for outside services shall be the direct cost incurred by the Village.

2. Owner understands that the planning, legal and/or engineering consultants retained by the Village are acting exclusively on behalf of the Village and not Owner.

3. All costs shall be reimbursed to the Village within thirty (30) days upon billing to Owner and prior to issuance of any building permit to Owner.

PART B

GUARANTEE OF PAYMENT

1. The Owner shall deposit with the Village Treasurer the sum of Two Thousand Dollars (\$2,000.00) in the form of a check. The Village shall deposit and apply such funds toward payment of the above costs relating to the matter. Any excess funds shall be remitted to Owner, and, subject to the terms hereof, any costs in excess of such deposit shall be paid by the Owner upon request by Village. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

2. The Village may withhold approvals for non-payment of the above costs.

3. Owner hereby consents to the Village's imposing a special charge upon the Parcel located in Village of Caledonia, Wisconsin, for any amounts due to the Village under this Agreement plus any costs the Village has incurred in attempting to collect the amounts due in accordance with Sec. 3-5-1 of the Village's Code of Ordinances. This special charge shall become a lien upon the Parcel. Owner hereby waives any rights it may have to any notices or hearings with respect to the special charge imposed under Sec. 66.0627, Wis. Stat.

PART C

GENERAL

1. Successors and Assignment. This Agreement is binding upon and enforceable against the permitted successors and assigns of the Parties. The Village may assign its interest in this Agreement to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Village. Owner may assign its interests and obligations under this Agreement with the prior written consent of the Village, which consent shall not be unreasonably withheld, conditioned, or delayed.

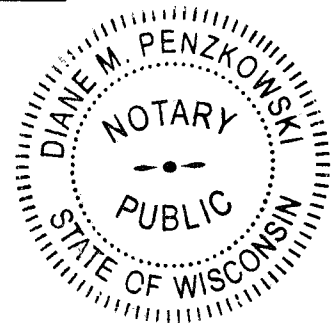
2. Agreement Runs with the Land. This Agreement shall be binding upon all owners of the Parcel, and their successors in title or assigns, and the provisions hereof shall be covenants

3. Authority to Execute. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

By: 
Timothy J. Fitzsimmons

Personally came before me this 29th day of October, 2025, the above-named **TIMOTHY J. FITZSIMMONS** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public,
 My Commission: 4-14-2028



VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
President

Attest: Jennifer Bass
Jennifer Bass
Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 25 day of November, 2025 the above-named **Thomas Weatherston and Jennifer Bass**, President and 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: 4-14-2028

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

This instrument revised by:
Village of Caledonia
Anthony A. Bunkelman P.E.

