



2445 S. Afton Rd.  
Beloit, WI 53511  
608.364.2980 Phone  
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[www.townofbeloit.org](http://www.townofbeloit.org)

MEMORANDUM

April 11, 2024

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TO: Town of Beloit Board of Supervisors  
FROM: Tim Wellnitz, Town Administrator  
RE: Discussion and possible action on development agreement with BJJG Investments, LLC for  
Creekside Estates subdivision

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**STAFF RECOMMENDATION**

Town staff recommends approval of the development agreement.

**RECOMMENDED MOTION**

I move to approve the development agreement with BJJG Investments, LLC for the Creekside Estates subdivision.

**BACKGROUND**

The Developer previously received Town Board approval of the preliminary plat to create twenty-one (21) single family lots and one (1) out lot for stormwater management.

**ANALYSIS**

The proposed development agreement addresses standard construction requirements including the providing of public improvements, construction schedule, etc.

**CC: Karry DeVault, Town Clerk**



**TOWN OF BELOIT  
BJJG INVESTMENTS, LLC  
DEVELOPMENT AGREEMENT**

MUNICIPALITY: Town of Beloit (“Town”)  
2445 South Afton Road  
Beloit, Wisconsin 53511

DEVELOPER: BJJG Investments, LLC (“Developer”)  
8311 Redonda Loop  
Lakewood Ranch, FL 34202

NAME OF DEVELOPMENT: Creekside Estates (“Development”)

LOCATION AND DESCRIPTION  
OF DEVELOPMENT PROJECT: See Attached Exhibit A

DATE OF AGREEMENT:

WHEREAS, Developer seeks to divide and subdivide the real estate described in the attached Exhibit A;

WHEREAS, the Town desires to have said property developed in accordance with the Town’s ordinances and the statutes and administrative regulations of the State of Wisconsin and to have such development progress in accordance with a general view to public health, safety and welfare without unreasonable expense to the Town’s taxpayers;

WHEREAS, the Town’s Planning Commission held a hearing with regard to the preliminary plat, which is attached as Exhibit B;

WHEREAS, the Town’s Planning Commission recommended approval of the plat upon certain terms and conditions; and

WHEREAS, the Town Board approved the preliminary plat, subject to certain terms and conditions set forth below and subject to the execution of this Development Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the grant of approval by the Town of Developer’s preliminary plat and the development thereof, the Town and Developer mutually agree as follows:

PLAT(S) APPROVAL: The Town’s approval of the final plat(s) proposed by Developer may be subject to certain terms and conditions as set forth herein. It is understood between the parties that it is the responsibility of Developer to also obtain approval of the final plat(s) by all other necessary governmental entities.

**IMPROVEMENTS:** Developer agrees to undertake and construct certain public improvements required by the Town pursuant to the Town's ordinances and the statutes and administrative rules of the State of Wisconsin including, without limitation, Sections 236.13(2)(a) and 236.13(2)(c) of the Wisconsin Statutes. A description of the required public improvements is contained in Exhibit C, attached hereto and incorporated by reference herein and are further included in the final engineering plans prepared by Combs and Associates dated November 2, 2023 and approved by the Town's Engineer.

Developer further agrees that it shall construct certain improvements, or portions thereof, which may be required to connect the proposed project to existing utilities, including facilities outside of the boundaries of the project and to convey said improvements, rights of way, storm sewer/detention/retention lands or environmental areas by easement or dedication to the Town in accordance with the Town's development policies. A description of said additional improvements, if any, are contained in Exhibit D, attached hereto and incorporated by reference herein.

Developer has submitted plans and specifications for the public improvements, prepared by a licensed engineer, to the Town Engineer for approval. The Town Engineer has approved such plans and specifications prior to the commencement of any construction on the project site. Developer shall be required to obtain and pay for all required permits or other authorizing documents necessary to install the required improvements. If necessary, the Town Engineer shall apply for sanitary sewer permits as required by law and the cost of such permits and the charges incurred for such application shall be paid by Developer.

Town shall be responsible for the payment for connection of road from Developer's property to Creekview estates (3 FRANKS Services, LLC estimate of 209' of road for \$10,650 plus any related earthwork and seeding).

The Town shall become responsible for maintenance of the public improvements installed as a result of the project, upon approval of said improvements by the Town Engineer.

**CONTRACTOR:** Developer may contract with a contractor or subcontractors of Developer's choice for the installation of the improvements described and specified herein. The contractor or subcontractors shall be subject to approval by the Town Engineer, which approval shall not be unreasonably withheld. Developer shall pay the total cost of the improvements pursuant to the contract or contracts between Developer and those persons making the improvements. Developer agrees to use its best efforts to expeditiously administer and enforce the contract with the persons making the improvements so as to complete the project within the time limits agreed upon, if any, between Developer and the Town, weather and other conditions beyond the control of Developer excepted.

**CONSTRUCTION SCHEDULE AND REQUIREMENTS:** Attached hereto and incorporated by reference herein is a Construction Schedule ("Schedule") (Exhibit E) which sets forth commencement date(s) and anticipated completion date(s) of the project. Developer shall comply with

the timeline requirements of the Schedule or shall request an extension that shall not be unreasonably withheld or be subject to the penalties outlined in this section.

In addition, as a part of the Schedule, there may be provisions contained therein as to the times of operation by contractors or subcontractors on the project and requirements regarding the condition and cleanliness of the work site during different phases of the project. Developer agrees to abide by any such conditions as set forth in the Schedule. Notwithstanding any such provisions, Developer shall maintain the project site in a clean and sanitary condition at all times. Adequate toilet facilities and trash collection services shall be provided during all periods of construction. No construction materials or debris shall be buried on the site.

It is understood between the parties that no building permit(s) for construction shall be issued by the Town until Developer records the final plat for the Development (the "Final Plat for Phase 1 Development").

**ADMINISTRATIVE COSTS:** Developer agrees to pay to the Town any and all administrative fees, which include any permit fees, inspection fees, engineering fees and any reasonable attorney's fees incurred for future modification and/or breach of this Agreement and the Town's cost to purchase and install all necessary traffic regulatory and street name signs within the Development. Developer further agrees that the Town shall not be responsible for any costs or expenses related to this project or the construction or installation of the onsite public improvements.

**SECURITY FOR COSTS:** To secure Developer's required payments as described in this Agreement, Developer shall provide the Town with an irrevocable letter of credit or certified check ("Security") or Bond from acceptable insurance company in the amount of one hundred and ten percent (110%) of the infrastructure improvement costs. The Security shall be filed with the Town Administrator three (3) days prior to the commencement of construction of any of the public improvements in the Development. The Security shall permit the Town to draw upon said Security, upon demand made in writing bearing the signature of the Town Administrator and Town Finance Director in the event of default by Developer that is not cured within the applicable cure period.

Any Security issued pursuant to this Agreement shall be issued in a form acceptable to the Town Attorney. Such Security may be periodically released, in part, by the Town Administrator upon recommendation by the Town Engineer as the construction of the project proceeds.

**EVENTS OF DEFAULT:** Default by Developer shall occur if Developer fails to fulfill any provision of this Agreement that is not cured within thirty (30) days following written notice of such breach. If the failure cannot reasonably be cured or performed within such thirty day (30) period, Developer shall be allowed such additional time, as is reasonably necessary to cure or perform the same, so long as the Developer begins to cure within said thirty day (30) period and diligently pursues the cure to completion.

**INSURANCE:** Developer understands and agrees that Developer and Developer's contractor(s) and subcontractor(s) shall be required to meet the

current insurance requirements of the Town. The form of the insurance shall be approved by the Town Attorney and the Town shall be named as an additional insured on all such insurance. Developer has submitted this form of insurance.

**WARRANTIES:** Developer represents and agrees that:

It is or will become the lawful owner of the parcel or parcels to be improved in accordance with this Agreement prior to the commencement of the project. Developer shall obtain and record all easements or rights of ways necessary to gain access to the Development or to provide required drainage or utility easements.

Developer shall defend, indemnify and hold the Town harmless for all losses, claims, liabilities, expenses and costs arising from damage to property or injury to persons occurring in connection with the construction of public improvements and all aspects of constructing the Development, except for damage or injury attributable to or caused by the neglect or willful misconduct of the Town.

In the event the Town exercises its right to draw on the Security pursuant to and as described in this Agreement or otherwise incurs legal expenses arising from Developer's breach of this Agreement that is not cured within the applicable cure period, Developer shall reimburse the Town for its reasonable attorney's fees and costs connected with the enforcement of this Agreement.

**OPEN SPACE, STORM WATER AND ENVIRONMENTALLY SENSITIVE AREAS:** Developer recognizes that the Town has storm water detention/retention dedication requirements which are a part of the Town ordinances. Developer shall satisfy those requirements as a part of this Agreement. Such facilities or dedicated areas shall be the responsibility of and maintained by the property owner. Developer shall, if required by the Town Engineer, provide or give perpetual easements in favor of the Town for environmentally sensitive areas within the project which shall be agreed upon between the Town and Developer to protect and preserve their public value.

**NO WAIVER:** Except as specifically provided herein, nothing set forth in this Agreement shall be construed as a waiver or release of the responsibilities of Developer to adhere to and conform to this Agreement, the Town's ordinances and the statutes and administrative regulations of the State of Wisconsin.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Wisconsin with venue being in Rock County.

**AMENDMENT:** This Agreement shall only be amended or modified by an amendment in writing approved and executed by authorized representatives of the Town and Developer.

**EFFECTIVE DATE:** This Agreement shall become binding upon signature by the Town and Developer.

AGREEMENT BINDING: This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

ENTIRE AGREEMENT: This document, and any and all Exhibits and written amendments, represents the entire agreement between the parties.

SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect.

NOTICE: All written notices to the parties shall be sent the following addresses:

TOWN OF BELOIT  
c/o Town Administrator  
2445 South Afton Road  
Beloit, Wisconsin 53511

BJJG INVESTMENTS, LLC,  
c/o John Giampoli  
8311 Redonda Loop  
Lakewood Ranch, FL 34202

and to

Scott Christian  
Thorpe and Christian  
1624 Hobbs Drive , Suite 1  
Delavan, Wisconsin 53115

TOWN OF BELOIT

By: \_\_\_\_\_  
Diane M. Greenlee, Town Chairperson

Dated: \_\_\_\_\_

BJJG INVESTMENTS, LLC

By: \_\_\_\_\_  
John Giampoli, Member

Dated: \_\_\_\_\_





***CREEKSIDE ESTATES***

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 42-216 OF CERTIFIED SURVEY MAPS OF ROCK COUNTY, WISCONSIN, AS DOCUMENT NO.2249566 AND LOCATED IN THE SW 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4, NE 1/4 OF THE SW 1/4 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3, T.1N., R.12E. OF THE 4TH P.M., TOWN OF BELOIT, ROCK COUNTY, WISCONSIN. FORMERLY BEING PART OF OUTLOT 3-7 AND 3-8 OF THE ASSESSOR'S PLAT OF THE TOWN OF BELOIT. CONTAINING 30.09 ACRES.



**EXHIBIT B – Preliminary and Final Plat for Creekside Estates**

**EXHIBIT B – Preliminary and Final Plat, as submitted to the Plan Commission  
See next page**



## EXHIBIT C – Improvements for Creekside Estates

Required public improvements for the Creekside Estates Development:

- Public Streets
- Stormwater Management
- Electric, Gas, Telephone, Cable TV, Internet
- Record drawings of the completed public improvements including storm drainage

See improvement plans, prepared by Combs and Associates



## Exhibit D – Additional Improvements Creekside Estates

Additional public improvements for the Creekside Estates Development:

- Coordination with the Post Office on the location of a Cluster Mail Box
- Street Lights

See improvement plans, Prepared by Developers Engineer





## Exhibit E – Construction Schedule Creekside Estates

This project, Creekside Estates, will be constructed in one phase.

### Construction Schedule:

Construction will commence within 30 days of approval of the final Plat and obtaining all required permits.

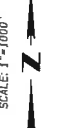
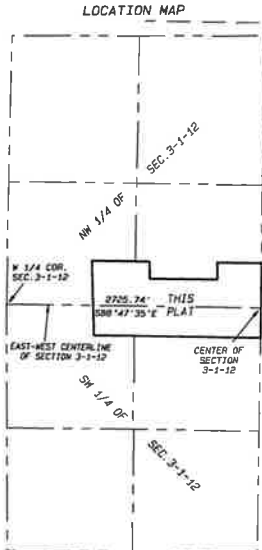
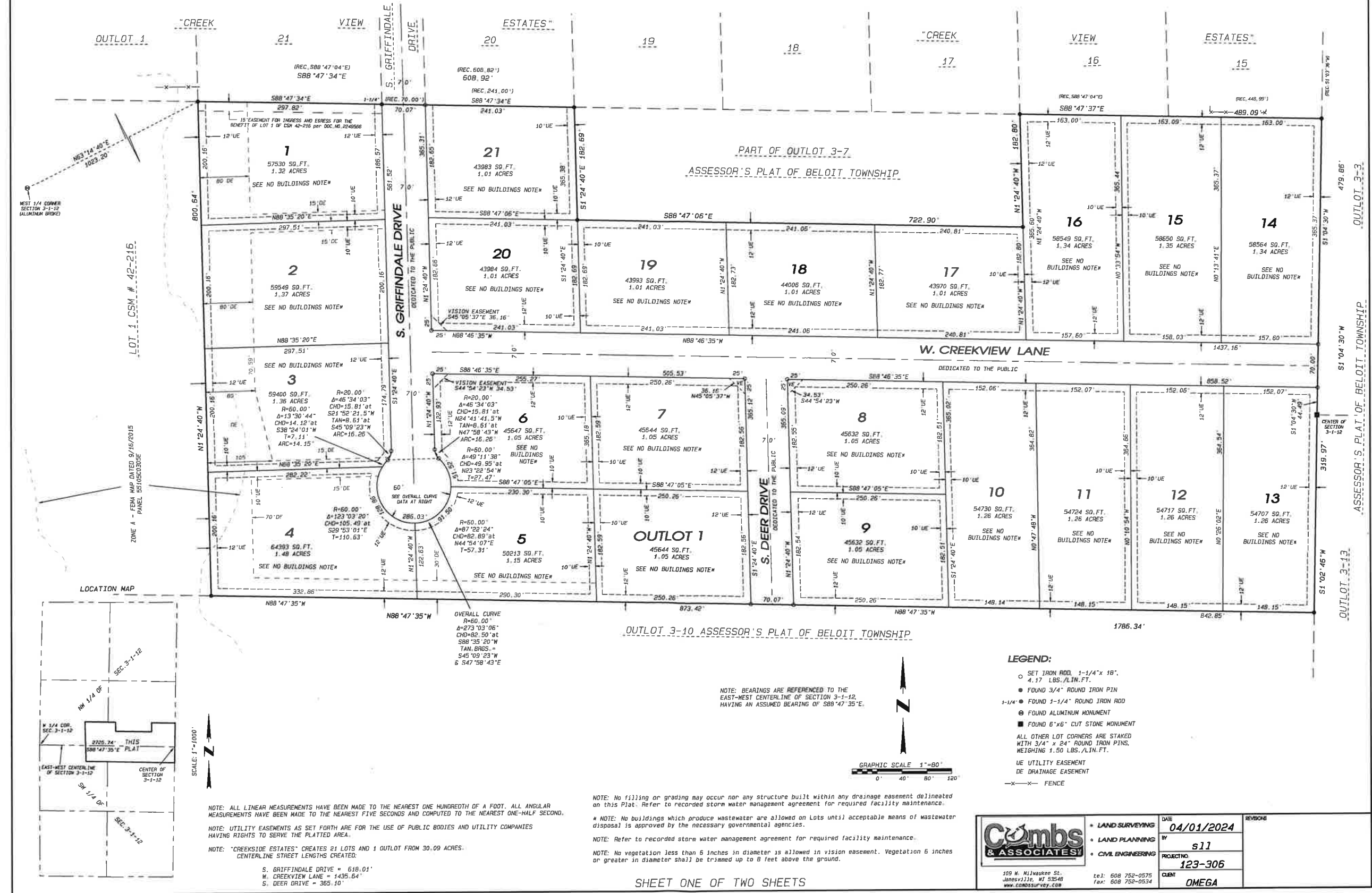
All work will be substantially completed within 90 days of starting.

- Anticipated approval date April 15, 2024
- Start work date May 15, 2024
- Substantial Completion date November 30, 2024



# CREEKSIDE ESTATES

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 42-215 OF CERTIFIED SURVEY MAPS OF ROCK COUNTY, WISCONSIN, AS DOCUMENT NO. 2249566 AND LOCATED IN THE SW 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4, NE 1/4 OF THE SW 1/4 AND IN THE NW 1/4 OF SECTION 3, T.1N., R.12E. OF THE 4TH P.M., TOWN OF BELOIT, ROCK COUNTY, WISCONSIN, FORMERLY BEING PART OF OUTLOT 3-7 AND 3-8 OF THE ASSESSOR'S PLAT OF THE TOWN OF BELOIT.



<p>109 N. Milwaukee St. Janesville, WI 53548 www.combsurvey.com</p>	LAND SURVEYING LAND PLANNING CIVIL ENGINEERING	DATE: 04/01/2024 BY: s11 PROJECT NO: 123-306 CLIENT: OMEGA	REVISIONS
	TEL: 608 752-0575 FAX: 608 752-0534		

