

**AGREEMENT**  
**between the**  
**LAKE COUNTY**  
**STORMWATER MANAGEMENT COMMISSION**  
**and the**  
**BRADLEY ROAD INDUSTRIAL PARK UNIT I AND UNIT II PROPERTY**  
**OWNERS ASSOCIATION**  
**for the**  
**BRADLEY ROAD SUBDIVISION STORMWATER IMPROVEMENTS**  
**PHASE 1**

THIS IS AN AGREEMENT by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Rd., Libertyville, Illinois 60048 (hereinafter called SMC) and the Bradley Road Industrial Park Unit I and Unit II Property Owners Association, 625 Forest Edge Dr., Vernon Hills, Illinois 60061 (hereinafter called ASSOCIATION).

**PROJECT DESCRIPTION**

This project is located in the Bradley Road Subdivision in Libertyville Township. The project includes the design, permitting, and construction of an approximately 736 linear foot relief storm sewer from the Ballard Drive right-of-way near PIN 1124301012 through PINs 1124302012 and 1124302020, ultimately discharging at the southern end of the detention basin in PIN 1124303015. The relief storm sewer will be constructed with approximately 689 linear feet of 54-inch reinforced concrete pipe and approximately 50 linear feet of 43x68 inch horizontal elliptical concrete pipe. This relief storm sewer will reduce road flooding at Ballard Drive, as well as structural and nuisance flooding at PIN 1124301012.

The project also includes the design, permitting, and construction of approximately 50 linear feet of storm sewer to redirect stormwater discharge from an existing trunkline storm sewer to the northern end of the detention basin at PIN 1124303015 instead of discharging directly to the Middle Fork of the Chicago River North Branch. Redirecting stormwater discharge to the detention basin at PIN 1124303015 will improve the water quality of stormwater flowing to the Middle Fork of the Chicago River North Branch.

This work is hereinafter called the PROJECT.

**SCOPE OF WORK**

1. The ASSOCIATION will complete the PROJECT as described above and as further detailed in the PROJECT WORK PLAN, which is described below.

2. The ASSOCIATION will hire all consultants and/or contractors and procure all materials and/or equipment necessary to complete the PROJECT.
3. Upon request, SMC will provide limited technical assistance to the ASSOCIATION during the PROJECT. This may include review of design documents, permit applications, and/or the methods, materials, and equipment to be used during construction.
4. The ASSOCIATION will prepare and submit to SMC a detailed PROJECT WORK PLAN, describing the tasks to be completed, expected project results, and methods that will be used to evaluate the project results, and including a detailed schedule for the PROJECT.
5. The ASSOCIATION or its technical representative shall develop an Operation and Maintenance Plan (O&M Plan) to ensure the long-term viability of the PROJECT. The O&M Plan shall include at a minimum, annual inspections and appropriate maintenance activities. The ASSOCIATION shall identify the financial resources for the implementation of the O&M Plan and include that information in the O&M Plan.
6. For work performed within a public road right-of-way (ROW), easement documentation is not required. However, except when the jurisdictional road authority is performing the work, no work within public road rights-of-way shall be performed without appropriate permits or authorization from the jurisdictional road authority. Evidence of such land rights shall be provided to the SMC prior to construction.
7. For in-the-ground construction outside the road ROW, the ASSOCIATION shall, **prior to construction**, provide SMC with evidence of all land rights necessary to complete and maintain the PROJECT improvements, including Owner-authorized land access and/or land rights or evidence of possessory interest, in the form of previously recorded documentation or written authorization, **from all property owners affected**. Upon request, SMC staff may provide limited assistance. Land rights for each parcel shall include the following:
  - a) A recordable permanent easement for the PROJECT land area where the stormwater infrastructure (e.g., drainageway, storage area, swale, permeable parking area, etc.) is located.
  - b) If necessary, a temporary construction easement, or other right of access, to access the PROJECT area.
  - c) If necessary, a recordable permanent ingress and egress access path or access point for the purpose of accessing the permanent easement premises to maintain the PROJECT.

Instruments for documentation or authorization may include recorded permanent easements; land covenants, deed-restricted areas, or prescriptive easement (with the Owner's authorization or evidence of possessory interest); or other Owner-approved and

- SMC-accepted legal instruments (i.e., owner-executed license agreement). The ASSOCIATION shall provide SMC with evidence of such land rights prior to construction.
8. The PROJECT will comply with or be consistent with all applicable regulations, laws, and statutes. The ASSOCIATION will obtain all permits necessary to complete the PROJECT, including, but not limited to, if necessary, a wetland permit from the US Army Corps of Engineers (USACE), a Watershed Development Permit from SMC or the appropriate certified community (as applicable), a construction stormwater permit from the Illinois Environmental Protection Agency (IEPA), and a consultation with the Illinois Department of Natural Resources (IDNR) regarding state listed threatened and endangered species. Please note that permit fees are the responsibility of the ASSOCIATION and are not reimbursable under this AGREEMENT; however, such fees may count toward the ASSOCIATION's share of the total PROJECT cost.
  9. During the PROJECT, the ASSOCIATION will prepare and submit to SMC a brief one-to two-page written progress report and, upon completion of the PROJECT, a brief one to two page written final report. Photographic documentation of before, during, and after construction must be included.

### **SCHEDULE**

1. The ASSOCIATION shall submit a PROJECT WORK PLAN to SMC prior to construction and no later than March 1, 2026.
2. The ASSOCIATION shall submit a brief written progress report on the PROJECT to SMC on or before July 31, 2026.
3. The ASSOCIATION shall complete the PROJECT on or before November 30, 2026. If necessary, the ASSOCIATION may request an extension from SMC (in writing) prior to November 1, 2026.
4. The ASSOCIATION shall submit a written final report on the PROJECT to SMC on or before November 30, 2026. If necessary, the ASSOCIATION may request an extension from SMC (in writing) prior to November 1, 2026.
5. The ASSOCIATION shall submit the O&M Plan concurrently with the project final report and should include annual inspections and appropriate maintenance activities.
6. The ASSOCIATION shall submit a written request for reimbursement of eligible PROJECT expenditures to SMC on or before November 30, 2026. If necessary, the ASSOCIATION may request an extension from SMC (in writing) prior to that date. Requests for reimbursement submitted after the deadline will not be honored unless the SMC granted an extension prior to that date.

## COMPENSATION

1. The total cost of the PROJECT is approximately \$394,335.
2. SMC will reimburse the ASSOCIATION for 50% of eligible PROJECT expenditures made after execution of this AGREEMENT by SMC, or \$100,000, whichever is less.
3. Operation and maintenance costs that are not identified in the SCOPE OF WORK, or that occur after the terms of this Agreement, are not eligible for reimbursement.
4. Final payment of reimbursable expenditures shall become due and payable by SMC after successful completion of the PROJECT and the receipt of a written request for reimbursement from the ASSOCIATION to SMC along with an invoice for the requested reimbursement amount and adequate documentation of the PROJECT expenditures (e.g., invoices, proof of payment, etc.), including in-kind services.

## TERMS AND CONDITIONS

1. The terms of this AGREEMENT are valid until November 30, 2026. The ASSOCIATION agrees to be responsible for the long-term operation and maintenance of the PROJECT.
2. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. In the event of such termination occurring prior to project completion, SMC shall reimburse the ASSOCIATION for 50% of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$50,000.
3. All adjustments, additions, and/or deletions to this AGREEMENT, including substantive changes to the PROJECT description and/or scope of work, are subject to the written approval of both parties.
4. The ASSOCIATION will encourage property owners benefitting from the PROJECT to contribute to the PROJECT in the form of cash, in-kind services, and/or the value of land rights granted to the ASSOCIATION. Any costs associated with acquiring land rights from property owners benefitting from the PROJECT are the responsibility of the ASSOCIATION and are not reimbursable under this AGREEMENT; however, such costs may count toward the ASSOCIATION's share of the total PROJECT cost.
5. The ASSOCIATION will include in any PROJECT-related publications created for general external circulation (e.g., brochures, newsletters, and website and presentation materials) the following phrase: *"Funding for this project was provided in part by the Lake County Stormwater Management Commission."*

6. This AGREEMENT shall be governed by and construed according to the laws of the State of Illinois.
7. This AGREEMENT supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

**LAKE COUNTY STORMWATER  
MANAGEMENT COMMISSION:**

**BRADLEY ROAD INDUSTRIAL  
PARK UNIT I AND UNIT II  
PROPERTY OWNERS  
ASSOCIATION:**

\_\_\_\_\_  
Kurt A. Woolford  
Executive Director

\_\_\_\_\_  
Beth Dancy  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_