

THIRD AMENDMENT
to the
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)
INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE
VILLAGE OF LIBERTYVILLE
FOR THE
ROCKLAND ROAD CORRIDOR AND HIGHLANDS SUBDIVISION PHASE 1 & 2 FLOOD REDUCTION
PROJECTS

This amendment is by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as “SMC”), 500 West Winchester Road, Libertyville, Illinois 60048 and the Village of Liberty (herein referred to as Local Sponsor), 118 W. COOK AVE., LIBERTYVILLE, IL 60048, who agree to amend the original Agreement (defined below), as follows:

RECITALS

WHEREAS, the original Agreement between the parties provided the Amount of Grant Contribution SMC agrees to contribute, by means of reimbursement, eligible project expenses in amounts not to exceed: \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and \$2,141,377 for the Highlands Subdivision Phase 2 Project; and,

WHEREAS, the original Agreement between the parties provided the Required Project Expense Match (PEM) will be paid by the Local Sponsor to SMC in the amounts of \$315,191 for the Rockland Road Corridor Project, \$169,675 for the Highlands Subdivision Phase 1 Project and \$132,126 for the Highlands Subdivision Phase 2 Project to support administrative and engineering services; and,

WHEREAS, the FIRST AMENDMENT extended the Agreement to continue through September 30, 2024; and,

WHEREAS, the SECOND AMENDMENT amended the Agreement values for Amount of Grant Contribution and Required Project Expense Match for the Highlands Subdivision Phase 2 Project; and,

WHEREAS, the parties find it necessary and appropriate to amend the Agreement to increase both the Project Expense Match (PEM) paid by the Local Sponsor and the Amount of Grant Contribution provided by SMC via reimbursement of eligible project costs for the Highlands Subdivision Phase 2 Project; and,

WHEREAS, the parties find it beneficial and necessary to extend the date by which the Local Sponsor shall pay the PEM required by the Agreement to SMC; and,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that

1. Paragraph 1.3 Amount of Grant Contribution shall be stricken in its entirety and replaced with

the following:

1.3 Amount of Grant Contribution. Through this Agreement, SMC agrees to contribute, by means of reimbursement for eligible project expenses in an amount not to exceed: \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and up to \$2,916,386.51 for the Highlands Subdivision Phase 2 Project, all from the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant for implementation of the PROJECTS. SMC Reimbursement is contingent upon funding from DCEO, Local Sponsor's compliance with the terms of the DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOPCIP program, and compliance with all applicable federal and state laws and regulations.

1. Paragraph 1.4 Required Project Expense Match shall be stricken in its entirety and replaced with the following:

1.4 Required Project Expense Match. A Project Expense Match (PEM) will be paid by the Local Sponsor to SMC in the amounts of \$315,191 for the Rockland Road Corridor Project, \$169,675 for the Highlands Subdivision Phase 1 Project and up to \$374,026.04 for the Highlands Subdivision Phase 2 Project to support administrative and engineering services. The PEM shall be paid to SMC by **November 15, 2024**. If this Agreement is terminated, PEM costs shall be determined as set forth in Section 6.6.c.

2. All terms and conditions set forth in the original Agreement and any subsequent amendments thereto that are not altered herein shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Stormwater Management Commission and The Village of Libertyville have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

Kelly Amidei, Village Administrator
Village of Libertyville

Date

STORMWATER MANAGEMENT COMMISSION

Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Date