

**SECOND 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 to the Agreement stated this Agreement extends through September 30, 2024; and,

**WHEREAS**, paragraph 1.3 provided the Amount of Grant Contribution that SMC agrees to contribute, by means of reimbursement, eligible project expenses in amounts not to exceed: \$2,141,377 for the Highlands Subdivision Phase 2 Project; however, the parties find it beneficial and necessary to increase the value of the agreement; and,

**WHEREAS**, paragraph 1.4 provided the Required Project Expense Match (PEM) will be paid by the Local Sponsor to SMC in the amount of \$132,126 for the Highlands Subdivision Phase 2 Project; however, the parties find it beneficial and necessary to increase the value of the agreement; and,

**WHEREAS**, the Local Sponsor Required Project Expense Match (PEM) \$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 has been paid to SMC; however, the parties find it beneficial and necessary to extend the date the PEM shall be paid 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, 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 \$2,750,000 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-STOPIPCIP 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 \$352,687 for the Highlands Subdivision Phase 2 Project to support administrative and engineering services. The PEM shall be paid to SMC by June 28, 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