

**CITY OF SULLIVAN, ILLINOIS**

**ORDINANCE NO. 19-14**

**SULLIVAN TAX INCREMENT FINANCING DISTRICT I**

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A FIRST AMENDMENT TO THE TAX  
INCREMENT FINANCING  
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

**by and between**

**THE CITY OF SULLIVAN, MOULTRIE COUNTY, ILLINOIS**

**and**

**RE-BORN PROPERTIES, LLC**

**and**

**MARISSA LINGAFELTER-BORN**

**and**

**JOSH BORN**

**ADOPTED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF SULLIVAN, MOULTRIE COUNTY, ILLINOIS  
ON THE 26<sup>TH</sup> DAY OF AUGUST, 2019.**

CITY OF SULLIVAN, ILLINOIS: ORDINANCE NO. 19-14

SULLIVAN TIF DISTRICT I

AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A FIRST AMENDMENT TO THE TAX INCREMENT  
FINANCING (TIF) DISTRICT REDEVELOPMENT AGREEMENT

by and between

THE CITY OF SULLIVAN  
and  
RE-BORN PROPERTIES, LLC  
and  
MARISSA LINGAFELTER-BORN  
and  
JOSH BORN

The Mayor and City Council of the City of Sullivan, Moultrie County, Illinois, an Illinois municipal corporation (the "City"), have determined that this First Amendment to the Redevelopment Agreement is in the best interest of the citizens of the City of Marion.

**THEREFORE**, be it ordained by the Mayor and City Council of Sullivan, Illinois, in the County of Moultrie, as follows:

- 1 The First Amendment to the TIF Redevelopment Agreement with Re-Born Properties, LLC, Marissa Lingafelter-Born, and Josh Born (collectively, the "Developer") attached hereto as ***Exhibit A*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said First Amendment to the Redevelopment Agreement and the City Clerk of the City of Sullivan is hereby authorized and directed to attest such execution.
- 3 The First Amendment to the Redevelopment Agreement shall be effective the date of its approval on the 26<sup>th</sup> day of August, 2019
- 4 This Ordinance shall be in full force and effect from and after its passage and approval as required by law

*[the remainder of this page is intentionally blank]*

**PASSED APPROVED AND ADOPTED** by the Mayor and City Council of the City of Sullivan this 26<sup>th</sup> day of August, 2019

MAYOR AND CITY COUNCIL	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Peggy Hargis	✓			
Chuck Woodworth				✓
Mike Fowler	✓			
Abby Sherwood	✓			
Richard Glazebrook, Mayor	✓			

APPROVED: Richard R. Glazebrook, Date 9 / ~~SEP~~ / 2019  
Mayor

ATTEST: Carrie Creen, Date: 9 / 9 / 2019  
City Clerk, City of Sullivan

*Attachment:* **EXHIBIT A.** First Amendment to the Redevelopment Agreement by and between the City of Sullivan and Re-Born Properties, LLC, Marissa Lingafelter-Born and Josh Born.

**EXHIBIT A**

**SULLIVAN TIF DISTRICT I  
FIRST AMENDMENT TO THE TAX INCREMENT FINANCING  
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

**by and between**

**THE CITY OF SULLIVAN**

**and**

**RE-BORN PROPERTIES, LLC**

**and**

**MARISSA LINGAFELTER-BORN**

**and**

**JOSH BORN**

**CITY OF SULLIVAN  
SULLIVAN TAX INCREMENT  
FINANCING DISTRICT I**

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**FIRST AMENDMENT TO THE  
TIF REDEVELOPMENT AGREEMENT**

by and between

**THE CITY OF SULLIVAN, MOULTRIE COUNTY, ILLINOIS**

and

**RE-BORN PROPERTIES, LLC**

and

**MARISSA LINGAFELTER-BORN**

and

**JOSH BORN**

**AUGUST 26, 2019**

**CITY OF SULLIVAN  
SULLIVAN TAX INCREMENT FINANCING (TIF) DISTRICT I  
FIRST AMENDMENT TO THE  
TIF REDEVELOPMENT AGREEMENT**

by and between  
**CITY OF SULLIVAN**

and  
**RE-BORN PROPERTIES, LLC, MARISSA LINGAFELTER-BORN, AND JOSH BORN**

**THIS FIRST AMENDMENT TO THE TIF REDEVELOPMENT AGREEMENT** is entered into this 26<sup>th</sup> day of August, 2019, by and between the **CITY OF SULLIVAN** (the “City”), an Illinois Municipal Corporation, Moultrie County, Illinois; and **RE-BORN PROPERTIES, LLC, an Illinois Limited Liability Company, MARISSA LINGAFELTER-BORN, and JOSH BORN**(collectively, the “Developer”)

**PREAMBLE**

**WHEREAS**, the City has the authority to promote the health, safety, and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, by promoting the development of private investment property thereby increasing the tax base of the City and providing employment for its citizens, and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74 4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues and enter into contracts with developers necessary or incidental to the implementation of its redevelopment plan pursuant to 65 ILCS 5/11-74 4-4(b) and (j), and

**WHEREAS**, pursuant to 65 ILCS 5/8-1-2.5 the City is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

**WHEREAS**, on December 29, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Redevelopment Plan and Projects, designated a Redevelopment Project Area and adopted Tax Increment Financing under the Act for the **Sullivan TIF District I** (the “TIF District”), which TIF District was legislatively extended for an additional twelve (12) years for a total of thirty-five (35) years, and

**WHEREAS**, on September 25, 2017, the City and Developer, Re-Born Properties, LLC, entered into a Redevelopment Agreement (the “Original Agreement”), wherein the City agreed to extend incentives to provide reimbursement of certain TIF eligible project costs for the Developer’s Project on the real property located on Seth Dunscomb Drive, Sullivan, Illinois (Parcel Identification Number 08-08-02-319-390) (the “Property”), and

**WHEREAS**, the Developer, Re-Born Properties, LLC, previously agreed to construct a single-family residence located on the Property (the “Project”), based upon incentives made available by the

City; and

**WHEREAS**, Marissa Lingafelter-Born and Josh Born have also incurred substantial TIF Eligible Project Costs in connection with the Developer's Project described in the Original Agreement; and

**WHEREAS**, Re-Born Properties, LLC has requested that Marissa Lingafelter-Born and Josh Born be added as parties to the Original Agreement so that Marissa Lingafelter-Born and Josh Born may also be reimbursed, respectively, for their TIF Eligible Project Costs in connection with the Project as set forth in the Original Agreement; and

**WHEREAS**, the City hereby agrees to include Marissa Lingafelter-Born and Josh Born as Developers under the Original Agreement provided the Developer's share of the "net" increment shall not exceed 75% and provided the reimbursements paid to any and all of the Developers hereunder shall not exceed the total cumulative amount of Fifteen Thousand Dollars and No Cents (\$15,000) as set forth in the Original Agreement; and

**WHEREAS**, it is the intent of the City to encourage economic development which will increase the real estate and municipal tax bases of the City and the tax bases of other taxing bodies, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment projects undertaken within the TIF District; and

**WHEREAS**, the City has the authority under the Act to incur Redevelopment Project Costs ("Eligible Project Costs") and to reimburse Developer for such costs pursuant to 65 ILCS 11-74 4-4(j), and

**WHEREAS**, the Parties agree to Amend the terms of the Original Agreement executed on September 25, 2017, as set forth below

### **FIRST AMENDMENT**

#### **A. AMENDED DEFINITION OF "DEVELOPER"**

The term "*Developer*" in the Original Agreement, and any exhibits thereto, shall mean, collectively, Re-Born Properties, LLC, Marissa Lingafelter-Born and Josh Born.

#### **B. AMENDED "C. INCENTIVES"**

*Section C* of the Original Agreement is hereby amended by adding the following *paragraph 3*:

- 3 All of the Developers, Re-Born Properties, LLC, Marissa Lingafelter-Born, and Josh Born, hereby direct the City to make all reimbursements for TIF Eligible Project Costs (whether incurred by Re-Born Properties, LLC, Marissa Lingafelter-Born, or Josh Born) pursuant to this Agreement to the original Developer, Re-Born Properties, LLC.

#### **C. PRIOR AGREEMENT TERMS APPLY**

All terms of the Original Agreement and any Exhibits to the Original Agreement shall apply to this Amendment and remain effective unless specifically modified by this First Amendment to the Redevelopment Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this First Amendment to the Redevelopment Agreement to be executed by their duly authorized officers on the above date at Sullivan, Illinois.

CITY

CITY OF SULLIVAN,  
an Illinois Municipal Corporation.

BY: Michael R. Daybrook  
Mayor

ATTEST: Carrie Crech  
City Clerk

DEVELOPER

RE-BORN PROPERTIES, LLC, an Illinois  
Limited Liability Company

BY ReBorn Properties LLC

NAME: Marissa Lingafelter-Born

TITLE: Owner

MARISSA LINGAFELTER-BORN

BY M. Lingafelter-Born  
Marissa Lingafelter-Born

JOSH BORN

BY JB  
Josh Born