

**CERTIFICATE**

THE UNDERSIGNED CERTIFIES THAT SHE IS THE VILLAGE CLERK FOR THE VILLAGE OF MT. ZION, ILLINOIS, AND THAT THE VILLAGE BOARD AT A REGULARLY CONSTITUTED MEETING OF SAID VILLAGE BOARD OF THE VILLAGE OF MT. ZION ON THE 16<sup>TH</sup> DAY OF MARCH, 2026, ADOPTED ORDINANCE NO. 2026-6, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 16<sup>TH</sup> DAY OF MARCH, 2026.

(SEAL)

  
\_\_\_\_\_  
DAWN REYNOLDS  
VILLAGE CLERK

VILLAGE OF MT. ZION, ILLINOIS

---

ORDINANCE NO. 2026- 6

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A  
FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT

by and between  
THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS  
and  
SAMS & SULLIVAN PROPERTIES, LLC  
and  
AGILITY PROPERTIES, LLC  
and  
DR. JACOB D. SAMS, M.D.  
and  
DR. DONALD N. SULLIVAN, M.D.

---

PASSED BY THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,  
ON THE 16<sup>TH</sup> DAY OF MARCH, 2026.

---

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE BOARD OF  
TRUSTEES FOR THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,  
THIS 16<sup>TH</sup> DAY OF MARCH, 2026.

---

EFFECTIVE: MARCH 16, 2026

VILLAGE OF MT. ZION, ILLINOIS: ORDINANCE NO. 2026- 6

MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II &  
MT. ZION BUSINESS DEVELOPMENT DISTRICT NO. 1

AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A FIRST AMENDMENT TO THE  
REDEVELOPMENT AGREEMENT

by and between

THE VILLAGE OF MT. ZION

and

SAMS & SULLIVAN PROPERTIES, LLC

and

AGILITY PROPERTIES, LLC

and

DR. JACOB D. SAMS, M.D.

and

DR. DONALD N. SULLIVAN, M.D.

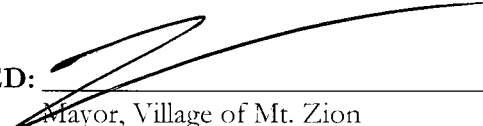
BE IT ORDAINED BY THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS  
THAT:

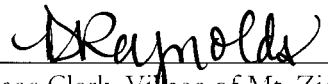
1. The First Amendment to the Redevelopment Agreement with Sams & Sullivan Properties, LLC, Agility Properties, LLC, Dr. Jacob D. Sams, M.D. and Dr. Donald N Sullivan, M.D. (*Exhibit A* attached) is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the Village said First Amendment to the Redevelopment Agreement and the Village Clerk of the Village of Mt. Zion 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 16<sup>th</sup> day of March, 2026.
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 Corporate Authorities of the Village of Mt. Zion, Macon County, Illinois, on the 16<sup>th</sup> day of March, 2026, and deposited and filed in the Office of the Village Clerk of said Village on that date.

MAYOR & TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
Evan West	X		
Jack Vance	X		
Chris Siudyla			X
Randy Doty	X		
Nate Patrick			X
Phil Tibbs			X
Lucas Williams, Mayor			
<b>TOTAL VOTES</b>	<b>3</b>	<b>0</b>	<b>3</b>

**APPROVED:**  \_\_\_\_\_, Date: \_\_\_\_/\_\_\_\_/2026  
 Mayor, Village of Mt. Zion

**ATTEST:**  \_\_\_\_\_, Date: 3/16/2026  
 Village Clerk, Village of Mt. Zion

**ATTACHMENTS:**

**EXHIBIT A.** FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. ZION AND SAMS & SULLIVAN PROPERTIES, LLC AND AGILITY PROPERTIES, LLC AND DR. JACOB D. SAMS, M.D., AND DR. DONALD N. SULLIVAN, M.D.

**EXHIBIT A**

**MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II &  
MT. ZION BUSINESS DEVELOPMENT DISTRICT NO. 1**

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT**

by and between

**VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS**

and

**SAMS & SULLIVAN PROPERTIES, LLC**

and

**AGILITY PROPERTIES, LLC**

and

**DR. JACOB D. SAMS, M.D.**

and

**DR. DONALD N. SULLIVAN, M.D.**

**MARCH 16, 2026**

**MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II &  
MT. ZION BUSINESS DEVELOPMENT DISTRICT NO. 1  
FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT**

**by and between  
VILLAGE OF MT. ZION  
and  
SAMS & SULLIVAN PROPERTIES, LLC  
and  
AGILITY PROPERTIES, LLC  
and  
DR. JACOB D. SAMS, M.D.  
and  
DR. DONALD N. SULLIVAN, M.D.**

**THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT** (including *Exhibits*) is entered into this 16<sup>th</sup> day of March, 2026, by the **VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS** (the “Village”), an Illinois Municipal Corporation, and **SAMS & SULLIVAN PROPERTIES, LLC**, an Illinois Limited Liability Company and **AGILITY PROPERTIES, LLC**, an Illinois Limited Liability Company and **DR. JACOB D. SAMS, M.D.**, individually and **DR. DONALD N. SULLIVAN, M.D.**, individually (collectively the “Developer”). Hereinafter the Village and the Developer, for convenience, may collectively be referred to as the “Parties.”

**PREAMBLE**

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

**WHEREAS**, pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et. seq.*, as amended (the “TIF Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

**WHEREAS**, on January 19, 2021, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized, or undeveloped, the Village adopted Tax Increment Financing under the TIF Act, approved a Redevelopment Plan, and designated a Redevelopment Area known as the “**Mt. Zion Rt. 121 TIF District II**” and hereinafter referred to as the “TIF District”); and

**WHEREAS**, on September 14, 2020, the Village established the **Mt. Zion Business Development District No. 1 (“BDD No. 1”)** Redevelopment Project Area, pursuant to the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et. seq.* (the “BDD Act”); and

**WHEREAS**, on September 15, 2025, the Parties entered into a Redevelopment Agreement (the “Original Agreement”) for property acquired by the Developer located at 1645 N State Route 121, Mt. Zion, Illinois, (PIN 12-17-04-227-020) (the “Property”) that is within the TIF District and BDD No. 1 Redevelopment Project Areas; and

**WHEREAS**, the Developer is proceeding with plans to demolish and remove the former *Town & Country Bank* buildings, structures and existing asphalt drive in advance of preparing the site and constructing new Ambulatory Surgery Center facilities on the Property (the “Project”), and the Developer is undertaking the Project based upon incentives made available by the Village; and

**WHEREAS**, it is the intent of the Village to encourage economic development which will increase the real estate tax base of the Village, which increased incremental taxes will be used, in part, to finance incentives to assist development within the TIF District and BDD No. 1; and

**WHEREAS**, the Developer’s proposed Project is consistent with the TIF District Redevelopment Plan and Projects and the BDD No. 1 Redevelopment Plan and shall further conform to the land uses of the Village as adopted; and

**WHEREAS**, the Developer requested that incentives for the development be provided by the Village from incremental increases in real estate taxes and from Business District Revenues generated by its Project and the Village has agreed to such incentives; and

**WHEREAS**, the Village has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the Village; and

**WHEREAS**, the Village has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the TIF Act and BDD Act and are consistent with the Redevelopment Plans of the Village; and

**WHEREAS**, the Village is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

#### **FIRST AMENDMENT**

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree to amend the terms of the Original Agreement as follows:

#### **A. AMENDED DEFINITION OF “DEVELOPER”**

The term “*Developer*” in the Original Agreement shall be amended to include Sams & Sullivan, LLC, Agility Properties, LLC, Dr. Jacob D. Sams, M.D., Dr. Donald N. Sullivan, M.D., Decatur Orthopedic Center, LLC and Surgical Partners & Associates, LLC.

**B. AMENDED “A. PRELIMINARY STATEMENTS”**

*Section A(5)* of the Original Agreement shall be deleted in its entirety and replaced with the following:

5. All of the Developer’s entities, Sams & Sullivan, LLC, Agility Properties, LLC, Dr. Jacob D. Sams, M.D., Dr. Donald N. Sullivan, M.D., Decatur Orthopedic Center, LLC and Surgical Partners & Associates, LLC, hereby direct the Village to pay all reimbursements pursuant to this Agreement for Business District Eligible Project Costs and TIF Eligible Project Costs incurred by the Developer to **Sams & Sullivan Properties, LLC**.

**C. PRIOR AGREEMENT TERMS APPLY**

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

THIS AGREEMENT IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

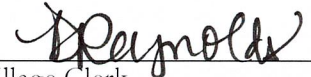
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at the Village of Mt. Zion, Illinois.

**VILLAGE**  
**VILLAGE OF MT. ZION, ILLINOIS**, an  
Illinois Municipal Corporation

BY:   
\_\_\_\_\_  
Mayor

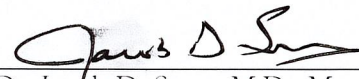
Date: 3/16/2026

ATTESTED BY:

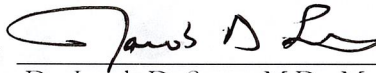
  
\_\_\_\_\_  
Village Clerk

Date: 3/16/2026

**DEVELOPER**  
**SAMS & SULLIVAN PROPERTIES, LLC**,  
an Illinois Limited Liability Company

BY:   
\_\_\_\_\_  
Dr. Jacob D. Sams, M.D., Manager

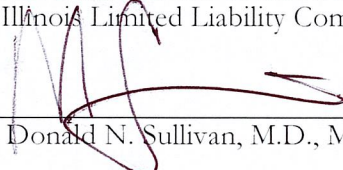
**AGILITY PROPERTIES, LLC**, an Illinois  
Limited Liability Company

BY:   
\_\_\_\_\_  
Dr. Jacob D. Sams, M.D., Manager

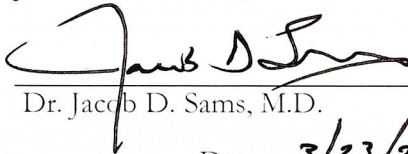
**DECATUR ORTHOPEDIC CENTER,  
LLC**, an Illinois Limited Liability Company

BY:   
\_\_\_\_\_  
Dr. Jacob D. Sams, M.D., Manager

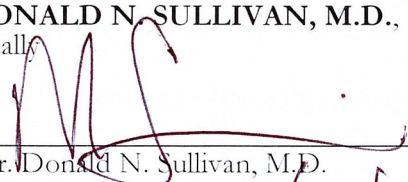
**SURGICAL PARTNERS & ASSOICATES,  
LLC**, an Illinois Limited Liability Company

BY:   
\_\_\_\_\_  
Dr. Donald N. Sullivan, M.D., Manager

**DR. JACOB D. SAMS, M.D.**, individually

BY:   
\_\_\_\_\_  
Dr. Jacob D. Sams, M.D.  
Date: 3/23/26

**DR. DONALD N. SULLIVAN, M.D.**,  
individually

BY:   
\_\_\_\_\_  
Dr. Donald N. Sullivan, M.D.  
Date: 3/23/26