

TOWN OF CORTLAND, ILLINOIS

ORDINANCE NO. 2025-_____

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

BY AND BETWEEN

THE TOWN OF CORTLAND

AND

CORTLAND FLOORING, INC. AND RICHARD JONUTZ

CORTLAND TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND TOWN BOARD
OF THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS,
ON THE 10TH DAY OF NOVEMBER, 2025.**

TOWN OF CORTLAND, ILLINOIS: ORDINANCE NO. 2025-_____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
A FIRST AMENDMENT TO THE TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN:
THE TOWN OF CORTLAND &
CORTLAND FLOORING, INC. AND RICHARD JONUTZ
CORTLAND TAX INCREMENT FINANCING DISTRICT**

The Town Board has determined that this First Amendment to the TIF Redevelopment Agreement is in the best interest of the citizens of the Town of Cortland; therefore, be it ordained by the Mayor and Town Board of the Town of Cortland, DeKalb County, Illinois as follows:

SECTION ONE: The First Amendment to the TIF Redevelopment Agreement with Cortland Flooring, Inc. and Richard Jonutz, Developer (*Exhibit A*) attached hereto is hereby approved.

SECTION TWO: The Mayor is hereby authorized and directed to enter into and execute on behalf of the Town said First Amendment to the TIF Redevelopment Agreement and the Town Clerk of the Town of Cortland is hereby authorized and directed to attest such execution.

SECTION THREE: The First Amendment to the TIF Redevelopment Agreement shall be effective the date of its approval on the 10th day of November, 2025.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED and ADOPTED by the Corporate Authorities of the Town of Cortland this 10th day of November, 2025 and filed in the office of the Town Clerk of said Town on that date.

MAYOR & TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Doug Corson			
Randi Olson			
James Walker			
Michael Siewierski			
Bradley Stone			
Charmaine Fioretto			
Mark Pietrowski, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/____/2025
Mayor, Town of Cortland

ATTEST: _____, Date: ____/____/2025
Town Clerk, Town of Cortland

**EXHIBIT A: FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE TOWN OF CORTLAND AND CORTLAND FLOORING, INC. AND RICHARD JONUTZ.**

**FIRST AMENDMENT TO THE
TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

and

CORTLAND FLOORING, INC.

and

RICHARD JONUTZ

CORTLAND TAX INCREMENT FINANCING (TIF) DISTRICT

NOVEMBER 10, 2025

**CORTLAND TIF DISTRICT
FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
by and between
TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS
and
CORTLAND FLOORING, INC. AND RICHARD JONUTZ**

THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 10th day of November 2025, by and between the **Town of Cortland** (the “Town”), an Illinois Municipal Corporation, DeKalb County, Illinois, and **Cortland Flooring, Inc.**, an Illinois Corporation, and **Richard Jonutz** (the “Developer”).

PREAMBLE

WHEREAS, the Town has the authority to promote the health, safety and welfare of the Town and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Town 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 et seq., as amended (the “Act”), the Town has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) 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, on January 23, 2012, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Town adopted Tax Increment Financing and created a Tax Increment Allocation Redevelopment area under the TIF Act for the Cortland Tax Increment Financing District (the “TIF District”); and

WHEREAS, on February 24, 2025, the Parties entered into a Redevelopment Agreement (the “Original Agreement”) for property acquired by the Developer located at 90 West Ellwalk Street, Cortland, Illinois, real estate tax property identification number 09-29-182-015, hereafter be referred to as the “Subject Property”; and

WHEREAS, the Developer has proceeded with plans to acquire the Property and construct a showroom and warehouse on the Property with office space for a new flooring business (the “Project”), and is doing so based on the availability of TIF incentives offered by the Town; and

WHEREAS, it is the intent of the Town to encourage economic development which will increase the real estate tax base of the Town, which increased taxes will be used, in part, to finance incentives to assist this Developer’s Project; and

WHEREAS, the Developer's proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area and further conforms to the land uses and Comprehensive Plan of the Town as adopted; and

WHEREAS, the Developer requested that incentives for the development be provided by the Town from incremental increases in real estate taxes of the Town and that such incentives include the reimbursement of Eligible Project Costs; and

WHEREAS, the Town 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 Town and its citizens by attracting private investment to prevent blight and deterioration, to develop underutilized property and to provide employment for its citizens and to generally enhance the economy of the Town; and

WHEREAS, the Town is entering into this First Amendment to the Original 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 "B. DEFINITIONS"

Section B of the Original Agreement shall be amended to include the following definition:

The term **"Developer"** in the Original Agreement shall include all of the following entities: Cortland Flooring, Inc., Richard Jonutz and Jonutz Farms, LLC.

B. AMENDED "D. INCENTIVES"

Section D(1)(d)(vii) of the Original Agreement shall be deleted in its entirety and replaced with the following:

- vii. As signatories to this Agreement Cortland Flooring, Inc., Jonutz Farms, LLC and Richard Jonutz shall be guarantors and shall be jointly and severally liable in the event of a default thereof by the Developer.

Section D of the Original Agreement shall be amended to add the following *paragraph 2*:

- 2. The Parties agree that all reimbursements paid to the Developer under this Agreement, whether incurred by Cortland Flooring, Inc., Richard Jonutz or Jonutz Farms, LLC, shall be paid by the Town to Jonutz Farms, LLC.

C. PRIOR AGREEMENT TERMS APPLY

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

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

TOWN OF CORTLAND, ILLINOIS,
a Municipal Corporation

BY: _____
Mayor, Town of Cortland

ATTEST:

Town Clerk, Town of Cortland

DEVELOPER:
CORTLAND FLOORING, INC., an Illinois Corporation

BY: _____
Richard Jonutz, President

and

JONUTZ FARMS, LLC, an Illinois Limited Liability Company

BY: _____
Richard Jonutz, Manager

and

RICHARD JONUTZ, individually

Richard Jonutz