



SHELLY HUGGINS, RMC, CMC
CITY CLERK
CITY OF HERRIN
300 NORTH PARK AVENUE
HERRIN, ILLINOIS 62948
(618)942-3175 · Fax (618)988-9115
Email: shuggins@cityofherrin.com

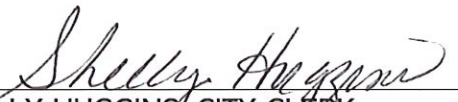
STATE OF ILLINOIS)
WILLIAMSON COUNTY)
CITY OF HERRIN)
CERTIFICATE OF PUBLICATION)

I, SHELLY HUGGINS, DO HEREBY CERTIFY that I am the duly qualified City Clerk of the City of Herrin, Illinois, Williamson County, and as such clerk, I am the keeper of the records and files of the City Council of said City.

I further certify that on May 11, 2026 the Corporate Authorities of the above municipality passed and approved Ordinance 3-2026 Approving a First Amendment of Redevelopment Agreement by and Between the City of Herrin and L May Properties LLC and Consenting to the Assignment of the Redevelopment Agreement.

The pamphlet form of Ordinance 3-2026, included the Ordinance and a cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building and on the municipality's website, commencing on May 12, 2026 and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Herrin, Illinois at my office this 12th day of May, 2026.



SHELLY HUGGINS, CITY CLERK
HERRIN, ILLINOIS

SEAL

CITY OF HERRIN

ORDINANCE NO. 3-2026

APPROVING A FIRST AMENDMENT OF REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF HERRIN AND L MAY PROPERTIES LLC AND CONSENTING TO
THE ASSIGNMENT OF THE REDEVELOPMENT AGREEMENT

ADOPTED BY THE CITY COUNCIL OF THE
CITY OF HERRIN, ILLINOIS, MAY 11, 2026

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL OF
THE CITY OF HERRIN, WILLIAMSON COUNTY, ILLINOIS, THIS 12TH DAY OF
MAY, 2026.

Shelly Huggins
City Clerk

ORDINANCE NO. 3-2026

**AN ORDINANCE APPROVING A FIRST AMENDMENT TO REDEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF HERRIN, WILLIAMSON COUNTY,
ILLINOIS AND L MAY PROPERTIES LLC, AND CONSENTING TO THE ASSIGNMENT OF
THE REDEVELOPMENT AGREEMENT**

WHEREAS, the City of Herrin, Williamson County, Illinois (the "City") is a home rule municipality; and

WHEREAS, the city previously entered into a certain Redevelopment Agreement dated December 8, 2025 (the "Agreement") with May Excavating, Inc. (the "Original Developer"), pursuant to Ordinance No. 23-2025; and

WHEREAS, the Agreement relates to the redevelopment of property commonly known as 109 Lou Ann Drive, Herrin, Illinois (the "Property"); and

WHEREAS, L May Properties LLC is the owner of the Property and has requested that it be substituted as the "Developer" under the Agreement and receive any incentive payments thereunder; and

WHEREAS, the City desires to consent to such assignment and approve a First Amendment to Redevelopment Agreement (the "Amendment"), while requiring May Excavating, Inc. to remain fully liable under the Agreement pursuant to an unconditional guaranty;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HERRIN, WILLIAMSON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated herein and made a part hereof.

SECTION 2. The First Amendment to Redevelopment Agreement attached hereto as *Exhibit A* is hereby approved.

SECTION 3. The mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Amendment on behalf of the City.

SECTION 4. This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED this 11th day of May, 2026.

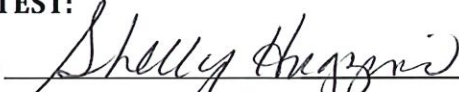
APPROVED this 11th day of May, 2026.

**CITY OF HERRIN,
WILLIAMSON COUNTY, ILLINOIS**

By: _____

Steve Frattini, Mayor

ATTEST:

By: _____

Shelly Huggins, City Clerk



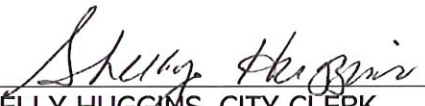
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STATE OF ILLINOIS
WILLIAMSON COUNTY
CITY OF HERRIN

I, SHELLY HUGGINS, DO HEREBY CERTIFY that I am the duly qualified City Clerk of the City of Herrin, Illinois, Williamson County, and as such clerk, I am the keeper of the records and files of the City Council of said City.

I further certify that on May 11, 2026 the Corporate Authorities of the above municipality passed and approved Ordinance 3-2026 Approving a First Amendment of Redevelopment Agreement by and Between the City of Herrin and L May Properties LLC and Consenting to the Assignment of the Redevelopment Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Herrin, Illinois at my office this 11th of May, 2026.



SHELLY HUGGINS, CITY CLERK
HERRIN, ILLINOIS

SEAL

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

This First Amendment to Redevelopment Agreement (the "Amendment") is made as of May 11, 2026, by and between the **City of Herrin, Williamson County, Illinois** (the "City"), **L May Properties LLC**, an Illinois limited liability company (the "Developer"), and **May Excavating, Inc.**, an Illinois corporation ("Guarantor").

RECITALS

- A. The City and May Excavating, Inc. entered into a Redevelopment Agreement dated December 8, 2025 (the "Agreement"), approved pursuant to Ordinance No. 23-2025.
- B. The Agreement pertains to the redevelopment of the property commonly known as 109 Lou Ann Drive, Herrin, Illinois, as more particularly described in Exhibit A to the Agreement (the "Property").
- C. L May Properties LLC is the owner of the Property.
- D. The parties desire to assign the interests of May Excavating, Inc. under the Agreement to L May Properties LLC, substitute L May Properties LLC as the "Developer," and obtain the City's consent thereto.
- E. The City is willing to approve such assignment and substitution, provided that May Excavating, Inc. remains fully liable pursuant to an unconditional guaranty.

AGREEMENT

1. Assignment and Consent

May Excavating, Inc. hereby assign all of its rights, interests, and obligations under the Agreement to L May Properties LLC. The City hereby consents to such assignment, which shall be deemed a permitted assignment under the Agreement.

2. Substitution of Developer

From and after the effective date of this Amendment:

- **L May Properties LLC** shall be substituted as the "Developer" under the Agreement for all purposes.
- All references to "Developer" in the Agreement shall mean **L May Properties LLC**.

3. Assumption of Obligations

L May Properties LLC hereby accepts the foregoing assignment and assumes and agrees to perform all obligations of the Developer under the Agreement.

4. Direction of Payments

All payments, reimbursements, or other incentives payable under the Agreement shall be made to **L May Properties LLC**, subject to all terms and conditions of the Agreement.

5. Guaranty by May Excavating, Inc.

Notwithstanding the assignment and substitution set forth herein, May Excavating, Inc. hereby unconditionally and irrevocably guarantee to the City the full and timely performance of all obligations of the Developer under the Agreement, as amended.

This guaranty is:

- Primary and unconditional
- A guaranty of payment and performance, not of collection
- Enforceable without requirement that the City first proceed against the Developer or any other party

The obligations of May Excavating, Inc. shall remain in full force and effect until all obligations under the Agreement have been fully satisfied.

6. No Default

The parties represent that, to their knowledge, no event of default exists under the Agreement as of the date of this Amendment.

7. Ratification

Except as expressly amended hereby, the Agreement is hereby ratified and confirmed in all respects and shall remain in full force and effect.

8. Conflict

In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

9. Counterparts

This Amendment may be executed in counterparts, each of which shall be deemed an original.

SIGNATURE PAGE TO FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the parties have executed this First Amendment to Redevelopment Agreement as of the date first written above.

CITY

CITY OF HERRIN,
WILLIAMSON COUNTY, ILLINOIS

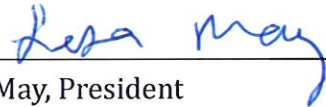
By:  Date: 05/11/2026
Steve Frattini, Mayor

ATTEST:

By: 
Shelly Huggins, City Clerk

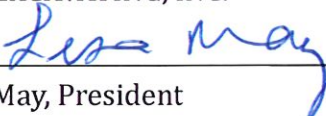
DEVELOPER

L MAY PROPERTIES LLC

By:  Date: 6/18/26
Lesa May, President

GUARANTOR

MAY EXCAVATING, INC.

By:  Date: 6/18/26
Lesa May, President