

**AGENDA and NOTICE OF MEETING
CITY OF HIGHLAND
INDUSTRIAL DEVELOPMENT COMMISSION**

**CITY HALL
1115 BROADWAY
December 3, 2020
12:00 P.M.**

**NOTE: This meeting will be conducted via phone conference as part of COVID-19 response.
Please see page 2 of this agenda for instructions for submitting public comments and for monitoring the
meeting**

Call to order: Chairman Jim Meredith

Approval of Minutes:

- A. Motion—Approve of Minutes of the November 4, 2020 regular meeting of the Industrial Development Commission.

Reports:

- A. Treasurer's Report—Jon Greve
- B. Updates on other job inquiries—Breann Speraneo
- C. Update on Highland Communication Services—Angela Imming
- D. Update on Disaster Relief Initiatives---Mallord Hubbard

New Business:

- A. Approval of 2021 meeting dates for Industrial Development Commission
- B. Approval to adopt IDC Strategic Plan
- C. Recommendation of Development Agreement with TJO Holdings LLC

Next Meeting:

- A. Next meeting of the Industrial Development Commission is scheduled for Wednesday, January 6, 2021.

Adjournment



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Speraneo, ADA Coordinator, by 9:00 AM on Tuesday, December 1, 2020.

**Directions for Public Monitoring of the
Highland Industrial Development Commission Meeting:**

In an effort to protect as many individuals as possible, including the leaders of our communities statewide, Governor J.B. Pritzker has issued a number of directives, one of which was to suspend the provisions of the Illinois Open Meetings Act (5 ILCS 120), requiring or relating to in-person attendance by members of a public body. Specifically, (1) the requirement in 5 ILCS 120/2.01 that “members of a public body must be physically present;” and (2) the conditions in 5 ILCS 120/7 limiting when remote participation is permitted, are suspended. Public bodies are encouraged to postpone consideration of public business where possible. When a meeting is necessary, public bodies are encouraged to provide video, audio, and/or telephonic access to their meetings to ensure members of the public may monitor the meeting, and to update their websites and social media feeds to keep the public fully apprised of any modifications to their meeting schedules or the format of their meetings due to COVID-19, as well as their activities relating to COVID-19.

In following this directive, the City of Highland is providing the following phone number for use by citizens to call in just before the start of this meeting:

618-882-5625

Once connected, you will be prompted to enter a conference ID number.

Conference ID #: 642186

This will allow a member of the public to hear the meeting.

Note: This is for audio monitoring of the meeting, only. Participants will not be able make comments.

Anyone wishing to address the Industrial Development Commission on any subject may submit their questions/comments in advance via email to mhubbard@highlandil.gov

Any comments received prior to the end of the “Public Forum” portion of the meeting, will be read into the record.

2020 Industrial Development Commission

Economic Development Strategic Plan

Highland, IL

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Introduction

Highland, Illinois is one of the oldest Swiss settlements in the United States and the birth place of condensed milk. Many of Highland's most prosperous industries were founded by local citizens, often growing their operation from garages or basements to multimillion dollar corporations.

Highland is known for a strong sense of community spirit, pride, and engagement as evident in the number of community organizations, indoor & outdoor venues, park lands, and community involvement. With a focus of using innovation and inclusiveness to respond to the diverse needs of the community.

This strategic plan is intended to guide the city's economic development while maintaining the city's commitment to a diversified and innovative economy.

In Highland, we want economic development to foster business growth and to continue to successfully blend industry within a small town atmosphere. This can be done through the creation of jobs and revenue. Economic development should influence business creation, attraction, retention and expansion while maintaining an inclusive and sustainable community.

IDC Contact Information

James Meredith, Chairman, Meredith Funeral Home

Email: Jim@meredithfuneralhome.com

Diane Korte-Lindsey, Vice-Chairman, Coldwell Banker Brown Realtors

Email: dianekorte@yahoo.com

Jon Greve, Treasurer, Busey Bank

Email: jon.greve@busey.com

Marshall Rinderer, IDC Commissioner, Rinderer Law Firm

Email: marshall@rindererlaw.com

Josh Kloss, IDC Commissioner, Kloss Furniture

Email: jkloss@klossfurniture.com

Vision Our vision is a vibrant, innovative and diversified economy that creates a positive business climate and a high quality of life for the City of Highland.

Mission Our mission is to provide visionary economic development leadership, civic involvement and business advocacy in a non-partisan and collaborative manner to continuously improve the region’s economy and high-quality of life.

Goals

Attract, retain, and grow businesses in the City of Highland

Foster collaborative civic involvement

Activate entrepreneurship

Develop and maintain 21st century infrastructure

Position the region as a national and global center of excellence

Advocate for supportive public policy

Key Attributes making Highland prime location for business expansion/relocation:

Highly-educated & trained workforce

Pro-business policies

Highly rated private & public school systems

Attractive selection of residential neighborhoods and homes

Park System, Trails, and Korte Recreation Center

City owned FTTP (fiber-to-the-premises)



Business Retention & Expansion

Description- Engaging and assisting Highland businesses to stay and grow in Highland will continue to be the primary function of the city's economic development activities. Business retention is a well-recognized best practice that consistently provides a high return on investment for economic development organizations. Effective retention and expansion results require building face-to-face relationships and providing superior customer service to existing businesses and should be complimented by effective incentives, business-friendly city services and thoughtful coordination with regional partners.

Actions

- Schedule regular meetings with top employers and provide timely follow-up on identified needs and concerns
- Survey businesses to track changes in business practices and program awareness to better inform program and policy responses
- Identify fast-growing companies and facilitate their ability to remain in Highland as they scale up
- Define and manage incentives and services to effectively retain and expand businesses
- Encourage and facilitate a seamless, user-friendly experience for permitting and review

Key Partners- Highland Chamber of Commerce, Department of Commerce & Economic Opportunity (DCEO), Madison County Employment & Training

Outcomes- New Jobs, Retained Jobs, New Investment, Strong Relationship with Local Businesses



Attraction & Recruitment

Description- Deploy business attraction and recruitment strategies to be in alignment with retention & expansion efforts with the focus on bringing the highest benefit to the city, its businesses, and residents.

Actions

- Develop marketing and branding materials that outline information sought by site selectors and targeted industry prospects
- Effectively market city's available job sites including land not actively marketed by owners
Ex. Intersect Illinois
- Work with state & regional partners to proactively target and coordinate pitches to companies targeting region for potential development
- Commission market research analysis to assist with target opportunity identification
- Resume participation in retail conferences and job fairs to establish relationships with key stakeholders in site selection Ex. ICSC Chicago and Scott Air Force Base Job Fair
- Continue support of additional housing to demonstrate demand for additional retail development

Key Partners- Highland Chamber of Commerce, Intersect Illinois, Leadership Council of Southwest Ill, Dept. of Commerce & Economic Opportunity (DCEO), AllianceSTL

Targeted Industries- Data Centers, Ag Tech, Hospitality, Office Availability, Retail

Outcomes- New Jobs, Increase in number of companies and employees within targeted industries, New Investment



Workforce Development

Description- A highly competitive regional labor market has made attracting and retaining a reliable and talented workforce a top business concern. Workforce dynamics today are shaped by demographic changes that include a growing cohort of older workers at or near retirement and a young workforce that brings new and diverse attitudes and preferences. The focus of this initiative is to collaborate with local, federal and state partners to ensure that Highland employers have access to a skilled and reliable workforce, and workers have access to meaningful and well-paying career pathways.

Actions

- Engage with workforce partners to strengthen workforce programs
- Connect businesses with hiring and training resources
- Align workforce incentives and programming with current business needs
- Ensure workforce programming serves diverse business and community needs
- Support K-12 initiatives that bridge student and business needs

Key Partners- Madison County Employment & Training, HCUSD #5, SIU-Edwardsville, Lewis & Clark Community College, Southwestern Illinois College, Leadership Council Southwestern Illinois, Business Education Alliance

Outcomes- Reduce unemployment, Reduce workforce constraints as measured by survey of businesses and business check-ins, Increase number of Highland residents aware of opportunities to work in Highland, Increase partner engagement in Highland



Innovation & Entrepreneurship

Description- Highland is a hub of innovation and entrepreneurship with a track record of start-ups that have emerged as regional and global leaders in their respective industries. Companies take root in Highland due to its location, workforce, quality of life and pro-business attitude. This initiative focuses on enhancing and promoting Highland as a place for innovative businesses to start and grow.

Actions

- Technology Innovation Program (TIP)
- Continued Support for MESC
- Highlight innovation successes
- E-commerce push
- Encourage innovation & entrepreneurship
- Highlight Highland's rich history in innovation

Key Partners- IL Small Business Development Center, Highland Communication Services, Harrison Edwards

Outcomes- Growth in awareness of the Metro East Startup Challenge by businesses, investors and partners

- Demonstrated success in growing innovative companies
- Increased interest in locating in Highland by new and fast-growing businesses
- Increased partner and media recognition of Highland's innovation brand



Branding & Marketing

Description- Branding and marketing are essential functions of economic development as they provide critical information about the community to businesses, site selectors, policy makers, partners and workers. A strong brand conveys the essence of a community and contributes to successful recruitment and retention efforts. Effective marketing ensures that key messages reach and influence their intended audience. In the context of the city's marketing plan, the city's economic development efforts will focus on implementing messaging for maximum effectiveness with our current and targeted businesses.

Actions

- Increase national profile and raise awareness of Highland on a regional & national scale
- Continue to drive traffic to recently deployed website and utilize the site's available tools to better highlight the economic assets of Highland
- Consistently push information on city's social media pages to reach current and potential businesses more effectively

Key Partners- Intersect Illinois, Harrison Edwards, IllinoisSouth Tourism, Leadership Council, Arcturis

Outcomes- New Jobs, Retained Jobs, New Investment, Strong Relationship with Local Businesses, Awareness of Highland's business activity & achievements



Infrastructure

Description- A strong infrastructure is a critical factor in retaining current or attracting new businesses & industries. Highland is a uniquely positioned community, operating its own utilities (Electric, Water, Sewer) and a cutting edge Fiber-to-the-Premises system capable of 1GB+ speeds for both businesses and residents

Actions

- Ongoing maintenance & improvement of infrastructure to support new business investment
- Continue coordination with Ameren for potential redundant electric line
- Complete HCS buildout to all residential and businesses within city limits

Key Partners- Ameren, Highland Communication Services, Public Works & Electric Departments

Outcomes- Increased capacity for additional business development, Attraction of new residents and businesses, Expansion of current businesses



CITY OF HIGHLAND

To: Chris Conrad, Interim City Manager
From: Mallord Hubbard, Economic Development Coordinator
CC: Mayor and City Council
Date: November 23, 2020
Re: Redevelopment Agreement with TJO Holdings LLC

RECOMMENDATION: It is the Staff recommendation that Council approve the attached Amended Redevelopment Agreement with terms detailed below.

DISCUSSION: TJO Holdings LLC is proposing to renovate the building at 907 Main Street in order to establish a brewpub at the location. The project location falls within the Business District, and is eligible for incentives including, sales and property tax rebates.

TJO Holdings LLC is proposing to acquire the property and make substantial improvements totaling \$1,100,000 in eligible project costs. The Redevelopment Agreement would rebate 75% of the increment of the City's portion of property & sales taxes, generated as a result of the project's completion.

The maximum incentives the project would be eligible for is \$220,000, or 20% of the projects costs. The total property tax rebate is estimated to be \$6,009 per year for a period of 10 years. The sales tax rebate is projected to be \$22,500 for a period of 10 years. Based on these estimates, the total incentives are projected to reach the maximum of \$220,000 over the 10 year duration of the agreement.

**AMENDED DEVELOPMENT AGREEMENT
TJO HOLDINGS LLC – 907 MAIN STREET, HIGHLAND, ILLINOIS
65 ILCS 5/8-1-2.5**

This Amended Development Agreement (“Agreement”) is entered into by and between the City of Highland, an Illinois Municipal Corporation (“City”) and TJO Holdings LLC (“Developer”). City and Developer may hereinafter be referred to as “Parties,” or individually as “Party.” This Agreement will become effective when signed by both Parties, and when approved by the corporate authorities of the City (the “Effective Date”):

PREAMBLE

WHEREAS, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

WHEREAS, Developer is the owner of:

A strip of land 15 feet wide off of the West side of Lot 10 and a strip of land 17 feet wide off of the East side of Lot 11 in Block 14 of the City of Highland according to the plat thereof recorded in Plat Book 4 at Page 40 in the Recorder’s Office of Madison County, Illinois. Situated in the County of Madison and State of Illinois.

PIN#: 01-2-24-05-07-201-018

Address: 907 Main Street, Highland, Illinois 62249

(“Property”); and

WHEREAS, Developer has submitted a “City of Highland – Business District Financing Assistance Application” (*See Exhibit A*); and

WHEREAS, Developer proposes to renovate, remodel, and develop the Property; and

WHEREAS, City wishes to encourage Developer to renovate, remodel, and develop the Property, and assist Developer with costs, including:

1. Rehab, Remodel, and Development of Existing Building and Surrounding Property – estimated \$1,100,000;

(“Project”); and

WHEREAS, the Property is located within the corporate boundaries of City, and within the City’s Business District; and

WHEREAS, because the Property is located within City's Business District, the Project is eligible for reimbursement of certain expenditures related to the rehab, remodel, and development of the Property pursuant to 65 ILCS 5/8-1-2.5; and

WHEREAS, in order to ensure the Project is constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interests to enter into this Agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

WHEREAS, the Project at the Property will enhance property values, facilitate City's Downtown Business District development, improve exterior aesthetics, improve interior aesthetics, improve the existing building, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote renovation, rehabilitation and expansion of the Property, and help facilitate development in City's Downtown Business District, through the use of City funds pursuant to 65 ILCS 8-1-2.5.

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project, including construction, renovation and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovations which may be needed for both the interior and exterior construction and improvements.
2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any

proposed change will require a permit so that Developer can move forward with said work in a timely manner.

3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.
4. Developer is fully responsible for identifying and mitigating any building-related concerns with regard to asbestos, lead paint, and/ or mold in the building.
5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.

Section 3. Obligation of City. City agrees to provide assistance to the Developer for up to ten (10) years. The total dollar amount of economic incentives shall not exceed 20% of Developer's estimated Project costs of \$1,100,000. As a result, the maximum City approved Business District Incentives eligible to be paid to Developer would be \$220,000. This maximum is calculated based on 20% of the estimated City approved eligible project costs in the Developer application (that is, $20\% \times \$1,100,000 = \$220,000$). Funding assistance is broken down as follows:

- a. Total Estimated Business District Eligible Costs: \$1,100,000.
- b. The City may reimburse 75% of the City's portion of property taxes from the incremental EAV generated by the rehab, remodel, and development of the Property for up to ten (10) years, or until the maximum funding amount is reached in combination with the other funding assistance:
 - 1) The present base EAV for assessment year 2018 is \$5,690.
 - 2) Developer's estimated EAV after redevelopment and completion of the Project is \$433,333.
 - 3) Based on Developer's estimate, the estimated EAV increase is estimated to be \$427,643 upon completion of the Project.
 - 4) 75% of the City's portion of property taxes from the estimated increase in EAV is \$6,009.
 - 5) The estimated reimbursement from City's portion of property taxes from incremental EAV available is \$6,009 annually for up to ten (10) years.
 - 6) Developer's total estimated Business District incentive for incremental EAV is \$60,090.

c. City may reimburse Developer up to 75% of the incremental 1% City sales tax for up to 10 years for the Project, or until the maximum funding amount is reached in combination with the other funding assistance:

- 1) Developer estimates \$3,000,000 in annual newly generated sales taxes.
- 2) City's 1% sales tax applied to the estimated \$3,000,000 in Developer's taxable sales equals \$30,000.
- 3) 75% of \$30,000 equals \$22,500.
- 4) \$22,500 times ten (10) years equals \$225,000.
- 5) Developer's total estimated Business District Incentive from City's 1% sales tax is \$225,000.

d. However, Developer's total incentive from City's Business District shall not exceed 20% of the estimated Project costs of \$1,100,000, or \$220,000.

e. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement") setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's costs incurred for the Project. These Requests shall be submitted after January 1st of each year. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any costs to Developer not deemed to be eligible for reimbursement according to Illinois law.

f. Reimbursement of approved Project costs shall be made annually within sixty (60) days upon receipt from the County of the property tax proceeds for the applicable tax year. Approved Project costs shall only be reimbursed to the extent that tax increment is generated by the Property and if there are monies available for such purpose. To the extent money is not available to reimburse Developer for approved Project costs, such costs shall be reimbursed in subsequent years.

g. Prior to making an annual payment to Developer for reimbursement of approved redevelopment project costs, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns.

h. Operator must supply City with sales tax records each year.

i. Prior to making an annual payment to Operator for reimbursement of approved redevelopment project costs, Operator shall provide evidence of the previous year's State of Illinois sales tax returns.

j. City's Finance Department shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE INCREMENTAL TAXES GENERATED BY THE PROPERTY AND SALES TAXES GENERATED BY THE PROPERTY AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

k. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:

- 1) Voluntary or involuntary bankruptcy of Developer;
- 2) Voluntary or involuntary closure of the business owned by Developer.
- 3) Substantial change in the nature of Developer's business without the City's written approval;
- 4) Sale of Developer's business (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) without the City's written approval.

Section 4. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any willful misconduct on the part of City or any of its officers, agents, employees or contractors. According to Illinois, City has statutory tort immunity.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either Party or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party. If either Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on account of such proceeding.

Section 6. Assignment. This Agreement may not be assigned by Developer without prior written approval of City.

Section 7. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out. City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this agreement within sixty (60) days of notification of opting out. Developer's failure to return all monies paid by City within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 10. Repeals and Replaces Previous Development Agreement. By Resolution [REDACTED], dated [REDACTED], City and Developer entered a previous Development Agreement. Parties agree this Agreement repeals and replaces the previous Agreement, and the previous Agreement is null and void.

Section 11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

TJO Holdings LLC
875 Albert Avenue
Glendale, Missouri 63122

To the City:

Attention: City Clerk
City of Highland
PO Box 218. 1115 Broadway
Highland, IL 62249

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, Interim City Manager

TJO Holdings LLC:

Jeffrey Wynne