



City of Highland  
Building and Zoning

March 18, 2021

To: Combined Planning & Zoning Board

From: Breann Speraneo, Director of Community Development

**RE: Two Site Plan Reviews Conducted**

This past month, two site plans were submitted for review. Both were reviewed within 10 business days. Any points of clarification or necessary amendments were addressed and the site plans were approved.

The first site plan submittal was for St. Paul Catholic Church at 1412 9<sup>th</sup> Street, submitted by Korte Design, Inc. on behalf of St. Paul Catholic Church. The Church is adding a 9,480 sq ft addition to their existing building. The addition will serve as a hospitality space for members and guests, along with providing additional overflow seating for services.

The second site plan submittal was for Trouw Nutrition USA, LLC at 80 Executive Drive, submitted by Korte Design, Inc. on behalf of Trouw Nutrition USA, LLC. Trouw is adding a 27,300 sq ft addition to their existing building. The addition will allow Trouw to expand their light manufacturing and warehousing operations.



# City of Highland

## Building and Zoning

Combined Planning & Zoning Board Agenda  
City Hall – 1115 Broadway  
April 7, 2021 7:00 P.M.

1. Call to Order
2. Roll Call
3. General Business:  
Approval of the March 3, 2021 Minutes
4. Public Comment Section  
Persons who wish to address the Combined Planning and Zoning Board regarding items not on the agenda may do so at this time. Speakers shall be limited to five (5) minutes or a reasonable amount of time as determined by the City Attorney. Any presentation is for informational purposes only. No action will be taken.
5. Public Hearings and Items Listed on the Agenda  
Persons wishing to address the Combined Planning and Zoning Board regarding items on the agenda may do so after the Chairperson opens the agenda item for public hearing or for public comment. Speakers shall be limited to five (5) minutes or a reasonable amount of time as determined by the City Attorney.
6. New Business
  - a. Miles Maggio (1320 Zschokke Street), on behalf of Marge Donnelly (308 Laurel Street), is requesting a Special Use Permit to allow for a short-term rental at 1320 Zschokke Street. PIN# 01-2-24-05-11-204-030
  - b. The City of Highland (1115 Broadway) is requesting approval of a preliminary plat for Plaza Park at 911 Main Street & 913 Main Street. PIN# 01-2-24-05-07-201-017, 01-2-24-05-07-201-016
7. Calendar
  - a. May 5, 2021– Combined Planning and Zoning Board Meeting
  - b. Adjournment

*Anyone requiring ADA accommodations to attend this public meeting, please contact Breann Speraneo, ADA Coordinator, at 618-654-7115.*



# City of Highland Building and Zoning

**Meeting Date:** April 7, 2021

**From:** Matt Kundrat, Intern  
Breann Speraneo, Director of Community Development

**Location:** 1320 Zschokke St

**Zoning Request:** Special Use Permit

**Description:** SUP to allow for a short-term rental in the R-1-D district

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## Proposal Summary

The applicant is Miles Maggio and property owner is Marge Donnelly. The applicant of this case is requesting the following Special Use Permit to comply with Table 3.1 of Section 90-201 of the City of Highland Municipal Code (hereafter known as the “zoning matrix”):

- Miles Maggio (1320 Zschokke Street), on behalf of Marge Donnelly (308 Laurel Street), is requesting a Special Use Permit to allow for a short-term rental at 1320 Zschokke Street. PIN# 01-2-24-05-11-204-030

The zoning matrix identifies “short term rental” as Special Use within the R-1-D single family residential zoning district.

## Comprehensive Plan Consideration

The subject property is denoted as downtown on the Comprehensive Plan’s Future Land Use Map. A short-term rental is an appropriate Special Use for the downtown area.

## Surrounding Uses

Direction	Land Use	Zoning
North	Single-Family Residence	R-1-D
South	Single-Family Residence	R-1-D
East	Single-Family Residence	R-1-D
West	Single-Family Residence	R-1-D

## Standards of Review for Special Use Permits

Below are the six (6) consideration items listed in Section 90-79 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a SUP request.



## City of Highland Building and Zoning

1. Whether the proposed amendment or Special Use is consistent with the City's Comprehensive Plan;

The proposed Special Use is consistent with the Comprehensive Plan.

2. The effect the proposed amendment or Special Use would have on public utilities and on traffic circulation;

The proposed short-term rental would not have an adverse effect on public utilities or traffic circulation on nearby streets. Off-street parking may need to be identified.

3. Whether the proposed design, location and manner of operation of the proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment;

The proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment.

4. The effect the proposed Special Use would have on the value of neighboring property and on this City's overall tax base;

The proposed Special Use will not have a detrimental impact on the value of neighboring property. It will contribute to the City's overall tax base through the hotel-motel tax generated.

5. The effect the proposed Special Use would have on public utilities; and

The proposed Special Use will utilize public utilities.

6. Whether there are any facilities near the proposed Special Use, such as schools or hospitals that require special protection.

There are no facilities near the proposed Special Use that require the need for special protection.

### Staff Discussion

Short-term rentals would help fill the need for more hospitality industry in the community. In this case, it is not the property owner that is the short-term rental host, but rather the renter. The renter has an agreement with the property owner to utilize the property as a short-term rental. It should be noted that this residence consists of two rental units. The main floor is the proposed short-term rental, while the upper unit would remain a traditional rental property.



# City of Highland Building and Zoning

## Aerial Photograph



## Site Photo







# City of Highland

DEPARTMENT OF ECONOMIC AND  
COMMUNITY DEVELOPMENT  
BUILDING AND ZONING DIVISION

## SPECIAL USE PERMIT APPLICATION

Certain uses, because of their special operational or physical characteristics, may or may not have a detrimental impact on nearby permitted uses, depending upon their precise location, manner of operation, and other factors. Such special uses require careful case-by-case review, and may be allowed only pursuant to the following requirements and procedures.

1. Pre-Application Conference: A pre-application conference shall be required prior to submission of any application for Special Use Permit pursuant to Section 90.057.
2. Application & Fee: A proposal for a zoning district amendment shall be filed with the Administrative Official on forms provided herein along with a \$200.00 review and processing fee as required pursuant to Section 90.067 of the City's Zoning Code. Additionally, any proposal to construct a non-residential structure greater than 2,500 square feet shall comply with the Site Plan Review Procedures contained in Article 13 herein. An application shall not be scheduled for public hearing until the application form has been fully completed, the filing fee paid, and all required information submitted.
3. Public Notice - City: The Office of the Administrative Official shall be responsible for having an official notice of the public hearing published in a newspaper of general circulation at least fifteen (15) days prior to the hearing. The notice shall fix the time and place of the hearing and shall describe generally the change requested.
4. Notice to Neighbors - City: It shall be the City's responsibility to submit a notice of intent to surrounding property owners by regular mail **no less than 15 days prior to the scheduled meeting date**. The notice shall contain the time and place of the public hearing and a statement regarding the purpose of the hearing, including, but not limited to, the location of the subject property(s) being considered for rezoning, the existing and proposed zoning classifications and proposed uses for the site. (Notice must entail a minimum of 250 feet from the applicant's property lines).
5. Public Hearing: The Combined Planning and Zoning Board shall hold a public hearing at which time citizens and parties of interest shall have an opportunity to be heard. At the hearing any interested party may appear and testify, either in person or by duly authorized agent or attorney. The public hearings are held in City Hall located at 1115 Broadway, Highland, IL in the Council Chambers.
6. Combined Planning and Zoning Board Recommendation: The Administrator shall prepare an advisory report on every request for a special use permit and present said report to the Combined Planning and Zoning Board at the next regular Combined Planning and Zoning Board meeting. The Combined Planning and Zoning Board shall hold a public hearing at which time citizens and parties of interest shall have an opportunity to be heard. In order to recommend approval or disapproval of a proposed special use permit, the Combined Planning and Zoning Board shall consider the following matters:
  - a. Whether the proposed amendment or special use is consistent with the City's comprehensive plan;
  - b. The effect the proposed amendment or special use would have on public utilities and on traffic circulation;



- c. Whether the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment,
- d. The effect the proposed special use would have on the value of neighboring property and on this City's overall tax base,
- e. The effect the proposed special use would have on public utilities, and
- f. Whether there are any facilities near the proposed special use, such as schools or hospitals that require special protection.

7. Decision by Council. The City Council shall act on every request for a special use permit at their next regularly scheduled meeting following submission of the Combined Planning and Zoning Board's advisory report. Without further public hearing, the Council may grant a special use permit by an ordinance passed by simple majority vote of all members. In a separate statement accompanying any such ordinance, the Council shall state their findings of fact, and indicate their reasons for approving, with or without conditions, or denying the request for a special use permit.



EXHIBIT "A"  
Special Use Permit Application

Return Form To:

Administrative Official  
City of Highland  
2610 Plaza Drive  
Highland, IL 62249  
(618) 654-7115  
(618) 654-1901 (fax)

For Office Use Only

Date Submitted: \_\_\_\_\_  
Filing Fee: \_\_\_\_\_  
Date Paid: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_  
Zoning File #: \_\_\_\_\_

APPLICANT INFORMATION:

Applicant: Miles Maggio Phone: 618 330 1317  
Address: ~~200~~ 1320 Zschokke St Zip: Highland, IL 62249  
Email Address: miles@themiles of success.com  
Owner: Marge Donnelly Phone: (618) 791-0474  
Address: 308 Laurel St Highland, IL Zip: 62249  
Email Address: marge.donnelly@yahoo.com

PROPERTY INFORMATION:

Street Address of Parcel ID of Property: 1320 Zschokke St Highland, IL 62249

Property is Located In (Legal Description): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Present Zoning Classification: \_\_\_\_\_ Acreage: \_\_\_\_\_

Present Use of Property: Residential

Proposed Land Use: Residential, short-term accommodations

Description of proposed use and reasons for seeking a special use permit:

please see attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SURROUNDING LAND USE AND ZONING:**

	<u>Land Use</u>	<u>Zoning</u>
North	_____	_____
South	_____	_____
East	_____	_____
West	_____	_____

*all same*

Should this special use be valid only for a specific time period? Yes \_\_\_\_\_ No

If Yes, what length of time? \_\_\_\_\_

<b>Does the proposed Special Use Permit meet the following standards? If not, attach a separate sheet explaining why.</b>	Yes	No
A. Will the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment;	✓	
B. Is the proposed special use consistent with this City's Comprehensive Plan;	✓	
C. Will the proposed special use have a minimal negative impact on the value of neighboring property and on this City's overall tax base;	✓	
D. Will the proposed special use have a minimal negative impact on public utilities and on traffic circulation on nearby streets; and	✓	
E. Will the proposed special use have a minimal impact on the facilities near the proposed special use, such as schools or hospitals require special protection?	✓	

**THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:**

1. One copy of a legal description AND warranty deed of the property. If the applicant is not the property owner, a notarized letter from the property owner granting the applicant permission to apply for the request will be required.
2. A current plat, site plan, survey, or other professional illustration.
3. One copy of a narrative statement describing the impact of the proposed change, including the purpose of the request, the desired land use, any traffic conditions that may result, how the proposed change may affect the character of the surrounding properties, and how the proposed change will benefit the City of Highland.
4. Application fee.
5. Any other information required by planning staff (i.e. landscaping plan, elevation plan, exterior lighting plan, etc).

I HAVE READ AND UNDERSTAND THE ABOVE CITY OF HIGHLAND PETITION TO THE COMBINED PLANNING & ZONING BOARD REQUIREMENTS.

\_\_\_\_\_  
Applicant's Signature

February 25<sup>th</sup> 2021  
Date



Business Name:

Kingdom Stays

Type of Business:

Family-Home Accommodations (short-term accommodations)

Description of the Business:

Kingdom Stays offers a way for responsible couples, families, and business professionals from around the country a unique way to comfortably and safely stay. A great deal of value is added to the community by offering flexible stays that accommodate qualifying travelers who seek a more comfortable and safe alternative to hotels/motels.

Due to the nature of the business, every aspect of the building, traffic volume, and utility infrastructure use is entirely characterized by low-density residential use and appearance. Each aspect of the business is not only important for the safety of the property, guests, and neighbors but is necessary for the preservation of the nearby neighborhood property values and the character of the neighborhood. The values of the business align almost exactly with the values of the neighborhood in that the value of the business directly relates to the ability to accommodate a friendly, safe, and comfortable stay for each guest so as to build trusting and lasting customer relationships. Additional value is added to the neighborhood by incentivizing further and ongoing residential curb appeal, landscaping, and maintenance on the property on a regular basis so as to appeal to responsible families, couples, and business professionals that will be accepted from a pool of screened applicants.

The business would be contained entirely within the home so there will be zero visible evidence of the business seen from the street or surrounding area. There are no alterations of the exterior of the home other than that of very standard, residential landscaping and curb appeal improvements. House rules include no pets, no parties or events, no loud music, no business meetings or events, no more than twelve (12) people on the property at any given time (usual number of guests will be less). These rules are very strict and will be promptly and formally enforced. These strict home rules will be monitored and enforced using smoking detection, noise-level detection, motion detection, and alarm system monitoring technology in the home as well as video and audio recording and monitoring devices outside of the home.

Each guest must follow a very specific application, screening, and acceptance process. This includes but is not limited to each guest providing a verified name, verified email address, verified phone number, verified government-issued photo ID, and answers to important questions related to the stay. Kingdom Stays even further ensures the ongoing safety of the property and neighborhood by utilizing advanced surveillance technology. During the application process, guests are made aware, in advance, of all surveillance and noise level monitor technology installed on the premise so as to quickly respond to and enforce any combination of the house rules at any given time. Each applicant is subject to a background check. Not all applicants are accepted. Kingdom Stay follows all standards set forth in Highland's hotel/motel



guest registration ordinance and holds registration information for 90 days or more. Although not required, Kingdom Stay's screening process exceeds the standards set forth in Highland's hotel/motel registration ordinance as well as a standard landlord/tenant relationships and screening.

There is absolutely nothing that would create additional nuisances due to noise, dust, heat, vibrations, bright lighting, odor, emissions, or others in any capacity whatsoever. Strict limitations of five (5) total cars or less are placed on the number of cars that can be parked near the location at any given time. Reliable and relevant data suggests that, as a result of the business, in total there will be a general average of 1.8 cars parked at any given time and no more than 2.3 car average during any given week. Guests will be informed and enforced of all proper parking allowances. There will be no traffic generated abnormal to that of a low-density, residential neighborhoods including but not limited to no more than four (4) arrivals or four (4) departures by vehicle daily. There will be absolutely no commodities sold or services rendered at the location.

At this property, there is absolutely no excessive noise allowed. The reservation rules define this as noise above conversation level at any time. Quiet hours (whisper-level noise) is from 11 pm to 8 am every day. The noise level will be monitored by a noise-level alert system. Additionally there are signs posted within the property reminding guests of the reservation rules related to the noise level and the quiet hours between 11 pm and 8 am every day. Lastly, in the rare case this is not met, the Minut Smart Home monitoring system will proactively notify (via smart phone notification) a representative of Kingdom Stays that begins the process of ensuring the place is promptly brought back within the house rules using prescribed procedures that depend on the situation and have a history of effectively doing so.

Additionally, marijuana is not allowed on the premise under any circumstances due to how close the neighbors are. This is not required by any parties involved, however is a proactive measure to ensure the integrity of the neighborhood and the comfortability of neighbors.

The application and screening process, as well as the real-time surveillance and notification system, Kingdom Stays does not in any way add to the safety risk and/or residential character risks than is associated with a high-quality, low-density family. Due to the nature of the business and the checks and balances associated with this particular business, the location will continue to remain true to its safety and residential character.

Below is a copy of the reservation rules each guest received before booking. Guests are additionally asked if you have read, understand, and agree to abide by the reservation rules.



## Reservation House Rules:

These rules are agreed to upon reserving and are formally enforced.

- Check-in: After 3:00 PM
- Checkout: 11:00 AM
- Self check-in with smart lock
- No smoking
- No pets
- No parties or events

The house rules will be formally enforced and are very important to ensure a great experience for each and every guest staying with us, so please read them carefully:

- ❶ The platform chat is the primary method of communication.
- ❷ Local residents must communicate with us first before booking.
- ❸ The primary user must have a valid and updated phone number on the platform.
- ❹ Disclosure: A background check will be considered for each reservation.
- ❺ No more than 12 individuals are allowed on or in the property at any given time unless otherwise communicated. Accurately reporting the number of guests staying the night will be accounted for with outdoor entranceway cameras. It is required that you promptly communicate changes in the number of guests staying the night.
- ❻ No excessive noise allowed: this is defined as noise above conversation level at any time. Quiet hours (whisper-level noise) is from 11 pm to 8 am every day. The noise level will be monitored by a noise-level alert system.
- ❼ If there is any issue related to your stay, you are required to communicate this promptly to Kingdom Stays and allow a representative of Kingdom Stays to come and fix the issue at any time during the stay.
- ❽ No more than 5 cars are allowed to be parked in the immediate vicinity, street, and neighborhood. This is to maintain the character and traffic flow of the neighborhood and will be formally enforced.
- ❾ There is a \$50 late check-out fee unless otherwise communicated.
- ❿ Smoking is only allowed in the back of the house. Marijuana is not allowed on the premise under any circumstances due to how close the neighbors are. Immediate cancellation of the reservation and a \$250 smoking fee assessed for each day of the reservation if smoking of any kind is detected inside or in front of the property whatsoever. This means smoking is NOT allowed in front of the house, front porch, front yard, or back yard. This will be monitored by special smoke-monitoring technology installed within the space and outside entranceway cameras.

Local legislation requires a verification process upon check-in. This will come in the form of a quick, easy-to-use, online check-in form that can be done straight from your smartphone. Any fees associated with non-compliance will be required.

Upon guest registration, you must certify that this is not the permanent residence of anyone staying.

Feel free to reach out to me with any situation you are not sure of or have any questions about. I am very understanding when it comes to most situations but do ask.

Not following any combination of these rules can result in being responsible for any costs associated with the disruption of the following reservations. Violations can result in instant cancellation of the reservation without refund.



If you have any further questions, thoughts, concerns, or if you would like any other documentation, feel free to reach out to me anytime.

Thanks again,

Sincerely,

Miles Maggio  
(618) 830-1817  
miles@themilesofsuccess.com

Owner and Operator

Kingdom Stays  
kingdom-stays.com



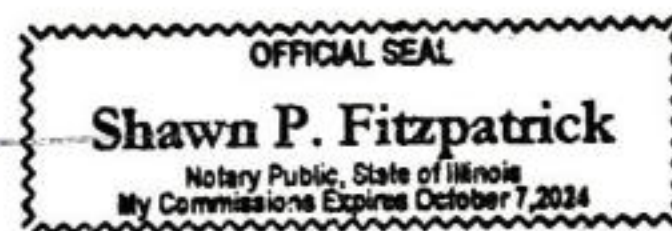
This letter is to certify that the downstairs apartment at 1320 Zschokke St Highland, IL 62249 is allowed by myself, Marge Donnelly, for the use of short-term rental business and short-term rental accommodations by Miles Maggio of Kingdom Stays according to the stipulations laid out in the lease addendum and according to the stipulations spoken of verbally on how the business is operated. Kingdom Stays has my full permission to provide short-term accommodations.

*Donnelly*  
Marge Donnelly

*Notary Public*



Shawn P. Fitzpatrick  
State of Illinois  
County of Madison





## LEASE ADDENDUM

THIS LEASE ADDENDUM entered on January 11<sup>th</sup>, 2021 by and between Marge Donnelly, hereinafter referred to as "Lessor" and Miles Maggio of Kingdom Stays hereinafter referred to as "Lessee."

In consideration of the terms, covenants and conditions herein contained, Lessor and Lessee covenant and agree as follows:

1. **PREMISES.** Lessor does hereby lease unto Lessee and Lessee does hereby take as Lessee the following premises situated in the City of Highland County of Madison, State of Illinois:  
Residence and lot located at 1320 Zschokke Street
2. **TERM.** The term of this lease shall be for a period of one year and shall commence January 11<sup>th</sup>, 2021 and will terminate January 1<sup>st</sup>, 2022 (the "Initial Term".) Lessee, however shall have the option to renew this Lease as hereinafter provided.
3. **RENT.** Lessee shall pay rent therefore, during the Initial Term of this Lease, the sum of \$800.00 for every month commencing February 2021 and every month thereafter. Said rent shall be due by the first day of each calendar month during the Initial Term with flexibility of only a few weeks. The initial payment of \$400.00 will be paid immediately upon commencement of this lease and will be a payment for the month of January.
4. **SECURITY DEPOSIT.** Lessee shall pay Lessor a security deposit of \$800.00 in payments by May 1st 2021. Lessor shall hold the security deposit without interest as security for payment of rent and any other payments now or which may become due Lessor under this Lease and as security for faithful performance by Lessee of all the terms of this Lease. Lessor shall return security deposit to Lessee after the expiration of the Lease or any renewal or extension thereof or upon termination without the fault or default of Lessee, provided Lessee shall have made all such payments and performed all the terms of this Lease. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand, or cause of action of Lessor against Lessee under this Lease.



5. **OPTION TO RENEW.** Upon the expiration of the Initial term of this Lease, Lessee and Lessor shall have the right and option to consensually agree to extend and renew this Lease for an additional one-year term commencing January 1<sup>st</sup>, 2022 and terminating January 1<sup>st</sup>, 2023. Said option to renew shall be exercised by Lessee giving written notice of Lessor's intention to renew the Lease to Lessor.

It is further agreed between the parties hereto that Lessee shall not be entitled to exercise any option provided for above if Lessee is in default of this Lease at the time Lessee elects to exercise such option.

6. **USE OF PREMISES.** The leased premises shall be used for the following purposes only:

- (a) As Lessee's primary residence; and
- (b) To rent the premises, or a portion thereof, to any Short-Term Rental customers.

7. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease or sublet all or any part of the premises without first obtaining the written consent of the Lessor. Any consent to assignment or subletting by the Lessor shall not be released or diminish Lessee's duties, responsibilities, and liabilities under this Lease.

8. **IMPROVEMENTS AND FIXTURES.** Lessee may not make any improvements or alterations to the premises without having first obtained the prior written consent of the Lessor. Lessor agrees to make occasional and general improvements to increase the functionality and durability of the premise.

9. **UTILITIES.** Lessee shall be solely responsible and promptly pay all charges for heat, gas, electricity, and sewer use charges, or any other utility used or consumed in or for the leased premises, including making the necessary deposits therefore.



10. **MAINTENANCE OF LEASED PREMISES.** Lessor shall maintain and repair the roof and exterior structural components of the residence, except that any roof repairs caused by Lessee's negligence shall be Lessee's responsibility. Lessor, in addition, shall maintain and repair the HVAC system. Lessee shall at all times maintain and repair all other portions (interior and exterior) of the leased premises in good condition and repair. This shall include without limitation mowing and raking of the yard. If Lessee refuses or neglects to maintain or repair the premises as required hereunder as soon as reasonably possible after written demand, and to the reasonable satisfaction of Lessor, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue, and upon completion thereof, Lessee shall pay Lessor's cost for making such repairs upon presentation of a bill thereof as additional rent. Lessee covenants that Lessee shall promptly pay any amount incurred for the repair or maintenance of this subject premises in order to protect the premises against the assertion or filing of any mechanic's lien therefore. Lessee agrees to indemnify and hold harmless Lessor and the premises from any claim for mechanic's lien on account of any material or labor furnished to or for the benefit of the leased premises.

11. **TAXES.** Lessor, at Lessor's expense, shall pay all real estate taxes.

12. **FIRE AND CASUALTY INSURANCE.** Lessee covenants that Lessee shall purchase and maintain fire and extended coverage insurance on the residence to protect Lessor's interest in the premises, which Lessor deems advisable and appropriate. Lessee covenants to purchase and maintain fire and extended coverage insurance on the contents and any trade fixtures in the leased premises in order to protect Lessee's interest therein.



**13. LIABILITIES TO THIRD PARTIES AND PUBLIC LIABILITY INSURANCE.**

Lessee agrees to save harmless Lessor from any liability for personal injury or property damage occasioned on or about said premises. Lessor shall not be liable for claims of any persons or any injuries thereto or any damage to property or to any person on or about the above described premises. Lessee further agrees to hold Lessor harmless from and indemnify Lessor from any and all damages, expenses, costs and attorney's fees on account of any injury to person, life or property in or about said premises or by services or business conducted by Lessee, Lessee's agents, servants, or employees, and others on its behalf. Lessee shall purchase at Lessee's expense and keep in effect public liability insurance protecting Lessee and Lessor from any and all damages, expenses, costs and attorney's fees on account of injury to person, life or property in or about the leased premises or the services or business conducted with minimum coverage of One Million Dollars (\$1,000,000) for death or injury to each person, Three Million Dollars (\$3,000,000) for death or injury resulting from each occurrence, and One Hundred Thousand Dollars (\$100,000) property damage liability for each occurrence. Lessor shall be named as an additional insured in said policy of insurance which shall contain a clause that Lessee will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. Proof of said insurance shall be provided by Lessee to the Lessor. Failure to provide insurance with proof is a breach of this Lease, Lessor may at this option, purchase insurance for Lessee and charge Lessee for said insurance as additional rent, or cancel this Lease and reenter the Leased premises, or take any other actions or pursue and other remedies he may have for breach of this Lease.

**14. ACCESS BY LESSOR.** Lessee shall allow Lessor, Lessors agents, employees or servants, or any other person authorized by Lessor, free access to the premises hereby leased, during same-day turnovers and at other reasonable times, for the purpose of examining the same, and to make such repairs, replacements, or alterations as Lessor may deem necessary to be made.



15. **GOVERNMENTAL REGULATIONS.** Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authority, now in force, or which may hereafter be in force, pertaining to said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force.

16. **DESTRUCTION OF OR DAMAGE TO PREMISES.** In the event the premises are totally or partially destroyed or damaged by fire or another casualty, either Lessor or Lessee may elect to terminate this Lease. In the event that neither Lessor or Lessee terminates the Lease, they shall rebuild or repair said premises. Rent shall abate between the time of total destruction and the time the building is rebuilt and said premises are ready for occupancy. In the event of a partial destruction or damage to the premises, the rent shall proportionally abate during the time between such partial destruction or damage, and repair thereof.

17. **DEFAULT.** If lessee defaults in the payment of rent, or if Lessee defaults with respect to any other covenant, term of condition hereof, then Lessor, at Lessor's sole option, may:

- a. Remain out of possession, treat the Lessee as subsisting, and recover rent and any additional amounts due hereunder, as the same become due and payable; or
- b. Remain out of possession, treat the Lease as subsisting, and accelerate rent and any additional amounts or which may become due during term, after giving Lessee ten (10) days written notice or such election to accelerate; or
- c. After giving notice to Lessee, resume possession and try to release on behalf of Lessee in order to mitigate damages; or
- d. After giving notice to Lessee, resume possession, accelerate rent and any additional amounts due or which may become due during the next term, and recover the same as liquidated damages for Lessee's default, it being agreed that the exact amount of damages is difficult or impossible to ascertain; or
- e. reenter, resume possession and terminate the Lease.



18. **EMINENT DOMAIN.** In the event the premises or any part thereof are taken through the exercise of eminent domain, the entire award for damages to the premises, both leasehold and reversion, shall be the sole property of Lessor and Lessee hereby assigns Lessor all of Lessee's rights, title and interest in any joint award made pursuant to any such proceedings, and authorizes and empowers Lessor in the name of Lessee to receive and give acquittance therefore, and make, execute and deliver in Lessee's name any release or other instrument that may be required to recover any such award to judgment. If Lessee collects a separate claim for her loss of business income from the governmental entity, that shall remain its separate property.

19. **LESSOR'S LIABILITY.** Lessor shall not be liable to Lessee or to any other person or corporation, including employees, for any damage to any person or property caused by water, rain, snow, frost, fire, storm, or accident, or by breakage, stoppage, or leakage of water, gas, heating and sewer pipes, or plumbing, upon, about or adjacent to said premises.

20. **NOTICES.** Any notice or demand provided herein may be given to the party to be served by personal service or by registered or certified mail, addressed to Lessor, at Lessor's known address, or to Lessee, at the premises herein leased.

21. **DAMAGES.** Upon the occurrence of any event of default described herein, the non-defaulting party, in addition to any other remedies, may recover from the defaulting party all damages which may be incurred by reason of such default. The defaulting party further agrees to indemnify the other party for any and all costs and expenses, including actual attorney's fees, incurred by the other party in connection with retention of counsel or legal proceedings brought against by the party to enforce any of the terms of this Agreement



22. **SUCCESSORS AND ASSIGNS.** This Agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, and their heirs and assigns and shall be binding upon Lessee, its successors and assigns, and shall inure to the benefit of Lessee and only such as signs of Lessee whom the assignment by Lessee has been consented to by Lessor.

23. **REMEDIES CUMULATIVE.** No mention in this agreement of any specific right or remedy shall preclude Lessor from exercising any other right from having any other remedy, or from maintaining any action to which he may otherwise be entitled either at law or equity; and the failure of Lessor to insist in any one or more instances upon strict performance of any covenant of this agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Lessor.

24. **CLASSIFICATION OF TERMS.** Whenever the words Lessor or Lessee are used herein, such words shall be construed to include the singular and plural, and the heirs, executors, administrators, personal representatives, successors, assigns, or legal representatives of said Lessor and Lessee.

25. **WAIVER OF SUBROGATION.** All policies of insurance pertaining to the leased premises shall, if possible, be endorsed to provide that the insurance company may not subrogate with respect to insurance carried by Lessor against Lessee and with respect to insurance carried by Lessor against Lessee, it being agreed that neither Lessor nor Lessee's insurance company or companies shall have any right of action against Lessor for any loss or damage to Lessee's property in or about the leased premises which loss or damage is in fact covered by insurance carried by Lessee, nor that Lessor or Lessor's insurance company or companies shall have any right or recovery against Lessee for any loss or damage to Lessor's property in or upon the leased premises, which loss or damage is in fact covered by insurance carried by Lessor.



26. **RIGHT OF FIRST REFUSAL.** It is agreed that if during the term of this Lease Lessor should desire to sell the premises, the Lessee shall have the privilege of purchase the same for same price and terms for which Lessor would be willing to sell to any other person; but if Lessee does not exercise the option to purchase within 10 (ten) days after receipt of notice in writing from Lessor of Lessor's desire to sell (and proposed terms of sale), then this right of first refusal shall become null and void; and, further, then this Lease shall be and become void upon a conveyance of the premises by Lessor.

27. **HEADINGS.** The headings hereof are intended as guides only and shall not be construed as having any legal effect.

28. **ENTIRE AGREEMENT.** This Lease Agreement and any attached Exhibits collectively constitute the entire agreement between Lessor and Lessee, and no other promises or representations including any prior written or oral agreement between the parties, shall be binding unless made in writing and signed by Lessor and Lessee. The exhibits attached to this Agreement are made a part hereof by this reference.

**IN WITNESS WHEREOF,** the parties have hereunto duly executed the foregoing instrument in triplicate the day and year first above written.


LESSOR: *Donnelly*

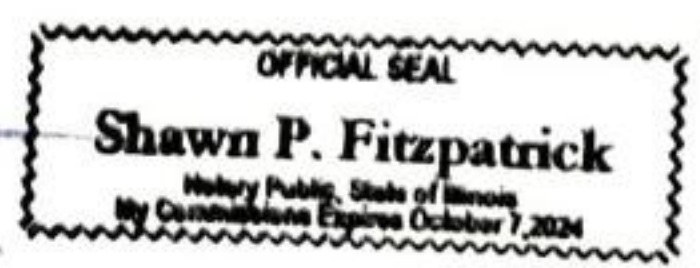
LESSEE: *Miles Maggio*



2/25/21 Date

2/25/21 Date

*Mary Public*  
  
State of Ill.  
County of Madison







# City of Highland

## Building and Zoning

Meeting Date: April 7, 2021

From: Breann Speraneo, Director of Community Development

Description: Plaza Park Preliminary Plat

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### Proposal Summary

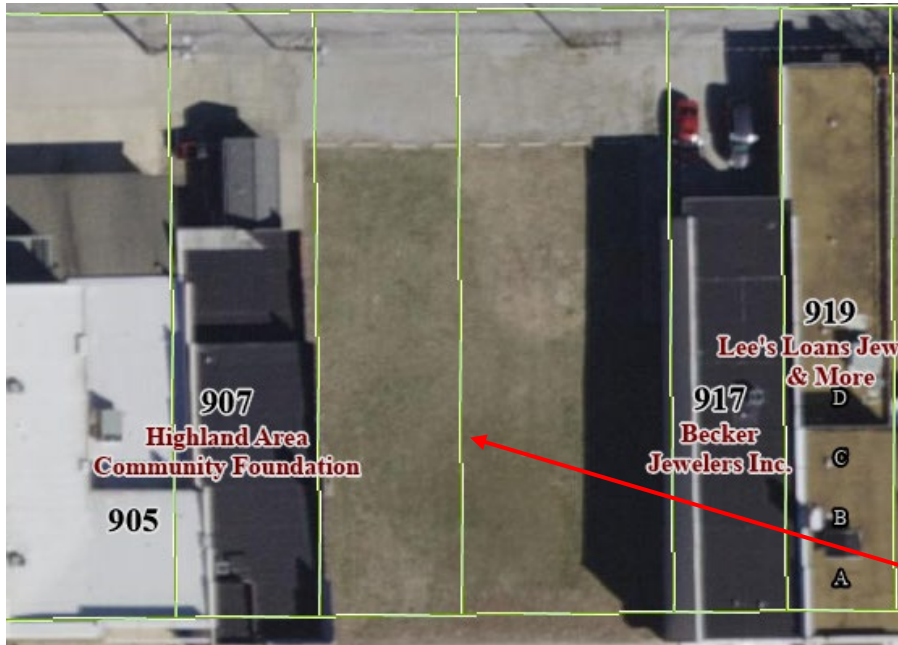
The City of Highland (1115 Broadway) is the applicant and property owner. The City is requesting approval of a preliminary plat for Plaza Park at 911 Main Street & 913 Main Street. PIN# 01-2-24-05-07-201-017, 01-2-24-05-07-201-016

### Purpose

In order to combine the two existing parcels into one lot, the subdivision process is necessary. However, this subdivision does not involve any new infrastructure. The lot combination is needed in order to center new public restrooms on the existing lot line, as no structure may be placed on a property line per the City of Highland's Code of Ordinances.

Both the Public Works and Light and Power departments have verified that all necessary utility easements are shown on the preliminary plat.

### Aerial View



Lot line to be removed





City of Highland  
Building and Zoning

Site Photo





