



City of Highland

Building and Zoning

Combined Planning & Zoning Board Agenda
Highland Area Senior Center – 187 Woodcrest Drive
August 2, 2023 7:00 P.M.

1. Call to Order
2. Roll Call
3. General Business:
Approval of the June 7, 2023 Regular Meeting 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) Maiden Gall, LLC (60 Trout Dr., Highland, IL) is requesting a Special Use Permit for a short-term rental within the C-2 Central Business District at 923 Main St. PIN# 01-2-24-05-07-201-013
7. Calendar
 - a. September 6, 2023– Combined Planning and Zoning Board Meeting
8. Adjournment

Citizens may attend in person or monitor the meeting by phone. To monitor the meeting, call 618-882-4358 and use conference ID# 267091. To have a comment read into the meeting minutes, email your comment to highlandzoning@highlandil.gov or submit it through our Citizen Request portal on our website.

Anyone requiring ADA accommodations to attend this public meeting, please contact Jackie Heimburger, ADA Coordinator, at 618-654-9891.



City of Highland
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Meeting Date: August 2, 2023
From: Mallord Hubbard, Economic Development Coordinator
Location: 923 Main Street
Zoning Request: Special Use Permit
Description: SUP to allow for a short-term rental in the C-2 district

Proposal Summary

The applicant and property owner is Tricia Feyerabend. 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”):

- **Tricia Feyerabend (60 Trout Dr.) is requesting a Special Use Permit for a short-term rental within the C-2 Central Business District at 923 Main Street. (PIN# 01-2-24-05-07-201-013)**

The zoning matrix identifies “short term rental” as Special Use within the C-2 Central Business 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	C-2
South	Downtown Highland Square	C-2
East	Vacant Commercial Building	C-2
West	Lee’s Loans Jewelry & More	C-2

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.

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.



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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 is provided.

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

Staff sees a need for more hospitality businesses in Highland and a new short-term rental would help to meet this demand.

It should be noted that off-street parking is not required in the area enclosed by 12th Street, Walnut Street, 9th Street, and Pine Street, provided the site is located within 500 feet of a public parking lot or an alternative parking plan is approved. The subject property is located within 500 feet of a public parking lot and therefore no off-street parking is required.



Aerial Photograph



Site Photos



EXHIBIT "A"
Special Use Permit Application

Return Form To:

Administrative Official
City of Highland
2610 Plaza Drive
Highland, IL 62249
(618) 654-9891
(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: MAIDEN GALLI LLC Phone: 618-792-6036
Address: 923 Main Street, Highland, IL Zip: 62249
Email Address: maidengalli923@gmail.com
Owner: SHANNON HESS + TRICIA FEYERABEND Phone: 618-792-6036
Address: 60 Trout Drive, Highland, IL Zip: 62249
Email Address: Feyerabend_properties@gmail.com

PROPERTY INFORMATION:

Street Address of Parcel ID of Property: _____

Property is Located In (Legal Description): NORTHWEST CORNER OF MAIN STREET +
WASHINGTON STREET.
JUST THE UPSTAIRS WILL BE RECLASSIFIED

Present Zoning Classification: COMMERCIAL Acreage: _____

Present Use of Property: GIFT STORE

Proposed Land Use: SHORT TERM RENTAL

Description of proposed use and reasons for seeking a special use permit:
BUYING THE GUMMERTREE FROM RETIRING OWNER. PLAN TO
CONVERT FIRST FLOOR INTO SALON + BOUTIQUE AND UPSTAIRS
INTO A SHORT TERM RENTAL APARTMENT.

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>RESIDENTIAL</u>	_____
South	<u>PUBLIC SQUARE</u>	_____
East	<u>Commercial property</u>	_____
West	<u>Commercial property</u>	_____

Should this special use be valid only for a specific time period? Yes _____ No
 If Yes, what length of time? _____

<i>Does the proposed Special Use Permit meet the following standards? If not, attach a separate sheet explaining why.</i>	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;	<input checked="" type="checkbox"/>	
B. Is the proposed special use consistent with this City's Comprehensive Plan;	<input checked="" type="checkbox"/>	
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;	<input checked="" type="checkbox"/>	
D. Will the proposed special use have a minimal negative impact on public utilities and on traffic circulation on nearby streets; and	<input checked="" type="checkbox"/>	
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?	<input checked="" type="checkbox"/>	

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. - *N/A*
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. *see attached.*
4. Application fee.
5. Any other information required by planning staff (i.e. landscaping plan, elevation plan, exterior lighting plan, etc). *N/A*

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

Juvia Superaberal
 Applicant's Signature

6/13/2023
 Date

Giving Tree Phase I – Purchase, Restore, and Conversion

To Whom it May Concern,

Maiden Gall, LLC will be purchasing the building located at 923 Main Street in Highland, IL (currently The Giving Tree gift shop). The 50/50 partnership that forms Maiden Gall, LLC consists of Tricia Feyerabend and Shannon Hogg.

1. Description of Business/Company

The intention of the purchase of this building is to house Shannon Hogg's hair salon and boutique (JusTeazin Salon and Boutique) on the first floor of the building and for Tricia Feyerabend to open a short-term rental apartment (reuse of the name The Giving Tree) on the second floor of this building.

2. Project Description

2a. 4,100 square footage, two phase construction process

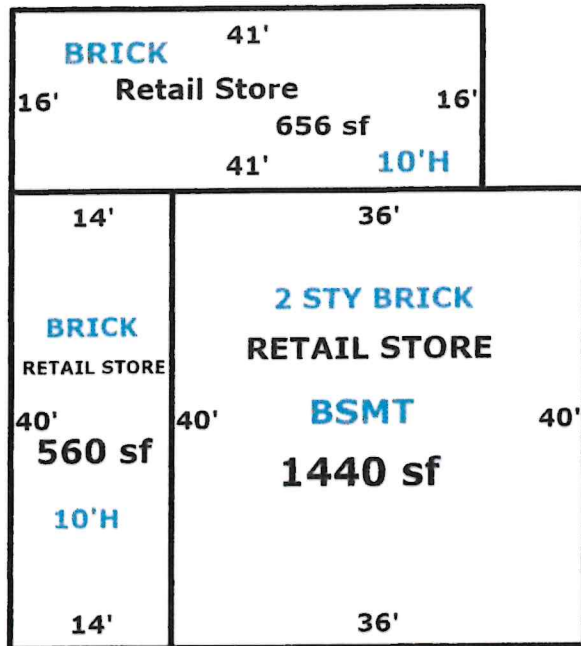
2b. No constraints

To achieve this goal for both parties, improvements need to be made to both the inside and outside of this building. Due to the number of improvements needed, this will be broken down into more than one phase of construction. All 4,000+ square feet of this building will be renovated, as well as outdoor repairs. Phase one of this project includes the required updates and repairs needed to have both of these businesses operating by the first of September, 2023.

External repairs/renovations:

- New flat roof on the two-story portion of the building.
- Replacement of gutters and fascia
- Repair of collapsed plumbing line that links to the main city line.
- Removal of detached shed in the back of the property.
- Removal of poison oak on the outside of the building.

Giving Tree Phase I – Purchase, Restore, and Conversion



Internal Renovations

First Floor, JusTeazin' Salon and Boutique

- Run appropriate plumbing and electrical needed to operate a salon in the 560sf portion of the building.
- New flooring and paint to the entire first floor
- Repair of damaged ceiling from previous water leak.
- Update decorative lighting throughout the first floor.
- Install tankless water heater to service the entire first and second floor.
- Expand bathroom to add more space for customers.
- Add dressing rooms.
- Build a wall and add a lockable door to divide the first floor from the second.
- Other various small repairs throughout first floor.

Second Floor, The Giving Tree Loft

- Restore the upstairs back to a three-bedroom, one bathroom apartment, keeping original charm of building intact where possible.
- Update plumbing to bathroom, kitchen, and laundry room.
- Update flooring to original charm (where possible).
- Removal of wallpaper then fresh paint throughout the unit.
- Add appliances to kitchen and laundry room.
- New flooring in rooms where flooring cannot be salvaged.
- Replacement of damaged drop ceiling panels.
- Updated windows (if funding allows).

Giving Tree Phase I – Purchase, Restore, and Conversion

- Updated air conditioning throughout the upstairs (if funding allows).
- Other various small repairs through the second floor

Phase 2 (not in this request)

- Phase one updates if the funding didn't allow for it in the first round.
- Update and repairs to brick on outside of building
- Repaint and restore the front of the building to its original charm.
- Update external windows and doors to the first floor.
- Add additional parking at the back of the property.
- Add a gathering area to the back of the property.
- Potentially convert the 656sf space to an indoor/outdoor rentable event space

2c. Benefit or Service to the Community.

The current owner of the building and business at this location is planning to retire. By Maiden Gall, LLC purchasing this property and converting it into a salon and boutique will allow for the shopping destination to remain at the familiar location. JusTeazin is currently located right off the square on the same street as The Giving Tree and the salon remaining in a familiar location will be a benefit to the community that utilizes these salon services. By Maiden Gall, LLC converting the upstairs back into a three-bedroom apartment for the purpose of short-term rentals will benefit the community by allowing tourists and out-of-town family an option of a place to stay that celebrates the history of Highland while also being in a central location to many Highland attractions.

3. Request for assistance

Shannon and Tricia request assistance from the city in the way of Municipal Property Tax Rebate, Rebate of City Imposed Fees, and the Maximum funding assistance calculation to assist in a seamless transition to this new growth venture for JusTeazin, the new short-term rental unit, and the Highland square. Funding comes from personal means instead of business income, causing a tight budget on a business and personal level. Due to the number of renovations needed to restore and convert this building while still wanting to keep its original charm (as well as unforeseen repairs that will likely appear in this 150y/o building) a personal loan was drawn from both Shannon and Tricia to make this dream a reality. With the City of Highland's help, in above listed ways, with these repairs and improvements Shannon and Tricia will be able to grow these local businesses and continue to celebrate Highland's history and charm on the square.

4. Construction timeline

Construction is scheduled to begin after the scheduled closing date of the purchase of the building and the business (July 13th, 2023). First floor salon is scheduled to be completed and fully operable by 8/31/2023. The remainder of the first floor and the entire second floor has an estimated completion date of 12/31/2023.

Giving Tree Phase I – Purchase, Restore, and Conversion

Thank you for taking the time to review our proposal and we hope you will consider helping local entrepreneurs as they attempt to increase the popularity of the already thriving Highland Square.

Tricia Feyerabend and Shannon Hogg

Monday, June 12, 2023

Date: April 6th, 2023

PRIVATE AND CONFIDENTIAL

To: TGT Owner

Dear Laune Manwarring,

Thank you for the time spent introducing Shannon and I to The Giving Tree. ("TGT" or the "Company") We (i.e., Shannon and I, Tricia) (collectively, the "Buyers", "we", or "us") thank you for the opportunity to submit this letter of intent (this "LOI"). We enjoyed meeting you and getting to know each other over the initial meeting and tour of the gift shop. You and your team have built TGT into a remarkable gift shop, as evidenced by a proven reputation with over 32 years of conducting business in the city of Highland. We are excited about the prospect of leading TGT in its next chapter of growth.

We are proud to submit this LOI, which outlines the proposed terms of our purchase of TGT from Shannon and I, Tricia. (~~"Seller"~~).

Sincerely,



Shannon Hogg and Tricia Feyerabend

Summary Terms

<p>1. Timeline</p>	<p>Our goal is to complete our diligence and be in position to sign a definitive purchase agreement (the "Purchase Agreement") within 90 days of completing our due diligence, with a target close date of July 5th, 2023. This timeline assumes that we're offered exclusivity and have begun legal and financial due diligence by approximately Thursday, April 13th, 2023. We anticipate a simultaneous sign and close.</p>
<p>2. Purchase Price</p>	<p>We intend to complete the transaction at a total purchase price of \$327,500 on a cash-free, debt-free basis. This offer is for 100% of the equity of TGT and all related assets that may be owned by an affiliate of TGT.</p> <p>The purchase price will be in the form of:</p> <ul style="list-style-type: none"> • Bank financed purchase of the building for \$232,500, pending building inspection with no repair requests from Buyers on repairs less than \$500. • Bank financed purchase of TGT for \$95,000 with an understanding that there will be no more inventory purchases as of signing date of this LOI and sales will continue until the closing date of the purchase.
<p>3. Management and Employees</p>	<p>We envision that TGT will continue to retain all its employees as we continue to service TGT's customers and look forward to growing TGT. We expect that all TGT employees will continue in their current roles at their current base compensation, reporting to Shannon and Tara as the new management team. We expect that all participating employees will maintain their current health and welfare benefits package.</p>
<p>4. Escrow, Indemnification and Reps & Warranties</p>	<p>The purchase agreement will include mutually agreed upon customary representations, warranties, and covenants for a transaction of this type, and other mutually-agreed terms and conditions, including mutually-acceptable five-year non-competition, non-interference and non-solicitation restrictions applicable to the Seller and provide Buyer's indemnification from Seller in the event any of the representations, warranties, and covenants are materially breached. In the event of any material breach of any of the representations, warranties, or covenants, the Seller's Note will be reduced by the amount of the damages resulting from the breach.</p>
<p>5. Financing Sources and Approvals</p>	<p>Seller understands that the Buyer's purchase of TGT is contingent upon obtaining approval for the FAME loans. Buyers shall make good faith efforts to obtain approval expeditiously. Buyers have already submitted documentation and begun the SBA approval process.</p>
<p>6. Due Diligence</p>	<p>To date, we have completed the initial portion of our business diligence process, including a review of the financial data that has been provided to us. We had a meeting with Laurie and have spent time on site with Laurie. We believe our upfront work will allow us to move quickly and run a streamlined diligence process that will minimize disruption to Laurie and her team's time.</p>
<p>7. Expenses</p>	<p>Each party to this LOI shall be responsible for its own fees and expenses related to the transaction. Upon completion of the transaction, the Seller will pay their own fees and expenses (and those of TGT) and Buyers will pay its own fees and expenses.</p>
<p>8. Exclusivity</p>	<p>Laurie agrees not to solicit or negotiate with other parties for the purchase of equity or material assets of TGT until the earlier of (a) July 5, 2023, and (b) termination of this offer by TGT or Buyers in writing. Exclusivity will extend for an additional 30 days until August 4, 2023, if TGT and the Buyers are actively engaged in good faith efforts to complete the transaction.</p>
<p>9. Expiration Date</p>	<p>The terms of this LOI shall expire at 6:00 pm Eastern Time on April 14, 2023, if not accepted by then. If accepted, this LOI will become binding on the parties hereto to the extent, and only to the extent, summarized in Legal Effect (section 13).</p>

10. Company Covenants	During the exclusivity period, Laurie shall cause TGT to use best efforts to conduct its operations in the ordinary and usual course of business. Seller also agrees to discontinue purchasing additional inventory.
11. Confidentiality	The summary terms outlined in this letter reflect our preliminary understanding and terms of our investment in TGT. The parties agree to keep the details of the offer and the Buyer's interest in TGT confidential. The parties also agree to not publicly disclose the financial terms of the transaction.
12. Governing Law and Venue	The binding provisions of this letter of intent will be governed by the internal laws of the State of Illinois. Venue for any action to enforce any provision of this letter of intent shall be in the state courts located in and for Madison County, Illinois.
13. Legal Effect	Nothing in this letter of intent creates a binding commitment for either party, except the provisions in Expenses (section 7), Exclusivity (section 8), Company Covenants (section 10), Confidentiality (section 11), Governing Law and Venue (section 12), and Legal Effect (section 13), which shall be binding on the parties hereto. The parties will only become legally obligated to complete the transaction in accordance with the terms and conditions in an executed Purchase Agreement.
14. Team and Contact Information	<p>The contact information for our team is included below:</p> <ul style="list-style-type: none"> • Tricia Feyerabend 618-792-6036 • Shannon Hogg 618-407-9435

We very much look forward to the opportunity to work with the TGT team as we grow and continue to provide excellent service and business for TGT clients.

Should you have any questions about our offer, please don't hesitate to reach out to us at the numbers listed above.

Sincerely,



Tricia Feyerabend and Shannon Hogg

SIGNATURE PAGE

Agreed and accepted this ____ day of April, 2023. 4/12/2023

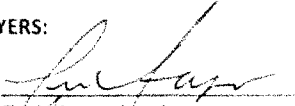
COMPANY:

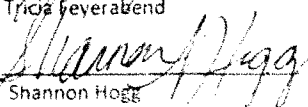
The Giving Tree

By: 
Laurie Manwaring

Laurie Manwaring

BUYERS:

By: 
Triciaeyerabend

By: 
Shannon Hogg