



DocId:8804604
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Prepared by \$

Return to:

EW.

City Clerk
116 E. Market Street
Troy, Illinois 62294

2022R15771
STATE OF ILLINOIS
MADISON COUNTY
05/06/2022 12:41 PM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 27



50.00 (TU)

Ordinance No. 2022 - 1a

An Ordinance Concerning Chapter 154 of the Troy Municipal Zoning Code (also known as the Troy Zoning Code) for the Purpose of Granting a Special Use on a Specific Parcel (i.e. Seasonal Tropical Sno Business at 284 Riggin Road)

ADOPTED BY THE CITY COUNCIL

OF THE CITY OF TROY, ILLINOIS

THIS FOURTH DAY OF APRIL, 2022

WHEREAS, the City of Troy, County of Madison, State of Illinois, presently has in force the Troy Zoning Code, which is contained in Chapter 154 of the Troy Municipal Code, also known as Ordinance No. 2004-21, adopted August 2, 2004, and as amended from time to time; and

WHEREAS, David and Christine Zimmer, owners, are requesting a special use permit to operate a seasonal Tropical Sno business in an existing structure on the parking lot of the Tri Township Activity Center at 284 Riggins Road with PPID 09-1-22-08-00-000-009.007 and currently zoned C-2 General Commercial within the corporate limits; and

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the City of Troy Planning Commission held a public hearing on March 31, 2022, concerning the proposed Special Use; and

WHEREAS, the Planning Commission examined the application and considered the testimony and exhibits offered on behalf of the application and the standards for issuance as described in Section 154.141(E) of the City of Troy Zoning Code; and

WHEREAS, in accordance with Section 154.141(F) of the City of Troy Zoning Code, the Planning Commission has submitted their recommendation, including findings of fact, to the City Council that such petition for special use be granted with the stipulations if any, as stated in Recommendation No. 2022-01PC; and

WHEREAS, the City Council considered the findings of fact and concur with the recommendation of the Planning Commission.

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

SECTION 1: The recitals contained above in the preamble of this Ordinance are hereby incorporated by reference, the same as if set forth in this section of this Ordinance verbatim, as findings of the City Council of the City of Troy, Illinois.

SECTION 2: The City Council hereby grants a special use permit to David and Christine Zimmer to operate a seasonal Tropical Sno business in an existing structure on the parking lot of the Tri Township Activity Center at 284 Riggins Road that is zoned C-2 Highway Commercial.

SECTION 3: The special use permit is not transferable to successive owners of the property.

SECTION 4: That acceptance of any of the benefits of this Special Use shall be deemed acceptance of all the terms and conditions set forth herein.

SECTION 5: That all other provisions of said Chapter 154 shall remain unchanged and in full force and effect except as specifically amended by this ordinance.

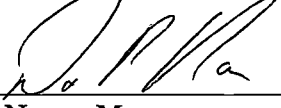
SECTION 6: This Ordinance shall be effective upon its passage, signing, and publication as required by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this fourth day of April 2022.

Aldermen:


| | | |
|----------------------|---------------------|------------------|
| Dawson <u>AYE</u> | Italiano <u>AYE</u> | <u>Total:</u> |
| Flint <u>AYE</u> | Knoll <u>AYE</u> | <u>8</u> Ayes |
| Hellrung <u>AYE</u> | Manley <u>AYE</u> | <u>0</u> Nays |
| Henderson <u>AYE</u> | Turner <u>AYE</u> | <u>0</u> Abstain |

APPROVED BY:



David Nonn, Mayor

ATTEST:



Kimberly Thomas, City Clerk



RECOMMENDATION No. 2022 ~ 01PC

Of the Planning Commission of the City of Troy, Illinois Recommending/Not Recommending an Application for a Special Use Permit Requested By David & Christine Zimmer (i.e. to operate a seasonal Tropical Sno business on the parking lot at 284 Riggin Road)

WHEREAS, the Planning Commission met on March 31, 2022, to consider an application for a Special Use Permit filed by David & Christine Zimmer. A copy of the application and certification by the City Clerk regarding publication of the notice of hearing and notification to surrounding property owners are incorporated by reference; and

WHEREAS, this application applies to property commonly known as the Tri Township Park Activity Center at 284 Riggin Road with a permanent parcel identification number 09-1-22-08-00-000-009.007; and

WHEREAS, the Planning Commission considered the testimony and exhibits offered on behalf of the application; and the following citizens also testified regarding the application: ; and

WHEREAS, the Planning Commission, as per Section 154.141(E) Standards for Issuance and 154.141(F) Findings of Fact of the Zoning Ordinance of the City of Troy, Illinois, has attached as Exhibit A their findings to support this recommendation; and

WHEREAS, the Planning Commission voted as recorded below:

Table with 4 columns: Name, Vote, Name, Vote, Total. Rows include Adams (Abstain), Burnett (Yes), Compton (Yes), Lawrenz (Yes), Nehrt (Yes), Niermann (Absent), Reiter (Absent), Stone (Yes), Talbert (Yes), Total: 6 Yeas, 0 Nays.

NOW THEREFORE BE IT RECOMMENDED BY THE PLANNING COMMISSION AS FOLLOWS:

That the application to operate a seasonal Tropical Sno business on the parking lot at 284 Riggin Road

Is Not Recommended; Is Recommended with the following stipulations, if any, noted below:

This special use permit IS transferable to any other person or any other property.

Copies of this recommendation are presented to the City Council; the original shall be filed with the Code Administrator.

Dated this 31st day of March, 2022.

Signature of Chairman, Planning Commission

Attest: Signature of Secretary, Planning Commission

FINDINGS OF FACT

As per Section 154.141(F) Finding of Fact, Recommendation, the Planning Commission shall submit such recommendation, including the reason or reasons for the recommendation, in writing to the City Council; and, the recommendation so submitted, shall be accompanied by findings of fact referring to any exhibits containing plans and specifications for the proposed special use, copies of which shall remain a part of the permanent record of the Planning Commission, and specifying the following:

| As per Section 154.141(E) Standards for Issuance, the Planning Commission shall not make a recommendation to the City Council to grant any special use permit unless, in each specific case, the Planning Commission has found that: | Findings: |
|---|--|
| a) The establishment, maintenance or operation of the special use will not be detrimental to or endanger the public's health, safety, morals, comfort or general welfare; | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| b) The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| c) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| d) Adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided; | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| e) Adequate measures have been or will be taken to provide ingress and egress so designated as to minimize traffic congestions in the public streets; | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| f) Adequate measures have been taken or will be taken to protect any facilities near the proposed special use , such as a school or nursing home that may require special protection. | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| g) The special use shall in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the City Council pursuant to the recommendation of the Planning Commission. | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| h) The special use, as conditioned, is in keeping with the general purposes of the Zoning Ordinance and the Troy Comprehensive Plan. | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |

- The extent to which the proposed special use departs from the zoning and subdivision regulations of the City;
Currently in Use as a Snow Cone Operation, Just
a change of ownership
- The conformance or nonconformance of the proposed special use with the Standards for Issuance section;
Yes Conforms to ordinance
- The relationship and the compatibility of the proposed special use to adjacent properties and neighborhoods;
Currently located with history at the forementioned
parcel 09-1-27-08-00-000-009-007
- The effect of the proposed special use on the development pattern, tax base, and economic well being of the City.
Meets current guidelines

[Signature]
 Chairman, Planning Commission

31 March 22
 Date

[Signature] 31 MAR 22
 Secretary, Planning Commission Date



APPLICATION FOR SPECIAL USE PERMIT

1. Names of all owners:

Name: David Zimmer Phone: 618-910-4769

Address: 450 Finch Dr east Alton, IL 62024

Name: Christine Zimmer Phone: 618-210-8823

Address: 450 Finch Dr east Alton, IL 62024

2. Property Information:

Street address or location of property: 284 Riggis Rd

Present use(s) of property: Currently used as a snow cone business

Present zoning of property: Tri-Township Park / Community Center

3. Special Use information:

a. Nature of request for special use: The purpose is to Allow for the operation of a walk up retail service establishment (Tropical Snow) of which more than 25% of the commercial activity will be conducted outside a enclosed building within Tri Township park.

b. Applicant's interest in property: For Commercial Business use

c. Legal description and map, plat or site plan showing the location, entrances, exits, etc., of the requested special use must be attached to application.

d. Nature of the order or decision of the Code Enforcement Official: N/A

e. The reason the applicant feels the special use permit should be granted: Currently in use for Business. Would like to continue Business in the same location

Building & Zoning Dept.
116 E. Market Street
Troy, Illinois 62294


(618) 667-8734 ext. 4
buildingzoning@troyil.us
www.troyil.us

- f. What effect will the proposed special use have on the value of the neighboring property? N/A
local business & family fun location for the park community.
- g. What effect will the proposed special use have on the City's overall tax base? _____
- h. What effect will the proposed special use have on public utilities and on traffic circulation on nearby streets?
Building & Parking lot with in Tri-Township Park

In the consideration of the requested special use permit, the Planning Commission and City Council base their findings and decisions on the City of Troy Code of Ordinances ONLY. In the event the special use permit is granted by the City Council, the City of Troy does not warrant or guarantee that this special use permit will conform to any restrictions which may be described in the applicant's deed, lease or subdivision restrictions. The City of Troy may not have authority to grant special use permits for those restrictions, if they exist.

I (We) hereby certify that all of the above information given herein and in the attachments hereto is true and correct to the best of my (our) knowledge.

Dated this 15th day of February, 2022.


Signature of Owner

David Zimmer
Printed name of Owner


Signature of Owner

Christine Zimmer
Printed name of Owner

Date submitted: 2/17/22

Hearing Deposit Paid: \$300⁰⁰

Receipt #: 2694

Activity Center
264 Riggins Rd.

Drive to
back parking
LOT

Parking

Parking

Tropical Sno
Building

14n 50 ET

Portable

Fencing

Riggins Rd.

**TRI-TOWNSHIP PARK DISTRICT
LICENSE AGREEMENT**

This License Agreement (the "Agreement") is made and entered into by and between the TRI-TOWNSHIP PARK DISTRICT (the "Park District"), an Illinois park district, with its principal office at 410 Wickliffe Street, Troy, Illinois, 62294, and Z Ice Shack LLC, an Illinois Limited Liability Company doing business as Tropical Sno, with their home address as 450 Finch Dr. East Alton, IL. 62024 ("Licensee"). Park District and Licensee are hereinafter referred to individually as a "Party" and together as the "Parties".

WHEREAS, the Park District owns and operates the property located at 284 Riggin Road, Troy Illinois ("Premises"); and

WHEREAS, Licensee desires to obtain a license agreement under which it shall operate and manage a sno cone business on the Premises; and

WHEREAS, the Park District Board of Commissioners finds and determines it to be in the best interest of the Park District to grant such a license;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for such good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant and promise as follows:

1. The License

Subject to the terms and conditions of this Agreement, Licensee is hereby granted a license to use and occupy the building on the Premises consisting of approximately 140 square feet of space depicted Exhibit A attached hereto ("Facilities").

Licensee shall operate a sno cone business seven days per week from 1pm until 9pm during the months of March through September. Hours of operation may be altered only if agreed upon in writing jointly by Licensee and the Park District, except that the Park District reserves the right to alter hours of operation based on unforeseen circumstances or planned shutdowns of portions of the Premises for capital improvement. Licensee may operate during any additional hours that the Premises are open to the public, provided Licensee provides advance written notice to the Park District.

2. Term of License

A. The term of this License shall be one year and shall begin on March 1, 2022 and expire on February 28, 2023. This Agreement may be extended for one additional one year period upon written agreement of the parties not less than three months prior to the expiration of the initial term.

B. This is a grant of a bare license solely for the use of the Facilities for snow cone operations and incidental use of the parking lot within the Premises in a manner which is not inconsistent with the terms and conditions contained in this Agreement. Licensee shall not: (i) obtain any possessory or exclusionary interest in the Premises under this Agreement; (ii) have any right to occupy or use the Premises or the Facilities as a tenant or lessee at law, in equity or otherwise; (iii) have any right to occupy or use the Premises or the Facilities in a manner which is inconsistent with the terms and conditions of this Agreement.

C. On the date of this Agreement, the Park District is exempt from real estate and other taxes by virtue of its status as a unit of local government. The Parties intend this contractual arrangement to be a license which will not subject the Licensee to real estate taxes. The Park District does not intend to report the existence of this License to any County officials because the Agreement is not a lease and the Park District believes that this transaction creates no event which will result in a real estate tax liability. In the event that, in spite of the efforts of Licensee and Park District, it should be determined that the arrangement between the parties results in the obligation to pay real estate taxes regarding the rights transferred to the Licensee, the payment of any such taxes shall be the responsibility of the Licensee. Provided, however, that at its own expense the Licensee may contest such tax obligation.

3. Costs, Fees, Expenses, and Utilities

A. License fees (the "License Fees") in the amount of \$350 shall be paid to the Park District on or before the 5th day of the month during the months of March through September. License Fees in the amount of \$75 shall be paid to the Park District during the months of October through February.

B. Park District shall provide Licensee the peaceable and quiet enjoyment of the Facilities. Except as otherwise described herein, no other area of the Premises shall be used by Licensee, except with prior written permission of the Park District.

C. Licensee shall be responsible for the cost of all utilities associated with its operations.

D. Park District shall pay for any structural repairs to the Premises, except for any damages caused by Licensee or its employees, agents, or contractors.

4. Insurance and Indemnification.

Licensee agrees that it will obtain and maintain at all times during the Agreement term, a liability and fire insurance policy, including coverage for personal injuries, product liability and property damage including legal liability issued by a company or companies authorized to do business in and licensed by the Department of Insurance of Illinois and which is satisfactory to the Park District with coverage thereunder reasonably satisfactory to Park District and in no event less than the following coverages:

- A. Comprehensive General Liability
 - 1. Bodily Injury \$1,000,000 each occurrence
 \$1,000,000 aggregate
 - 2. Property Damage \$1,000,000 each occurrence
 \$1,000,000 aggregate
- B. Product Liability \$1,000,000 each occurrence
 \$1,000,000 aggregate
- C. Fire & Theft Insurance \$1,000,000 each occurrence
 \$1,000,000 aggregate

Additional amounts as Licensee deems necessary to protect Licensee against loss of any materials or equipment owned, rented or licensed by Licensee, its employees, or agents.

- D. Workers Compensation Statutory
- Employee Liability: \$1,000,000 per accident
 \$1,000,000 per disease

Certified copies of policies evidencing such insurance coverage and such certificates in connection herewith shall be furnished to Park district prior to start of Agreement term. All such policies shall name the Park District as an additional insured, shall provide primary coverage over all claims for which the Park District carries coverage for like risks, and shall provide that the policy may not be terminated, cancelled or materially changed without reasonable advanced written notice to the Park District. Such Policy shall provide that the insurer shall notify the Park District of the failure of Licensee to pay any premium when due and the Park District may, but need not, pay the same. Any such payment made by the Park District shall be reimbursed by Licensee to the Park District upon demand.

E. Indemnification

To the fullest extent permitted by law, Licensee shall defend, indemnify and hold harmless the Park District, and its respective officers, officials, employees, and volunteers (the "Park District's Indemnified Parties"), from and against all claims, damages, losses, expenses, including, but not limited to, legal fees (reasonable attorney and paralegal fees and court costs) arising from or in any way connected with (i) any act and/or omission of Licensee or any of its officers, agents, employees, volunteers, contractors, students, invitees, guests, or anyone acting on behalf of Licensee; and/or (ii) Licensee's breach of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In no event shall Licensee be required to indemnify and/or hold harmless the Park District's Indemnified Parties to the extent of any act(s) and/or omission(s) of the Park District and/or its employees, agents, contractors, and/or permitted and intended users, excluding Licensee's users, and

program participants, for which the Park District is held liable under Illinois law. This indemnity is separate from and in addition to Licensee's insurance obligations under this Agreement.

5. Operations, Maintenance, and Supervision.

A. At all times during the term of this Agreement, Licensee shall maintain the Facilities and all personal property located therein in a clean, neat, orderly and safe condition, including all fixtures for customers' convenience including, without limitation, custodial services and collection and proper trash disposal. The Park District shall have the right to inspect the Facilities and require custodial maintenance as may be needed.

B. Licensee shall employ sufficient and qualified personnel for conducting its operations and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner

Designated Park District employees will contact Licensee management regarding Licensee's employees to discuss modification of employee behavior and issues regarding Licensee's employees' dealings with the public including, without limitation, rudeness to the public, which will be addressed immediately upon notification. Licensee also expects the same consideration from the Park District when dealing with Park District personnel and patrons.

C. Park District shall maintain the grounds surrounding the Premises in a manner consistent with the standards maintained at other Park District locations.

D. Licensee agrees to comply and to cause its employees to comply fully with all applicable laws, including but not limited to, the Federal Equal Employment Opportunities Act the Civil Rights Act of 1974, the State Human Rights Act, Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services or employment opportunities on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, pregnancy, order of protection status, or unfavorable discharge from military service. Further, Licensee agrees to indemnify and hold the Park District harmless for all claims, costs, and damages including attorney's fee in regard to any violations of applicable acts, rules, regulations and amendments. Further, Licensee shall be responsible for obtaining and maintaining all health department permits and licenses.

E. Upon request from the Park District, Licensee shall provide criminal background checks on all of Licensee's employees who may be employed at the Premises.

F. The Park District shall not be responsible in any way for any damage to or loss of Licensee's equipment or supplies.

G. It is understood, acknowledged and agreed by the parties that the relationship of Licensee to the Park District arising out of this Agreement shall be that of an independent contractor. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Park District, and therefore, is not entitled to any benefits provided to employees of the Park District. Licensee has no authority to employ or retain any person as an employee or agent for or on behalf of the Park District for any purpose. Neither Licensee nor any person engaging in any work or service related to this Agreement at the request, or with the actual or implied consent, of Licensee may represent himself or herself to others as an employee of the Park District. Should any person indicate to Licensee, or any employee or agent of Licensee, by written or oral communication, in the course of dealing, or otherwise, that such person believes any of Licensee's employees to be an employee or agent of the Park District, Licensee shall use its best efforts to correct such belief. Licensee covenants, for the term of this Agreement and for one additional year thereafter, not to employ, or solicit for employment, any Park District employee whose principle place of work is the Premises.

H. Neither the Park District nor any employee or agent of Park District is an employee or agent of Licensee, and therefore, is not entitled to any benefits provided to employees of Licensee. The Park District has no authority to employ/retain any person as an employee or agent for or on behalf of Licensee for any purpose. Neither the Park District nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Park District may represent himself to others as an employee of Licensee. Should any person indicate to the Park District or any employee or agent of the Park District by written or oral communication, in the course of dealing, or otherwise, that such person believes an employee of the Park District to be an employee or agent of Licensee, the Park District shall use its best efforts to correct such belief.

I. Licensee shall be solely responsible for promotion of its operations.

6. Termination.

A. In the event Licensee shall breach or be in default under any of the material provisions of this Agreement, with the exception of provisions relating to license fees or insurance, the Park District may terminate this Agreement if Licensee shall not have cured such default within thirty (30) days after the Park District shall have notified Licensee thereof in writing. In the event Park District shall breach or be in default under any of the material provisions of this Agreement, Licensee may terminate this Agreement if Park District shall not have cured such default within thirty (30) days after Licensee shall have notified Park District thereof in writing.

B. In the event Licensee shall breach or be in default under the license fee or insurance provisions of this Agreement, the Park District may terminate this Agreement effective immediately; provided however, Park District shall reinstate the grant of license and terms and conditions of this Agreement upon Licensee providing the Park District, within 10 days of the effective date of the notice of termination, with the balance of the

delinquent licensee fees and/or proof of insurance or such other documentation as is necessary to demonstrate that Licensee is in compliance with the license fee or insurance requirements set forth herein and Licensee paying any License Fees which would have accrued during the interim period of termination.

C. In the event Licensee shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of its property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate upon thirty (30) days prior written notice by either party to the other party.

D. In the event Licensee fails to conduct operations for which this License is issued for more than ten (10) days out of any consecutive thirty (30) day period, the Park District shall have the right to terminate this Agreement effective immediately. This provision shall not apply during any period when the Park District is performing capital improvements to the Facilities or the Premises in a manner which frustrates the ability of the Licensee to conduct its operations.

E. Notwithstanding the provisions of this Section, the termination of this Agreement shall not terminate the obligations of the respective parties regarding indemnification set forth in paragraph 4.E. hereof.

7. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including but not limited to, fire, storm, flood, earthquake, explosion, accident, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God. If such events prevent Licensee from operating at the Facilities, for a period exceeding two (2) consecutive months, then Licensee shall have the right to terminate this Agreement upon written notice to the Park District. Notwithstanding the foregoing, neither party shall be entitled to rely on this provision unless it is using its commercially reasonable efforts to resume performance. Any delay in performance permitted under this provision shall be for no longer than the duration of the event giving rise to the delay.

8. Waiver.

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless in writing. Waivers of a specific failure or delay shall not be construed as a general waiver.

9. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

10. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Licensee and the Park District, and the Agreement shall not be effective until fully executed and delivered to both Parties.

11. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail, or prepaid mail carrier to the parties hereto at the respective addresses set forth in the preamble to this Agreement.

12. Representations.

A. Licensee represents and covenants that no official, employee or agent of the Park District (1) has been employed or retained to solicit or aid in the procuring of this Agreement; or (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to the Park District.

B. In compliance with Section 10.1 of the Illinois Purchasing Act, Licensee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any governmental entity, nor has Licensee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of Licensee been convicted nor made such an admission.

13. Rights of Third Parties.

The License is entered into solely for the benefit of the contracting parties, and nothing in the License is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this License, or to acknowledge, establish or impose any legal duty to any third party. Nothing in this License shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the Park District as to any claim, cause and/or cause of action of any kind whatsoever.

14. Assignability.

Licensee shall have no authority or power to sell, transfer or assign this Agreement or any interest therein, nor any power or authority to permit any other person or party to have an interest or use any part of the Park District property covered by this Agreement, for any purpose whatsoever, it being the intention of this Agreement to grant the privilege solely to Licensee and neither directly nor indirectly to any other party. Any attempt to assign the License herein granted shall be null and void.

15. Applicable Law: Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in Madison County, Illinois.

16. Freedom of Information Act

Licensee agrees to maintain all records and documents related to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Licensee shall produce records which are responsive to a request received by the District under the Freedom of Information Act so that the District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Licensee shall so notify the District and if possible, the District shall request an extension so as to comply with the Act. In the event that the District is found to have not complied with the Freedom of Information Act due to Licensee failure to produce documents or otherwise appropriately respond to a request under the Act, then Licensee shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

17. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

18. Execution in Duplicate.

This Agreement may be signed in duplicate with the same effect as if the signatures to each copy were upon the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

TRI-TOWNSHIP PARK DISTRICT

Z ICE SHACK, LLC

By: _____
President

By: _____
President

Attest:

Secretary

Attest:

Secretary

Madison County Health Department

FOOD SERVICE SANITATION PERMIT

Issued To

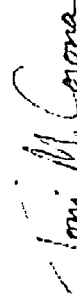
TROY SNO
284 RIGGIN RD
TROY, IL 62294

Be it known this food service facility is licensed to operate in Madison County, State of Illinois and is subject to the provisions of the Madison County Food Sanitation Ordinance.

Issuance Date 03/01/2021
Expiration Date 03/01/2022
Permit Number 119-2423



Chairman, Board of Health



Administrator, Health Department



THIS PERMIT IS NOT TRANSFERABLE AND MUST BE PROMINENTLY DISPLAYED

NOTICE OF PUBLIC HEARING

The Troy Planning Commission will hold a public hearing on Thursday, March 31, 2022 at 7:30 p.m. in Council Chambers at the Troy Municipal Building, 116 E. Market Street, Troy, Illinois to consider the petition of owners David and Christine Zimmer. The Zimmers are requesting a special use permit to operate a seasonal Tropical Sno business in an existing temporary building that previously housed another snow cone business on the parking lot of the Tri Township Park Activity Center at 284 Riggins Road with PPID # 09-1-22-08-00-000-009.007.

The Troy Planning This hearing is open to the public. Persons wishing to appear at such hearing may do so in person or by attorney or their representative. Persons who wish to give evidence in favor of, or against, this request should attend the hearing prepared to present their evidence.

Linda Taake
Building & Zoning
Administrative Coordinator

Public Notified: March 11, 2022

Media Notified: March 11, 2022



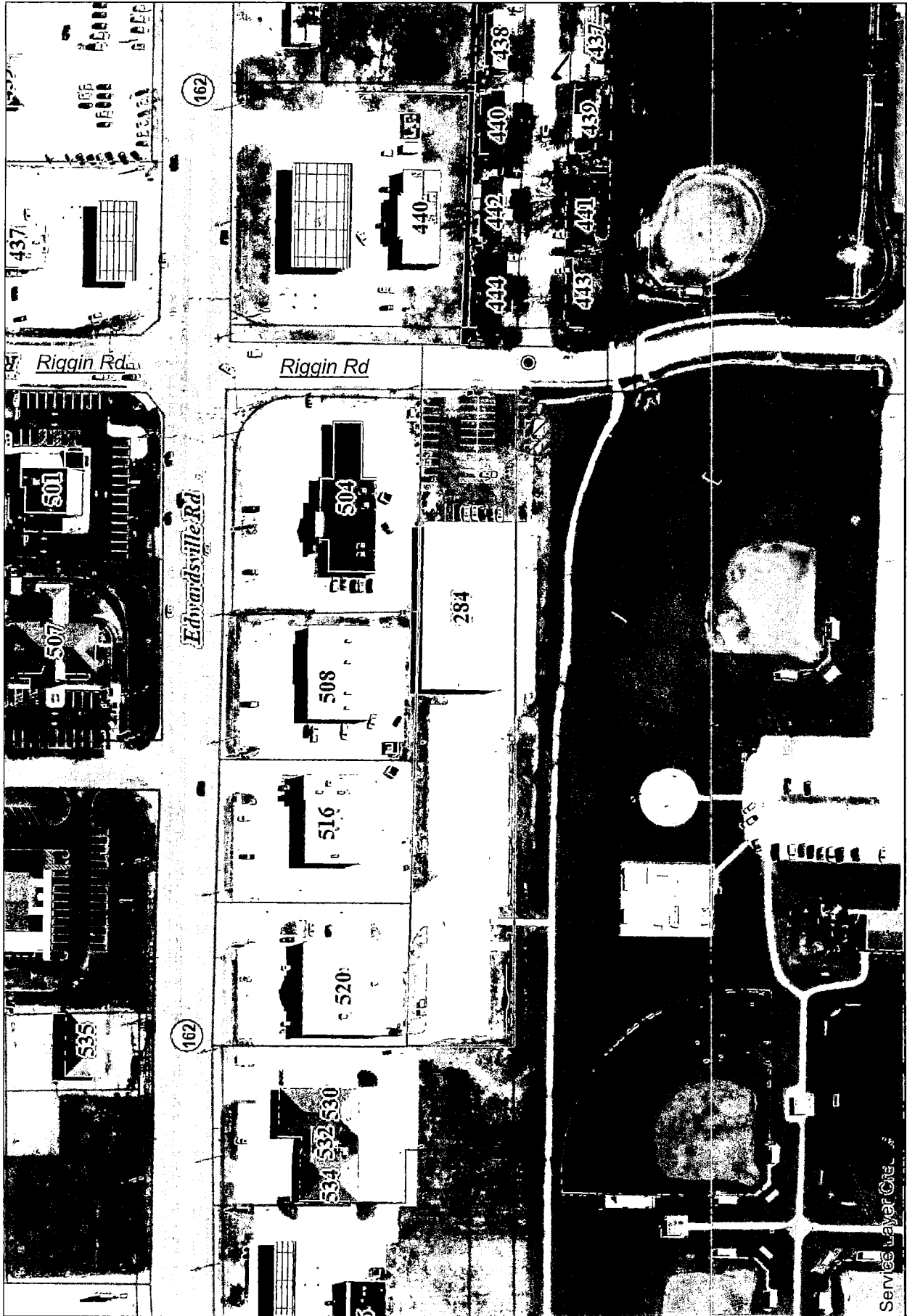
Thursday, March 31, 2022
March 31, 2022 Planning Commission Public Hearing

City of Troy
Planning Commission Public Hearing
The Meeting is held in the Council Chambers, City Municipal Building, 116 East Market Street, Troy, Illinois
62294
7:30pm

A. Agenda Items

1. Call to Order with the Pledge of Allegiance - 7:30pm
2. Roll Call in Alphabetical Order
3. Chairman's Presentation and Discussion of Petition from David and Christine Zimmer requesting a special use permit to operate a seasonal Tropical Sno business out of a temporary building in the parking lot of the Tri Township Park Activity Center at 284 Riggin Road (Parcel Number 09-1-22-08-00-000-009.007)
4. Chairman's Request for Anyone Wishing to Speak During the Hearing to Sign In
5. Swearing in of Persons Who Wish to Speak
6. Comments of Petitioner and/or Representative (or Attorney, if Present)
7. Comments from Members of the Audience
8. Discussion by the Planning Commission
9. Motion to Approve or Deny Applicant's Request
10. Complete Recommendation
11. Adjournment

284 Rigin Road



Services Layer Cite



Author: Madison County GIS
Copyright: Madison County Government



Date: 2/18/2022
Time: 2:17:15 PM



Notice of a Public Hearing

The Troy Planning Commission will hold a public hearing on Thursday, March 10, 2022 at 7:00 p.m. in Council Chambers at the Troy Municipal Building, 116 E. Market St., Troy, Illinois to consider the petition of owners David and Christine Zimmer. The Zimmers are requesting a special use permit to operate a seasonal Tropical Sno business in an existing temporary building that previously housed another snow cone business on the parking lot of the Tri Township Park Activity Center at 284 Riggin Road with PPID # 09-1-22-08-00-000-009.007.

The above application is open to inspection in the Building & Zoning Dept., 116 E. Market St., Troy, Illinois.

This hearing is open to the public. Persons wishing to appear at such hearing may do so in person or by attorney or their representative. Persons who wish to give evidence in favor of, or against, this request should attend the hearing prepared to present their evidence.

Linda Taake
Building & Zoning
Administrative Coordinator

Public Notified: February 17, 2022
Media Notified: February 17, 2022

Linda Taake

From: Tri-Township Park District <office@tritownshipark.org>
Sent: Wednesday, January 26, 2022 1:36 PM
To: MATTHEW WAGNER; Linda Taake
Subject: Re: Fwd: TROY SNO FOR SALE

Matt,

Jessica is no longer with us so I will be the contact for now. The sale will be Ok with us, but we will need the new owners to come to a board meeting to ask for permission to keep the building there and to discuss rental fees. If you can give them my information and have them call me to set this up.

Have a great day!

On 1/26/2022 8:59 AM, Marissa Peppers wrote:

----- Forwarded Message -----

Subject: TROY SNO FOR SALE
Date: Wed, 19 Jan 2022 15:31:23 -0600
From: MATTHEW WAGNER <tropical.enterprisesllc@gmail.com>
To: Jessica Jader <jessica@tritownshipark.org>
CC: ltaake@troyil.us <ltaake@troyil.us>

Hi Jessica,

I talked to Linda Taake, Bldg & Zoning, regarding the sale of Troy Sno. She said that I needed to get something from the park, saying that this sale would be ok.

Can you please confirm this for me, based on our discussion last year?

The new owners need to apply for a SUP, prior to opening, etc.

Thanks.

--
Sandy Pensoneau
Office Manager
Tri-Township Park District
(618) 667-6887 Ext. 3

CITY OF TROY

116 E. MARKET
TROY, ILLINOIS 62294

618-667-8734
www.troyil.us

RECEIVED OF Z ICE Shack LLC

ADDRESS _____

CITY _____

CASH _____ CHECK 1008 DATE 2/17/22

| QUAN. | DESCRIPTION | AMOUNT |
|-------|-------------------------------------|---------------|
| | BLDG. PERMIT | |
| | OCCUPANCY PERMIT | |
| | SIGN PERMIT | |
| | BUSINESS REG. | |
| | BUSINESS INSP. | |
| | LIQUOR LICENSE | |
| | PUBLIC HEARING - <u>Special use</u> | <u>300.00</u> |
| | | |
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| | | |

No 002694 Rec'd By [Signature]
8610117816 RR Donnelley ©2016 All rights reserved. - 0667

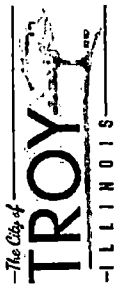
Z ICE SHACK LLC 06-21 1008
 460 FINCH DR 70-7673/2610
 EAST ALTON, IL 62024-2114 09

2/15/22 Date CHECK NUMBER

Pay to the Order of City of Troy \$ 300.00
Three hundred & 00/100 Dollars

MidAmerica
 Credit Union
MidAmerica Credit Union, Illinois 62010

For Special use permit Christine Zimmer



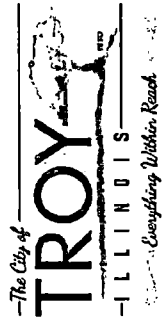
VISITOR SIGN IN SHEET

Meeting: PLANNING COMMISSION HEARING PUBLIC HEARING

Date: 3/10/2022

~~CANCELLED -~~
NO QUORUM

| | Visitor's Name | Address | Time - In |
|----|------------------|-------------------------------------|-----------|
| 1 | Christine Zimmer | 450 Finch Drive East Aton, IL 60204 | 6:55 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | <u>NO QUORUM - NO HEARING</u> | |
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VISITOR SIGN IN SHEET

Meeting: Planning Commission Hearing Date: 3-31-22
Public

| | NAME (PLEASE PRINT) | ADDRESS (PLEASE PRINT) | TIME |
|----|---------------------------------|---------------------------|------|
| 1 | CHRISTINE ZIMMER + DAVID ZIMMER | 450 Finch Drive E. Atton | 6:25 |
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| 20 | | | |

DAVID & CHRISTINE ZIMMER
450 E FINCH DRIVE
EAST ALTON, IL 62024

SCHUETZENHOFER, GERALD A
OR PROPERTY OWNER
PO BOX 667
EDWARDSVILLE, IL, 62025

MACS CONVENIENCE STORES LLC
OR PROPERTY OWNER
4080 W JONATHAN MOORE PIKE
COLUMBUS, IN, 47201

MACS CONVENIENCE STORES LLC
OR PROPERTY OWNER
PO BOX 347
COLUMBUS, IN, 47201

CARTER PROPERTIES OF ILLINOIS LLC
OR PROPERTY OWNER
611 ROUNDSTONE DR
WELDON SPRING, MO, 63304

NJAI LLC SERIES TROY
OR PROPERTY OWNER
320 S DUNCAN ST
MARINE, IL, 62061

OREILLY AUTO ENTERPRISES LLC
OR PROPERTY OWNER
233 S PATTERSON AVE
SPRINGFIELD, MO, 65802

FIRST COLLINSVILLE BANK
OR PROPERTY OWNER
800 BELTLINE RD
COLLINSVILLE, IL, 62234

CASEYS RETAIL COMPANY
OR PROPERTY OWNER
PO Box 3001
ANKENY, IA, 50021

BARRETT, ROBERT W
OR PROPERTY OWNER
1467 MARTIN DR
TROY, IL, 62294

DALE E HOSTO REVOCABLE LIVING
TRUST, HOSTO DUANE H
OR PROPERTY OWNER
PO BOX 86
TROY, IL, 62294

ALVEY, DAVID JAMES
OR PROPERTY OWNER
500 COVENTRY RD
TROY, IL, 62294

STEPHENS, THOMAS
OR PROPERTY OWNER
2328 CLARK AVE
GRANITE CITY, IL, 62040

TRI TOWNSHIP PARK DISTRICT
OR PROPERTY OWNER
410 WICKLIFFE ST
TROY, IL 62294

OR PROPERTY OWNER

CERTIFICATION OF PUBLICATION

State of Illinois)
County of Madison)

THIS IS TO CERTIFY, that the notice which is a printed copy is hereto annexed, was published 1 times, once in each week for successive weeks in the TIMES-TRIBUNE, a newspaper of general circulation, published in the City of Troy, in said County and State, by Better Newspapers, INC and that the first insertion was made in the paper published on the 17th day of March 2022 A.D., and the last in the paper published on the 17th day of March 2022 A.D. and said the newspaper was regularly published for once a week.

Printer's Fees- \$12.40

TIMES - TRIBUNE

By [Signature]

Troy, IL March 16th 2022 A.D.

Notice of a Public Hearing
The Troy Planning Commission will hold a public hearing on Thursday, March 31, 2022 at 7:30 p.m. in Council Chambers at the Troy Municipal Building, 116 E. Market St., Troy, Illinois to consider the petition of owners David and Christine Zimmer. The Zimmers are requesting a special use permit to operate a seasonal Tropical Sno business in an existing temporary building that previously housed another snow cone business on the parking lot of the Tri Township Park Activity Center at 284 Riggin Road with PPID # 09-1-22-08-00-000-009.007.
The above application is open to inspection in the Building & Zoning Dept., 116 E. Market St., Troy, Illinois. This hearing is open to the public. Persons wishing to appear at such hearing may do so in person or by attorney or their representative. Persons who wish to give evidence in favor of, or against, this request should attend the hearing prepared to present their evidence. .317c

END OF DOCUMENT

RECOMMENDATION NO. 2022 ~ 01PC

Of the Planning Commission of the City of Troy, Illinois Recommending/Not Recommending an Application for a Special Use Permit Requested By David & Christine Zimmer (i.e. to operate a seasonal Tropical Sno business on the parking lot at 284 Riggin Road)

WHEREAS, the Planning Commission met on March 31, 2022, to consider an application for a Special Use Permit filed by David & Christine Zimmer. A copy of the application and certification by the City Clerk regarding publication of the notice of hearing and notification to surrounding property owners are incorporated by reference; and

WHEREAS, this application applies to property commonly known as the Tri Township Park Activity Center at 284 Riggin Road with a permanent parcel identification number 09-1-22-08-00-000-009.007; and

WHEREAS, the Planning Commission considered the testimony and exhibits offered on behalf of the application; and the following citizens also testified regarding the application: ; and

WHEREAS, the Planning Commission, as per Section 154.141(E) Standards for Issuance and 154.141(F) Findings of Fact of the Zoning Ordinance of the City of Troy, Illinois, has attached as Exhibit A their findings to support this recommendation; and

WHEREAS, the Planning Commission voted as recorded below:

Table with 4 columns: Name, Vote, Name, Vote, Total. Rows include Adams (Abstain), Burnett (Yes), Compton (Yes), Lawrenz (Yes), Nehrt (Yes), Niermann (Absent), Reiter (Absent), Stone (Yes), Talbert (Yes), Total: 6 Yeas, 0 Nays.

NOW THEREFORE BE IT RECOMMENDED BY THE PLANNING COMMISSION AS FOLLOWS:

That the application to operate a seasonal Tropical Sno business on the parking lot at 284 Riggin Road

Is Not Recommended; Is Recommended with the following stipulations, if any, noted below:

This special use permit IS / IS NOT transferable to any other person or any other property.

Copies of this recommendation are presented to the City Council; the original shall be filed with the Code Administrator.

Dated this 31st day of March, 2022.

Signature of Chairman, Planning Commission


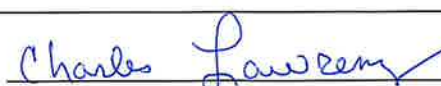
Attest: Charles Lawrenz Secretary, Planning Commission

FINDINGS OF FACT

As per Section 154.141(F) Finding of Fact, Recommendation, the Planning Commission shall submit such recommendation, including the reason or reasons for the recommendation, in writing to the City Council; and, the recommendation so submitted, shall be accompanied by findings of fact referring to any exhibits containing plans and specifications for the proposed special use, copies of which shall remain a part of the permanent record of the Planning Commission, and specifying the following:

| As per Section 154.141(E) Standards for Issuance, the Planning Commission shall not make a recommendation to the City Council to grant any special use permit unless, in each specific case, the Planning Commission has found that: | Findings: |
|---|--|
| a) The establishment, maintenance or operation of the special use will not be detrimental to or endanger the public's health, safety, morals, comfort or general welfare; | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| b) The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| c) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| d) Adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided; | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| e) Adequate measures have been or will be taken to provide ingress and egress so designated as to minimize traffic congestions in the public streets; | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| f) Adequate measures have been taken or will be taken to protect any facilities near the proposed special use , such as a school or nursing home that may require special protection. | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| g) The special use shall in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the City Council pursuant to the recommendation of the Planning Commission. | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |
| h) The special use, as conditioned, is in keeping with the general purposes of the Zoning Ordinance and the Troy Comprehensive Plan. | True <input checked="" type="checkbox"/> False <input type="checkbox"/> N/A <input type="checkbox"/> |

1. The extent to which the proposed special use departs from the zoning and subdivision regulations of the City;
Currently in Use as a Snow Cone Operation, Just
a change of ownership
2. The conformance or nonconformance of the proposed special use with the Standards for Issuance section;
yes conforms to ordinance
3. The relationship and the compatibility of the proposed special use to adjacent properties and neighborhoods;
Currently located with history at the forementioned
parcel 09-1-27-08-00-000-009-007
4. The effect of the proposed special use on the development pattern, tax base, and economic well being of the City.
Meets current guidelines


31 March 22

31 MAR 22

Chairman, Planning Commission
Date
Secretary, Planning Commission
Date



APPLICATION FOR SPECIAL USE PERMIT

1. Names of all owners:

Name: David Zimmer Phone: 618-910-4769

Address: 450 Finch Dr east Alton, IL 62024

Name: Christine Zimmer Phone: 618-210-8823

Address: 450 Finch Dr east Alton, IL 62024

2. Property Information:

Street address or location of property: 284 Riggis Rd

Present use(s) of property: Currently used as a snow cone business

Present zoning of property: Tri-Township Park / Community Center

3. Special Use information:

a. Nature of request for special use: The purpose is to Allow for the operation of a walk up retail service establishment (Tropical Sno) of which more than 25% of the commercial activity will be conducted outside a enclosed building with in Tri Township park.

b. Applicant's interest in property: For Commercial Business use

c. Legal description and map, plat or site plan showing the location, entrances, exits, etc., of the requested special use must be attached to application.

d. Nature of the order or decision of the Code Enforcement Official: N/A

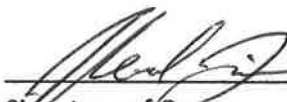
e. The reason the applicant feels the special use permit should be granted: Currently in use for Business. Would like to continue Business in the same location

- f. What effect will the proposed special use have on the value of the neighboring property? N/A
local business & family fun location for the park & community.
- g. What effect will the proposed special use have on the City's overall tax base? _____
- h. What effect will the proposed special use have on public utilities and on traffic circulation on nearby streets?
Building & Parking lot with in Tri-Township park

In the consideration of the requested special use permit, the Planning Commission and City Council base their findings and decisions on the City of Troy Code of Ordinances ONLY. In the event the special use permit is granted by the City Council, the City of Troy does not warrant or guarantee that this special use permit will conform to any restrictions which may be described in the applicant's deed, lease or subdivision restrictions. The City of Troy may not have authority to grant special use permits for those restrictions, if they exist.

I (We) hereby certify that all of the above information given herein and in the attachments hereto is true and correct to the best of my (our) knowledge.

Dated this 15th day of February, 20 22.



Signature of Owner

David Zimmer

Printed name of Owner



Signature of Owner

Christine Zimmer

Printed name of Owner

Date submitted: 2/17/22

Hearing Deposit Paid: \$300⁰⁰

Receipt #: 2694

Activity Center
284 Riggim Rd.

Drive to
back parking
lot

Parking

Parking

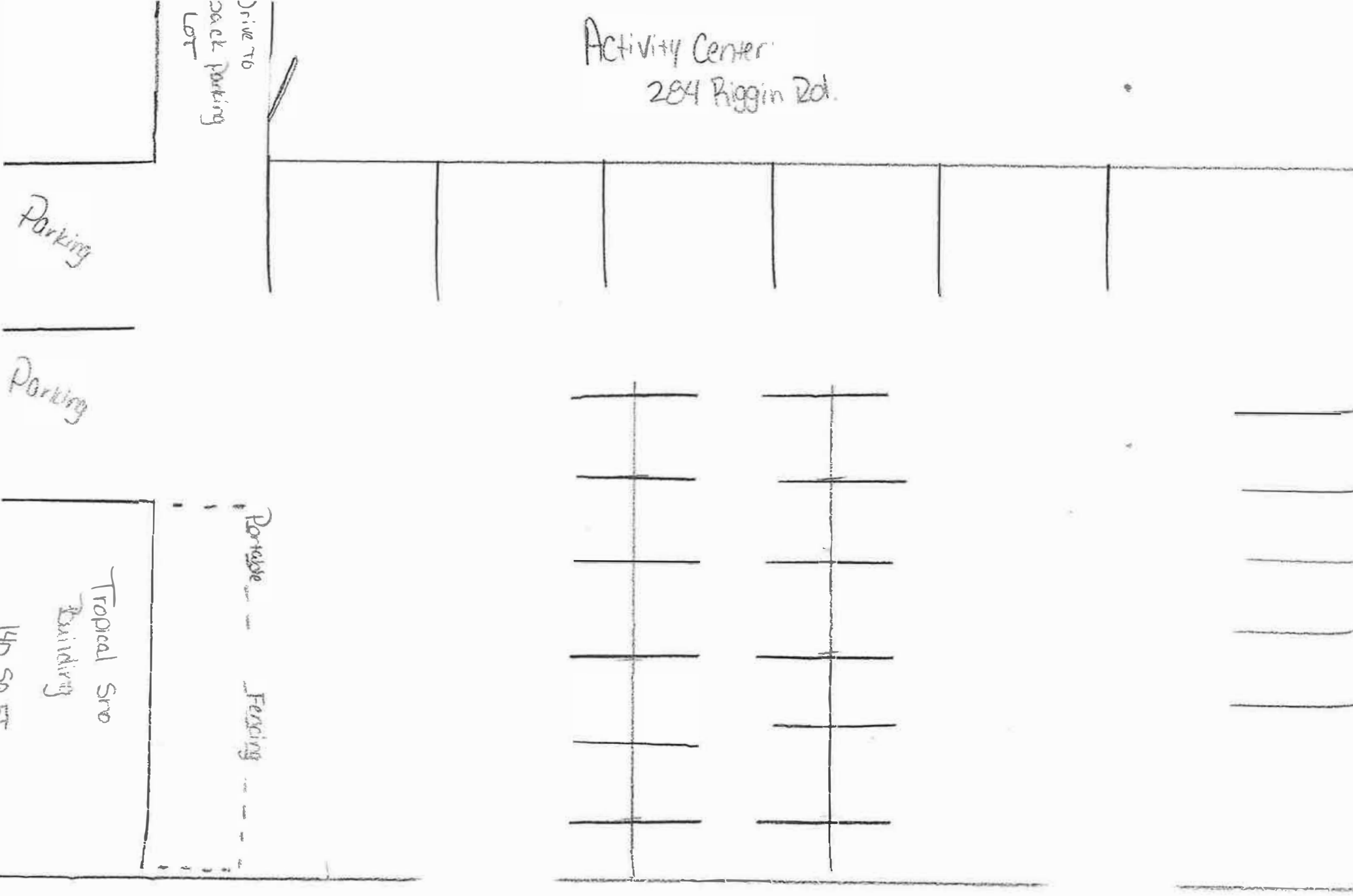
Portable

Fencing

Tropical Sno
Building

140 sq ft

Riggim Rd.



TRI-TOWNSHIP PARK DISTRICT LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into by and between the TRI-TOWNSHIP PARK DISTRICT (the "Park District"), an Illinois park district, with its principal office at 410 Wickliffe Street, Troy, Illinois, 62294, and Z Ice Shack LLC, an Illinois Limited Liability Company doing business as Tropical Sno, with their home address as 450 Finch Dr. East Alton, IL. 62024 ("Licensee"). Park District and Licensee are hereinafter referred to individually as a "Party" and together as the "Parties".

WHEREAS, the Park District owns and operates the property located at 284 Riggin Road, Troy Illinois ("Premises"); and

WHEREAS, Licensee desires to obtain a license agreement under which it shall operate and manage a sno cone business on the Premises; and

WHEREAS, the Park District Board of Commissioners finds and determines it to be in the best interest of the Park District to grant such a license;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for such good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant and promise as follows:

1. The License

Subject to the terms and conditions of this Agreement, Licensee is hereby granted a license to use and occupy the building on the Premises consisting of approximately 140 square feet of space depicted Exhibit A attached hereto ("Facilities").

Licensee shall operate a sno cone business seven days per week from 1pm until 9pm during the months of March through September. Hours of operation may be altered only if agreed upon in writing jointly by Licensee and the Park District, except that the Park District reserves the right to alter hours of operation based on unforeseen circumstances or planned shutdowns of portions of the Premises for capital improvement. Licensee may operate during any additional hours that the Premises are open to the public, provided Licensee provides advance written notice to the Park District.

2. Term of License

A. The term of this License shall be one year and shall begin on March 1, 2022 and expire on February 28, 2023. This Agreement may be extended for one additional one year period upon written agreement of the parties not less than three months prior to the expiration of the initial term.

B. This is a grant of a bare license solely for the use of the Facilities for snow cone operations and incidental use of the parking lot within the Premises in a manner which is not inconsistent with the terms and conditions contained in this Agreement. Licensee shall not: (i) obtain any possessory or exclusionary interest in the Premises under this Agreement; (ii) have any right to occupy or use the Premises or the Facilities as a tenant or lessee at law, in equity or otherwise; (iii) have any right to occupy or use the Premises or the Facilities in a manner which is inconsistent with the terms and conditions of this Agreement.

C. On the date of this Agreement, the Park District is exempt from real estate and other taxes by virtue of its status as a unit of local government. The Parties intend this contractual arrangement to be a license which will not subject the Licensee to real estate taxes. The Park District does not intend to report the existence of this License to any County officials because the Agreement is not a lease and the Park District believes that this transaction creates no event which will result in a real estate tax liability. In the event that, in spite of the efforts of Licensee and Park District, it should be determined that the arrangement between the parties results in the obligation to pay real estate taxes regarding the rights transferred to the Licensee, the payment of any such taxes shall be the responsibility of the Licensee. Provided, however, that at its own expense the Licensee may contest such tax obligation.

3. Costs, Fees, Expenses, and Utilities

A. License fees (the "License Fees") in the amount of \$350 shall be paid to the Park District on or before the 5th day of the month during the months of March through September. License Fees in the amount of \$75 shall be paid to the Park District during the months of October through February.

B. Park District shall provide Licensee the peaceable and quiet enjoyment of the Facilities. Except as otherwise described herein, no other area of the Premises shall be used by Licensee, except with prior written permission of the Park District.

C. Licensee shall be responsible for the cost of all utilities associated with its operations.

D. Park District shall pay for any structural repairs to the Premises, except for any damages caused by Licensee or its employees, agents, or contractors.

4. Insurance and Indemnification

Licensee agrees that it will obtain and maintain at all times during the Agreement term, a liability and fire insurance policy, including coverage for personal injuries, product liability and property damage including legal liability issued by a company or companies authorized to do business in and licensed by the Department of Insurance of Illinois and which is satisfactory to the Park District with coverage thereunder reasonably satisfactory to Park District and in no event less than the following coverages:

- A. Comprehensive General Liability
 - 1. Bodily Injury \$1,000,000 each occurrence
 \$1,000,000 aggregate
 - 2. Property Damage \$1,000,000 each occurrence
 \$1,000,000 aggregate
- B. Product Liability \$1,000,000 each occurrence
 \$1,000,000 aggregate
- C. Fire & Theft Insurance \$1,000,000 each occurrence
 \$1,000,000 aggregate

Additional amounts as Licensee deems necessary to protect Licensee against loss of any materials or equipment owned, rented or licensed by Licensee, its employees, or agents.

- D. Workers Compensation Statutory
- Employee Liability: \$1,000,000 per accident
 \$1,000,000 per disease

Certified copies of policies evidencing such insurance coverage and such certificates in connection herewith shall be furnished to Park district prior to start of Agreement term. All such policies shall name the Park District as an additional insured, shall provide primary coverage over all claims for which the Park District carries coverage for like risks, and shall provide that the policy may not be terminated, cancelled or materially changed without reasonable advanced written notice to the Park District. Such Policy shall provide that the insurer shall notify the Park District of the failure of Licensee to pay any premium when due and the Park District may, but need not, pay the same. Any such payment made by the Park District shall be reimbursed by Licensee to the Park District upon demand.

E. Indemnification

To the fullest extent permitted by law, Licensee shall defend, indemnify and hold harmless the Park District, and its respective officers, officials, employees, and volunteers (the "Park District's Indemnified Parties"), from and against all claims, damages, losses, expenses, including, but not limited to, legal fees (reasonable attorney and paralegal fees and court costs) arising from or in any way connected with (i) any act and/or omission of Licensee or any of its officers, agents, employees, volunteers, contractors, students, invitees, guests, or anyone acting on behalf of Licensee; and/or (ii) Licensee's breach of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In no event shall Licensee be required to indemnify and/or hold harmless the Park District's Indemnified Parties to the extent of any act(s) and/or omission(s) of the Park District and/or its employees, agents, contractors, and/or permitted and intended users, excluding Licensee's users, and

program participants, for which the Park District is held liable under Illinois law. This indemnity is separate from and in addition to Licensee's insurance obligations under this Agreement.

5. Operations, Maintenance, and Supervision.

A. At all times during the term of this Agreement, Licensee shall maintain the Facilities and all personal property located therein in a clean, neat, orderly and safe condition, including all fixtures for customers' convenience including, without limitation, custodial services and collection and proper trash disposal. The Park District shall have the right to inspect the Facilities and require custodial maintenance as may be needed.

B. Licensee shall employ sufficient and qualified personnel for conducting its operations and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner

Designated Park District employees will contact Licensee management regarding Licensee's employees to discuss modification of employee behavior and issues regarding Licensee's employees' dealings with the public including, without limitation, rudeness to the public, which will be addressed immediately upon notification. Licensee also expects the same consideration from the Park District when dealing with Park District personnel and patrons.

C. Park District shall maintain the grounds surrounding the Premises in a manner consistent with the standards maintained at other Park District locations.

D. Licensee agrees to comply and to cause its employees to comply fully with all applicable laws, including but not limited to, the Federal Equal Employment Opportunities Act the Civil Rights Act of 1974, the State Human Rights Act, Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services or employment opportunities on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, pregnancy, order of protection status, or unfavorable discharge from military service. Further, Licensee agrees to indemnify and hold the Park District harmless for all claims, costs, and damages including attorney's fee in regard to any violations of applicable acts, rules, regulations and amendments. Further, Licensee shall be responsible for obtaining and maintaining all health department permits and licenses.

E. Upon request from the Park District, Licensee shall provide criminal background checks on all of Licensee's employees who may be employed at the Premises.

F. The Park District shall not be responsible in any way for any damage to or loss of Licensee's equipment or supplies.

G. It is understood, acknowledged and agreed by the parties that the relationship of Licensee to the Park District arising out of this Agreement shall be that of an independent contractor. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Park District, and therefore, is not entitled to any benefits provided to employees of the Park District. Licensee has no authority to employ or retain any person as an employee or agent for or on behalf of the Park District for any purpose. Neither Licensee nor any person engaging in any work or service related to this Agreement at the request, or with the actual or implied consent, of Licensee may represent himself or herself to others as an employee of the Park District. Should any person indicate to Licensee, or any employee or agent of Licensee, by written or oral communication, in the course of dealing, or otherwise, that such person believes any of Licensee's employees to be an employee or agent of the Park District, Licensee shall use its best efforts to correct such belief. Licensee covenants, for the term of this Agreement and for one additional year thereafter, not to employ, or solicit for employment, any Park District employee whose principle place of work is the Premises.

H. Neither the Park District nor any employee or agent of Park District is an employee or agent of Licensee, and therefore, is not entitled to any benefits provided to employees of Licensee. The Park District has no authority to employ/retain any person as an employee or agent for or on behalf of Licensee for any purpose. Neither the Park District nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Park District may represent himself to others as an employee of Licensee. Should any person indicate to the Park District or any employee or agent of the Park District by written or oral communication, in the course of dealing, or otherwise, that such person believes an employee of the Park District to be an employee or agent of Licensee, the Park District shall use its best efforts to correct such belief.

I. Licensee shall be solely responsible for promotion of its operations.

6. Termination.

A. In the event Licensee shall breach or be in default under any of the material provisions of this Agreement, with the exception of provisions relating to license fees or insurance, the Park District may terminate this Agreement if Licensee shall not have cured such default within thirty (30) days after the Park District shall have notified Licensee thereof in writing. In the event Park District shall breach or be in default under any of the material provisions of this Agreement, Licensee may terminate this Agreement if Park District shall not have cured such default within thirty (30) days after Licensee shall have notified Park District thereof in writing.

B. In the event Licensee shall breach or be in default under the license fee or insurance provisions of this Agreement, the Park District may terminate this Agreement effective immediately; provided however, Park District shall reinstate the grant of license and terms and conditions of this Agreement upon Licensee providing the Park District, within 10 days of the effective date of the notice of termination, with the balance of the

delinquent licensee fees and/or proof of insurance or such other documentation as is necessary to demonstrate that Licensee is in compliance with the license fee or insurance requirements set forth herein and Licensee paying any License Fees which would have accrued during the interim period of termination.

C. In the event Licensee shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of its property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate upon thirty (30) days prior written notice by either party to the other party.

D. In the event Licensee fails to conduct operations for which this License is issued for more than ten (10) days out of any consecutive thirty (30) day period, the Park District shall have the right to terminate this Agreement effective immediately. This provision shall not apply during any period when the Park District is performing capital improvements to the Facilities or the Premises in a manner which frustrates the ability of the Licensee to conduct its operations.

E. Notwithstanding the provisions of this Section, the termination of this Agreement shall not terminate the obligations of the respective parties regarding indemnification set forth in paragraph 4.E. hereof.

7. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including but not limited to, fire, storm, flood, earthquake, explosion, accident, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God. If such events prevent Licensee from operating at the Facilities, for a period exceeding two (2) consecutive months, then Licensee shall have the right to terminate this Agreement upon written notice to the Park District. Notwithstanding the foregoing, neither party shall be entitled to rely on this provision unless it is using its commercially reasonable efforts to resume performance. Any delay in performance permitted under this provision shall be for no longer than the duration of the event giving rise to the delay.

8. Waiver.

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless in writing. Waivers of a specific failure or delay shall not be construed as a general waiver.

9. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

10. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Licensee and the Park District, and the Agreement shall not be effective until fully executed and delivered to both Parties.

11. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail, or prepaid mail carrier to the parties hereto at the respective addresses set forth in the preamble to this Agreement.

12. Representations.

A. Licensee represents and covenants that no official, employee or agent of the Park District (1) has been employed or retained to solicit or aid in the procuring of this Agreement; or (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to the Park District.

B. In compliance with Section 10.1 of the Illinois Purchasing Act, Licensee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any governmental entity, nor has Licensee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of Licensee been convicted nor made such an admission.

13. Rights of Third Parties.

The License is entered into solely for the benefit of the contracting parties, and nothing in the License is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this License, or to acknowledge, establish or impose any legal duty to any third party. Nothing in this License shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the Park District as to any claim, cause and/or cause of action of any kind whatsoever.

14. Assignability.

Licensee shall have no authority or power to sell, transfer or assign this Agreement or any interest therein, nor any power or authority to permit any other person or party to have an interest or use any part of the Park District property covered by this Agreement, for any purpose whatsoever, it being the intention of this Agreement to grant the privilege solely to Licensee and neither directly nor indirectly to any other party. Any attempt to assign the License herein granted shall be null and void.

15. Applicable Law: Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in Madison County, Illinois.

16. Freedom of Information Act

Licensee agrees to maintain all records and documents related to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Licensee shall produce records which are responsive to a request received by the District under the Freedom of Information Act so that the District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Licensee shall so notify the District and if possible, the District shall request an extension so as to comply with the Act. In the event that the District is found to have not complied with the Freedom of Information Act due to Licensee failure to produce documents or otherwise appropriately respond to a request under the Act, then Licensee shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

17. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

18. Execution in Duplicate.

This Agreement may be signed in duplicate with the same effect as if the signatures to each copy were upon the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

TRI-TOWNSHIP PARK DISTRICT

Z ICE SHACK, LLC

By: _____
President

By: _____
President

Attest:

Secretary

Attest:

Secretary

Madison County Health Department

FOOD SERVICE SANITATION PERMIT

Issued To

TROY SNO
284 RIGGIN RD
TROY, IL 62294

Be it known this food service facility is licensed to operate in Madison County, State of Illinois
and is subject to the provisions of the Madison County Food Sanitation Ordinance.

Issuance Date 03/01/2021
Expiration Date 03/01/2022
Permit Number 119-2423



Chairman, Board of Health

Administrator, Health Department

THIS PERMIT IS NOT TRANSFERABLE AND MUST BE PROMINENTLY DISPLAYED





NOTICE OF PUBLIC HEARING

The Troy Planning Commission will hold a public hearing on Thursday, March 31, 2022 at 7:30 p.m. in Council Chambers at the Troy Municipal Building, 116 E. Market Street, Troy, Illinois to consider the petition of owners David and Christine Zimmer. The

Zimmers are requesting a special use permit to operate a seasonal Tropical Sno business in an existing temporary building that previously housed another snow cone business on the parking lot of the Tri Township Park Activity Center at 284 Riggin Road with
PPID # 09-1-22-08-00-000-009.007.

The Troy Planning This hearing is open to the public. Persons wishing to appear at such hearing may do so in person or by attorney or their representative. Persons who wish to give evidence in favor of, or against, this request should attend the hearing prepared to present their evidence.

Linda Taake
Building & Zoning
Administrative Coordinator

Public Notified: March 11, 2022

Media Notified: March 11, 2022



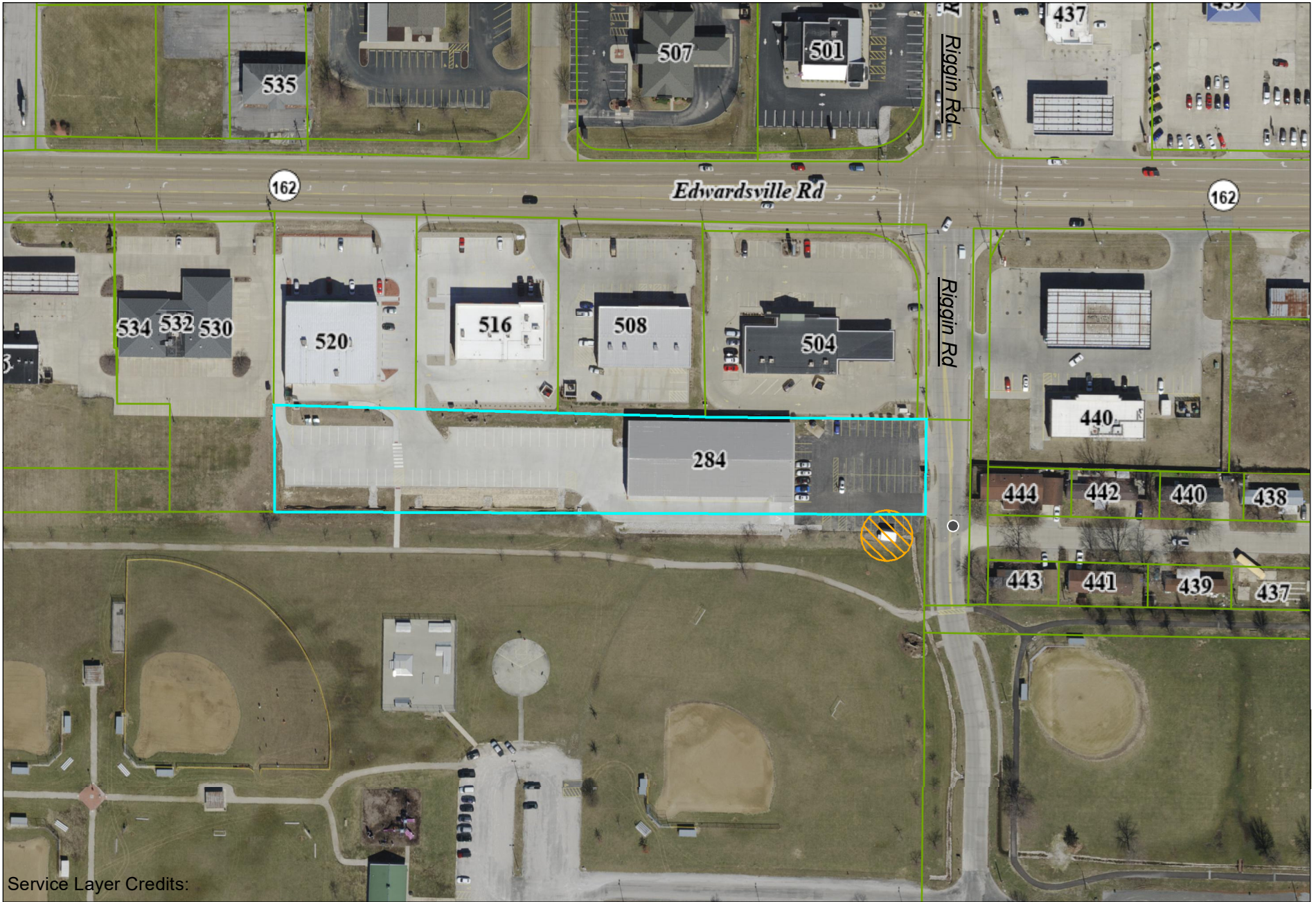
Thursday, March 31, 2022
March 31, 2022 Planning Commission Public Hearing

City of Troy
Planning Commission Public Hearing
The Meeting is held in the Council Chambers, City Municipal Building, 116 East Market Street, Troy, Illinois
62294
7:30pm

A. Agenda Items

1. Call to Order with the Pledge of Allegiance - 7:30pm
2. Roll Call in Alphabetical Order
3. Chairman's Presentation and Discussion of Petition from David and Christine Zimmer requesting a special use permit to operate a seasonal Tropical Sno business out of a temporary building in the parking lot of the Tri Township Park Activity Center at 284 Riggin Road (Parcel Number 09-1-22-08-00-000-009.007)
4. Chairman's Request for Anyone Wishing to Speak During the Hearing to Sign In
5. Swearing in of Persons Who Wish to Speak
6. Comments of Petitioner and/or Representative (or Attorney, if Present)
7. Comments from Members of the Audience
8. Discussion by the Planning Commission
9. Motion to Approve or Deny Applicant's Request
10. Complete Recommendation
11. Adjournment

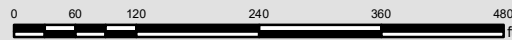
284 Riggin Road



Service Layer Credits:



Author: Madison County GIS
Copyright: Madison County Government



Date: 2/18/2022
Time: 2:17:15 PM





Notice of a Public Hearing

The Troy Planning Commission will hold a public hearing on Thursday, March 10, 2022 at 7:00 p.m. in Council Chambers at the Troy Municipal Building, 116 E. Market St., Troy, Illinois to consider the petition of owners David and Christine Zimmer. The Zimmers are requesting a special use permit to operate a seasonal Tropical Sno business in an existing temporary building that previously housed another snow cone business on the parking lot of the Tri Township Park Activity Center at 284 Riggan Road with PPID # 09-1-22-08-00-000-009.007.

The above application is open to inspection in the Building & Zoning Dept., 116 E. Market St., Troy, Illinois.

This hearing is open to the public. Persons wishing to appear at such hearing may do so in person or by attorney or their representative. Persons who wish to give evidence in favor of, or against, this request should attend the hearing prepared to present their evidence.

Linda Taake
Building & Zoning
Administrative Coordinator

Public Notified: February 17, 2022
Media Notified: February 17, 2022

Linda Taake

From: Tri-Township Park District <office@tritownshipark.org>
Sent: Wednesday, January 26, 2022 1:36 PM
To: MATTHEW WAGNER; Linda Taake
Subject: Re: Fwd: TROY SNO FOR SALE

Matt,

Jessica is no longer with us so I will be the contact for now. The sale will be Ok with us, but we will need the new owners to come to a board meeting to ask for permission to keep the building there and to discuss rental fees. If you can give them my information and have them call me to set this up.

Have a great day!

On 1/26/2022 8:59 AM, Marissa Peppers wrote:

----- Forwarded Message -----

Subject: TROY SNO FOR SALE
Date: Wed, 19 Jan 2022 15:31:23 -0600
From: MATTHEW WAGNER <tropical.enterprisesllc@gmail.com>
To: Jessica Jader <jessica@tritownshipark.org>
CC: ltaake@troyil.us <ltaake@troyil.us>

Hi Jessica,

I talked to Linda Taake, Bldg & Zoning, regarding the sale of Troy Sno. She said that I needed to get something from the park, saying that this sale would be ok.

Can you please confirm this for me, based on our discussion last year?

The new owners need to apply for a SUP, prior to opening, etc.

Thanks.

--
Sandy Pensoneau
Office Manager
Tri-Township Park District
(618) 667-6887 Ext. 3

CITY OF TROY

116 E. MARKET
TROY, ILLINOIS 62294

618-667-8734
www.troyil.us

RECEIVED OF Z ICE Shack LLC

ADDRESS _____

CITY _____

| CASH | CHECK | DATE | | QUAN. | DESCRIPTION | AMOUNT |
|------|-------|---------|--|-------|------------------------------|--------|
| | 1008 | 2/17/22 | | | BLDG. PERMIT | |
| | | | | | OCCUPANCY PERMIT | |
| | | | | | SIGN PERMIT | |
| | | | | | BUSINESS REG. | |
| | | | | | BUSINESS INSP. | |
| | | | | | LIQUOR LICENSE | |
| | | | | | PUBLIC HEARING - Special use | 300.00 |
| | | | | | | |
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No **002694**

Rec'd By 8610117646 HR Donnelley ©2016. All rights reserved. — 0667

Z ICE SHACK LLC 06-21
460 FINCH DR
EAST ALTON, IL 62024-2114

1008
70-7673/2810
09

2/15/22 Date

Pay to the Order of City of Troy \$ 300.00

three hundred & 00/100 Dollars

For Special use permit Christine Zimmer MP



Meeting: PLANNING COMMISSION PUBLIC HEARING
Date: 3/10/2022

CANCELLED -
NO QUORUM

VISITOR SIGN IN SHEET

| | Visitor's Name | Address | Time - In |
|----|------------------|--------------------------------------|-----------|
| 1 | Christine Zimmer | 450 Finch Drive East Alton, IL 62024 | 6:55 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | <u>NO QUORUM - NO HEARING</u> | |
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VISITOR SIGN IN SHEET

Meeting: Planning Commission Public Hearing Date: 3-31-22

| | NAME (PLEASE PRINT) | ADDRESS (PLEASE PRINT) | TIME |
|----|---------------------------------|---------------------------|------|
| 1 | Christine Zimmer + David Zimmer | 450 Finch Drive E. Alton | 6:25 |
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DAVID & CHRISTINE ZIMMER
450 E FINCH DRIVE
EAST ALTON, IL 62024

SCHUETZENHOFER, GERALD A
OR PROPERTY OWNER
PO BOX 667
EDWARDSVILLE, IL, 62025

MACS CONVENIENCE STORES LLC
OR PROPERTY OWNER
4080 W JONATHAN MOORE PIKE
COLUMBUS, IN, 47201

MACS CONVENIENCE STORES LLC
OR PROPERTY OWNER
PO BOX 347
COLUMBUS, IN, 47201

CARTER PROPERTIES OF ILLINOIS LLC
OR PROPERTY OWNER
611 ROUNDSTONE DR
WELDON SPRING, MO, 63304

NJAI LLC SERIES TROY
OR PROPERTY OWNER
320 S DUNCAN ST
MARINE, IL, 62061

OREILLY AUTO ENTERPRISES LLC
OR PROPERTY OWNER
233 S PATTERSON AVE
SPRINGFIELD, MO, 65802

FIRST COLLINSVILLE BANK
OR PROPERTY OWNER
800 BELTLINE RD
COLLINSVILLE, IL, 62234

CASEYS RETAIL COMPANY
OR PROPERTY OWNER
PO Box 3001
ANKENY, IA, 50021

BARRETT, ROBERT W
OR PROPERTY OWNER
1467 MARTIN DR
TROY, IL, 62294

DALE E HOSTO REVOCABLE LIVING
TRUST, HOSTO DUANE H
OR PROPERTY OWNER
PO BOX 86
TROY, IL, 62294

ALVEY, DAVID JAMES
OR PROPERTY OWNER
500 COVENTRY RD
TROY, IL, 62294

STEPHENS, THOMAS
OR PROPERTY OWNER
2328 CLARK AVE
GRANITE CITY, IL, 62040

TRI TOWNSHIP PARK DISTRICT
OR PROPERTY OWNER
410 WICKLIFFE ST
TROY, IL 62294

OR PROPERTY OWNER

CERTIFICATION OF PUBLICATION

State of Illinois)
County of Madison)

THIS IS TO CERTIFY, that the notice which is a printed copy is hereto annexed, was published 1 times, once in each week for successive weeks in the TIMES-TRIBUNE, a newspaper of general circulation, published in the City of Troy, in said County and State, by Better Newspapers, INC and that the first insertion was made in the paper published on the 17th day of March 2022 A.D., and the last in the paper published on the 17th day of March 2022 A.D. and said the newspaper was regularly published for once a week.

Printer's Fees- \$12.40

TIMES - TRIBUNE

By [Signature]

Troy, IL March 16th 2022 A.D.

Notice of a Public Hearing
The Troy Planning Commission will hold a public hearing on Thursday, March 31, 2022 at 7:30 p.m. in Council Chambers at the Troy Municipal Building, 116 E. Market St., Troy, Illinois to consider the petition of owners David and Christine Zimmer. The Zimmers are requesting a special use permit to operate a seasonal Tropical Sno business in an existing temporary building that previously housed another snow cone business on the parking lot of the Tri Township Park Activity Center at 284 Riggins Road with PPID # 09-1-22-08-00-000-009.007.
The above application is open to inspection in the Building & Zoning Dept., 116 E. Market St., Troy, Illinois. This hearing is open to the public. Persons wishing to appear at such hearing may do so in person or by attorney or their representative. Persons who wish to give evidence in favor of, or against, this request should attend the hearing prepared to present their evidence.