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Prepared by:

City Clerk
116 E. Market Street
Troy, Illinois 62294

2025R21093
STATE OF ILLINOIS
MADISON COUNTY
08/01/2025 09:41 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 31



50 CTY

Ordinance No. 2025 - 28

AN ORDINANCE Annexing and Zoning Certain Territory
To and In the City of Troy, Madison County, Illinois

(Namely, 709 East US Highway 40
Owned by Triad Community Unit School District #2)

WHEREAS, Triad Community Unit School District #2 c/o Jason Henderson, petitioner/owner of certain territory also known as 709 East US Highway 40 (parcel numbers 09-1-22-11-03-301-013). Troy, Illinois which is not within the corporate limits of any municipality, but which is contiguous to the City of Troy, Illinois, have filed a written petition with the City of Troy requesting that said territory be annexed to the City of Troy, Illinois, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the property owners have represented that there are electors residing on the property; and

WHEREAS, a map and legal description of the territory to be annexed is attached hereto as Exhibit A is an accurate map of said territory so sought to be annexed; and

WHEREAS, in compliance with the laws of the State of Illinois providing therefore, notice was given to the Trustees of the Troy Fire Protection District; the Supervisor, Trustees, and Highway Commissioner of Jarvis Township; and the Trustees of the Tri-Township Public Library in the manner provided by Statute, and all required notices have heretofore been given as required by law concerning the petition for annexation of this territory to the City of Troy; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically, 65 ILCS, para 5/7-1-8.

DR

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

SECTION 1: That the following territory, also known as 709 East US Highway 40, Troy, Illinois, is hereby annexed and made a part of the City of Troy, Illinois, in accordance with the petition duly filed with the City of Troy, Illinois

SECTION 2: That the described territory of land is hereby established in the zoning classification of

“R-1 Low Density Residential.” Said classification shall apply to the territory described as it has been established and is classified for zoning in the City of Troy, Madison County, Illinois.

SECTION 3: That the map attached hereto marked Exhibit A, and made a part hereof, which is found to be an accurate map of the annexed territory, shall be filed of record with this Ordinance.

SECTION 4: That the City Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with copies of the annexation notice, the affidavit of service of notices, and the exhibits appended to this Ordinance.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval, 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 19th day of May, 2025.

Aldermen:

Dan Dawson	<u>✓</u>	Sam Italiano	<u>✓</u>	Ayes:	<u>5</u>
Tim Flint	<u>✓</u>	Debbie Knoll	<u>ABSENT</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>✓</u>	Tony Manley	<u>ABSENT</u>	Absent:	<u>3</u>
Nathan Henderson	<u>✓</u>	Troy Turner	<u>ABSENT</u>	Abstain:	<u>0</u>

APPROVED:

By: *David Nonn*
 DAVID NONN, Mayor
 City of Troy, Illinois

ATTEST:

By: *Kimberly Thomas*
 KIMBERLY THOMAS, Clerk
 City of Troy, Illinois



MAPS & PLATS

Survey Required
 For Recording

Initials AF

Date 7/30/2025



PETITION FOR ANNEXATION

Please use ONLY BLUE or BLACK INK

www.troyil.us

To: Mayor and City Council, City of Troy, Illinois

Name Jason Henderson

Address 709 E. US Highway 40

Phone Number (618) 667-5400

Email Jason.henderson@tcusd2.org

The undersigned Petitioner(s) respectfully represent(s):

1. Petitioner(s) is/are owner(s) of record of all lands within the territory sought to be annexed and legally described in the document attached hereto as Exhibit "____" and by reference thereto made a part hereof and sometimes referred to herein as the Tract.
2. The Tract is not within the corporate limits of any municipality but is contiguous to the City of Troy, Illinois.
3. - There are no electors residing in the Tract.
- This petition, in addition to being signed by all owners of record of all lands within the territory sought to be annexed, is also signed by at least 51% of the electors residing therein.
4. That a copy of the map of the lands sought to be annexed is attached hereto as Exhibit "____" and by reference thereto is made a part thereof.
5. Any additional information: _____

The undersigned Petitioner(s) respectfully requests:

- A. That the above described tract be annexed to the City of Troy, Illinois, by ordinance of the Mayor and City Council of the City of Troy, Illinois, pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois, as amended.
- B. That such other action be taken as is appropriate in the premises.

Sign in person - witnessed by a Notary Public (available at City Hall)

Jason Henderson For Troy Community Unit School District
Signature of Owner

Signature of Co-Owner

Jason Henderson
Printed Name of Owner

Printed Name of Co-Owner

* * * * *

State of Illinois) I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify
) that Jason Henderson personally known to me to be the same person(s)
 County of Madison) whose name(s) is/are subscribed to the foregoing Petition for Annexation, respectively, appeared
 before me this day in person and acknowledged that he/she/they signed and delivered the said
 instrument as his/her/their own free and voluntary act for the uses and purposes therein set forth.

Notary Seal



Given under my hand and Notarial Seal this 3rd day of April, 20 25

Andrea D Lambert
Notary Public

REAL ESTATE SALES AGREEMENT

THIS REAL ESTATE SALES AGREEMENT (the "Agreement") is entered into as of the Effective Date (as hereinafter defined), by and between JACOB L. WHEELER and BRITTANY N. (née ZAPPIA) WHEELER, as joint tenants (collectively, the "Seller"), and TRIAD COMMUNITY UNIT SCHOOL DISTRICT #2 ("Buyer"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

A. Seller is the fee owner of the real property (including the buildings, structures, fixtures, and improvements thereon, if any) located in Madison County, State of Illinois, and having an address of 709 E US Highway 40, Troy, IL 62294.

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, such real property on the terms and conditions of this Agreement.

AGREEMENT:

The Parties hereto agree as follows:

1. PURCHASE AND SALE OF PROPERTY. Subject to and in accordance with the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following described real property:

(a) That certain real property located in Madison County, State of Illinois, and more particularly described in EXHIBIT A attached hereto and made a part hereof; and

(b) Together with all buildings, structures, fixtures and improvements (but excluding any personal property of the Seller) thereon; and

(c) Together with all right, title and interest of Seller, including any after-acquired title or reversion, in and to the roads, streets, avenues and alleys adjoining the aforesaid real property (all of the foregoing property being hereinafter referred to collectively as the "Property").

2. PURCHASE PRICE; EARNEST MONEY. The purchase price and terms of payment, subject to all adjustments and credits hereinafter provided, shall be as follows:

(a) The purchase price for the Property shall be Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00) (the "Purchase Price") payable as follows:

(i) Buyer shall pay Five Thousand and No/100 Dollars (\$5,000.00) (the "Earnest Money") representing an earnest money deposit to Lorie A. Cooper, First American Title Insurance Company, 1120 S State Rte. 157, Edwardsville, IL 62025, Phone: (618) 632-7800, Email: locooper@firstam.com, as escrow agent (the "Escrow Agent"), within three (3) business days after receipt by Buyer of this fully executed Agreement. Buyer's failure timely to deliver the Earnest Money to Escrow Agent shall be an immediate event of default under this Agreement, subject to the

notice and opportunity to cure in Section 12(b) of this Agreement. The Earnest Money shall be non-refundable to Buyer except as otherwise set forth in this Agreement. The Earnest Money shall be applied to the Purchase Price at Closing (hereinafter defined); and

(ii) Buyer shall deposit the balance of the Purchase Price with Escrow Agent, at the time of consummation of the purchase and sale contemplated hereby (the "Closing"), less any prorations and adjustments as hereinafter provided. Payment under this Section 2(a)(ii) shall be made by wire transfer of immediately available United States good funds in accordance with written wire transfer instructions given by Escrow Agent to Buyer before Closing. The Purchase Price shall be released by Escrow Agent to Seller upon the Closing.

(b) Seller and Buyer hereby appoint Escrow Agent to serve as escrow agent hereunder, and Escrow Agent signs this Agreement for the sole purpose of accepting its engagement as escrow agent pursuant to the terms of this Agreement and agreeing to be bound by the applicable terms hereof. Seller and Buyer jointly and severally release and waive any claims they may have against Escrow Agent that may result from Escrow Agent's performance in good faith of its function hereunder, specifically including, but not limited to, any delay in electronic wire transfer of funds. Escrow Agent shall be liable only for loss or damage caused by its acts of gross negligence or intentional misconduct while performing services as an escrow agent, and Escrow Agent shall not be liable for any loss or damage resulting from (i) any default, error, action or omission of any other party, (ii) the expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business, (iii) any loss or impairment of funds while invested in a money market fund that was AAA-rated at the time of the investment or on deposit with a federally insured bank, resulting from failure, insolvency or suspension of such fund or bank, or (iv) Escrow Agent complying with any and all legal process, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

3. INSPECTION PERIOD.

(a) From and after the Effective Date, Buyer and its agents shall have a period of twenty-one (21) days (the "Inspection Period") to study and inspect the Property and to conduct due diligence on the Property, pursuant to Section 3(b) below. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer, without recourse, representation or warranty, copies of any surveys or title insurance policies in Seller's possession pertaining to the Property.

(b) If Buyer determines, in its sole discretion, that the Property is not suitable for Buyer for any reason, then at any time prior to 5:00 p.m. local time at the Property's location on the last day of the Inspection Period, Buyer may terminate this Agreement by giving Seller and Escrow Agent written notice of such termination (which may be given by electronic mail on the last day of the Inspection Period). Upon Escrow Agent's receipt of notice of such termination prior to the expiration of the Inspection Period, Escrow Agent shall promptly thereafter return the Earnest Money to Buyer, save for the sum of One Hundred and 00/100 Dollars (\$100.00), which Seller acknowledges is good, valuable and independent consideration for Buyer's rights in this Section. If Buyer does not elect to terminate this Agreement prior to the expiration of the

Inspection Period, then the Earnest Money shall be non-refundable to Buyer except as otherwise expressly set forth herein.

(c) During the Inspection Period, Buyer shall have a license to enter upon the Property to make any inspections, tests, and studies (including environmental assessments) that Buyer deems necessary with respect to its purchase and use of the Property. Buyer shall conduct such inspections, tests and studies in a reasonable manner. Buyer shall indemnify, defend and hold harmless Seller and his invitees and contractors against any injury or damage caused by the entry of Buyer or its agents, representatives, consultants or contractors upon the Property in connection with exercise of the inspection rights granted to Buyer under this Section 3. However, Buyer shall have no obligation to indemnify Seller for any loss, damage, claim or other liability or expense arising out of (i) existing conditions at the Property including, without limitation, any requirement to investigate, respond to, report, or remediate any existing conditions (whether known, unknown, or otherwise), or (ii) non-compliance of the Property with any applicable laws, or (iii) the action, negligence or willful misconduct of Seller or his agents, contractors, or invitees.

(d) In conducting any inspections, investigations or tests of the Property, Buyer and its agents and representatives shall: (i) not unreasonably interfere with the operation and maintenance of the Property; (ii) not injure or otherwise cause bodily harm to Seller or its respective agents, guests, invitees, contractors and employees or any tenants or their agents, guests, invitees, contractors and employees; (iii) comply with all applicable laws; (iv) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; and (v) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder. Buyer shall bear the cost of all such inspections or tests.

(e) Any and all liabilities of Buyer arising under or from the obligations of this Section 3 shall survive Closing or any termination of this Agreement.

4. **TITLE EXAMINATION; OBJECTIONS.** Within ten (10) days after the Effective Date, Seller shall cause Escrow Agent to issue and deliver to the Parties a title insurance commitment with respect to the status of title to the Property together with copies of all documents referenced as exceptions therein, such title commitment to insure Buyer's fee simple interest in the Property upon Closing in the amount of the Purchase Price subject to the terms and conditions set forth herein (the "Title Commitment"). If an exception to title not acceptable to Buyer appears on the Title Commitment or the Survey (as hereinafter defined), Buyer shall give Seller written notice of the exception within five (5) days from Buyer's receipt of the Title Commitment and/or the Survey. Seller shall have fifteen (15) days after receipt of notice from Buyer (the "Cure Period"), to remove any such exception. If Seller cannot do so, or Seller elects not to do so, within the Cure Period, then Buyer shall have, in its sole discretion, the right to (i) accept title to the Property subject to the exception, which shall then become a Permitted Exception (as hereinafter defined), without reduction in the Purchase Price; or (ii) terminate this Agreement as provided herein, and upon such termination Escrow Agent shall promptly thereafter pay the Earnest Money to Buyer. Buyer shall make such election by written notice to Seller no later than one (1) day prior to the expiration of the Cure Period, and if Buyer does not provide a notice as to its election, Buyer shall be deemed to have elected to accept title subject to the exception. Notwithstanding the foregoing, but subject to Buyer's rights below regarding matters arising after Buyer's initial title search, if Buyer does not object to an exception to title that is not acceptable to Buyer in writing before the end of the Inspection Period

regardless of when Buyer receives the Title Commitment or Survey, then upon the expiration of the Inspection Period, Buyer shall accept title to the Property subject to the exception, which shall then become a Permitted Exception, without reduction in the Purchase Price. In the event that any title exception arises after the effective date of the Title Commitment, Buyer may after the discovery thereof notify Seller of such exception, in which event Seller may, at its election, attempt to cure the same, and upon failure of Seller to effectuate a cure, or if Seller elects not to attempt to cure, then Buyer shall elect either of the options set forth in subparagraphs (i) or (ii) above (and if Buyer does not provide notice of its election within ten (10) days after notice from Seller to Buyer that Seller will not cure the exception, Buyer will be deemed to have elected to accept title to the Property subject to the exception). Notwithstanding anything to the contrary set forth herein, Seller shall be required to remove at Closing those exceptions which can be removed by paying an ascertainable sum of money such as mortgage liens, construction liens, the lien of unpaid taxes and special assessments, and judgement liens.

5. SURVEY. Within twenty (20) days of the Effective Date, Buyer may, at Buyer's election, and sole cost and expense, obtain a current survey of the property (the "Survey"). If obtained, the Survey shall be prepared by a reputable surveyor licensed under the laws of the State in which the Property is located and shall be prepared in accordance with the survey standards required by such laws and that are reasonable for the current use of the Property. The Survey shall be certified to Buyer, Seller, and Escrow Agent, shall be dated as of a date not earlier than the Effective Date, and shall be in form so as to cause the Escrow Agent to delete the standard survey exceptions from the policy to be issued pursuant to the Title Commitment. Nothing herein shall be construed to require Buyer to obtain the Survey.

6. REPRESENTATIONS, COVENANTS AND WARRANTIES OF SELLER

(a) Seller does hereby warrant, covenants and represent to Buyer as follows:

(i) Seller holds fee simple title to the Property, subject to the Permitted Exceptions. For purposes of this Agreement, "Permitted Exceptions" shall include (A) the lien of real estate taxes, taxes imposed by special assessment, and water, sewer, vault, public space and other public charges which are not yet due and payable, (B) all applicable laws (including zoning, building ordinances and land use regulations), (C) all matters which would be disclosed by an accurate survey of the Property, and (D) all easements, restrictions, covenants, agreements, conditions or other matters of record approved by Buyer pursuant to Section 4 above; and

(ii) Seller has not received written notice of, and to Seller's knowledge there is not, any actual pending litigation or proceeding (including, but not limited to, condemnation) by any organization, person, individual or governmental agency against the Property or against Seller and related to the Property; and

(iii) No leases, subleases, licenses or other agreements permitting any person or entity to occupy all or any portion of the Property after Closing burden or affect the Property, except as may be expressly provided for elsewhere in this Agreement; and

(iv) Seller has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized, executed and

delivered by all necessary action on the part of Seller and constitutes the valid and binding agreement of Seller; and

(v) Other than this Agreement, Seller has not entered into any written or oral agreement or option under which Seller is or could become obligated to sell or otherwise transfer any interest in all or any portion of the Property; and

(vi) Seller has not received written notice from any person, authority or agency having jurisdiction over the Property or Seller with regard to the violation of any applicable regulation, ordinance, requirement, covenant, condition or restriction relating to the use or occupancy of the Property; and

(vii) Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, or to his knowledge, without inquiry or investigation, suffered the filing of an involuntary petition by Seller's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, admitted in writing his inability to pay his debts as they come due; and

(viii) The Property has legal, insurable access to a public right of way; and

(ix) Seller has not filed any notices of protest against, or to commence actions to review, real property tax assessments against the Property; and

(x) From the Effective Date through the date of Closing, or earlier termination of the Contract, Seller covenants and agrees to not take any action, or permit any omission, that would adversely affect title to, or the condition or value of, any portion of the Property, or that would cause any representation or warranty of Seller to be untrue or misleading. From and after the Effective Date, Seller shall not enter into any new contract or agreement with respect to ownership and operation of the Property that would be binding on Buyer or the Property after Closing, without Buyer's prior written approval (which approval may be withheld in Buyer's sole discretion). Seller shall promptly notify Buyer of all actions, events or circumstances occurring prior to the Closing that affect the Property.

(b) All representations and warranties contained in this Section 6 shall be deemed remade as of Closing and shall survive Closing for a period of one (1) year.

(c) "Seller's knowledge" means, and is limited to, the personal knowledge of the Jacob L. Wheeler and Brittany N. Zappia, based solely on the current, conscious, and actual knowledge (as distinguished from implied, imputed, or constructive knowledge) of such persons on the date such representation or warranty was made, without investigation or inquiry or duty thereof and is made to the exclusion of any facts disclosed to or otherwise known by Buyer and does not include constructive knowledge.

7. REPRESENTATIONS AND WARRANTIES OF BUYER.

(a) Buyer does hereby warrant and represent to Seller that, subject to the approval

of Seller's Board of Education, which shall or shall not be granted on April 22, 2024 and Buyer's unilateral and absolute right to cancel as detailed in Section 3, Buyer has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Buyer and constitutes the valid and binding agreement of Buyer; and

(b) All representations and warranties contained in this Section 7 shall be deemed remade as of the Closing and shall survive Closing for a period of one (1) year.

(c) BUYER: (A) ACCEPTS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", AND (B) ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND EXCEPT FOR THE GENERAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS, AND BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY EXPRESS OR IMPLIED WARRANTIES, STATEMENTS, ASSERTIONS, NON-ASSERTIONS, DISCLOSURES OR REPRESENTATIONS TO BUYER CONCERNING ANY ASPECT OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO: (i) THE PHYSICAL, ENVIRONMENTAL, STRUCTURAL OR GEOLOGICAL CONDITION OF THE PROPERTY, (ii) THE HABITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE OR USE, (iii) INCOME TO BE PRODUCED FROM THE PROPERTY, (iv) THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, REGULATIONS, JUDICIAL OR ADMINISTRATIVE ORDERS, ORDINANCES, DECREES OR OTHER REQUIREMENTS OF ANY NATURE WHATSOEVER IMPOSED OR ENFORCED BY ANY LOCAL, STATE, FEDERAL OR OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY (COLLECTIVELY, "**GOVERNMENTAL REQUIREMENTS**"), OR (v) THE PRESENCE OR ABSENCE OF ANY LATENT OR PATENT DEFECTS AT, IN OR WITH RESPECT TO THE PROPERTY. Buyer acknowledges that the Purchase Price was set taking into consideration the agreements of Buyer in this Section 7(c). The provisions of this Section 7(c) shall survive Closing without limit as to time and may, at Seller's election, be incorporated in whole or in part into the General Warranty Deed.

8. BROKERAGE COMMISSION. Seller and Buyer agree that neither Seller or Buyer is represented by a real estate broker in this transaction. Seller and Buyer warrant and represent to the other that neither has employed any investment banker, broker, finder or intermediary in connection with the transaction contemplated hereby and who is entitled to any compensation, fee, or commission as a result of this Agreement. Each Party does hereby agree to defend, indemnify and hold harmless the other against any claim asserted by any investment banker, broker, finder, or intermediary by or through the indemnifying Party. This indemnification and provisions of this Section shall survive Closing.

9. CLOSING.

(a) Unless extended in writing by agreement of the Parties, Buyer and Seller shall consummate and close the sale contemplated by this Agreement at a mutually agreed upon time and place on April 29, 2024. The parties hereby agree to extend Closing to account for the Cure Period,

if any, or by the occurrence of any event described in Sections 10 or 11. Buyer and Seller each acknowledges that the Closing shall be conducted through the Escrow Agent. In lieu of making a personal appearance at said office at closing, a Party may cause the documents and the proceeds to be delivered and tendered in escrow at said place for Closing at or prior to the time and date for Closing.

(b) General and real property taxes and special assessments for the 2023 tax year shall be the sole responsibility of the Seller. The general and real property taxes and special assessments for the 2024 tax year, in which the Closing occurs, shall be apportioned between Buyer and Seller on and as of the Closing Date, with Seller bearing only the expense of that proportion of such taxes and assessments for the number of days in the tax year in which Closing occurs before and not including the Closing Date (“**Seller’s Portion**”); Buyer is a tax exempt entity and shall seek an exemption for all applicable taxes from the date of Closing. Accordingly, at Closing, Buyer shall be entitled to a credit from Seller on the closing statement for that portion of the unpaid real estate taxes attributable to the Property from and including January 1, 2023 through the Closing Date. If the actual 2023 real estate taxes are not available at Closing, the parties shall prorate the taxes based on one hundred and five percent (105%) of the 2022 taxes. The obligations of the Parties in this paragraph shall survive the Closing. Any and all adjustments made pursuant to this section, as reflected on the Parties’ closing statement, shall be final as of the date of Closing.

(c) Seller shall pay (i) the fee for deed preparation (ii) all recording costs related to lien releases, (iii) the premium for an owner’s title insurance policy in the amount of the Purchase Price to be issued pursuant to the Title Commitment, (iv) all required documentary deed stamps or other transfer taxes as may be required by state or local law, (v) one half (1/2) of any and all escrow or closing agent fees, and (vi) Seller’s attorney’s fees.

(d) Buyer shall pay (i) the search fee for the Title Commitment, (ii) the endorsements, if any, to the owner’s title insurance policy to be issued pursuant to the Title Commitment (iii) one half (1/2) of any and all escrow or closing agent fees, (iv) all recording costs related to the deed, (v) the Survey (if any), and (v) Buyer’s attorney’s fees.

(e) At Closing, Seller will deliver to Escrow Agent the following documents:

(i) A General Warranty Deed to the Property in the same form attached hereto as **EXHIBIT B**. Further, the General Warranty Deed shall convey the Property to Buyer, free and clear of all liens, easements and other encumbrances, except the Permitted Exceptions; and

(ii) An Owner’s Affidavit executed by Seller in such form as the Escrow Agent shall reasonably require, plus such other documents as shall be required by the Escrow Agent or the laws of the State in which the Property is located as a condition to insuring Buyer’s title to the Property, free of exceptions other than the Permitted Exceptions; and

(iii) If elected by the Seller, an executed license agreement by Seller that grants Seller a temporary license to use and occupy the Property for a term of no less than seven (7) days and no more than fourteen (14) days; and

(iv) Such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof, such as a non-foreign person affidavit and closing statement.

(f) At Closing, Buyer shall deliver the following to Escrow Agent:

(i) A sum equal to the balance of Purchase Price as herein provided, and Escrow Agent shall deliver the Earnest Money to Seller at Closing; and

(ii) If elected by Seller, an executed license agreement by Buyer that grants Seller a temporary license to use and occupy the Property for a term of no less than seven (7) days and no more than fourteen (14) days; and

(iii) Such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof, such as a closing statement.

10. CASUALTY. If the Property, or any part thereof, suffers any material damage prior to the Closing from fire or other casualty, Seller shall notify Buyer of such damage. In such event, within the ensuing fifteen (15) days after receipt of Seller's notice regarding damage, Buyer shall by written notice to Seller, elect to either (i) terminate this Agreement, whereupon the Earnest Money shall be returned to Buyer, and in which event the Parties shall have no further rights and liabilities hereunder except with respect to those matters specifically surviving termination or Closing; or (ii) without requiring the repair of such damage, proceed to consummate the Closing, in which latter event the proceeds of any insurance covering such damage shall be assigned to Buyer at Closing. If Buyer does not provide notice of its election within such fifteen (15) day period, Buyer shall be deemed to have elected to proceed to terminate this Agreement. The phrase "material damage" shall mean any damage requiring repair costs of \$10,000 or more as reasonably estimated by Seller. In the event of any damage that does not constitute material damage, Seller shall cause such damage to be repaired by the date of Closing (Seller being afforded the right to extend the date of Closing for a time as may be reasonably necessary in order to complete such repair).

11. CONDEMNATION. If prior to the Closing action is initiated or threatened to take a part or all of the Property by eminent domain proceedings or by deed in lieu under threat thereof, then Seller shall notify Buyer of such action. In such event, within the ensuing fifteen (15) days after receipt of Seller's notice regarding the action, Buyer by written notice to Seller shall elect to either (i) terminate this Agreement and receive a refund of the Earnest Money, in which event the parties shall have no further rights or obligations hereunder except for those matters specifically surviving termination or the Closing; or (ii) proceed to consummate the Closing, in which latter event any award received or to be received by Seller from the condemning authority shall be assigned to Buyer at the Closing. If Buyer does not provide notice of its election within such fifteen (15) day period, Buyer shall be deemed to have elected to proceed to terminate this Agreement.

12. DEFAULT.

(a) By Seller. If Seller defaults in any of its material obligations under this Agreement (and provided Buyer has notified Seller of the specific nature of the default and allowed

Seller a ten (10) calendar day period to cure such default), Buyer may either (a) terminate this Agreement by written notice to Seller, in which case Buyer shall be entitled to a prompt return of the Earnest Money and reimbursement by Seller of all out-of-pocket expenses, including its attorneys' fees, actually incurred by Buyer in connection with this Agreement and the closing contemplated hereby, or (b) bring an action against Seller for specific performance; provided, however, that if the remedy of specific performance is not then available due to the acts of Seller, then in such case, and only in such case, Buyer shall have the right to bring an action against Seller for Buyer's damages (including, without limitation Buyer's out-of-pocket expenses actually incurred by Buyer in connection with this Agreement and the closing contemplated hereby). Notwithstanding the foregoing or anything else in this Agreement to the contrary, in no event shall Seller be liable for any special, incidental, exemplary, consequential or punitive damages, including without limitation, damages relating to the loss of profits or revenue, interference with business operations, or loss of tenants, lenders, investors or purchasers, or the ability to use the Property.

(b) By Buyer. If Buyer defaults in any of its material obligations under this Agreement, then provided Seller is not in default hereunder (and provided Seller has notified Buyer of the specific nature of the default and allowed Buyer a ten (10) calendar day period to cure such default), Seller may declare this Agreement terminated, in which event all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy, and all other rights and obligations of the Parties shall be terminated. It is agreed by the Parties that the Earnest Money amount is a fair and reasonable measure of the damages to be suffered by Seller in the event of such default and that the exact amount thereof is incapable of ascertainment.

13. 1031 EXCHANGE. Seller may require Buyer, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, to pay the Purchase Price to a trust or intermediary party designated by Seller, so Seller may participate in a tax-deferred exchange of like-kind property. The Parties agree to execute any necessary agreements and/or other documents to effectuate Seller's tax-deferred exchange, provided (a) Buyer's obligations under the Agreement will not be increased; (b) such documents will not modify Seller's representations, warranties or obligations under this Agreement; (c) the Purchase Price paid by Buyer will not be different from that which Buyer would have paid pursuant to Section 2(a) hereinabove; and (d) Buyer will incur no additional cost, expense or liability as a result of its cooperation in the exchange.

14. MISCELLANEOUS.

(a) Effective Date. The "Effective Date" of this Agreement, for purposes of performance, shall be the date Escrow Agent has acknowledged receipt of this Agreement, as evidenced by Escrow Agent's signature and date on the signature page.

(b) Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing to the addresses set forth below or such other addresses as are specified by written notice delivered in accordance herewith, and shall be deemed given if delivered by one of the following methods: (a) by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail, (b) by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered the day of deposit with such courier, (c) by email, in which case notice shall be deemed delivered

upon transmission of such notice, provided notice is also sent by one of the other methods set forth herein or (d) by personal delivery, in which case notice shall be deemed delivered upon delivery. Provided, however, that notices will be deemed received upon transmission of such notice if delivery cannot be accomplished because of a change of address by one Party, but only if such Party did not notify the other Party of such change of address, or because of refusal of a Party to accept delivery of any such notice.

If to Buyer: Triad Community Unit School District #2

203 E. Throp Street
Troy, IL 62294
Attn: Jason Henderson
Phone: 618-667-5417.
Email: jason.henderson@tcusd2.org

With a copy to: Lewis Rice LLC
600 Washington Ave., Ste. 2500
St. Louis, Missouri 63101
Attn: Ryan M.. Prisock, Esq.
Phone: 314-444-7717
Email: rprisock@lewisrice.com

If to Seller: Jacob L. Wheeler
Brittany N. Wheeler
709 E. US Highway 40
Troy, IL 62294
Phone:
Email:

With a copy to: [Omitted]

If to Escrow Agent: First American Title Insurance Company
1120 S State Rte. 157
Edwardsville, IL 62025
Attn: Lorie A. Cooper
Phone: 618-632-7800
Fax: 866-241-6891
Email: locooper@firstam.com

(c) Law To Govern. This Agreement shall be governed by, construed, interpreted and enforced under the laws of the State in which the Property is located.

(d) No Waiver. The failure of either Party to exercise any power given any Party hereunder or to insist upon strict compliance by either Party of its obligations hereunder, shall not constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

(e) Entire Agreement; Modification; Opportunity to Consult with Counsel. This Agreement, and any attached exhibits and addenda, contains the entire agreement of the parties hereto with respect to the subject matters discussed herein, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein, shall be of any force and effect. No amendment to this Agreement shall be binding on any of the Parties to this Agreement unless such amendment is in writing, and such amendment is executed by all of the Parties to this Agreement. Any such amendment to this Agreement, or any counteroffers, delineations, strike outs, changes or alterations to this Agreement shall be accepted, approved, initialed, and executed only by an authorized representative of Seller. The Parties hereby represent and acknowledge that they have been provided with a reasonable period of time and the opportunity to discuss and review the terms of this Agreement with their respective attorneys prior to signing and that they are freely and voluntarily signing this Agreement.

(f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(g) Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, original or electronic, each of which shall be deemed an original, and all such counterparts shall together constitute one instrument.

(h) Survival of Warranties. All representations, warranties and agreements contained in this Agreement shall survive Closing except to the extent set forth herein.

(i) Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Captions. Captions and headings throughout this Agreement are for convenience and reference only, and they shall not define, limit, modify or add to the interpretation or meaning of any provisions of this Agreement or in any way affect the scope, intent or effect of this Agreement.

(k) Force Majeure. Whenever a period of time is provided for in this Agreement for either Party to do or perform any act or thing, said Party shall not be responsible for any delay due to acts of God or other causes beyond the reasonable control of said Party, and in such event the time period shall be extended for the amount of time said Party is so delayed; provided, the foregoing shall not apply to the Parties' obligations to be performed on the date of Closing.

(l) Assignment. Buyer shall have the right to assign this Agreement and its rights hereunder, in whole or in part, at any time and from time to time, provided that the assignee assumes in writing Buyer's obligations hereunder. No assignment shall release Buyer from its obligations under this Agreement. Buyer shall immediately notify Seller in writing of any assignment.

(m) Additional Instruments. The Parties hereto shall execute and deliver any and all additional documents, certifications or other instruments and agree to perform any and all additional actions as shall be necessary to give full effect to and to complete the purpose and intent of this Agreement.

(n) Time is of the Essence. Time is of the essence in the performance of all obligations under this Agreement. In calculating any time period under the Agreement which commences upon the receipt of any notice, request, demand, or document, or upon the happening of any event, the date upon which the notice, request, demand, or document is received or the date the event occurs (or is deemed to have occurred) is not included within the applicable time period, but the applicable time period will commence on the day immediately following. If the time for performance of any obligation or for taking any action under the Agreement expires on a Saturday, Sunday, or Standard Federal Reserve Bank Holiday, the time for performance or for taking action will be extended to the next succeeding day which is not a Saturday, Sunday, or Standard Federal Reserve Bank Holiday and during which Escrow Agent is open for business.

(o) Authorization. Seller and Buyer warrant and represent that the respective person executing this Agreement of them is duly authorized to do so and that this Agreement constitutes the valid and binding obligations of Seller and Buyer, respectively, enforceable against Seller and Buyer in accordance with its terms.


(p) Non-Disclosure. Buyer and Seller agree not to disclose, directly or indirectly, the terms of this Agreement to any person, firm or entity other than their respective attorneys, lenders, accountants, contractors and representatives, the title company, or other third parties who are required to be informed thereof in connection with their approval of the proposed transactions or the representation of the parties in connection with this transaction. The foregoing provisions shall survive Closing or the termination of this Agreement.

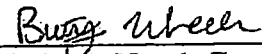
[signature page to follow]

Signature page to Real Estate Sales Agreement

IN TESTIMONY WHEREOF, the Parties listed below each have signed this Agreement in their respective names, by their duly authorized officers, members or managers, as the case may be, as of the dates written below.

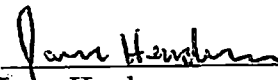
SELLER:

By: 
Name: Jacob L. Wheeler, as joint tenant
Date: 4/8/24

By: 
Name: Brittany N. (née Zappia-) Wheeler,
as joint tenant
Date: 4/8/24

BUYER:

TRIAD COMMUNITY UNIT SCHOOL
DISTRICT #2,

By: 
Name: Jason Henderson
Title: Superintendent
Date: 4/8/24

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
Legal Description

Part of the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, more particularly described as follows:

Beginning at a stone at the Southeasterly corner of above mentioned Quarter Quarter, thence North 86 Degrees, 47 Minutes West along the Southerly line of said Quarter Quarter 500 feet to a point which will be called the point of beginning of tract herein described; thence North 197.2 feet to the Southerly right of way line of Federal Aid Route No. 12 also known as U.S. Route No. 40; thence North 89 Degrees, 35 Minutes West along said right of way line 176.4 feet to a point; thence South 188.5 feet to the Southerly line of said Quarter Quarter; thence South 86 Degrees, 47 Minutes East along said Southerly line 176.5 feet to the point of beginning, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

Commonly known as: 709 E. US Highway 40, Troy, IL 62294

Permanent Parcel No. 09-1-22-11-03-301-013

Degrees, 35 Minutes West along said right of way line 176.4 feet to a point; thence South 188.5 feet to the Southerly line of said Quarter Quarter; thence South 86 Degrees, 47 Minutes East along said Southerly line 176.5 feet to the point of beginning, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

Commonly known as: 709 E. US Highway 40, Troy, IL 62294

Permanent Parcel No. 09-1-22-11-03-301-013

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other, subject, however, to those matters set forth on EXHIBIT "A" attached hereto and made a part hereof.

[SIGNATURE AND NOTARY ACKNOWLEDGMENT ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

GRANTOR

By: [Signature]
Name: Jacob L. Wheeler, as joint tenant

STATE OF Illinois)
COUNTY OF Saint Clair)

I, Jamie L. Windler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jacob L. Wheeler personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the same instrument as his own free and voluntary act the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of April, 2024.



(NOTARY SEAL)

[Signature]
Notary Public
My Commission expires: 9/19/2026

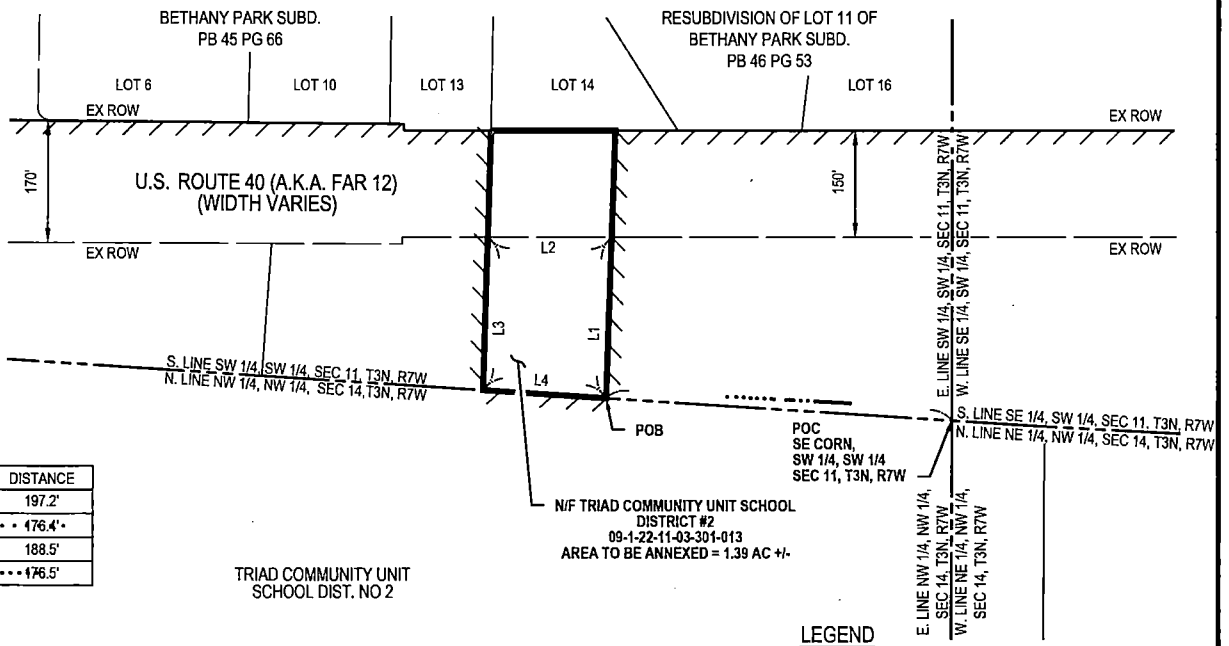
EXHIBIT "A"
Permitted Exceptions

(to be added per title commitment)



0' 200'
SCALE 1"=200'

TERRITORY TO BE ANNEXED BY THE CITY OF TROY, ILLINOIS BY ORDINANCE NO. _____
BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 3 NORTH, RANGE 7 WEST OF THE 3RD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS



LINE TABLE

LINE	BEARING	DISTANCE
L1	NORTH	197.2'
L2	476.4'
L3	SOUTH	188.5'
L4	476.5'

LEGEND

- EXISTING CORPORATE LIMITS
- AREA TO BE ANNEXED
- EX RIGHT OF WAY LINE
- SECTION LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



WE, OATES ASSOCIATES, INC., HAVE AT THE REQUEST OF THE CITY OF TROY, ILLINOIS, PREPARED THIS PLAT FROM RECORD SOURCES.

William A. Mueller 05/08/2025
 WILLIAM A. MUELLER
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 NO. 035-004060
 EXPIRES 11-30-2026



ANNEXATION PLAT
 709 E U.S. HIGHWAY 40
 CITY OF TROY, IL

PROJECT NO.: 15062.002
 DATE: 05/07/2025
 REVISION:

EXHIBIT:
A

709 E. U.S. Highway 40

Annexation Legal Description

Owner: Triad Community Unit School District #2

Parcel: 09-1-22-11-03-301-013

Part of the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, more particularly described as follows:

Beginning at a stone at the Southeasterly corner of above mentioned Quarter Quarter, thence North 86 Degrees, 47 Minutes West along the Southerly line of said Quarter Quarter 500 feet to a point which will be called the point of beginning of tract herein described; thence North 197.2 feet to the Southerly right of way line of Federal Aid Route No. 12 also known as U.S. Route No. 40; thence North 89 Degrees, 35 Minutes West along said right of way line 176.4 feet to a point; thence South 188.5 feet to the Southerly line of said Quarter Quarter; thence South 86 Degrees, 47 Minutes East along said Southerly line 176.5 feet to the point of beginning, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.



*PETITION FOR THE ANNEXATION
OF 709 EAST US HIGHWAY 40
TROY, ILLINOIS*

Notice of Intent to Annex

To WHOM IT MAY CONCERN:

Notice is hereby given that the owners of record and at least fifty-one percent of the electors of the following described territory have filed with the City of Troy a Petition for Annexation (pursuant to 65 ILCS 5/7-1-1 et seq.) requesting the annexation of **709 E US Highway 40, Troy, Madison County, Illinois.**

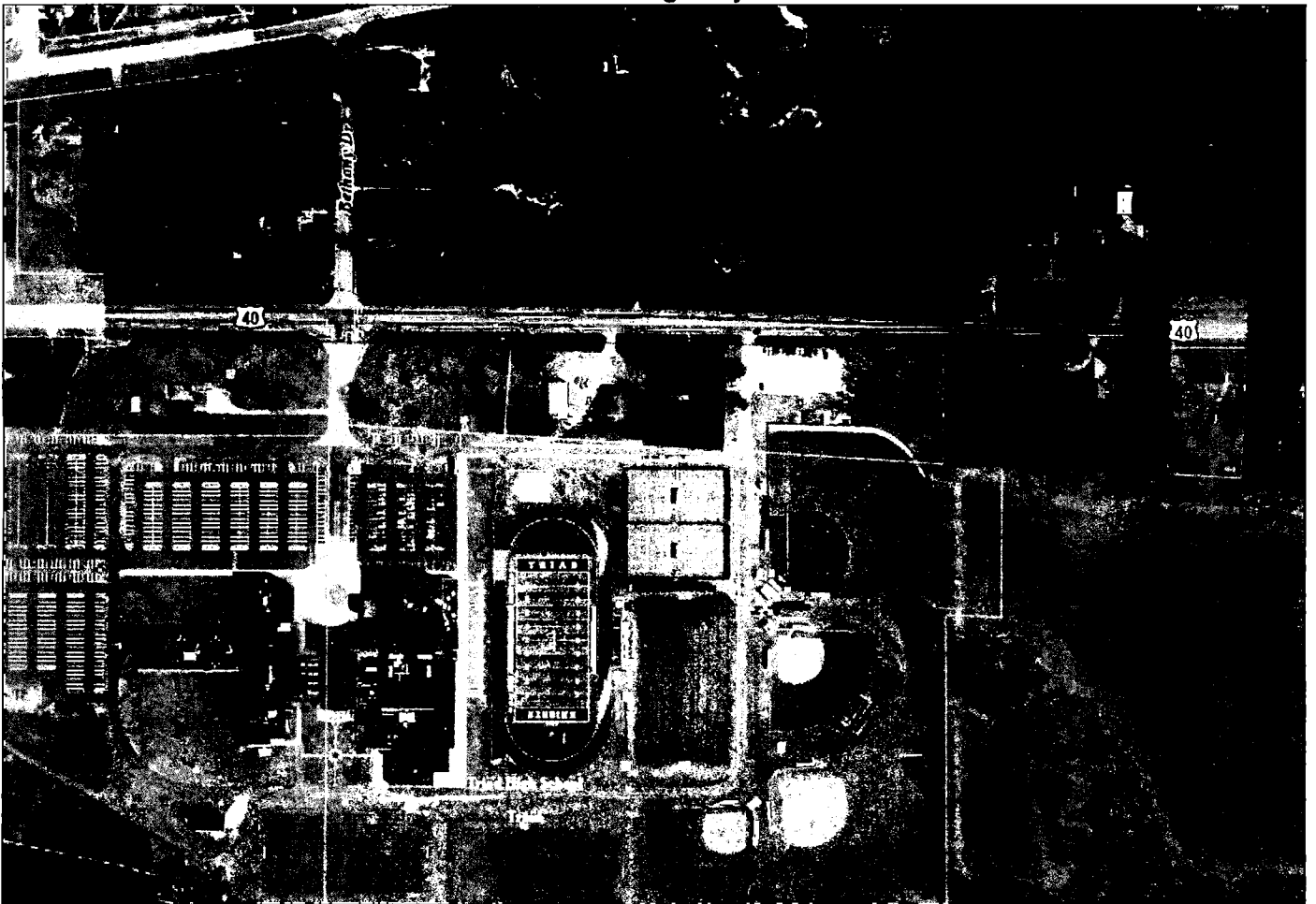
An ordinance to annex this property with **parcel ID #09-1-22-11-03-301-013** will be presented to the corporate authorities of the City of Troy, Madison County, Illinois at the regular City Council meeting on Monday, May 19, 2025, at 6:30 p.m. in the City Council Chambers, Troy Municipal Building, 116 E. Market Street, Troy, Illinois 62294.

All interested persons are invited to appear at the time and place listed above.

Dated: 04/14/25

Linda Taake,
Building & Zoning
Administrative Coordinator


709 East US Highway 40



Author
Copyright: Madison County Government

0 0.02 0.04 0.08 0.12 0.16
mi

Date: 4/14/2025
Time: 11:29 AM



RETURN TO:

CITY OF TROY
Building & Zoning Dept.
116 E. Market St.
Troy, Illinois 62294

Affidavit of Service of Notice

I, Andrea D. Lambert, hereby state as follows:

1. I am the Building and Zoning Administrative Clerk for the City of Troy, Illinois, and I am competent to testify to the matters set forth herein, all of which are based upon my personal knowledge.
2. Per 65 ILCS 5/7-1-1, this shall serve as an Affidavit of Service of Notice that I duly provided notice of proposed **ORDINANCE NO 2025- 28** **An Ordinance Annexing and Zoning Certain Territory To and In the City of Troy, Madison County, Illinois (709 East US Hwy 40) owned by Triad Community Unit District #2 c/o Jason Henderson** and public meeting date for adoption thereon to the following, via Certified Mail, Return Receipt Requested, and First Class U.S. Mail on the 15th day of April 2025:

Michelle Erschen
Tri-Township Library
903 Long Branch Road
Troy, Illinois 62294

Allen Adomite
Jarvis Township Supervisor
500 Lakewood Drive
Troy, Illinois 62294

Ryan Cunningham
Troy Fire Protection District
112 Reagan Dr.
Troy, Illinois 62294

Maryellen Akridge
Tri-Township Library
43 Lake Drive
Troy, Illinois 62294

Alan Dunstan
Jarvis Township Clerk
1101 Antler Drive
Troy, Illinois 62294

Michael Cushing
Troy Fire Protection District
27 Stonebrooke
Troy, Illinois 62294

Katie Devany
Tri-Township Library
1 Autumn Oaks
Troy, Illinois 62294

Jessica Dudley
Jarvis Township Assessor
506 Lower Marine Road
Troy, Illinois 62294

Ron Hahn
Troy Fire Protection District
555 Berkshire Drive
Troy, IL 62294

Katie Seranno
Tri-Township Library
13 Oakbrooke
Troy, Illinois 62294

Dale Grapperhaus
Township Highway Commissioner
7948 W. Kirsch Road
Troy, Illinois 62294

Charles Murphree
Troy Fire Protection District
617 Buckingham Drive
Troy, Illinois 62294

Liz Compton
Tri-Township Library
10 Autumn Oaks
Troy, Illinois 62294

Scott Wiesehan
Jarvis Township
1129 Troy O'Fallon Road
Troy, Illinois 62294

Troy Post Office
Attn: Postmaster
515 Edwardsville Road
Troy, Illinois 62294

Madison County Election Authorities
Madison County Clerk
157 N. Main Street
Edwardsville, Illinois 62025

Jason Helldoerfer
Jarvis Township
132 Blackjack Road
Troy, Illinois 62294

Ameren Services Company
Attn: Tax Compliance
PO Box 66149, MC 212
St. Louis, Missouri 63166

Kirk Brown
IDOT District #8
1102 Eastport Plaza Drive
Collinsville, IL 62234

Nathan Hovatter
Jarvis Township
409 Avalon
Troy, Illinois 62294

Member Records Clerk
Southwestern Electric Cooperative
525 US Route 40
Greenville, Illinois 62246

Monica Hartlein
Jarvis Township
2069 Grandview
St. Jacob, Illinois 62281

3. I declare under penalty of perjury that the foregoing is true and correct.

Andrea D. Lambert
Andrea D. Lambert

4/25/25
Date

SUBSCRIBED and SWORN to before me this 25TH day of April, 2025.

Notary Seal:



Linda S. Taake
Notary Signature

I, Linda Taake, an employee of the City of Troy, Illinois Building & Zoning Department, am a current board member of the Tri-Township Library and have received the above referenced notice.

Linda Taake
Linda Taake City of Troy

I, Rob Hancock, an employee of the City of Troy, Illinois Public Works Department, am a current board member of the Troy Fire Protection District and have received the above referenced notice.

Rob Hancock
Rob Hancock City of Troy



Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Local Roads & Streets
2300 South Dirksen Parkway / Room 205 / Springfield, Illinois / 62764

May 9, 2025

CIRCULAR LETTER 2025-07

CATEGORY: NOTICE OF FUNDING OPPORTUNITY

2024 LOCAL PROJECT FUNDING CALL FOR PROJECTS

COUNTY ENGINEERS / SUPERINTENDENTS OF HIGHWAYS / MUNICIPAL ENGINEERS / DIRECTORS OF PUBLIC WORKS / MAYORS / METROPOLITAN PLANNING ORGANIZATIONS - DIRECTORS / TOWNSHIP HIGHWAY COMMISSIONERS / CONSULTING ENGINEERS / TRANSIT AGENCIES

The Illinois Department of Transportation (IDOT) will be accepting applications for local transportation projects. The solicitation of local transportation initiatives is provided through Public Act 103-0589 and will provide state funding for local transportation priorities that most align with the intent of the legislation and pursue goals related to enhancing local assets, enhancing complete street initiatives, and improving safety. Projects will be prioritized based on readiness with a focus on the grant initiation within a two-year time frame. Readiness will be determined by status of project in process of implementation. Readiness will also consider the need for purchasing of land to implement the project. Projects in economically disadvantaged areas will be prioritized for funding and evaluated using objective, data-based criteria.

The available funding for this special opportunity is \$400,000,000. The anticipated range of funding is \$100,000 to \$10,000,000 per project, but all local priorities will be considered. Eligible categories of transportations include highway, bike/ped, transit, passenger rail, freight, safety, federal grant match, and other relevant transportation projects. Any phase of a project is eligible, including applicants seeking support for Phase I only to prepare projects for other funding opportunities. Eligible applicants are local public agencies (LPAs) which include counties, municipalities, townships, road districts, and special districts including, but not limited to parks and transit. Partners and co-applicants are not limited to LPAs.

Highway related projects will be delivered through IDOT's Bureau of Local Roads & Streets. Delivery and design standards shall meet the minimum requirements established in the Local Roads and Streets Manual and coordinated through the relevant IDOT District. Projects with any federal funding shall meet the minimum federal requirements established in the Bureau of Local Roads Manual.

Transit projects will be delivered through IDOT's Office of Intermodal Project Implementation. Transit projects will be prioritized as follows: projects which are currently under construction and have realized a funding shortfall; construction projects which have unfunded phases (e.g., a maintenance garage construction project that requires a bus storage facility); and construction projects which return

facilities to a State of Good Repair. If funding remains, facility expansion projects may be considered.

In accordance with the PA 103-0589, LPAs will be required to work with the Department to establish goal requirements for disadvantaged business enterprise (DBE) participation pursuant to the IDOT's policies and in accordance with the requirements of 49 C.F.R. Part 26. Projects will also be subject to all applicable IDOT policy and state statutes including Illinois Works Jobs Program.

Additional information is available on grants.illinois.gov under CSFA [REDACTED]

SUBMISSION REQUIREMENTS:

Applications are being accepted online through a Microsoft Forms submittal. Secondary information may be requested after preliminary application, including supplemental requirements depending on whether the applicant sponsor is subject to the Grant Accountability and Transparency Act (GATA). Local Public Agencies are exempt from GATA for transportation projects. All general GATA questions may be directed to DOT.GATA@Illinois.gov.

INFORMATIONAL WEBINAR:

IDOT will host a webinar providing information about the program and application process. The webinar is scheduled for Thursday, May 22, 2025 at 10:00 AM. The password, if prompted, is jgHfuPHk735. To join the webinar by phone, you may dial 1-312-535-8110 United States Toll (Chicago) or 1-415-655-0002 US Toll, and the meeting number is 2865 182 1868. No prior registration is required.

The webinar will be recorded for later viewing on grants.illinois.gov under CSFA [REDACTED] Downstate Transit will also be able to access the webinar recording through the Resources tab of BlackCat.

Completed applications must be submitted by Sunday, June 1, 2025.

For general questions about this Circular Letter, please email the Department at DOT.OPP.GrantApplications@Illinois.gov.

Sincerely,



Gregory S. Lupton, P.E.
Acting Engineer of Local Roads and Streets

END OF DOCUMENT