



DocId:9042178

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Return to:

CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294

2026R21663
STATE OF ILLINOIS
MADISON COUNTY
07/28/2026 10:53 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 11

CITY OF TROY
ORDINANCE 2026 – 41

CTY 50

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
WATER SERVICE AND PRE-ANNEXATION AGREEMENT
(722 East US Highway 40)**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 6th DAY OF JULY, 2026**

ORDINANCE NO. 2026-41

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE
AND PRE-ANNEXATION AGREEMENT
(722 East US Highway 40, Troy, IL)**

WHEREAS, it is in the best interest of the City of Troy ("City"), Madison County, Illinois, to enter into an Agreement for Water Service and Pre-Annexation pertaining to the property owned by RANDY GIBSON (TR SW PT SE SW 180X250) PPID 09-1-22-11-03-301-008, and commonly known as 722 East US Highway 40, Troy, IL; and

WHEREAS, an Agreement for Water Service and Pre-Annexation has been drafted, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the Petitioner is described in the aforesaid Agreement and/or the legal owner of record of the territory which is the subject of said Agreement is ready, willing, and able to enter said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the City did, on the 6th day of July, 2026, hold and conduct a public hearing pursuant to notice and statute; and

WHEREAS, all other statutory requirements set forth by 65 ILCS 5/11 pertaining to Annexation Agreements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, COUNTY OF MADISON, STATE OF ILLINOIS, as follows:

SECTION 1: That the Mayor is hereby authorized and directed to execute the Agreement for Water Service and Pre-Annexation and the City Clerk is authorized and directed to attest the same and affix thereto the Corporate Seal of the City.

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the City Council of the City of Troy, Illinois, the 6th day of July, 2026 by at least a vote of two-thirds of the corporate authorities of the City of Troy, Illinois.

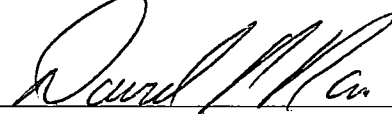
Aldermen Vote:

Dan Dawson ✓
Tim Flint ✓
Elizabeth Hellrung ✓
Nathan Henderson ABSENT

Sam Italiano ✓
Debbie Knoll ✓
Tony Manley ✓
Troy Turner ✓

Ayes: 7
Nays: 0
Absent: 1
Abstain: 0

APPROVED:



DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:



KIMBERLY THOMAS, Clerk
City of Troy, Illinois



CITY OF TROY, ILLINOIS
AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION

Property Address: 722 E US Hwy 40 Troy, IL 62294

Resident: Brenda Gibson

Resident: _____

Phone Number: _____

Email: _____

This Agreement made by and between the City of Troy, Illinois, a municipal corporation, hereinafter referred to as "City" and the undersigned owner(s), hereinafter referred to as "Petitioners".

WHEREAS, Petitioners are the owner(s) of record of all lands within the territory legally described in Exhibit A, which is attached hereto and incorporated herein by reference, and

WHEREAS, Petitioners are desirous of obtaining water from the City and further desirous of annexing said territory to the City as soon as said annexation can be legally and practicably accomplished, all in order that Petitioners can obtain the benefit of various City services, including, but not limited to, police protection, snow removal, water and sewer services and others, and

WHEREAS, the described territory is not now contiguous to the boundaries of the City, thus precluding an immediate annexation of said territory, and

WHEREAS, the City is desirous of expanding its boundaries through annexation, and

WHEREAS, Petitioners have requested that the City execute this Agreement for Water Service and Pre-Annexation and commit itself to the terms and provisions hereof, and

WHEREAS, the Mayor and City Council of the City have determined that the future annexation of the above-referenced territory would benefit the City and its citizens and coincide with the long range planning and development goals of the City, and

WHEREAS, the City Council of the City did, on the 6TH day of JULY, 2026, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

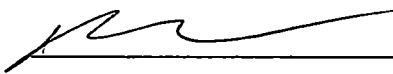
WHEREAS, at its meeting on the 6TH day of JULY, 2026, the corporate authorities of the City did by vote of 7 to 0, authorize its appropriate officials to execute said Agreement for Water Service and Pre-Annexation on behalf of the City.

/

NOW, THEREFORE, the parties to this Agreement do hereby mutually acknowledge and agree as follows:

1. That the City of Troy will permit the Petitioners to connect to the water system of the City at the place and at the manner determined by the Water and Sewer Superintendent upon payment of the required fee, charges and deposits.
2. That water will be furnished to Petitioners at the rate as may from time to time be established by the Mayor and City Council of the City.
3. That Petitioners will pay for water furnished by the City at the rates for water service furnished to properties outside the City limits as established by Ordinance as long as this Agreement remains in effect.
4. That the City assumes no liability for either the supply or the pressure of the water to be furnished to the Petitioners.
5. That Petitioners will provide, install and maintain at their own cost and expense all necessary easements, pipes and attachments from the point of tap-on, and the plans and specifications for said work and performance of the same shall be subject to the approval of and done to the satisfaction of the Director of Public Works of the City.
6. That Petitioners shall at no time permit any other person, corporation, partnership or other entity to attach to the pipe or pipes authorized herein.
7. That at such time in the future as the boundaries of the City become contiguous to the territory herein referenced, the undersigned Petitioners, for themselves, their heirs, successors and assigns, in consideration of the foregoing, and the furnishing of water hereunder, that they shall, upon written request of the City, petition the City for annexation and shall execute all documents necessary to effect that end, and the City, by its duly authorized representatives, shall thereupon act as to cause and effect said annexation through Ordinance or otherwise, pursuant to the Illinois Municipal Code, Section 7-1-8 as amended, or by any means or methods of annexation then available and authorized by law.
8. That Petitioners, for themselves, their heirs, successors and assigns, agree that at such time as annexation becomes possible, that Petitioners, for themselves, their heirs, successors and assigns, will be responsible to pay for preparation of the Petitions and all other documents needed to perfect the annexation, including reasonable attorneys fees and a fee for preparation of the annexation map.

9. That this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns, for a period of twenty (20) years from date hereof. This Agreement shall be subject to a request for renewal prior to expiration if Petitioners still require City water.
10. That this Agreement shall constitute a covenant running with the land and shall supercede all previous contracts or agreements between the parties hereto relative to water supply and annexation of Petitioner's property.
11. That upon the execution of the Agreement, a copy thereof, shall be caused to be filed in the office of the Recorder of Deeds, Madison County, Illinois, so as to put on notice any and all persons having an interest herein that this Agreement is intended to, and does in fact constitute a covenant running with the land and is thereby binding upon each of the undersigned, their heirs, agents, assigns, transferees, grantees, and successors.



Owner Signature

Randy Gibson

Printed Name

3/13/2026

Date Signed

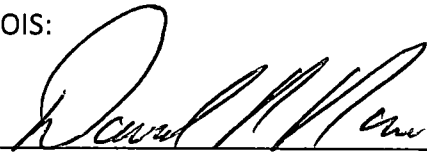
Owner Signature

Printed Name

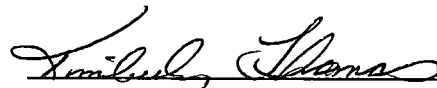
Date Signed

DATED this 6TH day of JULY, 2026.

CITY OF TROY, ILLINOIS:



Mayor, City of Troy



City Clerk, City of Troy



RECORDED AT THE REQUEST OF
AND MAIL TAX BILL TO:

Randy Gibson
95 West Lake Drive
Troy, Illinois 62294

AND WHEN RECORDED MAIL TO:

Randy Gibson
95 West Lake Drive
Troy, Illinois 62294

PERMANENT PARCEL NUMBER:

09-1-22-11-03-301-008

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY .

GENERAL WARRANTY DEED

This Deed Witnesseth, that on this 13th day of March, 2026, Debra L. Opolka, a single person and not a party to a civil union, being the surviving joint tenant of George L. Opolka, deceased, of the City of Troy, State of Illinois, GRANTOR, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in hand paid, does by these presents GRANT, BARGAIN, WARRANT and SELL, CONVEY AND CONFIRM unto Randy Gibson, a married person, as sole owner, GRANTEE, their heirs, successors and assigns, the following described real estate situated in the County of Madison, State of Illinois, to wit:

See Attached Exhibit A

Permanent Parcel Number: 09-1-22-11-03-301-008

Property Address: 722 East US Highway 40, Troy, Illinois 62294

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee and to the heirs, successors and assigns of such Grantee forever. The said Grantor hereby covenanting that said Grantor, and the heirs and personal representatives of said Grantor, shall and will Warrant and Defend the title to the premises unto the said Grantee, and to the heirs, successors and assigns of such Grantee forever, against the lawful claim of all person whomsoever, excepting, however, the prorated general taxes for the calendar year 2025 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand the day and year first above written.

Debra L. Opolka
Debra L. Opolka

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Debra L. Opolka, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument, as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 13th day of March, 2026.

[Signature]
Notary Public

My commission expires: 7/11/2026

Deed Prepared By:
Van-Lear P. Eckert, Attorney at Law
103 West Main Street
Belleville, IL 62220

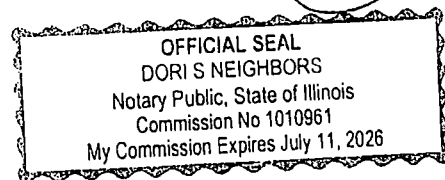


EXHIBIT A

A tract of land Sixty (60) feet by 250 feet located in the Southeast Quarter of the Southwest Quarter of Section 11, Township Numbered 3 North, Range Numbered 7 West of the Third Principal Meridian, described as follows, to-wit:

From the Southwest corner of the said Quarter-Quarter Section measured North along the West line thereof 372.5 feet to a point on the North right-of-way line of F.A. Route 12 and marked U.S. Route 40 designated by an iron pin; thence East along the said right-of-way line for a distance of 240 feet to a point designated by an iron pin, which point is the point of beginning of the tract herein described and conveyed; thence continuing East along said North right-of-way line for a distance of 60 feet to a point; thence North and parallel to the West line of said Quarter-Quarter Section 250 feet to a point; thence West and parallel to said North right-of-way line for a distance of 60 feet to a point; thence South and parallel to the West line of said Quarter-Quarter Section 250 feet to the point of beginning.

Excepting therefrom a strip of ground along the South side of the land herein conveyed 24 feet in width, to be used by the Grantors and Grantees and their heirs, executors, administrators and assigns, for a roadway.

ALSO,

A tract of land 120 feet by 250 feet located in the Southeast Quarter of the Southwest Quarter of Section 11, in Township 3 North, Range 7 West of the 3rd P.M., described as follows, to-wit:

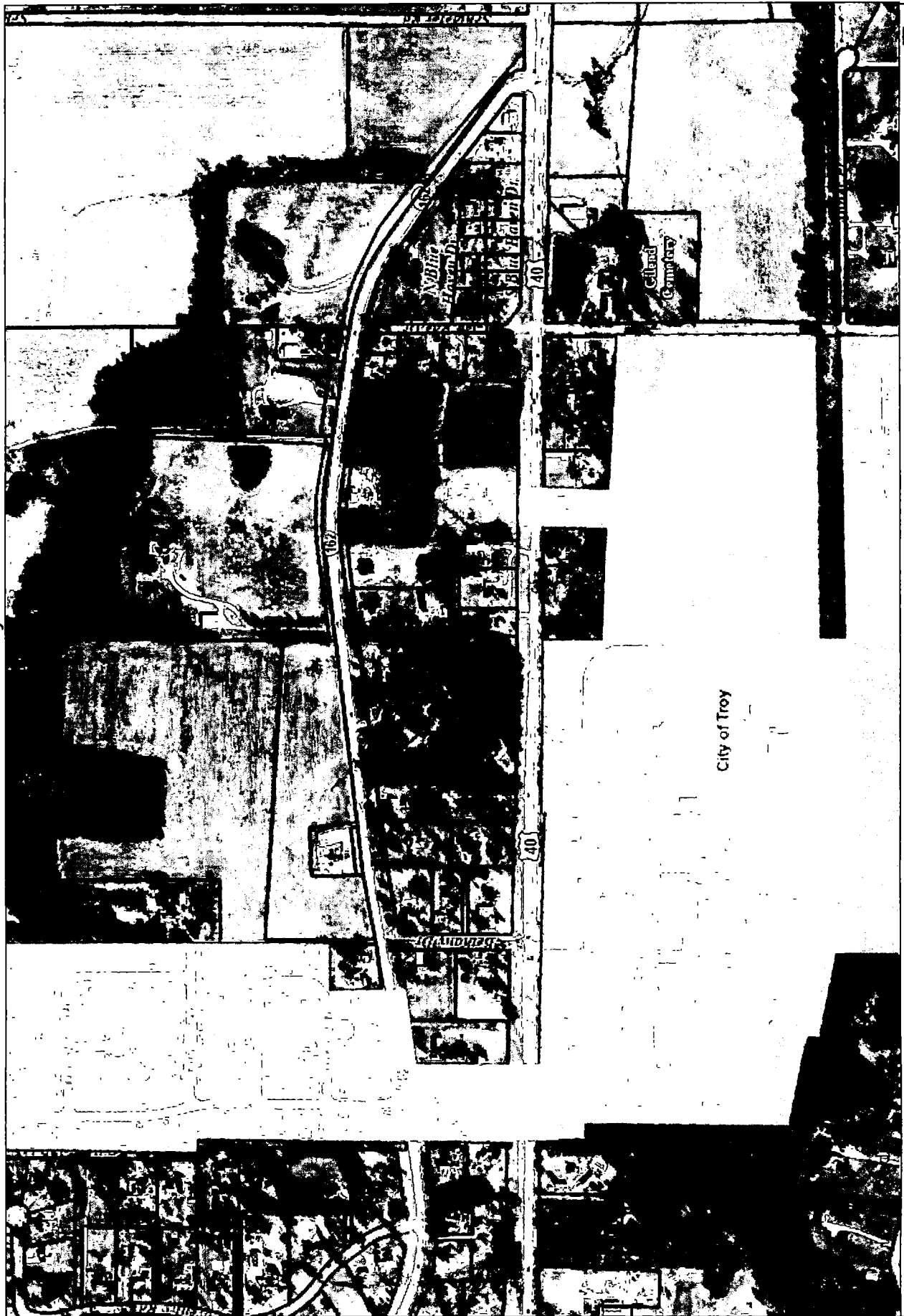
From the Southwest corner of the said Quarter-Quarter Section measure North along the West line thereof 372.5 feet to a point on the North right-of-way line of F.A. route 12 and marked U.S. Route 40 designated by an iron pin; thence measure East along the said right-of-way line for a distance of 120 feet to a point designated by an iron pipe, which point is the point of beginning of the tract herein described and conveyed; thence continuing East along said North right-of-way line for a distance of 120 feet to a point; thence North and parallel to the West line of said Quarter-Quarter Section 250 feet to a point; thence West 120 feet thence South 250 feet to the point of beginning.

Excepting therefrom a strip of ground along the South side of the land herein conveyed 24 feet in width, to be used by the Grantor and Grantees and their heirs, executors, administrators and assigns, for a roadway.

Excepting coal, oil gas and other minerals excepted or reserved in prior conveyances, if any.

Situated in the County of Madison and the State of Illinois.

722 E US Hwy 40



Author: [illegible]
Copyright: Itasca County Government

0 0.05 0.1 0.15 0.2 0.25 0.3 0.35 0.4 0.45 0.5 0.55 0.6 0.65 0.7 0.75 0.8 0.85 0.9 0.95 1.0

Scale: 1 inch = 0.1 mile

GIS
Data: 6/22/18
Time: 8:26 AM

CERTIFICATE OF PUBLICATION

State of Illinois)
County of Madison)

THIS IS TO CERTIFY, that the notice of which a printed copy is hereto annexed, was published once a week for 1 successive weeks in the TIMES-TRIBUNE, a newspaper of general circulation, published in the City of Highland, in said County and State, by Scott J. Hoskins, its publisher, and that the first insertion was made in the paper published on the 18 day of June, 2026 A.D., and said newspaper was regularly published for six months prior to date of first publication of said notice.

Printer's Fee - \$ 15.20

TIMES-TRIBUNE

By: _____

Highland, IL June 18, 2026 A.D.

NOTICE OF PUBLIC HEARING

A Public Hearing will be held on Monday, July 6, 2026, at 6:19 p.m. (or immediately following the previous meeting) at Troy City Hall, 116 E. Market Street, Troy, IL, to hear the petition for Water Service and Pre-Annexation submitted by: Randy Gibson - 723 East US Highway 40 - Troy, IL 62294 (parcel no 09-1-22-11-03-301-003). At this time, any proponents/opponents to the terms of the Water Service and Pre-annexation Agreement will be heard.

City Clerk - Kim Thomas

6-18

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City Clerk - Kim Thomas

6-18

END OF DOCUMENT