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RETURN TO:

**KIM THOMAS
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

2026R02186
STATE OF ILLINOIS
MADISON COUNTY
01/23/2026 09:26 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
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RHSPS FEE:
OF PAGES: 7

**CITY OF TROY
RESOLUTION NO. 2026 - 02**

CITY 50

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AND THE CITY TO ENTER INTO A LEASE AGREEMENT FOR
107 NORTH MAIN STREET**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 5TH DAY OF JANUARY, 2026**

RESOLUTION NO. 2026 - 02

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY TO ENTER INTO A LEASE AGREEMENT FOR 107 NORTH MAIN STREET
(3/4 vote required)**

WHEREAS, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City and its citizens to enter into a Lease Agreement with John Wesley Flatt regarding the property located at 107 North Main Street in Troy, Illinois, and

WHEREAS, the City and John Wesley Flatt have negotiated the terms and conditions of the Lease Agreement attached hereto and incorporated herein as Exhibit A, and the City believes that such terms and conditions are in the best interest of the health, safety and general welfare of its citizens.

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

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Lease Agreement, and further, the City Administrator is authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided 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 5th day of January, 2026.

Aldermen Vote:

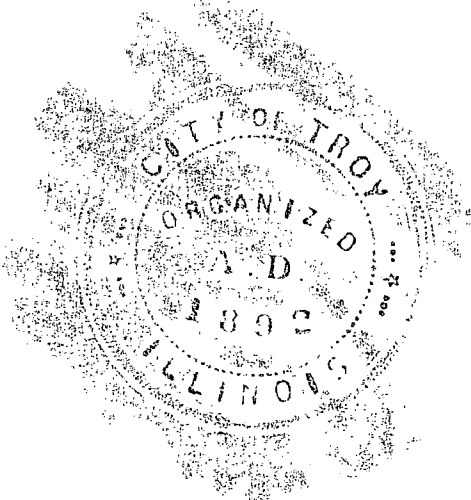
Dan Dawson	<input checked="" type="checkbox"/>	Sam Italiano	<input checked="" type="checkbox"/>	Ayes:	<u>8</u>
Tim Flint	<input checked="" type="checkbox"/>	Debbie Knoll	<input checked="" type="checkbox"/>	Nays:	<u>0</u>
Elizabeth Hellrung	<input checked="" type="checkbox"/>	Tony Manley	<input checked="" type="checkbox"/>	Absent:	<u>0</u>
Nathan Henderson	<input checked="" type="checkbox"/>	Troy Turner	<input checked="" type="checkbox"/>	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



LEASE AGREEMENT

Tenant Name: John Wesley Flatt

Landlord Name: City of Troy, Illinois

The premises and residence located thereon shall be used solely for residential purposes.

Period of this Lease Agreement: 6 months
Beginning: February 1, 2026.
Ending: August 1, 2026.

The address shall be: **107 N. Main Street, Troy IL 62294**
(Parcel No. 09-2-22-09-07-204-008)

Amount of Monthly Rent: \$500.00/month

The first month's rent is due on or before February 1, 2026. Thereafter, the rent is due on a monthly basis as described below, starting on March 1, 2026. If Tenant does not timely pay the first month's rent, Tenant is not entitled to possession of the premises or residence located thereon.

Rent is payable without demand or notice before 5:00 p.m. on the 1st day of the month. Checks or money orders shall be payable to the City of Troy, and shall be delivered or mailed to City Administrator Jay Keeven, 116 E. Market Street, Troy, Illinois 62294. Every adult resident is jointly and severally liable for rent payments under the terms of this Agreement. All payments are applied first to late fees, then damages, and then rent. Mailing the rent by the due date does not constitute payment. Rent must be delivered by the due date.

Period of Lease/Payment for Rent and other Payments Tenant Initial 

Late Fee or Delinquent Rent: If the rent is late, late fees listed below must be included with the rent. The Tenant must pay an additional \$5.00 per day as additional rent for each day the rent is late. Any dishonored checks (i.e. insufficient funds, etc.) shall be treated as unpaid rent and subject to a \$25.00 handling fee. The check must be made good by money order or certified funds within twenty-four (24) hours of notification. After two (2) returned checks, Tenant agrees to pay all future rents with certified funds.

Late Fees/Delinquent Checks Tenant Initial 

Release and Indemnification:

The Tenant hereby agrees to release Landlord from and against any and all suits, actions, claims, judgments, and expenses relating to any loss of life, bodily or personal injury, property damage, financial damage, or other demand, claim or action of any nature arising out of or related to this Agreement, the premises, or Tenant's occupancy or use of the premises (including, but not limited to, claims of negligence, gross negligence, breach of contract; etc.).

The Tenant also hereby agrees to indemnify, defend, and hold harmless Landlord from and against any and all suits, actions, claims, judgments, and expenses relating to any loss of life, bodily or personal injury, property damage, financial damage, or other demand, claim or action of any nature (including, but not limited to, claims of negligence, gross negligence, breach of contract; etc.) by any third parties (including, but not limited to Tenant's guests or invitees or trespassers) arising out of or related to this Agreement, the premises, or Tenant's occupancy or use of the premises.

Release and Indemnification Tenant Initial 

Utilities: Tenant is responsible for paying all utilities, including but not limited to water and sewer service, electric service and trash/recycling. Utilities must remain on throughout the term of this lease, plus an additional two (2) business days. At the end of this lease, it is the obligation of the Tenant to notify the utility companies to cease or disconnect services and to advise the Landlord of the date when the utility service will stop.

Utilities Tenant Initial 

Yardwork/Landscaping: Tenant shall perform all yardwork (grass mowing, watering, etc.) and maintain all landscaping.

Yardwork/Landscaping Tenant Initial 

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Snow & Ice Removal: Landlord is not responsible for snow or ice removal. Landlord assumes no responsibility for injury to persons or property resulting from snow or ice.

Snow & Ice Removal Tenant Initial 

Compliance with Restrictions & Ordinances: Tenant hereby agrees that in using the premises and residence located thereon, that he will comply with all applicable ordinances, codes (including building and zoning codes and health codes), state statutes, and all other applicable laws. Should any fine or penalty result from the violation of restriction, ordinance, code, statute, or other law, Tenant shall pay such fine or penalty.

Compliance with Restrictions/Ordinances Tenant Initial 

Tenant Responsibilities:

Tenant agrees to be responsible, among other things, for:

- #1 Paying for damages caused by themselves or their guests or invitees. Tenants are responsible for the actions and/or safety of their children.
- #2 Maintaining safe, clean and sanitary conditions.
- #3 Any ongoing pest control service including insect, rodent, or pest-control in the event it is needed. Landlord is not responsible for any damage done to the Tenant's person or property by such pest, or to the person or property of Tenant's family or any other persons on the premises.
- #4 For keeping smoke detectors operational and for changing the batteries as needed.
- #5 For clearing drains and toilets of any stoppages. If the Tenant allows a foreign object to fall into the garbage disposal, Tenant will be charged a service charge to dislodge the item.
- #6 Notifying the Landlord of any unsafe conditions and/or items in need of repair either inside or outside of the residence, provided that the Tenant is responsible for making all necessary repairs.
- #7 Tenant hereby states that he has inspected the premises and determined to his satisfaction that the smoke detectors, door locks and latches, window locks and latches, and any other security devices within the premises are adequate and in proper working order. Tenants are responsible for their own personal safety and security. Tenant acknowledges that Landlord is under no obligation or duty to inspect, test, or repair any security device.
- #8 Otherwise keeping the residence in as good of condition as it was delivered to Tenant, ordinary wear and tear expected.

Tenant Responsibilities Tenant Initial 

Default Remedies/Jury Trial Waiver/Venue Selection/Attorneys Fees:

- #1 Tenant is in default of the lease for any of the following:
 - (a) Rent has not been paid in advance for the first month.
 - (b) Rent is more than five (5) days late.
 - (c) People who are not listed on the lease reside in the home for more than ten (10) days.
 - (d) Tenant violates any of the terms of this lease.
- #2 When Tenant is in default of this lease, the Landlord shall have the right to enter and take possession of the premises. In the event Tenant defaults under any terms of this lease, Landlord may recover possession as provided by Illinois Law and seek monetary damages.
- #3 Tenant hereby acknowledges that he has a legal obligation to pay the rent on time each month regardless of other debts or responsibilities he may have. Tenant is fully liable for any back rent owed. Tenant also acknowledges that defaulting on this Agreement could result in a judgment being filed against him and a lien being filed against his current and future assets and earnings.
- #4 Landlord shall have the right to pursue any legal remedy provided for by law. Should any aspect of this Agreement or tenancy be litigated in civil court, Landlord and Tenant agree to waive their rights to a trial by jury and have the matter tried by a judge. Landlord and Tenant agree that the exclusive venue for such trial shall be the Circuit Court for Madison County, Illinois, and the parties consent to the jurisdiction and venue of said court.
- #5 In the event Landlord is forced to obtain a judgment against the Tenant, said judgment shall bear interest at 18% (or the maximum permitted by state law) until paid in full, and the Tenant shall be responsible for any expenses required to collect judgment. If either party files a lawsuit against the other arising out of or related to this lease, and Landlord prevails in said lawsuit, then Tenant shall be required to pay Landlord's reasonable attorney's fees and costs. Landlord may have a lien on all personal property on the premises (except property exempt by statutes) to secure payment of delinquent rent and other sums due under this lease.

Default Remedies/Jury Trial Waiver/Venue Selection/Attorneys Fees Tenant Initial 


Insurance: The Tenant hereby agrees that he shall purchase Renter's and Contents and Liability Insurance for the premises and residence thereon for the entirety of this lease and shall designate Landlord as an additional insured on such policies. Tenant shall forward proof of such insurance to Landlord as soon as practicable. Neither the Landlord nor the Landlord's insurance company shall be liable, or in any way responsible, for any damage to Tenant's property or of others entrusted to Tenant, nor for any loss or damage to any such property by theft, malfunction of appliances, equipment, water leaks, or otherwise. Landlord is not responsible for, and will not provide fire or casualty insurance for the Tenant's personal property. Landlord is not responsible for any personal or property loss or damages due to loss/failure of electricity, heat, water, refrigeration, telephone, sewer and/or any other public or privately supplied utility/service. This includes both Acts of God and man-made failures and shortcomings.

Insurance Tenant Initial



Casualty: If the residence on the premises thereon is made uninhabitable by fire, storm, or any other casualty, this Agreement shall be terminated without further obligation of the Landlord.

Casualty Tenant Initial



Lease Termination: Tenant's right to use the premises terminates when any of the following occur: the lease expires, the premises are abandoned, the Tenant returns the keys to the Landlord, the utilities are turned off, the residence is deemed uninhabitable for any reason, or Tenant breaches the lease and Landlord exercises its right to enter and take possession or the Tenant vacates the premises. By signing this Agreement, the Tenant agrees that upon surrender, abandonment, or the Landlord's exercise of its right to enter the premises, or any of the other circumstances described immediately above in this paragraph, that the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property. Any property left on the premises after the Tenant vacates the premises as described above will be considered abandoned and disposed of at the discretion of the Landlord. Tenant has twenty-four (24) hours to claim any property left on the premises after vacating, unless otherwise agreed to with the Landlord in writing. Tenant agrees to quit and deliver up the premises at the end of the lease in as good condition as they are now, ordinary wear and tear excepted.

Lease Termination Tenant Initial



Surrounding Acreage:

The Tenant shall have a non-exclusive right to use and enjoy the acreage surrounding the residence. However, the Tenant shall not alter the condition or appearance of the surrounding acreage.

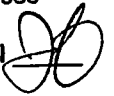
Non-Exclusive Use of Acreage/Non-Alteration Tenant Initial



Access to the Residence:

Landlord reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to workmen or contractors. The Landlord or its agents shall have free access to the premises for inspecting, examining, making repairs, alterations, or for showing the premises to others. Tenant agrees to cooperate with the Landlord in accessing the property. Whenever practicable, twenty-four (24) hour notice of the Landlord's intent to enter the residence will be given to the Tenant by telephone. However, notice is not a prerequisite to Landlord's right to enter for the purposes described in this paragraph.

Access to the Residence Tenant Initial



Alterations: If Tenant adds or changes locks on the premises, Landlord shall be given copies of the keys within twenty-four (24) hours, otherwise a locksmith will be called to re-key the locks at the Tenant's expense. Landlord must have keys for access to the premises in case of emergencies at all times.

Alterations Tenant Initial



General Conditions:

- #1 Tenant shall keep walkways, porches, patios, decks and yards neat and orderly, free of bicycles, toys, trash containers, etc.
- #2 Tenant agrees to keep trash picked up in the yard.
- #3 Loud parties, unseemly behavior, and inappropriate conduct are prohibited. Tenant and Tenant's guests must conduct themselves in a manner that will not unreasonably disturb the neighbor's peaceful and quiet enjoyment of the premises. Tenant shall not do any acts to intentionally harass the Landlord or neighbors.

- #4 Tenant may not assign or sublease the premises or the residence thereon.
- #5 For liability purposes, the residence may not be used for business purposes where customers come to the residence, e.g. baby-sitting and day care.
- #6 Tenant shall not conduct any activity deemed hazardous. Tenant agrees not to engage in any illegal activities on the premises nor will they allow others to do so.
- #7 Tenant is not authorized to obligate the Landlord for any contracted services or repairs.
- #8 Visitors cannot remain on the premises for more than ten (10) days without written authorization from the Landlord.
- #9 Good housekeeping is expected of everyone. Tenant agrees to keep the premises and residence thereon in a clean and sanitary condition, and to remove any trash or rubbish as it accumulates.
- #10 Tenant must report all service requests in a timely manner. Tenant shall be responsible for damage to windows, screens, doors, carpet, or vinyl. Tenant shall be responsible for damage caused by foreign objects in the disposal, drains and toilets.
- #11 Tenant agrees to replace the batteries in smoke / carbon monoxide detectors (required by law). Removing the batteries is a violation of the law.
- #12 Tenant agrees not to cause any liens to be placed upon the property.
- #13 Tenant understands that the premises and residence thereon is leased in "as is" condition.

General Conditions Tenant Initial 

Vehicles: Junk cars, cars on blocks, or nonfunctional vehicles are not allowed on the property and will be removed at the Tenant's expense. Tenant agrees not to repair his vehicle(s) on the premises if such repairs will take longer than a single day. Boats, recreational vehicles, trailers, or oversized trucks are not allowed on the premises. Parking or driving on the grass is not allowed.

Vehicles Policy Tenant Initial 

Repairs: Tenant is responsible for all repairs. If Tenant fails to make any repairs necessary to maintain the residence in a habitable condition, then this lease shall be deemed terminated and the Tenant must vacate the premises.

Repairs Tenant Initial 

Pets: All pets must be approved by the Landlord. Tenant may not house a pet of any kind on the premises, even temporarily, without first obtaining Landlord's written permission.

Tenant agrees as follows:

- a. Pets shall be leashed when in outdoor areas of the property;
- b. Tenant shall promptly clean up after pets;
- c. Tenant shall be responsible for the cost of repair of any property damage caused by pets;
- d. Tenant shall be responsible for any injuries caused by pets while on the property;
- e. Tenant shall ensure that pets comply with all laws, ordinances, rules and regulations;
- f. Landlord shall retain the right to revoke permission for pets to be on the premises. Revocation of permission shall be in writing. Upon revocation, the Tenant shall have thirty (30) days to make arrangements for pets to be relocated.

Pet Policy/Fees Tenant Initial 

Full Disclosure: The Tenant signing this Agreement hereby states that he fully understands all the provisions of the Agreement and the obligations and responsibilities of each party as spelled out herein. He further states that he agrees to fulfill his obligations in every respect or suffer the full legal and financial consequences of his actions or lack of action in violation of this Agreement. Signature by the Tenant on this Agreement is acknowledgement that he has received a signed copy of the Agreement and that Tenant agrees to all terms of this lease.

Full Disclosure Tenant Initial 

Cumulative Rights/No Waiver: All rights given to the Landlord by this Agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by the Landlord or failure to exercise any rights shall not act as waiver of those or any other rights.

Cumulative Rights/No Waiver Tenant Initial 

Severability: Any provision set forth in this lease that is contrary to state or federal law shall be treated by the Landlord and Tenant as void and if it was not set forth herein. Such provision, however, shall be given a construction that is permissible under state and federal law and which most closely effectuates the purpose of the original provision. In the case of a severed provision, all other provisions of this Agreement shall remain in full force and effect.

Severability Tenant Initial *JB*

Interpretations/Headings: Tenant agrees that the cannon of construction or interpretation against the drafter shall not apply to this lease. This lease shall be interpreted fairly and as if both parties had drafted it. Furthermore, the contents and sequence of the headings in this lease are for identification and convenience purposes only and shall have no bearing on the interpretation or construction of this lease.

Interpretations/Headings Tenant Initial *JB*

No Other Representations by Landlord/Tenant's Complete Agreement: Tenant hereby affirms that Tenant has thoroughly inspected the premises and residence thereon and personally determined that they are appropriate for Tenant's needs, and that Tenant is not relying on any other representation, written or oral, in making this determination. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this Agreement. There are no agreements between Landlord and Tenant expressed or implied, except for this written Agreement, and this is the complete Agreement between the Parties.

No Other Representations by Landlord/Complete Agreement Tenant Initial *JB*

Addresses For Notice: Any notice to the Landlord under this lease shall be made by mailing the same by first class U.S. Mail postage prepaid to the following address: City Administrator Jay Keeven, 116 E. Market Street, Troy, Illinois 62294. Any notice to Tenant under the lease shall be made by mailing the same by first class U.S. Mail postage prepaid to the following address: John Wesley Flatt, 107 N. Main Street, Troy, Illinois 62294. The parties may change the address for notice by sending a written change of address form to the other party at the above addresses using the above method of mailing.

Address For Notice Tenant Initial *JB*

Authority to Sign and Bind: The individual signing this Agreement as Tenant stipulates and warrants that he has the right to sign for and bind all occupants. Tenant hereby acknowledges that he has read this Agreement, understands it, agrees to it, and has been given a copy of it. All the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, and/or administrators.

Authority to Sign and Bind Tenant Initial *JB*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

"Landlord"

City of Troy, Illinois

By: *Dave Nonn*
Dave Nonn, Mayor

ATTEST: *Timothy Thomas*
City Clerk

"Tenant"

John Wesley Flatt

By: *John Wesley Flatt*
John Wesley Flatt

