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TROY, IL 62294**

**2026R17573
STATE OF ILLINOIS
MADISON COUNTY
06/22/2026 09:08 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
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OF PAGES: 7**

**CITY OF TROY
RESOLUTION 2026-18**

CTY 50

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AND THE CITY TO ENTER INTO A RIGHT-OF-WAY
ENCROACHMENT AGREEMENT FOR 102 AND 104 N MAIN
ST, TROY, ILLINOIS**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY,
ILLINOIS ON THIS 20TH DAY OF APRIL 2026**

RESOLUTION NO. 2026-18

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY TO ENTER INTO A RIGHT-OF-WAY ENCROACHMENT AGREEMENT FOR 102 AND 104 N MAIN ST, TROY, ILLINOIS

WHEREAS, the City Council of the City of Troy, Illinois, has determined that it is in the best interest of the City and its citizens to regulate and permit certain encroachments within public rights-of-way adjacent to various properties within the City; and

WHEREAS, the properties subject to such encroachments are identified and listed in *Resolution Exhibit A*, attached hereto and incorporated herein; and

WHEREAS, the Right-of-Way Encroachment Agreements with the respective property owners for each of the properties listed in Resolution Exhibit A are attached hereto; and

WHEREAS, the City Council finds that such Agreements establish appropriate conditions, protections, and obligations to ensure continued public use of the right-of-way while safeguarding the health, safety, and general welfare of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED 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 the Right-of-Way Encroachment Agreements for the properties listed in Exhibit A. The City Administrator is further authorized to take all actions and execute all documents necessary to carry out the intent of this Resolution.

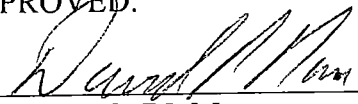
3. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

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 20th day of April, 2026.

Aldermen Vote:

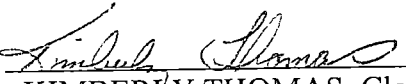
Dan Dawson	<u>✓</u>	Sam Italiano	<u>✓</u>	Ayes:	<u>7</u>
Tim Flint	<u>✓</u>	Debbie Knoll	<u>ABSENT</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>✓</u>	Heather Stirling	<u>✓</u>	Absent:	<u>1</u>
Nathan Henderson	<u>✓</u>	Troy Turner	<u>✓</u>	Abstain:	<u>0</u>

APPROVED:



DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:



KIMBERLY THOMAS, Clerk
City of Troy, Illinois

**RESOLUTION EXHIBIT A
ENCROACHMENT LICENSE AGREEMENT**

**REGARDING INSTALLATION AND MAINTENANCE WITHIN CITY RIGHT-OF-WAY OR
ON CITY PROPERTY**

Property Address(s): 102 N Main St, Troy, IL 62294
104 N Main St, Troy, IL 62294
Property Identification Number (PIN): 09-2-22-09-07-204-012

This Agreement, made this ____ day of _____, 2026, between [hereinafter referred to as "Owner(s)"] and the CITY OF TROY, an Illinois Municipal Corporation (hereinafter referred to as the "City");

WHEREAS: Owner(s) owns or otherwise has an interest in the following real estate (hereinafter referred to as the "Property"):

Commonly known as:
102 N Main St, Troy, IL 62294 and 104 N Main St, Troy, IL 62294
(PIN: 09-2-22-09-07-204-012)

WHEREAS, Owner(s) currently has or will be modifying the exiting entrance ADA ramp and a planting/landscape structure (hereinafter referred to as the "Improvement") within the City property or City right-of-way which is located adjacent to the Owner(s) Property described as follows or as shown on Agreement Exhibit A.

NOW, THEREFORE, in consideration of the City's authorization for the Owner(s) to place and maintain the Improvement on City property and also of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Owner(s), as well as any successor in title to the Property, shall be responsible, jointly and severally, for the following:
 - a. All maintenance, repair and replacement of such Improvement.
 - b. The Improvement shall be maintained and operated in such a way that it does not damage or otherwise create defects within the City property or City right-of-way, including any adjoining sidewalk or street.
 - c. The Improvement shall be maintained and operated in such a way that it does not create a hazard or otherwise dangerous condition upon City property or within the City right-of-way, including any adjoining sidewalk or street.
 - d. The Improvement shall be installed, operated and maintained in conformance with manufacturers' specifications in full compliance with the ordinances of the City of Troy and the laws of the State of Illinois.
 - e. The property or right-of-way of the City shall be restored upon installation, maintenance or repair of the Improvement, to a condition substantially equivalent to the condition before the Improvement, or to such other condition as the City Manager may direct. Thereafter, the City property or City right-of-way shall be maintained in a clean and safe condition.

- f. Upon demand from the City, Owner(s) shall immediately correct any defect or remove any debris from the City property or City right-of-way which, in the sole determination of the City, presents an unsightly or unsafe condition. Provided, however, nothing contained herein shall impose upon the City any duty or obligation to maintain the City property or City right-of-way or to effect any repairs on the Improvement.

The City shall have the right to enter upon the City property or City right-of-way and to remove or otherwise render safe the Improvement when, in the sole determination of the City, such action is necessary to protect the public health, welfare or safety. Owner(s) shall remain responsible for all expenses incurred by the City in effecting said repairs or removing said debris from the Improvement as provided herein.

- g. The Owner(s)' General Liability Insurance policy shall endorse the City, its officers, boards, commissions, elected and appointed officials, agents and employees as Additional Insureds. The insurance policy (Certificate of Insurance attached hereto as Exhibit B) shall provide for a minimum coverage of \$1,000,000 general liability per occurrence, \$2,000,000 aggregate.

If the Owner(s)' employs contractors, subcontractors or independent contractors to install or maintain the Improvement, the Owner(s)' shall insure that these contractors maintain appropriate levels of insurance and that the City is named as additional insured under each policy.

The insurance policies required under this Section shall be occurrence based and shall be maintained by the Owner(s). Proof of such insurance shall be submitted to the City prior to installation of the Improvement. Each policy of insurance shall provide that it not be canceled nor materially changed without sixty (60) days written notice to the City Administrator.

- h. The Owner(s) shall indemnify and hold harmless the City, its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses which may arise directly or indirectly from the use, existence, condition, installation, repair, operation, or maintenance of the Improvement.
2. Neither the City, its officers, agents or employees, including any public utility that is authorized to use the public property or rights-of-way, shall be liable for any damage incurred to the Improvement during or as a result of any repair, maintenance, operation, use, or installation of equipment or facilities within City property or City right-of-way, including tree maintenance and removal and snow removal.
3. This Agreement shall run with the land and be binding upon the Owner(s), their heirs, successors and assigns.
4. The Owner(s) agrees that the grant of license shall not otherwise modify or remove any other requirements or rights established pursuant to any other public easements or covenants of record. The parties agree that this license is subject to any rights of third parties in the property or right-of-way and the City makes no warranty regarding Owner(s) right to use the encroachment area except as regards to the interest of the City. Owner(s) assumes all risk in the placement of Owner(s)' Improvement and shall be responsible for removal or relocation of Owner(s)'

Improvement in the event that any utility, including the City, requires to work within the City property or City right-of-way on public facilities located therein.

5. A fully executed copy of this Agreement shall be recorded in the Office of the Madison County Recorder by the City Clerk upon execution.
6. At any time, the City may terminate the Owner(s)' rights and responsibilities hereunder upon notice to the Owner(s) or resident. Upon termination, the City will execute a release to be filed with the Madison County Recorder of Deeds Office. In the event of such termination, Owner(s) shall cause the removal of the Improvement and shall return the City property or City right-of-way to substantially the same condition as when this Agreement was executed. In the event Owner(s) fails to effect such removal, the City shall have the right to enter upon the City property or City right-of-way and remove Owner(s)'s Improvement. All costs of said removal as provided herein shall be borne by the Owner(s) and shall be paid to the City upon demand.
6. The Owner(s) hereby warrants that he/she/they has/have full power and authority to execute this covenant.

WINMILL PROPERTIES LLC 112 S MAIN ST TROY, IL 62294

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Owner(s):

Andy Winters
Signature

Andy Winters
Printed/Typed Name

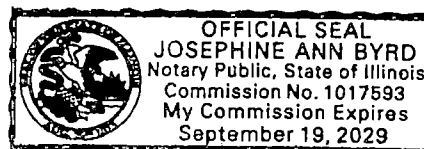
City of Troy

J. Keene
City Administrator

Attest:

Subscribed and sworn to before me this ____ day of __, 20____. *Kimberly Thomas*
City Clerk

[Signature]
Notary Public



AGREEMENT EXHIBIT A

Part of the Northeast Quarter of Section 9, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the intersection of the north right-of-way line of Market Street with the west right-of-way line of Main Street; thence North 08 degrees 17 minutes 02 seconds East on said west right-of-way line, 33.00 feet to the Point of Beginning.

END OF DOCUMENT