

**RECORDING
NOT REQUIRED**

RETURN TO:

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

**CITY OF TROY
RESOLUTION 2026-40**

**A RESOLUTION AUTHORIZING THE CITY OF TROY TO ACCEPT
AN AGENCY FOR COMMUNITY TRANSIT (ACT) TO CONSTRUCT
A SHARED USE PATH EXTENSION FROM SERENADE PARK TO
"THE FORUM"**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 8TH DAY OF SEPTEMBER 2026**

RESOLUTION NO. 2026 - 40

A RESOLUTION AUTHORIZING THE CITY OF TROY TO ACCEPT AN AGENCY FOR COMMUNITY TRANSIT (ACT) TO CONSTRUCT A SHARED USE PATH EXTENSION FROM SERENADE PARK TO "THE FORUM"

WHEREAS, the City Council of Troy believes it is in the best interest of the City and its citizens to accept an ACT grant for the construction of a shared use path extension from Serenade Park to "the Forum" housing site; and

WHEREAS, the funding for this project will exceed the actual amount granted from ACT and additional potential grant funding; and

WHEREAS, the City of Troy agrees to fund the completion of the project from another source.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Troy hereby directs the Mayor and City Administrator to act as the authorized representatives in accepting this ACT grant and execute documents required to accept funding for this project.

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 8th day of September, 2026.
Aldermen:

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

Sam Italiano ✓
Debbie Knoll ✓
Heather Stirling ✓
Troy Turner ABSENT

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

APPROVED

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

ATTEST:

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





Agency for Community Transit
1 Transit Way
Pontoon Beach, IL 62040
618-797-4600

August 20, 2026

Via First Class Mail

Jay Keeven, City Administrator
City of Troy
116 East Market Street
Troy, IL 62294

RE: ACT Community Action Grants Program
Grant Award CY26-54-1
Shared-Use Path Extension from Serenade Park to "The Forum"

Dear Mr. Keeven:

The Agency for Community Transit (ACT) Board of Directors and staff are pleased to inform you that the above referenced project has been approved for ACT Community Action Grants Program funding in the amount of one hundred thousand dollars (\$100,000.00).

The enclosed Project Agreement, provided in duplicate, outlines the terms and conditions of grant acceptance. Please sign both agreements and return one executed agreement to ACT's Grants Manager within the next 90 days. Once fully executed, your agency may begin incurring costs in accordance with the grant application and Project Agreement terms.

For questions or technical support, contact:

Miriam Bell
ACT Grants Manager
618-797-4600 ext. 2007
ACTGrants@insideact.org

Thanks for all that you do to make Madison County a better place to live, learn, and work. We look forward to working with you!

Sincerely,



SJ Morrison
Executive Director

SJR/mb

Enclosures - Project Agreement (2)
- ACT Community Action Grants Program Reimbursement Request Form
- Return envelope for executed agreement

ACT Board of Directors

Mark Achenbach (President), Ron Jedda (Vice-President), Lisa Ciampoli, Chrissy Wiley,
Patrick McRae, Angelia Gower, Diane Coppens.



Project Agreement

CY26-54-1

This Project Agreement is entered into on this thirteenth day of August 2026 between **AGENCY FOR COMMUNITY TRANSIT ("ACT")** and **CITY OF TROY ("Project Sponsor")**.

Whereas, the Project Sponsor has submitted an application to ACT for the Community Action Grants Program concerning the project the Sponsor has designated "Shared-Use Path Extension from Serenade Park to "The Forum"". Whereas this grant is for the exclusive purpose of supporting the Project Sponsor's transportation related project within Madison County, Illinois. Now, therefore, ACT has approved the project and agrees to award a grant in the amount of One Hundred Thousand Dollars (\$100,000.00). The Parties to this Project Agreement agree to the following:

Execution & Termination: The project period begins upon the date the last person signs this Project Agreement. Expiration of this Project Agreement shall be December 31, 2029. Costs incurred prior to a fully executed Project Agreement are ineligible for reimbursement. ACT reserves the right to terminate this Project Agreement if the Project Sponsor fails to start the project within one (1) year of the Project Agreement's execution date. The Project Sponsor shall make reasonable and timely progress on the project and advise ACT of project's status on a regular basis. Projects not completed, in whole or in part regardless of reason by the expiration of the Project Agreement period, may be ineligible for funding in future ACT grant cycles.

Reimbursement: Payment by ACT shall be made on a reimbursement basis for a completed project. The Project Sponsor shall complete and submit an ACT Grant Reimbursement Request Form along with applicable supporting documentation. Final inspection and acceptance of the completed project must be made by an ACT representative for reimbursement to be issued. ACT's payment will be made payable to the Project Sponsor.

Financial Records: All funds expended by the Project Sponsor in conjunction with the project must comply with Local, State, and Federal laws pertaining to the expenditure of public funds. Documentation of project costs and payments may be requested by ACT. All project records must be maintained for a period of no less than five (5) years, or longer if required by law.

Acknowledgment: Upon ACT Board approval of the Application and receipt of the executed Project Agreement with ACT, all press/public communications in reference to the project by the Project Sponsor shall state that it is funded in whole or in part by ACT. Acknowledgment must be included in any publicly shared drafts of the plan, as well as the final version. To satisfy this requirement, the Project Sponsor must insert, where deemed appropriate, ACT's logo. If ACT logo is used, ACT must review all public materials prior to release to ensure all brand standards are observed.

Insurance: Project Sponsor and any contractor hired or retained by the Project Sponsor in connection with this project shall maintain all necessary insurance in full force and effect throughout the term of Project Agreement.

Indemnification: The Project Sponsor and contractors shall indemnify, defend, and hold harmless ACT, its board members, employees and agents from all claims, liabilities, obligations, and causes of action which arise in connection with this Project.

Assignment: Project Sponsor agrees that this Project Agreement shall not be assigned or transferred without the written consent of ACT and that any successor to the Project Sponsor's rights under this Project Agreement will be required to accede to all of the terms, conditions and requirements of the Agreement as a condition precedent to such succession.

Amendment: The parties agree that no change or modification to this Project Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

Compliance with Law: The Project Sponsor shall comply with all applicable laws, ordinances, and codes of the United States, the State of Illinois, and local governments, including, but not limited to, Title VII of the Civil Rights Act of 1964, and no person shall, on the grounds of race, color, national origin, sex, age, religion, sexual orientation, veteran status, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any grant, program, or activity for which the Project Sponsor receives assistance from ACT. Project Sponsor acknowledges that it has performed due diligence to assure its Project complies with the requirements of the Americans with Disabilities Act of 1990.

Project Sponsor, by its undersigned duly authorized representative, acknowledges that this fully executed agreement serves as a Notice to Proceed, and it agrees to all of the foregoing terms and conditions of the ACT Community Action Grant in consideration for the making of the grant to the Project Sponsor. The undersigned representative of the Project Sponsor further certifies to his or her authority to execute this agreement on behalf of the Project Sponsor.

Project Sponsor:

DAVID I. NONN Mayor TROY
(Printed Name and Title)
[Signature]
(Signature of Authorized Representative)
8 SEPT 2026
(Date)

Agency for Community Transit:

Steven J. Morrison, Executive Director
[Signature]
(Signature of Executive Director)
8/19/2026
(Date)

**AGENCY FOR COMMUNITY TRANSIT
COMMUNITY ACTION GRANTS PROGRAM
REIMBURSEMENT REQUEST FORM**

Submit your reimbursement request within 90 days of project completion. Please allow 45 days after Agency for Community Transit (ACT) receives this packet for verification of documentation, final approval of the reimbursement request, project inspection, and actual grant reimbursement payment. ACT may request additional documentation, which could extend this timeframe.

Project Title: _____

Date of Project Completion: _____

Project Sponsor: _____

Project Sponsor Mailing Address: _____

Project Contact Name & Title: _____

Project Contact Phone: _____

Project Contact E-mail: _____

Enter the following totals. Only include applicable and eligible costs related to the project scope and project components approved by and on file with ACT.

- A. Acquisition, A&E, and construction costs \$ _____
- B. Operating, Programmatic, and Other Costs \$ _____
- C. Total Project Costs (A + B) \$ _____
- D. Less: Federal, state, or local grants (*excluding* ACT) \$ _____
- E. Less: Ineligible amount that exceeds the grant \$ _____
- F. Total Reimbursement Request (*C minus D & E*) \$ _____ (must be $\leq$ original grant)

Certification Statement

I do hereby certify that the information presented in this reimbursement request is accurate. The undersigned acknowledges and represents that he/she has the authority and permission to execute this Reimbursement Request and to bind the organization or entity thereby.

Signature: _____ Date: _____

Printed Name: _____

Printed Title: _____

FOR OFFICE USE ONLY

Inspection Date: _____ Inspected by: _____

Date Received: _____ Verified by: _____ Approved by: _____