

**City of Litchfield
City Council Meeting Agenda
City Hall
February 5, 2026
6:30 p.m.**

Call Meeting to Order
Pledge to Flag
Roll Call
Recognition of Scott Hogue for 25 years of service to the Police Auxiliary
City Report
Public Participation
Appointments:

Other Business:

1. A motion to accept the regular meeting minutes from the January 22, 2026 meeting.
2. A motion to approve the expenditure report and payroll report for the current period.

Old Business:

New Business:

1. Lake Department - Robbin Huffman - A motion to approve an ordinance establishing requirements for hunting registration on City of Litchfield property, providing for the regulation of hunting activities, registration procedures, and compliance with applicable local, state and federal laws.
2. Water Department - Bob Garcia - A motion to accept a bid from Henson & Robinson Company for the replacement of the first floor HVAC unit at the water treatment plant for an amount not to exceed \$14,614.00.
3. Wastewater - Bob Garcia - A motion to approve emergency work completed in relation to the wastewater facility influent building flood.
4. Street Department - Dwayne Gerl - A motion to approve a resolution authorizing a change order to the IDOT waterline extension for a deduction of \$4,833.85 and an extension to the contract.
5. Street Department - Dwayne Gerl - A motion to approve a resolution approving change orders requested by Haier Plumbing for installation of a water main at Jackson & Columbia Streets for an amount not to exceed \$17,485.82.
6. Fire Department - Marilyn Sisson - A motion to approve a resolution waiving competitive bidding requirements and authorizing the emergency repair of a Squad 810 by Mid State Fire Repair.

7. Fire Department - Marilyn Sisson - A motion to approve an ordinance approving and authorizing the rental agreement with Mid State Fire Repair for the rental of an engine.
8. Economic Development - Ray Kellenberger - A motion to approve a Resolution approving and authorizing the Mayor to execute a façade improvement grant agreement with the Kimberlee Davidson Revocable Living Trust for 314 N. Monroe, PIN# 10-33-385-014 and other actions related thereto.
9. Tourism - Josh Hughes - A motion to approve marketing funds for the Litchfield Museum and Route 66 Welcome Center.

Executive Session

A Motion to Enter into Executive Session, as allowed under the Illinois Open Meetings Act, as found in Chapter 5 of the Illinois Compiled Statutes, Section 120, to address these certain and restricted items:

1. “Discussion of minutes of meeting lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.” (5ILCS 120/2(2)(C)(21))
2. “The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.” (5ILCS 120/2(C)(5))
3. “The appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body...” (5ILCS 120/2(2)(C)(1))

New Business

1. A motion to approve the Executive Session minutes from January 22, 2026.

Adjournment

**City of Litchfield
City Council
February 5, 2026**

Agenda Item: A motion to approve an ordinance establishing requirements for hunting registration on City of Litchfield property, providing for the regulation of hunting activities, registration procedures, and compliance with applicable local, state and federal laws.

Background: The City of Litchfield owns a significant amount of property that attracts many hunters each year, yet at present there is no system in place to register those individuals. Without a registration requirement, the City has no reliable knowledge of how many hunters are utilizing its property at any given time, which poses challenges for public safety, resource management, and enforcement of state and local laws. Establishing a hunting registration process will promote the safe and responsible use of City property and allow the City to adopt additional rules as necessary to protect both residents and natural resources. By implementing this ordinance, the City will gain essential information on hunting activity, improve compliance with existing laws, and create a framework for enforcement should violations occur.

Budget Impact: Minimal budget impact for printing registration forms, windshield cards, and maps of approved hunting areas. The Lake Department has funds available in the Printing budget.

Recommendation: The Lake Superintendent, City Administrator, and City Council Lake Liaison recommend a motion to approve an ordinance establishing requirements for hunting registration on City of Litchfield property, providing for the regulation of hunting activities, registration procedures, and compliance with applicable local, state and federal laws.

Supporting material:

1. Hunting Registration Form
2. Maps of Approved Hunting Areas

ORDINANCE NO: _____

**ORDINANCE AMENDING CITY CODE, CHAPTER 96: LAKE LOU YAEGER
REGULATIONS**

WHEREAS, the City of Litchfield, Montgomery County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined that it is necessary to amend Chapter 96 of the City Code by adding Section 96.304 to implement a registration system for individuals desiring to hunt on land owned by the City; and

WHEREAS, City has determined that it is necessary to amend Chapter 96 by adding Section 96.304 of the City Code to effectuate an orderly process of registering individuals to allow City to track the number of individuals utilizing property owned by City.

WHEREAS, City has determined that any individual desiring to utilize City lands for the purpose of hunting shall complete the City Hunting Registration Form attached hereto as **Exhibit A** and shall be in compliance with all other City ordinances, state, and federal law; and.

WHEREAS, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to amend Chapter 96 of the City Code in order to implement a registration system for individuals desiring to hunt on land owned by the City; and

WHEREAS, the City Council finds that the Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code to implement a registration system for individuals desiring to hunt on land owned by the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Litchfield, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Litchfield, Illinois.

Section 2. Title IX, Chapter 96: Lake Lou Yaeger Regulations, shall now state:

§ 96.304 City Hunting Registration

(A) Purpose

To promote safety and protect property, the following ordinance establishes a registration system requiring individuals to complete a yearly Hunting Registration Form with the City prior to being permitted to performing any action under this Chapter.

(B) Conditions and Rules

All individuals properly registered with the City to perform hunting actions as described in this Chapter shall be subject to the following conditions and rules:

- (1) All hunters must possess a valid Illinois State Hunting License and abide by all Illinois Department of Natural Resources (IDNR) regulations.
- (2) Archery and shotgun/rifle hunting allowed north of 16th Ave on west side of lake and north of 16th Ave/Waresgrove Ave on east side of lake. No hunting allowed south of 16th Ave to Yaeger Lake Trail. Archery hunting only south of Yaeger Lake Trail to Hwy 16.
- (3) No public hunting on CRP lease properties. Refer to provided map for marked CRP properties.
- (4) No archery hunting within 100 yards of a residence. No shotgun/rifle hunting within 300 yards of a residence.
- (5) Vehicles must be parked off the side of roadways or in designated parking areas. Do not park in or block residential driveways.
- (6) Windshield registration card must be displayed in parked vehicle windshield while hunting.
- (7) Walk in/walk out hunting only permitted. Off-highway vehicles (OHV) such as ATVs, SXS, UTVs, snowmobiles, dirt bikes, and similar vehicles are prohibited from use on City of Litchfield property per State Statute – 625 ILCS 5/11-1427(h) Illegal Operation of an ATV or Off-Highway Motorcycle and City Codes 73.04(B), 73.05(B), and 96.051. Only exception being to put up and remove stands/decoys and retrieve harvest.
- (8) All stands/blinds must be labeled with name and phone number of owner/hunter.
- (9) Each registered hunter will receive 2 deer stand tags that will allow the hunter to leave those 2 stands out all year. Additional deer stands/blinds can be put out on City of Litchfield property starting August 1st and must be removed by February 1st or stand will be subject to removal/seizure by Lake Department.
- (10) Duck Blinds – Prior year hunters have until October 1 to renew blind location. On October 2, any available blind locations will be leased on a first come first serve basis. Blinds cannot be set up until November 1 unless permission is received by Lake Superintendent. Floating blinds are not allowed. Blinds must be 400' apart. Name and phone number must be clearly marked on duck blinds and decoys. Blinds must be removed at the end of season.
- (11) Leave no trace: ALL litter, casings, and hunting equipment must be removed.
- (12) This registration is non-transferable.

(C) Duration

All registrations completed and field with the City pursuant to this Section shall be valid for a duration of one (1) year upon acceptance by the City. Individuals shall be required to complete

and file a new Hunting Registration Form with the City upon the expiration of any Hunting Registration Form that was previously accepted under this Section.

Section 3. Any Ordinances or City Code provisions that conflict with the changes stated herein are hereby repealed and replaced by this Ordinance.

Section 4. That this Ordinance shall be known as Ordinance No: _____ and shall be effective upon adoption with implementation date of _____

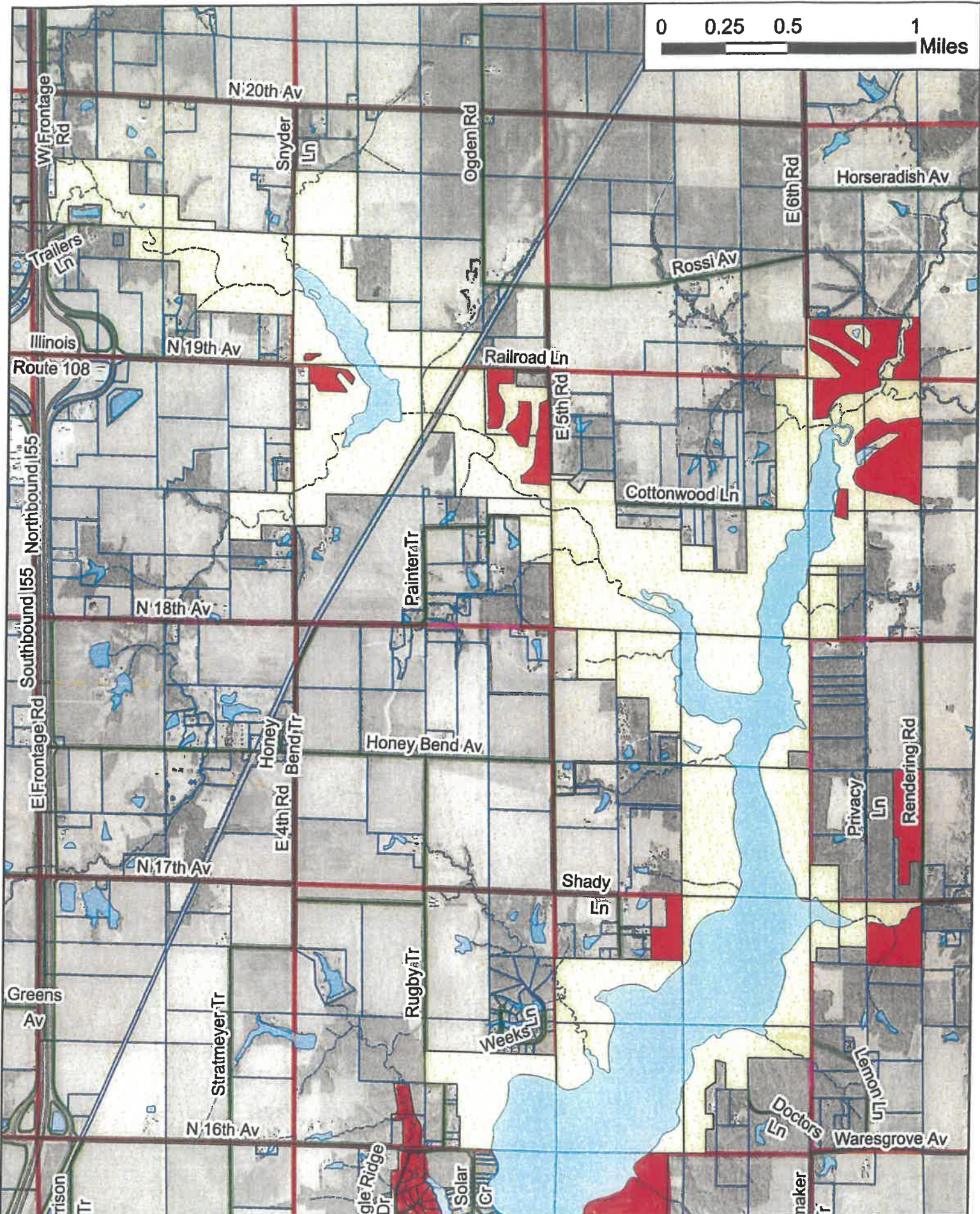
This Ordinance adopted by the City Council of the City of Litchfield, Illinois and deposited and filed in the office of the City Clerk on the __ day of _____, 2026, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:
NOES:

Jacob Fleming
Mayor
City of Litchfield
Montgomery County, Illinois

Vickie Throne
City Clerk
City of Litchfield
Montgomery County, Illinois

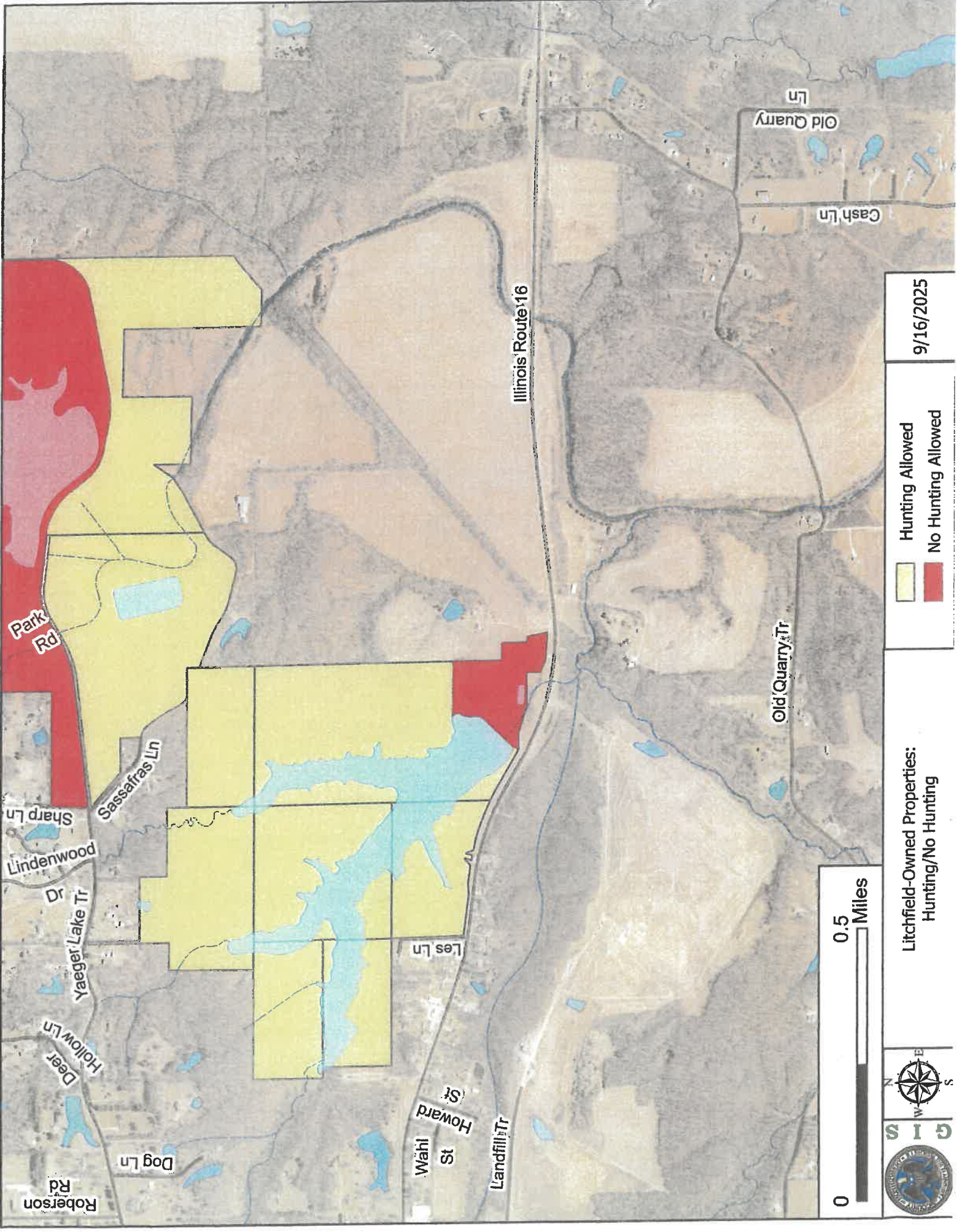
0 0.25 0.5 1 Miles



Litchfield-Owned Properties:
Hunting/No Hunting

- Hunting Allowed
- No Hunting Allowed

10/24/2025



9/16/2025

Hunting Allowed
No Hunting Allowed

Litchfield-Owned Properties:
Hunting/No Hunting

0 0.5 Miles



CITY OF LITCHFIELD

GUEST HUNTING REGISTRATION FORM

Guest Name: _____

Guest Address: _____

Guest Phone Number: _____

Date In: _____ Date Out: _____

Sponsor's Registration Number: _____

CITY OF LITCHFIELD

GUEST HUNTING REGISTRATION FORM

Guest Name: _____

Guest Address: _____

Guest Phone Number: _____

Date In: _____ Date Out: _____

Sponsor's Registration Number: _____

CITY OF LITCHFIELD

GUEST HUNTING REGISTRATION FORM

Guest Name: _____

Guest Address: _____

Guest Phone Number: _____

Date In: _____ Date Out: _____

Sponsor's Registration Number: _____

CITY OF LITCHFIELD

GUEST HUNTING REGISTRATION FORM

Guest Name: _____

Guest Address: _____

Guest Phone Number: _____

Date In: _____ Date Out: _____

Sponsor's Registration Number: _____

Hunting/Fishing FAQs

What is the registration process?

Hunters must visit the marina store or lake office one time per year to complete a simple free registration form. After registering, hunters will receive:

- A signed copy of the registration form
- Hunting area maps
- A windshield card
- A wallet size card

Signed registration forms are kept at the lake office for city records only. No personal information will be given out unless in an emergency situation to appropriate personnel.

What is a windshield card?

The windshield card contains no personal information. It is placed in the vehicle's windshield to show that the vehicle is parked on city property for hunting purposes.

What is a wallet size card?

Wallet size card is to be kept on the hunter while hunting to show they have registered as walk in hunters will not have a windshield card to display.

Why do we need registration?

Registration allows the city and lake department to:

- Maintain an accurate count of hunting activity
- Keep hunters accountable
- Provide hunters with an accurate map of allowed hunting areas
- Reduce disputes and calls to Conservation Officers and the Lake Superintendent

Who needs to fill out a registration form?

Anyone (16 years old +) that plans on hunting deer, turkey, waterfowl, or other land-based animals on city property.

Is there a fee for registration?

No. Registration is free

Can hunters use ATVs or side-by-sides (SXS) on city property?

Motorized vehicles are not allowed on city property per state statute and city codes (625 ILCS 5/11-1427(h) *Illegal Operation of an ATV or Off-Highway Motorcycle and City of Litchfield Codes 73.04(B), 73.05(B), and 96.051*). However, we do allow hunters to use ATV / SXS to put up and remove stands/decoys and to retrieve their harvest.

Is night fishing at Lake Lou Yaeger allowed?

Yes, night fishing has always been and will continue to be allowed.

Can we fish from the spillway creeks by the dam?

Yes, fishing from the spillway creeks is allowed as always. However, fishing from the spillway box, chute, concrete dissipaters, and gabion baskets is prohibited.

Can I put up a tent and camp by the spillway creek?

No, camping on city property is only permitted in marked campgrounds.

Will I be allowed to leave my stand up all season?

Yes, deer stands/blinds can be left on city property all season. They must be labeled with the owner's name and phone number. Stands can be put up starting September 1st and must be removed by February 1st each year.

Can the OnX hunting app show the CRP leases as no hunting allowed?

We are working with OnX to get the CRP leases on city property listed as no hunting. Hopefully that will be available soon but until that time paper maps have been created for hunters. Each hunter will receive a copy of the maps with their registration form. There are extra copies available at the Marina Store and Lake Office as well as posted outside the Marina Store.

Where can hunters and fishermen park?

We have several parking lots in LLYRA that are available for parking including the two smaller lots on the west and east sides of the dam. All parking areas close at 10:00 pm to not encourage loitering, vandalism, and/or overnight stays. However, if you are night fishing parking is allowed any time. Hunters can park off the roadway near their chosen hunting location on city property. Please be considerate of homeowners that live near city property and do not block driveways. We are choosing locations for potential small parking areas for hunters and will begin creating them in the near future.

CITY OF LITCHFIELD
Hunting Registration

Registration Number: _____

Date Issued: _____

Expiration Date: _____

Registration Holder Information:

- Full Name: _____

- Address: _____

- Phone Number: _____

- Driver's License/ID #: _____

- Emergency Contact Name & Phone Number: _____

Type of Game Authorized:

- Deer
- Turkey
- Waterfowl
- Small Game
- Other: _____

Property Information:

- Authorized Hunting Area(s): _____

- Access Point(s): _____

In an emergency please dial 911, not an emergency but need assistance:

IDNR Conservation Officer - 217-670-9454

Lake Superintendent - 217-313-1189

Litchfield Police - 217-324-5991

Litchfield Fire - 217-324-4042

Hunting Conditions & Rules:

1. All hunters must possess a valid Illinois State Hunting License and abide by all Illinois Department of Natural Resources (IDNR) regulations.
2. Archery and shotgun/rifle hunting allowed north of 16th Ave on west side of lake and north of 16th Ave/Waresgrove Ave on east side of lake. No hunting allowed south of 16th Ave to Yaeger Lake Trail. Archery hunting only south of Yaeger Lake Trail to Hwy 16.
3. No public hunting on CRP lease properties. Refer to provided map for marked CRP properties.
4. No archery hunting within 100 yards of a residence. No shotgun/rifle hunting within 300 yards of a residence.
5. Vehicles must be parked off the side of roadways or in designated parking areas. Do not park in or block residential driveways.
6. Windshield registration card must be displayed in parked vehicle windshield while hunting.
7. Walk in/walk out hunting only permitted. Off-highway vehicles (OHV) such as ATVs, SXS, UTVs, snowmobiles, dirt bikes, and similar vehicles are prohibited from use on City of Litchfield property per State Statute – 625 ILCS 5/11-1427(h) Illegal Operation of an ATV or Off-Highway Motorcycle and City Codes 73.04(B), 73.05(B), and 96.051. Only exception being to put up and remove stands/decoys and retrieve harvest.
8. All stands/blinds must be labeled with name and phone number of owner/hunter.
9. Each registered hunter will receive 2 deer stand tags that will allow the hunter to leave those 2 stands out all year. Additional deer stands/blinds can be put out on City of Litchfield property starting August 1st and must be removed by February 1st or stand will be subject to removal/seizure by Lake Department.
10. Duck Blinds – Prior year hunters have until October 1 to renew blind location. On October 2, any available blind locations will be leased on a first come first serve basis. Blinds cannot be set up until November 1 unless permission is received by Lake Superintendent. Floating blinds are not allowed. Blinds must be 400' apart. Name and phone number must be clearly marked on duck blinds and decoys. Blinds must be removed at the end of season.
11. Leave no trace: ALL litter, casings, and hunting equipment must be removed.
12. This registration is non-transferable.

Registration Holder Acknowledgement:

I acknowledge that I have read and understand the above rules and agree to abide by all regulations of the City of Litchfield and IDNR. I accept all liability and understand that hunting is at my own risk.

Signature: _____

Date: _____

Authorized By:

Signature: _____

Date: _____

HUNTING VEHICLE

City of Litchfield Lake Department
4943 Beach House Trail
Litchfield, Illinois 62056
217-324-5441

Registration Number:

Date:

Vehicle Type:

Lake Staff Signature:

HUNTING VEHICLE

City of Litchfield Lake Department
4943 Beach House Trail
Litchfield, Illinois 62056
217-324-5441

Registration Number:

Date:

Vehicle Type:

Lake Staff Signature:

**City of Litchfield
City Council
February 5th, 2026**

Agenda Item: A motion to accept a bid from Henson & Robinson Company for the replacement of the first floor HVAC unit at the water treatment plant for an amount not to exceed \$14,614.00.

Background: The first floor HVAC unit at the water treatment plant is in dire need of replacement. It is having trouble maintaining a comfortable temperature of 68 degrees. It has been checked and maintained over the years but is due for replacement.

This was the lowest of 7 bids.

Financial Impact: Water enterprise funds are available.

Recommendation: The City Administrator, Public Works Coordinator and the Interim Water Supervisor recommend the above.

BID OPENING: January 21, 2026 AT 2:00 PM

1/21/2026

2:00 P.M.

RFP# 25-14

For: Roof-Mounted Pkg HVAC Unit RTU-Water Plant

WATER TREATMENT PLANT

DATE REC'D:	TIME RECEIVED:	BIDDER:	BID AMOUNT
1/20/2026	3:49 P.M.	Henson Robinson Company Springfield, IL	\$14,614.00
1/21/2026	10:27 A.M.	Neuhaus Heating & Air Inc. Litchfield, IL	\$18,994.16
1/21/2026	10:54 A.M.	Hussain Ezzy Tiles in Style LLC DBA Taza Supplies South Holland, IL	\$34,800.00
1/21/2026	12:56 P.M.	GRP Wegman Bethalto, IL	\$22,925.00
1/21/2026	1:40 P.M.	E.L. Pruitt Co. Springfield, IL	\$27,167.00
1/21/2026	1:43 P.M.	Langhauser Sheet Metal Highland, IL	\$17,460.00
1/21/2026	1:49 P.M.	Loellke Plumbing Jerseyville, IL	\$19,985.00
1/21/2026			

City of Litchfield
City Council
February 5, 2026

Agenda Item: A motion to approve emergency work completed in relation to the wastewater facility influent building flood.

Background: During early morning of 15 January 2026 the WWTF influent building experienced pump control issues which rendered the influent building pumps inoperable for approximately 6 hours. During this time, water flooded the influent well and the basement, which submersed three influent pumps and two primary sludge pumps. Various contractors, electrical service technicians and staff worked diligently to restore treatment plant operations with no impact to City residents or the environment.

Financial Impact: Although unbudgeted, funds are available in the sewer enterprise fund.

Recommendation: It is the recommendation of the Wastewater Treatment Facility Plant Manager, Sewer Department Council Liaison and the City Administrator to pay bills related to the influent building electrical power failure and authorize the City Clerk to issue checks for work completed.

Supporting Material:

1. C And C Pumps Invoices \$32,107.11

C and C Pump Rentals
 13085 Route 37
 Marion, IL 62959
 Phone: 618-997-2311
 Fax: 618-997-2312



Rental Invoice

Date	Invoice #
1/1/2026	REN04131

Bill To
Litchfield City Hall 120 E Ryder Street Litchfield, IL 62056

Ship To
Litchfield WWTP 1350 E Ryder St Litchfield, IL 62056
Equipment _____

Renter is responsible for maintenance every 250 hours of runtime. PM Services are not included in rental pricing.

Due Date	Terms	Ship Date	Shipped Via	Contract No.	P.O. Number	
1/31/2026	Net 30	12/15/2025	CCPS Truck	R501584		
Description			Quantity	Price Each	U/M	Amount
8GST2408-T4D 8" Tier 4 with DEF - Global Standard Trash Pump. Auto priming to 28' venturi/compressor combination, cast iron pump end. Kubota V3800 - 114 HP engine Trailer mounted. CUTTER BLADES - WITH DEF			1.00	3,680.00	ea	3,680.00
Hours Out: 602 Fuel: 3/4			1.00	0.00		0.00
Rental Period: 12-15-25 to 1-11-26						
Float Switch Assembly Two 50ft Floats			1.00	135.00	ea	135.00
8" X 10' Suction Hose w/ QD Fittings			4.00	297.00	ea	1,188.00
8" X 50' Oroflex Layflat Discharge Hose w/ QD Fittings			11.00	585.00	ea	6,435.00
8" 90 Degree QD Elbow Fitting			3.00	85.50	ea	256.50
Sales Tax - Avalara Software				0.00		0.00

Invoice Total	\$11,694.50
Payments/Credits	\$0.00
Balance Due	\$11,694.50

PAYMENT TERMS ARE BASED UPON INVOICE DATE
A LATE FEE OF 1.5% PER MONTH (18% PER YEAR) WILL BE ADDED TO ALL PAST DUE BALANCES

C and C Pump Rentals
 13085 Route 37
 Marion, IL 62959
 Phone: 618-997-2311
 Fax: 618-997-2312



Rental Invoice

Date	Invoice #
1/6/2026	REN04133

Bill To
Litchfield City Hall 120 E Ryder Street Litchfield, IL 62056

Ship To
Litchfield WWTP 1350 E Ryder St Litchfield, IL 62056
Equipment

Renter is responsible for maintenance every 250 hours of runtime. PM Services are not included in rental pricing.

Due Date	Terms	Ship Date	Shipped Via	Contract No.	P.O. Number	
2/5/2026	Net 30	12/15/2025	CCPS Truck	R501583		
Description			Quantity	Price Each	U/M	Amount
8GST2404-T4D			1.00	5,322.86	ea	5,322.86
Global Standard Trash Pump. OT						
Hours Out: 1258.0 In: 1499			1.00	0.00		0.00
Fuel: 3/4 Fuel: Full						
Rental Period: 12-15-25 to 12-30-25						
8GST2409-T4D			1.00	197.14	ea	197.14
- Global Standard Trash Pump OT						
Hours Out: 377.0			1.00	0.00		0.00
Fuel: Full						
Rental Period: 12-31-25 to 12-31-25						
Float Switch Assembly Two 50ft Floats			1.00	135.00	ea	135.00
8" X 10' Suction Hose w/ QD Fittings			4.00	297.00	ea	1,188.00
8" X 50' Oroflex Layflat Discharge Hose w/ QD Fittings			11.00	585.00	ea	6,435.00
8" 90 Degree QD Elbow Fitting			3.00	85.50	ea	256.50
12K - SKYTRACK			1.00	1,738.80	ea	1,738.80
Labor, Install, Delivery 12-15-25			1.00	5,070.64	ea	5,070.64
Supplies			1.00	68.67		68.67
Labor, Swap 12-31-25			1.00	1,357.50	ea	1,357.50
Discount - Labor, Swap 12-31-25				-1,357.50		-1,357.50
Sales Tax - Avalara Software				0.00		0.00

Invoice Total	\$20,412.61
Payments/Credits	\$0.00
Balance Due	\$20,412.61

PAYMENT TERMS ARE BASED UPON INVOICE DATE
A LATE FEE OF 1.5% PER MONTH (18% PER YEAR) WILL BE ADDED TO ALL PAST DUE BALANCES

**City of Litchfield
City Council
February 5th, 2026**

Agenda Item: A motion to approve a resolution authorizing a change order to the IDOT waterline extension for a deduction of \$4,833.85 and an extension to the contract.

Background: There were several deductions in the amount of material needed to complete this job.

Also, due to waiting on the railroad to provide flaggers for work under the railroad, extra time is needed to complete this job. The Contractor is requesting an extension from January 11th until April the 30th, 2026.

Financial Impact: Funds will be reimbursed to IDOT, as they are fully reimbursing the City for the project.

Recommendation: The City Administrator, Street Superintendent, and Public Works Coordinator recommend the above.

RESOLUTION NO. _____
RESOLUTION APPROVING CHANGE ORDER TO DECREASE THE CONTRACT
AMOUNT WITH HAIER PLUMBING & HEATING INC. FOR THE WATERLINE
EXTENTION AND THE EXTENSION OF THE CONTRACT

WHEREAS, the City of Litchfield, Montgomery County, Illinois (“City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City previously contracted with Haier Plumbing & Heating, Inc. (“Haier”) to provide municipal water and sewer at the IDOT maintenance yard located at 13456 Old Route 66, Litchfield, IL (“IDOT Maintenance Yard Project” or “Project”) for \$825,598.00; and

WHEREAS, Haier has submitted a Change Order which reflects a reduction in the costs for materials for the Project which decreases the contract price by a total amount not to exceed \$4,833.85 (*See* Haier Change Order, attached hereto as **Exhibit A**); and

WHEREAS, HMG Engineers, City’s retained engineer for the Project, has informed the City Council that adjustments to the original contract price are necessary due to reductions in material provided by Haier Plumbing & Heating, Inc. (*See* HMG Memorandum, attached hereto as **Exhibit B**); and

WHEREAS, the due to waiting on the railroad to provide flaggers for work under the railroad, extra time is needed to complete the Project; and

WHEREAS, the Change Order includes an extension of the Project deadline from January 11, 2026, to April 30, 2026; and

WHEREAS, City has determined the Haier Change Order should be accepted and approved for the Project. (*See* **Exhibits A and B**); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve the Haier Change Order as stated herein (*See* **Exhibit A**); and

WHEREAS, City has determined that the Mayor should be authorized and directed, on behalf of City, to execute any documents required to approve the Haier Change Order as stated herein (*See* **Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LITCHFIELD, MONTGOMERY COUNTY, ILLINOIS:

Section 1. The foregoing recitals are incorporated herein as express findings of fact and legislative intent of the City Council of the City of Litchfield, Illinois.

Section 2. The Haier Change Order (*See Exhibit A*) is approved.

Section 3. The Mayor is authorized and directed, on behalf of City, to execute any documents necessary to give effect to this Resolution and approve the Haier Change Order as stated herein (*See Exhibit A*).

Section 4. This Resolution will be in full force and effect upon its passage and approval in accordance with the law.

Passed by the City Council of the City of Litchfield, Illinois, and deposited and filed in the office of the City Clerk on the ____ day of _____, 2026, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Jacob Fleming
Mayor
City of Litchfield
Montgomery County, Illinois

ATTEST:

Vickie Throne
City Clerk
City of Litchfield
Montgomery County, Illinois

SECTION 00 63 63

CHANGE ORDER NO.: 1-Final

Owner: City of Litchfield Owner's Project No.: _____
 Engineer: HMG Engineers, Inc. Engineer's Project No.: 8541.3
 Contractor: Haier Plumbing & Heating, Inc. Contractor's Project No.: _____
 Project: Water & Sewer Extensions to IDOT Maintenance Facility
 Contract Name: _____
 Date Issued: 1-21-26 Effective Date of Change Order: 1-21-26

The Contract is modified as follows upon execution of this Change Order:

Description:

Final Quantities Adjustment and time extension.

Attachments:

Haier Plumbing Change Order Request #1

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>825,598.00</u>	Original Contract Times: Substantial Completion: <u>December 12, 2025</u> Ready for final payment: <u>January 11, 2026</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>825,598.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 12, 2025</u> Ready for final payment: <u>January 11, 2026</u>
Decrease this Change Order: \$ <u>4,833.85</u>	Increase this Change Order: Substantial Completion: <u>11 days</u> Ready for final payment: <u>109 days</u>
Contract Price incorporating this Change Order: \$ <u>820,764.15</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 23, 2025</u> Ready for final payment: <u>April 30, 2026</u>

Recommended by Engineer (if required)
 By: *Justin Vander Haar*
 Title: Water Team Leader
 Date: 1-21-26

Accepted by Contractor
James C. Rosal
President
1/21/2026

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)



301 North Elkton Street - P. O. Box 400 - Okawville, IL 62271
 Phone: 618-243-5908 - Fax: 618-243-5900

**CITY OF LITCHFIELD, IL - WATER & SEWER EXTENSIONS
 TO IDOT MAINTENANCE FACILITY**

CHANGE ORDER REQUEST #1 - 1758LIF

TO: Justin Vonder Haar, HMG Engineers

DATE: 20-Jan-26

E-mail:

REVISED

EXTRA: Contract Quantity Adjustments

ITEM	DESCRIPTION	QUANTITY	UNIT	NEW UNIT PRICE	TOTAL COST
1	6" Dia. C900 DR-18 PVC Water Main, 42" Min. Bury	-79	LF	\$ 32.00	\$ (2,528.00)
2	8" Dia. C900 DR-18 PVC Water Main, 42" Min. Bury	-40	LF	\$ 42.00	\$ (1,680.00)
3	6" Dia. C900 DR-18 Rest, Jt.	-10	LF	\$ 80.00	\$ (800.00)
10	2" Dia. HDPE DR11 Force Main, Hydraulically Jack	5	LF	\$ 250.00	\$ 1,250.00
11	2" Dia. HDPE DR11 Force Main, 60" Min. Bury	-264	LF	\$ 16.00	\$ (4,224.00)
12	2" Dia. HDPE DR11 Force Main, 60" Min. Bury	100	LF	\$ 50.00	\$ 5,000.00
15	Select Granular Backfill	-33.67	CY	\$ 55.00	\$ (1,851.85)
					\$ -
TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST					\$ (4,833.85)

**City of Litchfield
City Council
February 5th, 2026**

Agenda Item: A motion to approve a resolution approving change orders requested by Haier Plumbing for installation of a water main at Jackson & Columbia Streets for an amount not to exceed \$17,485.82.

Background: Additional work needed to be done to install the Jackson & Columbia Street watermain. This included tying into a larger line than what was shown on the plans and making larger connections than what was shown on the plans.

Financial Impact: Water enterprise funds are available.

Recommendation: The City Administrator, Public Works Coordinator and the Street Supervisor recommend the above.

RESOLUTION NO. _____
**RESOLUTION APPROVING CHANGE ORDER TO INCREASE THE CONTRACT
AMOUNT WITH HAIER PLUMBING & HEATING, INC. FOR THE JACKSON
STREET AND COLUMBIA STREET WATER MAIN PROJECT**

WHEREAS, the City of Litchfield, Montgomery County, Illinois (“City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City previously contracted with Haier Plumbing & Heating, Inc. (“Haier”) to replace the water main on Jackson Street and Columbia Street (“Jackson Street and Columbia Street Water Main Project” or “Project”) for \$367,715.00; and

WHEREAS, Haier has submitted a Change Order which reflects additional necessary materials and repairs for the Project which increase the contract price to an amount not to exceed \$17,485.82 (*See* Haier Change Order, attached hereto as **Exhibit A**); and

WHEREAS, Haier, has informed the City Council that adjustments to the original contract price are necessary for the following reasons:

1. Extra Work Items Performed on Job
2. Church School Tie-in
3. Church 2” Service Reconnect
4. Apartment Tie-in
- 5.

(*See Exhibit A*); and

WHEREAS, City has determined the Haier Change Order should be accepted and approved for the Project based on the following:

1. the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed,
2. the change is germane to the original contract as signed, and
3. the change is in the best interest of the City and authorized by law

(*See Exhibits A*); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve the Haier Change Order as stated herein (*See Exhibit A*); and

WHEREAS, City has determined that the Mayor should be authorized and directed, on behalf of City, to execute any documents required to approve the Haier Change Order as stated herein (*See Exhibit A*).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF LITCHFIELD, MONTGOMERY COUNTY, ILLINOIS:**

Section 1. The foregoing recitals are incorporated herein as express findings of fact and legislative intent of the City Council of the City of Litchfield, Illinois.

Section 2. The Haier Change Order (*See Exhibit A*) is approved.

Section 3. The Mayor is authorized and directed, on behalf of City, to execute any documents necessary to give effect to this Resolution and approve the Haier Change Order as stated herein (*See Exhibit A*).

Section 4. This Resolution will be in full force and effect upon its passage and approval in accordance with the law.

Passed by the City Council of the City of Litchfield, Illinois, and deposited and filed in the office of the City Clerk on the ____ day of _____, 2026, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:
NOES:

APPROVED:

Jacob Fleming
Mayor
City of Litchfield
Montgomery County, Illinois

ATTEST:

Vickie Throne
City Clerk
City of Litchfield
Montgomery County, Illinois



301 North Elkton Street - P. O. Box 400 - Okawville, IL 62271
 Phone: 618-243-5908 - Fax: 618-243-5900

CITY OF LITCHFIELD, IL - JACKSON STREET & COLUMBIA STREET WATER MAIN REPLACEMENT

CHANGE ORDER REQUEST #1 - 1818LWM

TO: City of Litchfield DATE: 18-Nov-25

ATTN: Bill Grider, Public Works Coordinator

RE: **Extra Work Items Performed on Job - need to add to contract. Plans called for this to be a 6", but they found it to be a 10" when opened up.**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	10" Line Stop	1	EA	\$ 9,000.00	\$ 9,000.00
2	10" Cap (2) & Block	1	EA	\$ 1,500.00	\$ 1,500.00
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL CHANGE ORDER REQUEST AMOUNT					\$ 10,500.00

HAIER PLUMBING & HEATING, INC.



301 North Elkton Street - P. O. Box 400 - Okawville, IL 62271
Phone: 618-243-5908 - Fax: 618-243-5900

CITY OF LITCHFIELD, IL - JACKSON STREET & COLUMBIA STREET WATER MAIN REPLACEMENT

CHANGE ORDER REQUEST #2 - 1818LWM

TO: City of Litchfield

DATE: 15-Jan-26

ATTN: Bill Grider, Public Works Coordinator

RE: 10/22/25: Church School Tie-in (extra work/material involved in this tie in). The engineer didn't show this extra work/material on the plans - was not included in original bid but needed in order to complete the tie-in.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Case 590 Backhoe w/ Operator	2.5	HRS	\$ 185.00	\$ 462.50
2	Labor: Plumbers (2 @ 2.5 hours each)	5	HRS	\$ 125.00	\$ 625.00
3	Labor: Laborer	2.5	HRS	\$ 110.00	\$ 275.00
	6" Tapping Sleeve w/ Gate (billing on contract Line 6)				
4	4" C900 Pipe	7	LF	\$ 7.18	\$ 50.26
5	4" 90 Elbow	2	EA	\$ 89.47	\$ 178.94
6	4" D.I. Megalug	1	EA	\$ 34.52	\$ 34.52
7	4" PVC Megalug	4	EA	\$ 39.59	\$ 158.36
TOTAL CHANGE ORDER REQUEST AMOUNT					\$ 1,784.58

HAIER PLUMBING & HEATING, INC.



301 North Elkton Street - P. O. Box 400 - Okawville, IL 62271
 Phone: 618-243-5908 - Fax: 618-243-5900

CITY OF LITCHFIELD, IL - JACKSON STREET & COLUMBIA STREET WATER MAIN REPLACEMENT

CHANGE ORDER REQUEST #3 - 1818LWM

TO: City of Litchfield

DATE: 15-Jan-26

ATTN: Bill Grider, Public Works Coordinator

RE: **10/23/25: Church 2" Service Reconnect. Service reconnects were 1" according to plans and this was a 2" - extra time and material.**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Case 590 Backhoe w/ Operator	2	HRS	\$ 185.00	\$ 370.00
2	Labor: Plumbers (2 @ 1.5 hours each)	3	HRS	\$ 125.00	\$ 375.00
3	Labor: Laborer	2	HRS	\$ 110.00	\$ 220.00
4	6" x 2" Brass Saddle	1	EA	\$ 159.14	\$ 159.14
5	2" Corp	1	EA	\$ 474.50	\$ 474.50
6	2" CTS Comp. Coupling	1	EA	\$ 266.60	\$ 266.60
7	2" Poly Pipe	5	LF	\$ 4.15	\$ 20.75
8	2" Stiffeners	2	EA	\$ 5.85	\$ 11.70
					\$ -
TOTAL CHANGE ORDER REQUEST AMOUNT					\$ 1,897.69



301 North Elkton Street - P. O. Box 400 - Okawville, IL 62271
 Phone: 618-243-5908 - Fax: 618-243-5900

CITY OF LITCHFIELD, IL - JACKSON STREET & COLUMBIA STREET WATER MAIN REPLACEMENT

CHANGE ORDER REQUEST #4 - 1818LWM

TO: City of Litchfield DATE: 15-Jan-26
 ATTN: Bill Grider, Public Works Coordinator

RE: 10/24/25; Apartment Tie-In (extra work/material involved in this tie-in). The engineer didn't show this extra work/material on the plans - was not included in original bid but needed in order to complete the tie-in.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Case 590 Backhoe w/ Operator	4	HRS	\$ 185.00	\$ 740.00
2	Labor: Plumbers (2 @ 4 hours each)	8	HRS	\$ 125.00	\$ 1,000.00
3	Labor: Laborer	4	HRS	\$ 110.00	\$ 440.00
4	Tandem Truck w/ Driver	3	HRS	\$ 150.00	\$ 450.00
	6" Tapping Sleeve w/ Gate (billing on contract Line 6)				\$ -
5	4" C900 Pipe	42	LF	\$ 7.18	\$ 301.56
6	6" x 4" Reducer	1	EA	\$ 99.87	\$ 99.87
7	4" Sleeve	1	EA	\$ 117.21	\$ 117.21
8	6" D.I. Megalug	1	EA	\$ 36.14	\$ 36.14
9	4" PVC Megalug	3	EA	\$ 39.59	\$ 118.77
					\$ -
TOTAL CHANGE ORDER REQUEST AMOUNT					\$ 3,303.55

**City of Litchfield
City Council
February 5th, 2026**

Agenda Item: A motion to approve a resolution waiving competitive bidding requirements and authorizing the emergency repair of a Squad 810 by Mid State Fire Repair.

Background: Squad 810 had the check engine light come on, which prompted the codes to be read. Mid State Fire Repair was contacted to review why the check engine light came on. During their inspection, they found that the DEF system has a fault. While performing that work, they determined that Squad 810 has a blown head gasket. Local Fire Apparatus vendor Mac's Fire and Safety has connected the Litchfield Fire Department with Mid State Fire Repair to perform the service work. They will correct the DEF problem and Blown Head Gasket while the truck is out of service.

Budget Impact: This repair was budgeted for in the vehicle repair line. We do have an estimate but it could require additional parts or labor once the technician starts the repair.

Recommendation: The City Administrator, the Fire Chief, and the Fire Department Liason recommend a motion to approve a resolution waiving competitive bidding requirements and authorizing the emergency repair of a Squad 810 by Mid State Fire Repair.

Supporting material: Estimate from Mid State Fire Repair

RESOLUTION NO. _____

**RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING EMERGENCY EXPENDITURES FOR THE LITCHFIELD FIRE
DEPARTMENT**

WHEREAS, the City of Litchfield, Montgomery County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, the Fire Chief has informed the City Council that the Litchfield Fire Department ("LFD") has had the check engine light illuminate on a Squad 810, which prompted codes to be read; and

WHEREAS, the Fire Chief has informed City Council that Mid State Fire Repair ("Mid State") was contacted to review the check engine light and discovered that the DEF system has a fault and that the Squad 810 has a blown head gasket; and

WHEREAS, the Fire Chief has informed the City Council immediate correction is needed to address emergency issues with the LFD; and

WHEREAS, the Fire Chief has identified the following expenditures as Emergency Expenditures:

- Delete ERG & DERF - \$5,000.00
- Blown head gasket – \$3,300.00
- Upper engine gasket kit - \$490.66
- CCV Filter - \$227.91
- Oil pan gasket - \$774.05
- Air Compressor \$2,870.30
- Pump packing replaced or tightened on Hale pump - \$1,275.00
- ATF - \$98.55
- ZM Hale Packing Kit - \$287.00
- Rear Brakes - \$600.00
- PM Service - \$375.00
- Oil Filter - \$47.89
- Fuel Filter - \$49.76
- Castrol Semi Synthetic Bulk Oil - \$214.20
- Multi-Purpose Grease - \$13.11
- Exhaust Strap Repair - \$75.00
- Rental - \$750.00
- Shop Supplies - \$150.00

(collectively referred to as “Emergency Expenditures”) (See Quotes for Emergency Expenditures attached hereto as **Exhibit A**); and

WHEREAS, the Fire Chief has informed the City Council that the Emergency Expenditures total \$16,598.43 (See **Exhibit A**); and

WHEREAS, the Fire Chief has informed the City Council that the repair was budgeted for in the vehicle repair line, but the repair could require additional parts or labor; and

WHEREAS, the Fire Chief desires to waive the normal and customary bidding process and authorize Emergency Expenditures as stated herein; and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to authorize the Emergency Expenditures; and

WHEREAS, City has determined it to be appropriate to waive the normal and customary bidding procedures and authorize the Emergency Expenditures; and

WHEREAS, City authorizes and directs the Mayor to execute any documents necessary to waive customary bidding procedures and authorize the Emergency Expenditures as stated herein.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Litchfield, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Litchfield, Illinois.

Section 2. The Emergency Expenditures, as stated herein, are approved.

Section 3. The Mayor is directed and authorized, on behalf of the City of Litchfield, to execute any documents necessary to waive normal and customary bidding and authorize the Emergency Expenditures.

Section 4. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with Illinois law.

Passed by the City Council of the City of Litchfield, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____ 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Jacob Fleming
Mayor
City of Litchfield
Montgomery County, Illinois

ATTEST:

Vickie Throne
City Clerk
City of Litchfield
Montgomery County, Illinois

Mid-State Fire Repair.

309 West South Street
 PO Box 143
 Atlanta, IL 61723
 krisl@midstatefire.biz
 1-217-648-4114

Estimate **SO-2907**Date: **1/12/2026**

Description:

Bill To

Litchfield FPD*

Remit Payment To

Mailing Address
 309 West South Street
 PO Box 143
 Atlanta, IL 61723

Service Order**Purchase Order****Authorizer**

SO-2907

Item	Description	Quantity	Rate	Amount
Labor	Delete ERG & DEFF	33.33333	\$150.00	\$5,000.00
			Subtotal	\$5,000.00
Labor	blown head gasket- upper engine gasket kit including CCV filter	22.00000	\$150.00	\$3,300.00
Parts	upper engine gasket kit - 5579344CUM	1	\$490.659	\$490.66
Parts	CCV filter - CV50628	1	\$227.906	\$227.91
			Subtotal	\$4,018.57
Labor	oil pan gasket	4.50000	\$150.00	\$675.00
Parts	oil pan gasket - 5332563CUM	1	\$99.0495	\$99.05
			Subtotal	\$774.05
Labor	air compressor	3.00000	\$150.00	\$450.00
Parts	air compressor - 5473184RXCUM	1	\$2,420.301	\$2,420.30
			Subtotal	\$2,870.30
Labor	pump packing replaced or tightened on Hale pump	8.50000	\$150.00	\$1,275.00
Parts	ATF dex3 - 75-200	6	\$16.42532	\$98.55
Parts	ZM Hale Packing Kit - 296-0030-10-0	1	\$287.00	\$287.00

Item	Description	Quantity	Rate	Amount
			Subtotal	\$1,660.55
Labor	rear brakes	4.00000	\$150.00	\$600.00
			Subtotal	\$600.00
Labor	PM Service	1.00000	\$375.00	\$375.00
Parts	oil filter - LF9009	1	\$47.8935	\$47.89
Parts	fuel filter - FF63054	1	\$49.764	\$49.76
Parts	15W40 Castrol Semi Synthetic Bulk Oil - 15w40-2	30	\$7.14	\$214.20
Parts	Multi- Purpose Grease - Valvoline Crimson #2 Multi-Purpose Grease	1	\$13.1075	\$13.11
			Subtotal	\$699.96
Labor	exhaust strap repair	0.50000	\$150.00	\$75.00
			Subtotal	\$75.00
Labor	rental of T1343	5.00000	\$150.00	\$750.00
			Subtotal	\$750.00
	Shop Supplies			\$150.00
Unit: 810 VIN: IF9455823KH14752			Labor	\$12,500.00
FERARRA			Parts	\$3,948.43
Chassis: 0 Miles			Subtotal	\$16,598.43
Engine: 0 Hours			Local (0% of \$12,500.00)	\$0.00
			Total	\$16,598.43

*: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.

The details and the estimate for the repairs provided above are based on our first inspection and do not constitute a guarantee that no further work or parts will be required. The estimate is not a guarantee of the final price of the repairs. The total bill of work and final price will be as per the details available on completion of the repairs. Other terms and conditions as applicable. If you authorize us to perform the above repairs, either verbally or in writing, you agree to pay in full for the work performed and parts required.

Customer Signature: _____

Printed Name: _____ Date: _____

City of Litchfield
City Council
February 5th, 2026

Agenda Item: A motion to approve an ordinance approving and authorizing the rental agreement with Mid State Fire Repair for the rental of an engine.

Background: The Litchfield Fire Department needs to have a second Engine while Squad 810 is out of service for the DEF and Head Gasket repair.

Budget Impact: This will be paid for out of the Vehicle Repair line and was included in their estimate to repair Squad 810.

Recommendation: The City Administrator and the Fire Chief recommend a motion to approve an ordinance approving and authorizing the rental agreement with Mid State Fire Repair for the rental of an Engine.

Supporting material: The agreement and ordinance are attached.

ORDINANCE NO. _____

**APPROVING POOL RENTAL AGREEMENT BETWEEN
CITY OF LITCHFIELD, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION
AND MID STATE FIRE REPAIR, LLC OF A 1999 PIERCE FIRE ENGINE, FOR THE
TERM OF 5 DAYS**

WHEREAS, the City of Litchfield, Montgomery County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City desires to enter into an agreement with Mid State Fire Repair LLC (hereinafter “Mid State”) for the City’s leasing, of a 199 Pierce Fire Engine (“Engine”) for five (5) days for a total amount of \$750.00; and

WHEREAS, the Mid State has submitted to City a proposed Lease Agreement (hereinafter “Agreement;” attached hereto as **Exhibit A**) for providing such services; and

WHEREAS, City finds the terms of the proposed Agreement (**Exhibit A**) with the Mid State to be acceptable; and

WHEREAS, City determined it to be in the best interests of public health, safety, general welfare and economic welfare to accept the Agreement with Mid State based on the reasons as stated herein; and

WHEREAS, the Mayor should be authorized and directed to execute any and all documents necessary to effectuate the Agreement (**Exhibit A**) on behalf of the City of Litchfield, Illinois, an Illinois Municipal Corporation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Litchfield, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Litchfield, Illinois.

Section 2. The Agreement (**Exhibit A**) with the Mid State, is approved.

Section 3. The City Manager is hereby authorized and directed to execute any and all documents necessary to effectuate the Agreement (**Exhibit A**).

Section 4. This Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Litchfield, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____ 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Jacob Fleming
Mayor
City of Litchfield
Montgomery County, Illinois

ATTEST:

Vickie Throne
City Clerk
City of Litchfield
Montgomery County, Illinois

Mid-Mid-State Fire Repair LLC
Lease Agreement

Unit Information T1343

Year	Make	Miles	Hours
1999	Pierce	29,079	
Vin #	Pump	Tank	Ladder
4P1CT02S2XA001343	1500GPM		-

Dates Of Rental; Start -1/26/2026 End – 1/30/2026

Customer - LITCHFIELD FIRE PROTECTION DISTRICT

Customer Contact Information, E Mail – Phone ADAM PENNOCK 217-851-6073

Daily Rates – Engine \$150

Total Days – 5

Total Rental to Be charged - \$750.00

Due Date of Payment – On Completion of Contract.

Vehicle value - \$75,000.00

Minimum Coverage for vehicle replacement must meet or exceed vehicle value. A Certificate of Insurance must be provided showing Mid-State Fire Repair LLC as Additional Insured and Loss Payee.

The Certificate of Insurance must include the following.

- -Policy Dates
- -Policy Number
- -Automobile Liability coverage of at least \$1,000,000 Combined Single Limits.
- Physical Damage Coverage for hired and non-Owned vehicles leased and rented including substitutes and extras. Please show Comp & Collision deductibles.
- -Mid-State Fire Repair LLC. Must be named as Additional Insured and Loss Payee in regards to all vehicles leased and rented including substitutes and extras.
- - Certificate of insurance must be returned by e-mail. If you have any questions, please call Mid-State Fire Repair

I have read and understand the terms of this agreement.

Signature _____ Date _____ / _____ / _____

By initialing this page, I verify that I have read and fully understand everything on this page. Initial _____

Mid-Mid-State Fire Repair LLC.

Lease Agreement

Mid-State Fire Repair LLC Hereinafter referred to as lessor rents vehicles to customers, hereinafter referred to as Renter, subject to consideration of this agreement and the consideration thereof, Renter agrees to the following.

1. Lessor hereby rents to the firm or person executing the reverse side hereof (renter) the motor vehicle described herein (Vehicle)
2. Renter warrants and agrees that the vehicle should not be operated or used:
 - A. In violation of any laws, ordinances, rule or regulations of any government agency or body by any person who is not duly licensed or qualified.
 - B. By any person except the renter, his employer, any person regularly employed by such renter or any such additional driver.
 - C. By a driver or renter who has given a fictitious name or address
 - D. By any person under the influence of intoxicants or drugs or suffering from any person who is not duly licensed or qualified.
 - E. In excess of applied speed limits; a reckless or abusive manner, or in races or speed contests.
 - F. Outside the scope of the driver's employment the usual course of business of the renter.
 - G. To transport a weight which is in excess of the maximum payload specified or improperly loaded or secured.
 - H. To transport hazardous materials as defined by the department of transportation standards.
3. Renter agrees to notify the lessor of any changes of driver and arrange for the lessor to safely check any such additional driver.
4. Renter acknowledges and agrees.
 - A. That the vehicle is property of the lessor
 - B. That he has inspected the vehicle in the presence of the lessor, and it is received by the renter in good condition mechanically or otherwise.
 - C. That no repairs, adjustments, or replacement of any parts will be made without the lessors' written authorization.
 - D. That the vehicle will at all times be operated by the renter's and his employees, exclusive dominion and control and only in connection with the present business of the renter and the renter of the driver of the vehicle shall in no event be or be deemed and agent.
 - E. To pay and special license or tax required by the business of the renter including without limitation such licenses, taxes, toll or violations as are imposed against the renter from arising out of operation of the vehicle, and renter further agrees to file or assist lessor in filing any and all return or reports or drivers logs required by any government body or agency as a result of operation of the vehicle.
 - F. To turn the lessor a completed driver trip record and fuel receipts at the end of the trip which lessor can file necessary licensing and fuel tax reports. Renter also agrees to reimburse lessor for any fines or costs associated with the operation of the vehicle with an additional charge of twenty-five (.25) per mile will be assessed for any trip record not provided to Mid-State Sales & Rental when Requested.
5. lessor does not provide motor vehicle coverage for the leased vehicle. The liability insurance to be furnished by renter pursuant to this agreement shall not exceed \$1,000,000.00 combined single limit automobile limited liability coverage for both bodily injury and property damage. This agreement excludes coverages or loss of property owned by or in the possession of the renter for any injuries of any nature whatsoever to renter, renter agent, employees, guests, members or renters party, household, or any other occupant of the vehicle.
6. The Provisions of this paragraph six shall apply only in the event the Renter, by endorsement on page one hereof, agrees to procure and maintain insurance. Renter agrees to provide standard automobile liability insurance accepted by the lessor, evidenced by certificate of insurance to be furnished to the lessor prior to delivery, with lessor name as an additional insured, against all risk of loss or damage to personal property. Such certificate of insurance shall include therein the agreement of the insurance company not to cancel the insurance coverage except upon not less than 30 days written notice to the Lessor, the liability insurance furnished in the applicable insurance policy to be furnished by the renter shall not be less than \$1,000,000 combined single limit automobile liability coverage for both bodily injury and property damage. Renter further agrees to indemnify and hold Lessor harmless from any and all claims of injury to persons or damage to property from any and all expenses incurred in defense of any such claims. If the customer is obligated to procure and maintain insurance and fails to do so, or fails to furnish lessor with the required certificate of insurance, Lessor is authorized but not obligated to procure such insurance, without prejudice to any other remedy Lessor may have, and customer shall pay Lessor, as additional rental, the amount of the insurance charges paid by Lessor.

By initialing this page, I verify that I have read and fully understand everything on this page. Initial _____

Mid-Mid-State Fire Repair LLC.

Lease Agreement

7. In the event Lessor, notwithstanding any of the other applicable provisions of this agreement, shall be required by statute, ordinance or other regulation, to extend insurance coverage to the Renter, such insurance coverage shall be limited to the statutory financial responsibility minimum and shall be excess insurance.

8. Renter agrees to pay, indemnify, and hold Lessor harmless from and against, and to release lessor with respect to

A. Any claim or cause of action of death of injury to persons or loss or damage to property in excess of the limits of liability insurance provided herein, arising out of or caused by the use of the vehicle renter hereunder, and any such claims or cause of action which lessor would not otherwise pursuant to the terms hereof, be required to pay.

B. Any claims or cause of action or death to persons or loss or damage to property, whether or not covered by insurance, arising out of or caused by the renter's equipment with the vehicle.

C. Any and all losses, damages, costs and expenses incurred by the lessor or its insurance company because of injury or damage sustained by any occupant, either authorized or unauthorized, of said vehicle, including without limitation Renter, Renters Employees, agents or representatives consequential damages, and for any loss or damages to any other property of renter, its agents or employees, left in or on a vehicle at any time or place.

D. All loss or damage, cost and expense resulting in Renter's violation of any terms of this agreement or breach or Renter's warranty as expressed herein.

E. All losses or damages to the vehicle during the rental period, provided, however:

(1) If lessor shall offer and renter shall accept partial collision coverage and initial the appropriate box therefore, renters Liability shall be \$50,000, unless another amount is stated on page one, for each truck, vehicle, or equipment rented hereunder, excepting paragraph H of this section.

(2) If neither full nor partial collision coverage is applicable, renter shall pay all such loss or damage to the vehicle. Notwithstanding any of the foregoing, renter shall be liable for all damage to vehicle if the vehicle is used, operated, driven in violation of the provisions of this contract, or if the loss or damage results from a collision with the structure of any building or underpass, or any other object of insufficient clearance weather of height or width.

F. The value of all Tires, tools and accessories lost or stolen from the vehicle and charge for any equipment not returned to Lessor.

G. All costs of repossessing the vehicle, including but not limited to restricted to attorney's fees and court costs incurred in connection therewith

H. The fixed portion of the rental charge for as long as the vehicle is out of service due to accident or misuse of vehicle in addition to all insurance charges mentioned here on.

I. All damage resulting in loading the vehicle beyond the payload limits or improper loading or use of the vehicle.

J. All damages to vehicle and property resulting from the operation of the vehicle on public road, including wrecker charges to extricate and tow vehicle.

K. Any fines or penalties included forfeiture of seizure resulting from use of the vehicle.

L. All claims for damages which the renter or any other party may sustain as a result of actions taken by the lessor under paragraph 13 and 14 hereof and the cost and expense incurred by the lessor in recovering such vehicle.

M. All damage resulting from usage with Renter's equipment.

N. Renter is responsible for all amounts owed for the encumbered value of the vehicle or actual cash value in excess of any applicable insurance coverage.

9. Renter agrees to report / notify any accident, loss or damage to vehicle to the lessor immediately and in writing within 24 hours after such accident, loss or damage at the location wherein the vehicle was first delivered to the renter, must immediately delivered to the lessor at that location or to the insurer every process, pleading for paper of any kind relating to any claim, demand, suit or proceeding received by renter or the driver. Said policy further requires that renter and driver shall refrain from aiding or abetting in the assertion of any claim or suit.

10. If the rental period designated on page 1 is extended, renter agrees, upon receipt of notice, to pay lessor mileage, service and time charges computed at new rates announced by lessor from time to time. Lessor may invoice renter on a calendar monthly basis, weekly basis, or every seven days. Renter agrees to pay lessor on Demand"

A. Mileage charge computed at the rates specified on the reverse side hereof for the mileage covered by the vehicle during the period until the vehicle is returned to the owner.

B. Service and time charges computed at the rates specific to this agreement. For the period until vehicle is returned to lessor.

By initialing this page, I verify that I have read and fully understand everything on this page. Initial _____

C. Any other amounts of charged due hereunder.

D. All costs of collection, including reasonable attorney's fees incurred in connection with the collection of any amounts payable by renter to lessor under any of the provisions of this contract through an attorney or collection agency whether collected by suit or otherwise.

E. Renter agrees to pay 1-1/1% per month maximum allowable under state law as late charged on all past due balances.

11. Renter agrees to return the vehicle to the lessor's garage from which the vehicle was delivered to renter unless a different place of return is specifically designated on page 1 of this contract for lessor and renter manually agrees to a different place of return. Renter shall return the vehicle at the time designated on page 1 of provided govern if lessor makes written demand sent by prepaid registered mail to renter's address shown on page 1 hereof, renter shall return the vehicle at earlier time so specified if not time designated on page 1 for the return of the vehicle renter agrees to return the vehicle no later than (7) days after vehicle rented which is the date inserted on the time out section of page 1 unless lessor and renter manually agree to another date of return for the vehicle.

12. Lessor reserves the right to inspect the vehicle at any time during the term of the rental wherever the vehicle may be located. In the event of a violation or default by renter respect to any of the terms of the contract lessor may recover the vehicle wherever it may be located and terminate this contract.

13. In the event renter fails to return the vehicle to the place specified in the contract within three days after the specified time in the written demand by lessor, such failure shall constitute unauthorized taking, use and operation of the vehicle, and the lessor may thereafter consider such vehicle stolen and may take steps which lessor shall deem reasonable and necessary to recover the vehicle.

14. Any subletting or reletting of the vehicle or other equipment is prohibited and Void.

15. Lessor shall have lien on renters property which is in the renters vehicle and in possession of lessor for all charges expenses incurred by lessor under the terms of this contract, including those caused by damage to or destruction of the vehicle, renter shall furnish lessor upon demand with a certified statement describing the property setting forth its actual cash value. In the event the renter's failure to pay all rental and other charged hereunder when due, lessor shall have the right to sell, as agent for renter, to public or private sale, with or without notice to renter, any property of renter which is in the vehicle and in the possession of the lessor in satisfaction of all such charges plus any cost of collection thereof.

16. The provisions contained in this agreement apply equally to any substituted vehicle.

17. No right of lessor under this agreement may be waived except by written instrument duly signed by the president.

18. To the extent any provisions to this agreement contravenes the law of any jurisdiction and the remainder of the agreement shall not be affected thereby.

19. This agreement is effective until renter performs all obligations hereunder including but not limited to payment for all amounts due and return of vehicle to owner.

20. FLORIDA regulations require that renter acknowledge and agree that Mid-State Fire Repair LLC may file consolidated fuel tax returns on behalf of its customers which may include the operations of the vehicles rented to rented under Mid-State Fire Repair LLC which may, from time to time, travel into and through the state of FLORIDA and that Mid-State Fire Repair LLC will be responsible for fuel tax on the gallons of fuel consumed over FLORIDA highways by vehicles rented to renter under a Mid-State Fire Repair LLC agreement section, and for registering with FLORIDA Department of highway safety and motor vehicles, securing Florida fuel tax identification devices/ decal, reporting fuel use, reporting miles traveled, and remitting the total tax accrued to the FLORIDA department of highway safety and motor vehicles, subject to the provisions of this section and Mid-State Fire Repair LLC may receive fuel use tax refunds as a result of fuel tax overpayments in the state of Florida.

21. renter further acknowledges and agrees that all trip records, original fuel receipts, and other records or documents relating to use of vehicles becomes property of Mid-State Fire Repair LLC if the renter fails to provide all trip records, fuel receipts and other records or documents relating to the use of the vehicle on a regular or weekly basis, or at the end of the rental period, whichever comes first, renter will be held responsible for any fines or costs resulting from renters failure to provide Mid-State Fire Repair LLC with proper trip records, original fuel receipts and other records or documents relating to use of the vehicle in addition, a fee of twenty five cents (.25) per mile will be assessed for all trip records not provided to Mid-State Fire Repair LLC.

22. Renter is responsible for any additional fuel permits ordered during the term of this rental agreement.

23. All rental accounts must be paid on a monthly basis unless otherwise noted in this agreement. Accounts can be paid via ACH, Check, Cash, Credit Card. Any return payments will be subject to NSF Fees and the contract will be in default and the contract will be terminated. All vehicles will need to be returned at the time and the balance paid in full includes late fees and / or NSF Fees.

24. Mid-State Fire Repair LLC is not responsible for any damages hereon, caused by Vehicle, Renter, employee or renter, agent or any affiliated or unaffiliated party seeking damages for any circumstance caused by vehicle or renter, renters agent, employee's or other.

25. Renter hereby confirms release of any liability Understanding the Vehicle (Emergency Vehicle) will be operated in emergency situations. Lessor, Employees, Agent's, Insurance company cannot be held liable for any injuries or damage caused by operation of the

By initialing this page, I verify that I have read and fully understand everything on this page. Initial _____

Lease Agreement

vehicle, you as the renter release all liability for any personal injury and DEATH associated with the rental of this vehicle including while in firefighting use. Including mechanical failure causing injury or harm.

Additional changes – Record any changes in equipment, Pickup date, Vehicle Substitutions below, Both representatives

Must Initial Next to any Additions made to this Agreement.

By initialing this page, I verify that I have read and fully understand everything on this page. Initial _____

City of Litchfield
City Council
February 5, 2026

Agenda Item: A motion to approve a Resolution approving and authorizing the Mayor to execute a façade improvement grant agreement with the Kimberlee Davidson Revocable Living Trust for 314 N. Monroe, PIN# 10-33-385-014 and other actions related thereto.

Background: Kimberlee Davidson has assumed ownership of 314 N. Monroe and has proposed façade upgrades including window and door replacement, awnings, signage, and planter boxes.

Budget Impact: Funds are available in TIF 2. The grant is for 50% of improvements capped at \$7,300.

Recommendation: The City Administrator & Alderman Liaison recommend a motion to approve a Resolution approving and authorizing the Mayor to execute a façade improvement grant agreement with the Kimberlee Davidson Revocable Living Trust for 314 N. Monroe, PIN# 10-33-385-014 and other actions related thereto.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE APPLICATION AND AGREEMENT FOR
KIMBERLEE DAVIDSON REVOCABLE LIVING TRUST AND AWARDING
CERTAIN TIF ELIGIBLE FINANCIAL INCENTIVES UNDER THE CITY OF
LITCHFIELD'S FAÇADE IMPROVEMENT & EMERGENCY ROOF PROGRAM**

WHEREAS, the City of Litchfield, Montgomery County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, Kimberlee Davidson Revocable Living Trust. ("Developer") is the owner of 314 N. Monroe Street in Litchfield, Illinois 62056 ("Property"); and

WHEREAS, Developer has submitted a Façade Improvement & Emergency Roof Program Application ("Application") (*See Exhibit A*); and

WHEREAS, City wishes to encourage Developer to make improvements and repairs to Developer's building in a City TIF District, and assist Developer with costs, including:

1. 2 replacement windows on front fascia
2. New front door
3. Standing Seam Metal Awnings
4. 2 window planter boxes with foliage
5. Vinyl signage applied to windows
6. Lock box/mailbox
7. Outdoor lighting
8. Backlit exterior signage
9. 2 planter boxes with foliage at corners
10. Labor

Total Estimated Reimbursable Incentive: \$14,600

("Project"); and

WHEREAS, under the City Façade Improvement & Emergency Roof Program, City will incentivize Developer up to 50% of TIF Act eligible costs of the Project up to \$10,000.00 per storefront; and

WHEREAS, under the City Façade Improvement & Emergency Roof Program, Developer's Project is eligible for up to \$7,300.00 total in TIF Act incentive payments from City; and

WHEREAS, because the Property is located in a City TIF district, the Project is eligible for reimbursement of certain expenditures related to repair and improvement of the exterior façade and emergency repair of the roof at the Property; and

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare, and economic welfare to approve the Application and Agreement submitted by Developer (*See Exhibits A, B*); and

WHEREAS, the City Council also finds that the Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve the Application and Agreement submitted by Developer (*See Exhibits A, B*).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Litchfield as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Litchfield, Illinois.

Section 2. The Application and Agreement submitted by Developer (*See Exhibits A, B*) are approved.

Section 3. The Mayor is authorized and directed, on behalf of the City of Litchfield, to approve and execute the Application and Agreement submitted by Developer (*See Exhibits A, B*).

Section 4. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Litchfield, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____ 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Jacob Fleming
Mayor
City of Litchfield
Montgomery County, Illinois

ATTEST:

Vickie Throne
City Clerk
City of Litchfield
Montgomery County, Illinois

**FAÇADE IMPROVEMENT & EMERGENCY ROOF PROGRAM AGREEMENT
TIF DISTRICTS**

This Façade Improvement & Emergency Roof Program Agreement (“Agreement”) is entered into on the date and by execution shown hereafter, by and between the City of Litchfield, an Illinois Municipal Corporation (“City”) and Kimberlee Davidson Revocable Living Trust (“Developer”) City and Developer may be referred to individually as “Party” and together as “Parties.” This Agreement shall be effective when signed by both Parties, and approved by the corporate authorities of the City of Litchfield, Illinois (the “Effective Date”):

PREAMBLES

WHEREAS, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

WHEREAS, Developer is the owner of 314 N. Monroe Street in Litchfield, Illinois (“Property”), which is located in a City TIF District; and

WHEREAS, Developer has submitted an Application for incentive payments under the TIF and pursuant to the Façade Improvement & Emergency Roof Program (*See Exhibit A*); and

WHEREAS, City wishes to encourage Developer to make improvements and repairs to the exterior facade of Developer’s building and assist Developer with costs, including:

1. 2 replacement windows on front fascia
2. New front door
3. Standing Seam Metal Awnings
4. 2 window planter boxes with foliage
5. Vinyl signage applied to windows
6. Lock box/mailbox
7. Outdoor lighting
8. Backlit exterior signage
9. 2 planter boxes with foliage at corners
10. Labor

Total Estimated Reimbursable Incentive: \$14,600

(“Project”); and

WHEREAS, under the Façade Improvement & Emergency Roof Program, City will incentivize Developer up to 50% of eligible costs of the Project up to \$10,000.00 per store front; and

WHEREAS, under the Façade Improvement & Emergency Roof Program, Developer's Project is eligible for up to \$7,300.00 in incentive payments from City; and

WHEREAS, because the Property is located in a City TIF District, the Project is eligible for reimbursement of certain TIF eligible expenditures related to repair and improvement of the exterior façade and/or emergency repairs of the roof at the Property; and

WHEREAS, to ensure the Project is constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interest to enter into an agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

WHEREAS, the Project at the Property will help to eradicate blight, enhance property values, improve aesthetics, ensure structural integrity, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents, including, but not limited to, anyone utilizing the Property; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's TIF District where the Property is located, and it is in the best interest of City to promote repair, improvement, renovation, addition, rehabilitation and expansion of the Property through the use of TIF funds.

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligations of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above, and construction of the exterior façade improvements shall be completed within 180 days. Any extension of time must be agreed to in writing and signed by the Parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project in accordance with this Agreement, and the plans shall be submitted to City for review. This includes any renovations which may be needed for exterior construction and improvements.
2. Developer will obtain any and all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements.

3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire, safety, electric, plumbing, and general building safety concerns to ensure the health, safety and welfare of the general public.
4. Developer is fully responsible for identifying and mitigating any building-related concerns identified by City.
5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances shall remain in full force and effect.
6. Developer shall submit a written statement to the City Administrator setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may require for documenting Developer's costs incurred for the Project. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.

Section 3. Obligations of the City. The City agrees to provide assistance to the Developer under the Façade Improvement & Emergency Roof Program as follows:

1. The Façade Improvement & Emergency Roof Program will provide up to 50% of the documented cost to improve the exterior façade and make emergency roof repairs for eligible buildings in TIF districts.
2. The maximum payment under the Façade Improvement & Emergency Roof Program, regardless of the total cost, shall not exceed \$10,000.00 per store front.
3. The Façade Improvement & Emergency Roof Program may include total TIF eligible approved costs incurred by commercial building owners, whether incurred personally or paid to third-party independent contractors.
4. Reimbursement of approved Project costs may be made within 60 days of passing inspection and receipt verification, but City shall not be obligated to make any payment according to any deadline.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE TAXES GENERATED BY THE TIF DISTRICT WHERE THE PROPERTY IS LOCATED, AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME, AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

Section 4. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

Section 6. Assignment. This Agreement may not be assigned by Developer without prior written approval of City.

Section 7. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days. City reserves the right to opt out of this Agreement, with sixty (60) days' notice to developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this agreement within sixty (60) days. Developer's failure to return all monies paid by City within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 10. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Kimberlee Davidson Trust
35 Timber Ridge Dr.
Litchfield, IL 62056

To the City:

City of Litchfield
Attn: Mayor
120 E. Ryder Street
Litchfield, IL 62056

CITY OF LITCHFIELD, ILLINOIS:

Mayor

Date

DEVELOPER:

Kimberlee Davidson Trust Representative.

Date: _____

By: _____
Representative

City of Litchfield, Illinois

120 East Ryder

Phone (217) 324-6253

www.cityoflitchfieldil.com

Fax (217) 324-6819

Improvement/Emergency Roof Program Application

Property Address: 314 N. Monroe Litchfield

Owner Name: Kimberlee Davidson Trust Phone Number: 217-232-2959

Address: 35 Timber Ridge Dr. Litchfield Email: kdauidson73@yahoo.com

Current Tenant(s): Central Realty, Inc. & DreamBuild Illinois

Estimated Project Cost: ~~\$15,800~~ 15,800 \$14,000

Requested Reimbursement Amount (max 50% of Project Costs up to \$10,000): \$8200 \$7,300

Proposed Improvements	Estimated Cost Per Improvement
1. 2 replacement windows on front facade	\$2000
2. New front door	\$2500
3. Standing Seam Metal Awnings	\$1500
4. 2 (window) planter boxes w/ foliage	\$400
5. Vinyl signage applied to windows	\$400
6. Lock Box / mailbox	\$200
7. Exterior door mat with logo	\$200 - remove (BV)
8. Outdoor lighting	\$1000
9. Backlit exterior signage	\$1200
10. 2 planter boxes with foliage at corners	\$900
11. Community giving box for food & hygiene donations	\$1000 - remove (BV)
12. Labor	\$4500

~~10. Possibly paint (judicial) oyster white on snowboard~~ ~~\$800~~

City of Litchfield, Illinois

120 East Ryder

Phone (217) 324-5255

www.cityoflitchfieldil.com

Fax (217) 324-9619

ATTACH THE FOLLOWING AND LABEL AS NUMBERED ATTACHMENTS:

Attachment #1: Current photos of the facade(s) (for roof grant, photo if available)

Attachment #2: Proposed rendering (N/A for roof grant)

Attachment #3: Any other applicable attachments (quotes from contractors, material samples, color swatches, narrative statements, etc.)

Kimberly Davidson

Signature

1/24/26

Date

Please submit applications to Breann Vazquez, City Administrator, at cityadmin@cityoflitchfieldil.com or
City Hall, 120 E. Ryder.



34
LAW
OFFICES





314

Central
Realty
Incorporated

**City of Litchfield
City Council
February 5, 2026**

Agenda Item: A motion to approve marketing funds for the Litchfield Museum and Route 66 Welcome Center.

Background: In 2019, the Litchfield Museum and Route 66 Welcome Center contracted with the city for reimbursement of one-eighth (1/8) of one percent (1%) from the City of Litchfield's Hotel Operators' Occupation Tax Fund up to a total amount of \$10,000 per year for a period of two years to be used to market the Museum. That contract was renewed biennially, and the final contract expired on April 30, 2025. Last fiscal year, the city donated the money to the museum without a contract.

On January 19, 2026, Museum President Carol Sneed submitted a letter to the mayor, alderpersons and tourism coordinator outlining how the marketing dollars are spent – in a regional monthly magazine, in the Illinois and Missouri Route 66 Associations' quarterly publications, on T-shirts and sweatshirts, and in the Route 66 Passport, which is sold internationally. The city's Visit Litchfield logo is used on most of the advertisements and also on the apparel.

Recommendation: The Tourism Coordinator and City Administrator recommend a motion to approve \$10,000 in funds to reimburse the museum for marketing materials through April 30, 2027.

Budget Impact: Tourism Budget

Supporting Materials:

1. Letter from Carol Sneed, President of the Litchfield Museum and Route 66 Welcome Center.



Litchfield Museum & Route 66 Welcome Center

334 Historic Route 66 North
P O Box 43
Litchfield, IL 62056

January 19, 2026

Mayor Jacob Fleming
Litchfield City Hall
120 East Ryder Street
Litchfield, IL 62650

Dear Mayor Fleming, City Aldermen, and Tourism Department:

The Litchfield Museum and Route 66 Welcome Center hosts between 7,000 and 8,000 visitors from all over the world each year per our visitors' log. The Museum has become a real draw to the Litchfield community. We attribute that to many factors, one being a good marketing plan.

The City has generously assisted the Museum in the past by providing a portion of the Hotel/Motel tax to be used exclusively for marketing. These funds allow the Museum to advertise monthly in *The Buzz* which has helped us reach area visitors who want to just take a little day trip. We also advertise in both the Missouri and Illinois Route 66 Associations' quarterlies. And, our biggest and most expensive advertisement is in the Route 66 Passport, which is sold internationally. Several years ago, we started including the Litchfield tourism logo on our tees and sweatshirts which means that everyone who buys and wears our shirts not only advertises the Museum; but, also the City of Litchfield. The Museum Board is asking the City to consider continuing this agreement. With the money provided by the City, we are able to reach additional travelers. We have included a copy of one of our ads for you to see.

We truly feel this money not only benefits the Museum; but, the entire community. While visiting the Museum travelers stop to eat, gas up their vehicles, visit other Litchfield attractions, and spend the night. Our volunteers are well versed in local businesses and sights and work to direct travelers to them.

This year we will be celebrating the 100th anniversary of Route 66. We are updating our school display and creating a new one about Route 66. Our new book, *Historic Route 66, Montgomery County, Illinois, A Pictorial History*, was released in September and is being sold at the Museum and via mail order. We are planning on crossing that 8,000 visitor mark.

Your time and consideration are greatly appreciated. Thank you so much for your assistance.

Carol Sneed
President
Litchfield Museum and Route 66 Welcome Center