

**City of Litchfield**  
**City Council Meeting Agenda**  
**City Hall**  
**February 19, 2026**  
**6:30 p.m.**

Call Meeting to Order  
Pledge to Flag  
Roll Call  
Recognition of Visitors and Special Guests  
City Report  
Public Participation  
Appointments:

**Other Business:**

1. A motion to accept the regular meeting minutes from the February 5, 2026 meeting.
2. A motion to approve the expenditure report and payroll report for the current period.

**Old Business:**

**New Business:**

1. Economic Development - Ray Kellenberger - A motion to approve a Resolution approving and authorizing the Mayor to execute a façade improvement grant agreement with TKW Enterprises, LLC for 413 N. State Street and other actions related thereto.
2. Economic Development - Ray Kellenberger - A motion to approve a Resolution approving and authorizing the Mayor to execute a façade improvement grant agreement with Short Furniture Company, Inc. for 319 N. State Street and other actions related thereto.
3. Police - Bert Holloway - A motion to approve a Resolution approving and authorizing the Mayor to execute an Employment Agreement with Robert Carpenter for the position of Chief of Police.
4. Building & Zoning - Sara Zumwalt - A motion to approve an Ordinance approving a final plat for Wildflower Subdivision.
5. Building & Zoning - Sara Zumwalt - A motion approve an Ordinance accepting infrastructure for Wildflower Subdivision and accepting infrastructure.
6. Building & Zoning - Sara Zumwalt - A motion to approve a maintenance bond for infrastructure for Wildflower Subdivision.

7. Building & Zoning - Sara Zumwalt - A motion to approve an Ordinance amending Appendix B, Appendix B, S-2 special uses to change “non-commercial recreational uses and clubs” to “recreational uses and clubs”.
8. Building & Zoning - Sara Zumwalt - A motion to approve an Ordinance rezoning 705 N. Jefferson (PIN# 10-33-314-001 & 10-33-314-002) from S-1 single family to S-2 single family.
9. Building & Zoning - Sara Zumwalt - A motion to approve a Resolution making separate statement of findings of fact in connection with an Ordinance granting a Special Use Permit for a recreational use in the S-2 residential zoning district.
10. Building & Zoning - Sara Zumwalt - A motion to approve an Ordinance granting a Special Use Permit to Purler Wrestling, Inc. for recreational use (specifically, a wrestling training center) at 705 N. Jefferson. PIN# 10-33-314-001 & 10-33-314-002.
11. Building & Zoning - Sara Zumwalt - A motion to approve an Ordinance amending City Code Title XV – Land Usage, by repealing and replacing Chapter 153. – Signs as provided herein.
12. Sewer Department - Bob Garcia - A motion to approve Durkin Equipment’s quote to replace the Wastewater Treatment Facility malfunctioning Return Activated Sludge (RAS) flow meter at cost not to exceed \$10,750.00.
13. Water Department – Bob Garcia - A motion to approve proposal for Phase II of the State Street water line project by reconnecting water lines to businesses along State St who currently are connected to another building so they will have their own connection. The proposal from Petersburg plumbing is not to exceed \$182,000.00.

### 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))

### **New Business**

1. A motion to approve the Executive Session minutes from February 5, 2026.

### **Adjournment**

**City of Litchfield**  
**City Council**  
**February 19, 2026**

**Agenda Item:** A motion to approve a Resolution approving and authorizing the Mayor to execute a façade improvement grant agreement with TKW Enterprises, LLC for 413 N. State Street and other actions related thereto.

**Background:** Law Offices of Glenn & West, LLC is the current tenant for the above address. They plan to do façade improvements to the front and rear of the building. Front improvements consist of an awning, window lettering, windows, paint, concrete repairs, and a new door. Rear improvements consist of signage and painting, concrete repairs, and a new door.

**Budget Impact:** Funds are available in TIF 1. The grant is for 50% of improvements for the front capped at \$10,000 and 50% of improvements for the rear capped at \$3,275.

**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 TKW Enterprises, LLC for 413 N. State Street and other actions related thereto.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING THE APPLICATION AND AGREEMENT FOR TKW ENTERPRISES, LLC 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**, TKW Enterprises, LLC. ("Developer") is the owner of 413 N State 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. Front awning
2. Front window lettering
3. Back signage
4. Back – clean, paint, repair concrete, new door
5. Front – new windows, paint, clean, repair concrete, new door

Total Estimated Reimbursable Incentive: \$29,7500

("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 Façade Improvement & Emergency Roof Program, Developer's Project is eligible for up to 50% of TIF eligible reimbursement costs for the front, not to exceed \$10,000 and up to 50% of TIF eligible reimbursement costs for the back, not to exceed \$3,275; 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 TKW Enterprises, LLC (“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 413 N. State 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. Front awning
2. Front window lettering
3. Back signage
4. Back – clean, paint, repair concrete, new door
5. Front – new windows, paint, clean, repair concrete, new door

Total Estimated Reimbursable Incentive: \$29,7500

(“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 50% of TIF eligible reimbursement costs for the front, not to exceed \$10,000 and up to 50% of TIF eligible reimbursement costs for the back, not to exceed \$3,275; 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,



# City of Litchfield, Illinois

120 East Ryder

Phone (217) 324-5253

www.cityoflitchfieldil.com

Fax (217) 324-5619

## Façade Improvement/Emergency Roof Program Application

Property Address: 413 N. State St., Litchfield, IL 62056

Owner Name: TKW Enterprises, LLC Phone Number: 6184019336  
 Address: PO Box 36, Nokomis, IL 62075 Email: trent@glennwestlaw.com

Current Tenant(s): Law Offices of Glenn & West, LLC

Estimated Project Cost: \$29,750.00

Requested Reimbursement Amount (max 25% of Project Costs): \$3,275 for back; \$10,000 for front

Proposed Improvements	Estimated Cost Per Improvement
1. Front Awning	\$6,600.00
2. Front Window Lettering	TBD
3. Back Signage	\$550.00
4. Back-clean, paint, repair concrete, new door	\$6,000.00
5. Front-concrete, new door, new windows, paint, clean, repair	\$16,600.00
6.	
7.	
8.	
9.	
10.	
11.	
12.	

# City of Litchfield, Illinois

120 East Ryder

Phone (217) 324-5253

[www.cityoflitchfieldil.com](http://www.cityoflitchfieldil.com)

Fax (217) 324-5619

**Please attach the following and label as numbered attachments:**

**Attachment #1:** Current photos of the façade(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.)



\_\_\_\_\_  
**Signature**

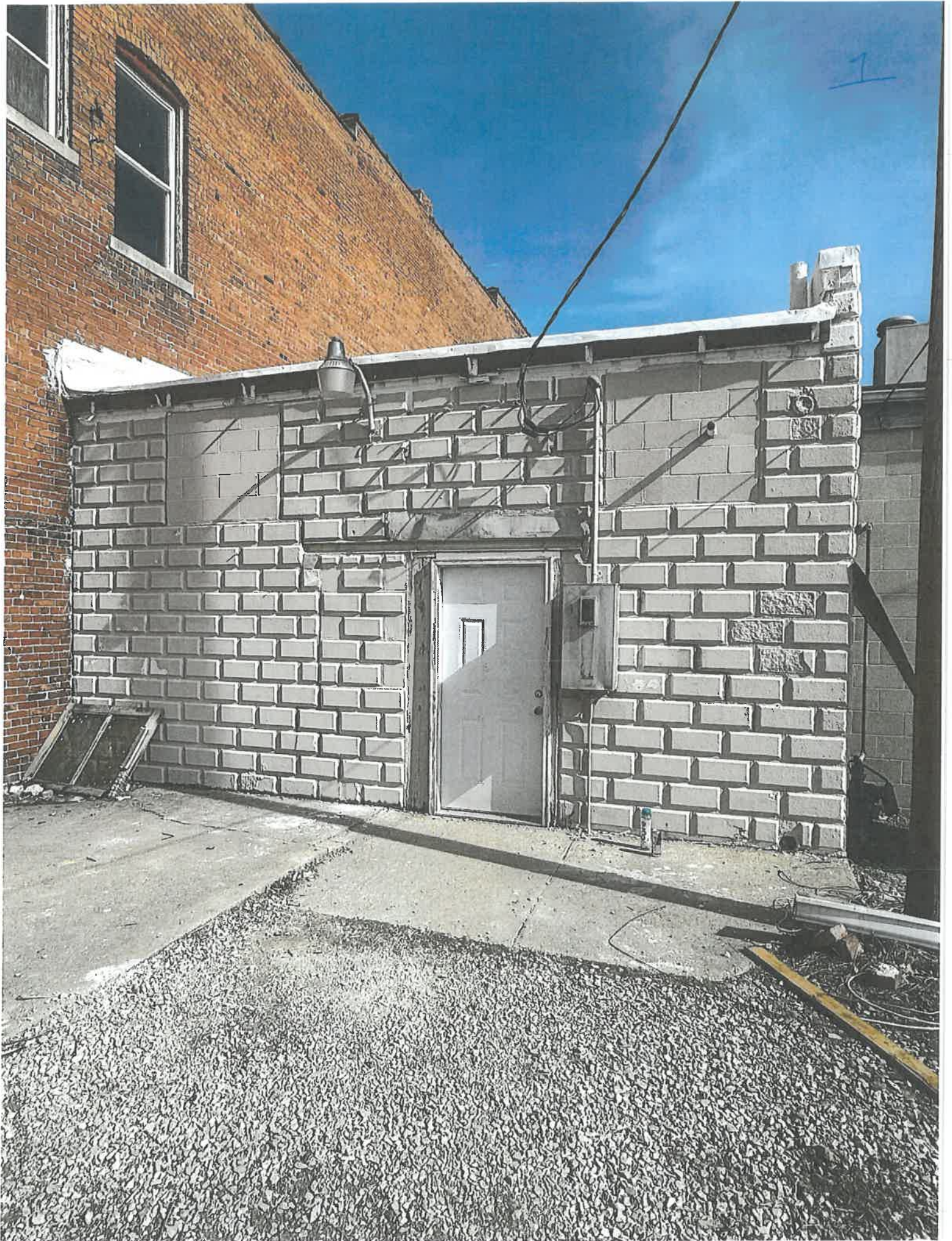
**2/13/26**

\_\_\_\_\_  
**Date**

Please submit applications to Breann Vazquez, City Administrator, at [cityadmin@cityoflitchfieldil.com](mailto:cityadmin@cityoflitchfieldil.com) or City Hall, 120 E. Ryder.



413





2



2



HRC Construction  
jaimeandtoby@outlook.com

ESTIMATE TO:  
Trent West /Law

**EST099**

Date: Dec 30, 2025

#	Item	Unit Price	Qty	Total
01	<p>413 State Street Front Facade</p> <p>Scrape and strip paint from top half of brick -retuck point from I beam up all brick -fix brick on south wall above I beam - paint brick after tuckpointing -/ remove existing 4 front windows and replace with 2 bigger windows (as big as we can fit ) windows will need new headers and seal plates-/ install new entrance door with new awning -/install new law office signage -/ new drop box on exterior - - this estimate is for labor and tuck pointing materials , does not include windows ,door, or signs</p>	\$16,600.00	1	\$16,600.00
Subtotal				\$16,600.00
Grand Total				\$16,600.00

Thank you!

3

**ESTIMATE**

JORN SIGN COMPANY  
620 Virginia Street  
Hillsboro, IL 62049

darla@jornsigncompany.com  
+1 (217) 532-5201



**Bill to**

Law Offices of Glenn & West, LLC  
320 West Central Street  
Nokomis, IL 62075

**Ship to**

Law Offices of Glenn & West, LLC  
320 West Central Street  
Nokomis, IL 62075

**Estimate details**

Estimate no.: 1175  
Estimate date: 06/24/2025  
Expiration date: 07/24/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Awning</b>	18' Awning, 2' projection, 3' drop, non-illuminated Text applied, Installed	1	\$6,600.00	\$6,600.00
2.		<b>J Bond, 3mm</b>	Sign for back of building, art TBD priced per sq ft @ 20.00 (3'x5' would be 300.00) Install would add 250.00	1	\$550.00	\$550.00
3.		<b>Window/Door/Store Front Lettering</b>	Would be priced once we know what you want on the windows or door and the sizes we would be making the graphics / lettering	1	\$0.00	\$0.00

**Total \$7,150.00**

**Note to customer**

This estimate is good for 30 days, unless you are given a written confirmation of a different time frame.

Expiry date 07/24/2025

Accepted date

Accepted by

3



HRC Construction  
jaimeandtoby@outlook.com

INVOICE TO:  
Trent West /Law

**INV085**

Date: Dec 30, 2025

#	Item	Unit Price	Qty	Total
01	413 State Stree Back Facade Powerwasher exterior -/ prep caulk where buildings join on both sides -/ paint 1 coat of primer and 2 coats of finish paint (customer pick color and kind of paint) -/ put signage up on back building -/ install new 5" gutter with down spouts This estimate is for all labor and materials but not paint or signage	\$6,000.00	1	\$6,000.00
<b>Subtotal</b>				<b>\$6,000.00</b>
<b>Grand Total</b>				<b>\$6,000.00</b>
Paid				\$0.00
<b>Due</b>				<b>\$6,000.00</b>

Thank you!

**City of Litchfield  
City Council  
February 19, 2026**

**Agenda Item:** A motion to approve a Resolution approving and authorizing the Mayor to execute a façade improvement grant agreement with Short Furniture Company, Inc. for 319 N. State Street and other actions related thereto.

**Background:** Short Furniture recently replaced windows for several of their storefronts. They are now doing the same for their remaining storefronts. This consists of replacing 19 windows.

**Budget Impact:** Funds are available in TIF 1. The grant is for 50% of improvements capped at \$13,100.

**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 Short Furniture Company, Inc. for 319 N. State Street and other actions related thereto.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING THE APPLICATION AND AGREEMENT FOR SHORT FURNITURE COMPANY, INC. 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**, Short Furniture Company, Inc.. ("Developer") is the owner of 309, 311, 313, 321, and 323 N State 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. Replace 19 windows across the upper outside fronts

Total Estimated Reimbursable Incentive: \$26,200

("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 Façade Improvement & Emergency Roof Program, Developer's Project is eligible for up to 50% of TIF eligible reimbursement costs, not to exceed \$13,100; 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

152708240.1

#3607090v1

**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 Short Furniture Company, Inc. (“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 309, 311, 313, 321, and 323 N State 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. Replace 19 windows across the upper outside fronts

Total Estimated Reimbursable Incentive: \$26,200

("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 50% of TIF eligible reimbursement costs, not to exceed \$13,100; 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 (3<sup>rd</sup>) 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:

Chris Short  
319 N. State Street  
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:

\_\_\_\_\_  
Short Furniture Company, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Representative.

# City of Litchfield, Illinois

120 East Ryder

Phone (217) 324-5253

www.cityoflitchfieldil.com

Fax (217) 324-5619

## Façade Improvement/Emergency Roof Program Application

Property Address: 309, 311, 313, 321, & 323 N State St.

Owner Name: Chris Short Phone Number: 217-273-7232  
Address: 319 North State Street Email: chris@shortfurniture.com

Current Tenant(s): Short Furniture Company, Inc.

Estimated Project Cost: \$26,200

Requested Reimbursement Amount (max 50% of Project Costs up to \$10,000): \$13,100

Proposed Improvements	Estimated Cost Per Improvement
1. Replace 19 windows across the upper outside fronts	\$26,200
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

# City of Litchfield, Illinois

120 East Ryder

Phone (217) 324-5253

[www.cityoflitchfieldil.com](http://www.cityoflitchfieldil.com)

Fax (217) 324-5619

**Please attach the following and label as numbered attachments:**

**Attachment #1:** Current photos of the façade(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.)

*Chris Short*

**Signature**

2/4/2026

**Date**

Please submit applications to Breann Vazquez, City Administrator, at [cityadmin@cityoflitchfieldil.com](mailto:cityadmin@cityoflitchfieldil.com) or City Hall, 120 E. Ryder.

# Job Estimate



CONSTRUCTION & REMODELING

## MC CONSTRUCTION

821 N STATE ST  
LITCHFIELD, IL 62056

(217)851-5352 (618)803-8252

CUSTOMER:

SHORT FURNITURE

ADDRESS: 319 N STATE

CITY, ST, ZIP: LITCHFIELD IL 62056

PHONE:

EMAIL:

ESTIMATE #

Date:

Description	Qty	Price	Amount
1 Remove and Replace			26,200
2			
3 19 W. WINDOWS			
4			
5 INSULATE, CAULK, SEAL			
6			
7 REMOVE DOORS			
8			
9			
10			

Notes

Sub Total 26,200

Taxes

Other

Grand Total 26,200

This project estimate is based on information and requirements provided by the client and is not guaranteed, Actual cost and terms may change once all project elements are discussed, negotiated, and finalized. Prior to any change in cost, the client will be notified. Estimate valid for 30 days.

CLIENT

CONTRACTOR

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**City of Litchfield  
City Council  
February 19, 2026**

**Agenda Item:** A motion to approve a Resolution approving and authorizing the Mayor to execute an Employment Agreement with Robert Carpenter for the position of Chief of Police.

**Background:** Following a hiring process conducted by the Illinois Association of Chiefs of Police, the City Council has directed the City Administrator to negotiate a contract with Robert Carpenter to serve as the Chief of Police.

**Budget Impact:** General funds are available and expenses will be allocated to the Police Department's salaries line item.

**Recommendation:** The Mayor, Alderman Liaison, City Administrator, and Interim Chief recommend a motion to approve a Resolution approving and authorizing the Mayor to execute an Employment Agreement with Robert Carrpenter for the position of Chief of Police.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING CONTRACT FOR SERVICES AGREEMENT  
BETWEEN CITY OF LITCHFIELD, ILLINOIS AND ROBERT CARPENTER, CHIEF  
OF POLICE**

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 it is in the best interests of public health, safety, general welfare and economic welfare to enter a Contract for Services Agreement with Robert Carpenter to become the Chief of Police; and

WHEREAS, City has determined Robert Carpenter will be employed as Chief of Police pursuant to the Contract for Services Agreement attached hereto as **Exhibit A**; and

WHEREAS, City has determined the terms of the proposed Contract for Services Agreement, attached hereto as **Exhibit A**, are acceptable; and

WHEREAS, City has determined the terms of the proposed Contract for Services Agreement, attached hereto as **Exhibit A**, should be approved; and

WHEREAS, City has determined the Mayor, on behalf of City, should be authorized and directed to execute the proposed Contract for Services Agreement, attached hereto as **Exhibit A**; and

WHEREAS, City has determined the Mayor and/or City Administrator shall be authorized and directed to execute any documents associated with the Contract for Services Agreement, including extending or amending the terms and conditions of the Contract for Services Agreement as stated in the Agreement. *See Exhibit A.*

**NOW, THEREFORE, BE IT RESOLVED, 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 proposed Contract for Services Agreement, attached hereto as **Exhibit A**, is approved.

*Section 3.* The Mayor is authorized and directed, on behalf of the City of Litchfield, to execute the Contract for Services Agreement, attached hereto as **Exhibit A**.

*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, approved by the Mayor, 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:

---

Vicki Throne  
City Clerk  
City of Litchfield  
Montgomery County, Illinois

**City of Litchfield  
City Council  
February 19, 2026**

**Agenda Item:** A motion to approve an Ordinance approving a final plat for Wildflower Subdivision.

A motion approve an Ordinance accepting a surety bond for outstanding infrastructure for Wildflower Subdivision and accepting infrastructure.

A motion to approve an Ordinance accepting a maintenance bond for infrastructure in the Wildflower Subdivision.

**Background:** Jack Matthews Development has submitted its final plat for Wildflower Subdivision. There are no major deviations from the preliminary plat.

All infrastructure except the following has been installed:

1. Approximately 9,000SY of surface course.
2. 14 ADA ramps.
3. 60SY of patching in Clark and Hauser.
4. 7 Street signs, 5 with stop signs.

**Budget Impact:** N/A

**Recommendation:** The Planning & Zoning Board recommended approval of the final plat with the incorporation of our engineer's notes on 2/9/26. All engineering notes have now been incorporated into the final version. The City Administrator, project engineer, and Public Works Coordinator recommend approval of the above.

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE APPROVING THE FINAL PLAT OF  
WILDFLOWER SUBDIVISION**

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, Jack Matthews Development (“JMD”) is the developer of a residential subdivision within the corporate limits of City identified as “Wildflower Subdivision”; and

WHEREAS, City Code Chapter 154, Section 154.052(D)(12), permits a developer to final plat a subdivision prior to inspection, approval, and acceptance of infrastructure improvements as long as said developer provides a surety bond, a certified check, or an irrevocable letter of credit sufficient to assure the completion of any remaining required improvements; and

WHEREAS, in the event developer fails to complete the infrastructure, according to City Code, Chapter 154, Section 154.052(D)(12)(b), and the supporting City Ordinances, City is entitled to the amount of the irrevocable letter of credit or commitment from a lending institution; and

WHEREAS, City has determined JMD provided City with a surety bond for \$347,791.25, which represents 125% of the value of the infrastructure improvements for Wildflower Subdivision that have not yet been completed; and

WHEREAS, City staff has reviewed the Wildflower Subdivision final plat (*See Exhibit A*); and

WHEREAS, City has determined the final plat for Wildflower Subdivision substantially conforms to the approved preliminary plat for Wildflower Subdivision; and

WHEREAS, City has determined the final plat for Wildflower Subdivision manifests substantial compliance with the design and improvements standards of the City Code; and

WHEREAS, City has determined JMD has met the requirements of City Code Chapter 154, and should be permitted to have Wildflower Subdivision final platted pursuant to approval by City Council, and in accordance with all applicable Illinois statutes and City Ordinances; and

WHEREAS, to the City Council’s knowledge and belief, the final plat for Wildflower Subdivision complies with all pertinent requirements of state law; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve the final plat for the Wildflower Subdivision (*see Exhibit A*); and

**NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF LITCHFIELD:**

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

*Section 2.* After appropriate review and discussion, the final plat for the Wildflower Subdivision is approved (*See Exhibit A*).

*Section 3.* 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, approved by the Mayor, 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:

---

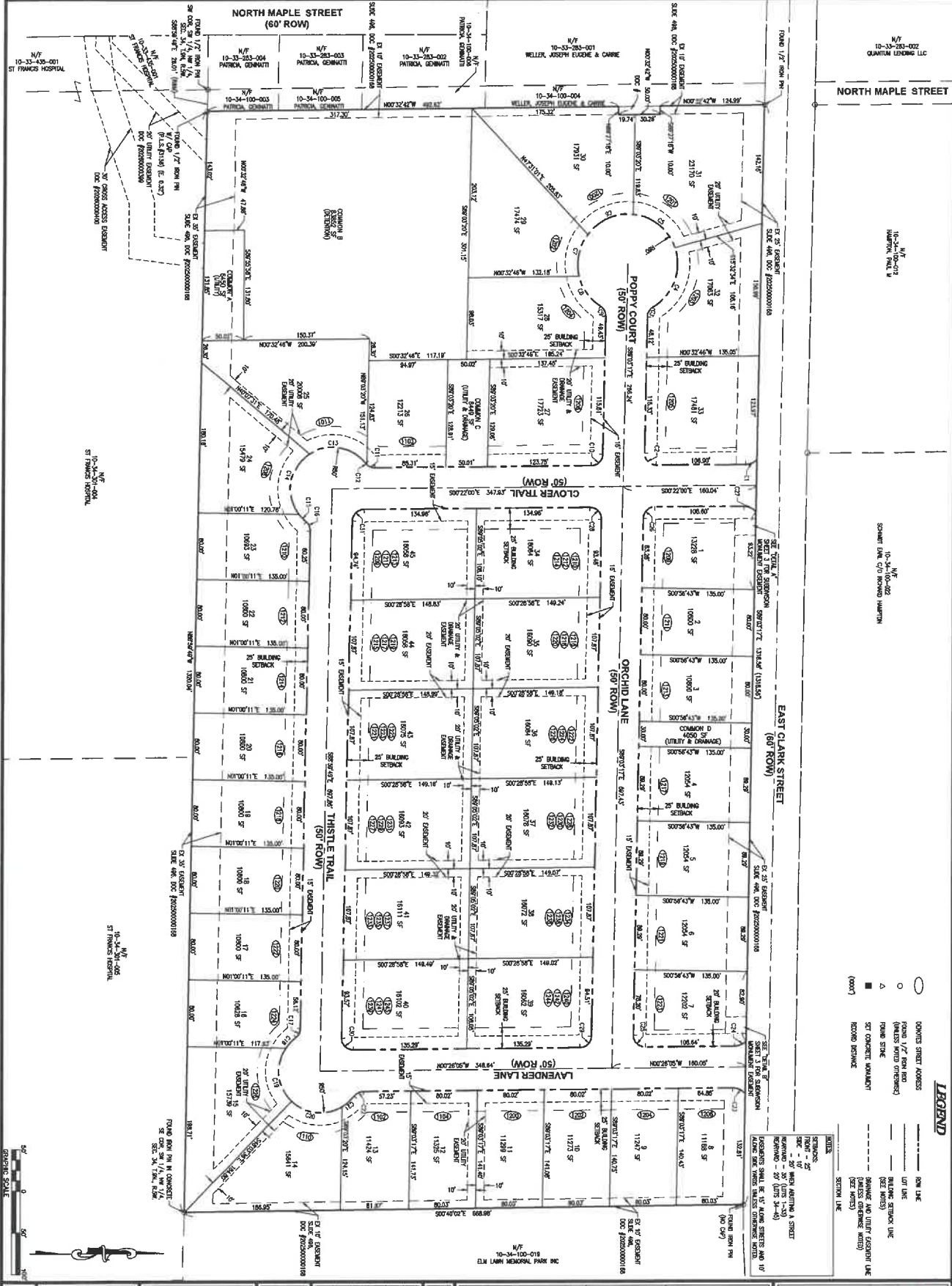
Jacob Fleming  
Mayor  
City of Litchfield  
Montgomery County, Illinois

ATTEST:

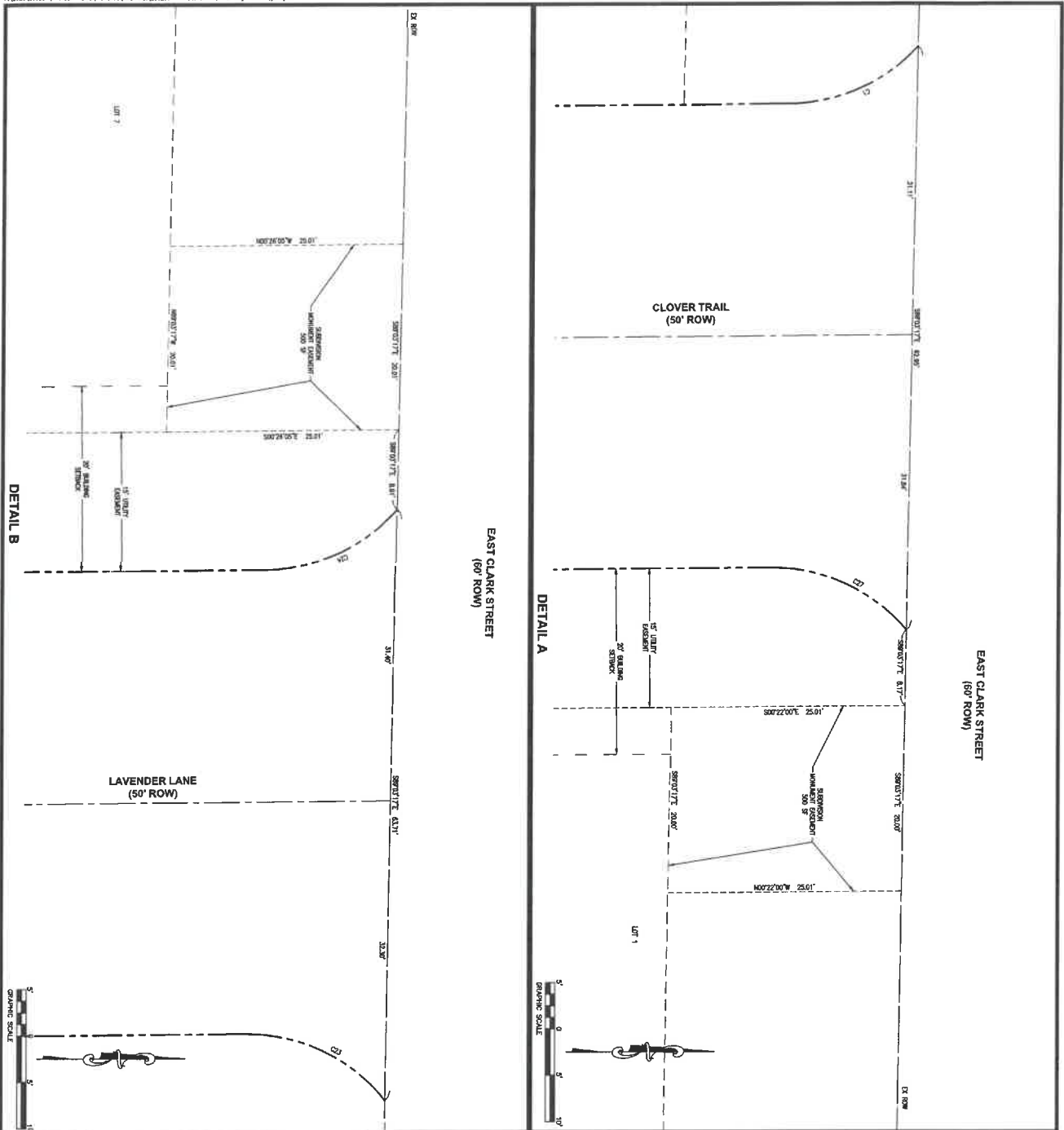
---

Vickie Throne  
City Clerk  
City of Litchfield  
Montgomery County, Illinois





<p><b>THOUVENOT, WADE &amp; MERCHEN, INC.</b>          204 EVERGREEN LANE, UNIT B          GLEN CARBON, ALABAMA 36024          (205) 336-4400          WWW.TWM-INC.COM</p>		<p>CONSULTING ENGINEERING          GEOSPATIAL SERVICES          LAND SURVEYING          SURVEYING          CIVIL ENGINEERING          ENVIRONMENTAL ENGINEERING          MISSISSIPPI          TENNESSEE          COLUMBIA          CHATTANOOGA          ALABAMA</p>
<p>DATE SUBMITTED: 11/15/2023          LICENSE EXPIRATION: 12/31/2024          ISSUED FOR RECORD: 12/01/2023</p>	<p>QUANTITY: 1          DATE SIGNED: 11/15/2023          LICENSE EXPIRATION: 12/31/2024          ISSUED FOR RECORD: 12/01/2023</p>	<p>PROJECT: FINAL PLAT OF          W/LESS CONCRETE MONUMENTS          OF THE FINAL PLAT OF          CHERRY HILLS          MOBILE COUNTY, ALABAMA</p>
<p>DRAWN BY: JMS          CHECKED BY: JMS          APPROVED BY: JMS          PROJECT NO: 260256</p>	<p>TITLE: PLAT</p>	<p>2</p>



**CURVE TABLE**

Curve #	CHORD BEARING	CHORD LENGTH (FT)	ARC LENGTH (FT)	PIECS (FT)
C1	S23°51'11"E	15.23	15.87	15.86
C2	S67°17'27"W	20.02	22.31	14.80
C3	N65°07'25"W	13.82	14.42	14.80
C4	N70°05'37"W	73.90	82.17	80.00
C5	S21°15'47"E	64.30	67.85	60.00
C6	S27°45'30"E	49.17	51.89	60.00
C7	S78°29'01"E	51.95	52.75	60.00
C8	N61°45'29"E	44.54	45.43	60.00
C9	N61°58'52"E	13.82	14.42	14.80
C10	S44°42'09"E	19.57	21.87	14.80
C11	S21°11'49"W	10.20	10.54	14.80
C12	S47°25'28"W	2.28	2.28	14.80
C13	S84°41'48"W	87.42	73.89	50.00
C14	S78°29'30"E	72.50	82.25	50.00
C15	N43°18'18"E	12.20	12.25	50.00
C16	N64°48'30"E	12.20	12.22	14.80
C17	S62°48'09"E	12.20	12.82	14.80
C18	S44°31'09"E	17.23	17.41	50.00
C19	N67°05'54"E	63.83	66.25	50.00
C20	N67°05'50"E	61.15	66.75	50.00
C21	N42°04'47"W	18.20	18.20	50.00
C22	N28°36'47"W	12.20	12.82	14.80
C23	N23°35'07"E	14.85	17.22	14.80
C24	N62°48'07"W	15.29	18.28	19.80
C25	N49°15'19"E	20.04	22.33	14.80
C26	N44°42'09"W	19.57	21.87	14.80
C27	N64°48'48"E	18.12	18.64	19.80
C28	N45°17'27"E	20.02	22.31	14.80
C29	S44°44'41"E	15.25	21.25	14.80
C30	N45°17'07"E	20.05	22.24	14.80
C31	S44°37'27"E	18.28	21.29	14.80

**THOUVENOT, WADE & MOERCHEN, INC.**  
 CLIENT OFFICE  
 204 EVERGREEN LANE, UNIT B  
 GLEN CARBON, ILLINOIS 62534  
 (618) 858-4440  
 WWW.TWMINC.COM

**CONSULTING ENGINEERS**  
 GEOSPATIAL SERVICES  
 ILLINOIS 30ANNEX  
 COLUMBIA  
 PEORIA  
 DECATUR  
 MISSOURI 31.LOUIS  
 COLUMBIA  
 CHATTANOOGA  
 TENNESSEE NASHVILLE  
 CHATTANOOGA  
 ALABAMA

**DESIGNER:** JLV  
**CHECKED BY:** JLD  
**APPROVED BY:** JLD  
**PROJECT NO:** 250254

**DATE:** 11/14/23

**REVISIONS:**

NO.	DATE	DESCRIPTION

**ISSUED FOR RECORD:**

**CONDUITS:**

**SCALE:**

**CURVE TABLE**

3

---

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**“WILDFLOWER”**

**JACK MATTHEWS DEVELOPMENT, LLC.** (“Developer”), is the Owner of the following described real estate:

SEE ATTACHED EXHIBIT “A”

Known as **WILDFLOWER** Subdivision, a subdivision in the part of the West half of the Northwest Quarter of Section 34, Township 9 North, Range 5 West of the Third Principal Meridian, situated in Montgomery County, Illinois (the “Subdivision”).

Now therefore the undersigned do by these presents declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protection the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each owner thereof.

**PREAMBLE**

This Declaration sets forth the covenants and restrictions (“Restrictions”) to be imposed on the Subdivision. These Restrictions contained herein are in addition to the reservations, easements, and rights of way to be imposed by the Subdivision plat as recorded. The Covenants and Restrictions are to run with the land and be binding on all parties, and automatically extended for successive periods of 10 years, unless by a vote of all Owners of at least 67 percent of the lots, it is agreed to revise said Covenants and Restrictions in whole or in part.

The buildings to be constructed in this Subdivision will be single unit buildings on lots 1-33, and multi-family on lots 34-45. Each owner of a lot will own the land as shown on the Plat of said Subdivision.

## RESTRICTIONS

The following restrictions are hereby imposed on all of the lands, lots, and Units, located and to be constructed in the Subdivision.

1. **LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes. All buildings to be erected, altered, placed, or permitted to remain on any Lot shall be residential dwellings, not to exceed two (2) stories in height, excluding the basement, and must include an attached garage.

The dwellings on all lots shall face the internal streets of the Wildflower Subdivision. No lot shall have access from Clark Street for temporary or permanent use, paved or unpaved without prior written approval from both the Wildflower Subdivision Architectural Control Committee and the City of Litchfield.

2. **BUILDING LOCATION.** No building or appurtenances thereto shall be located on any Lot nearer to any street line than the building lines shown on the Plat of the Subdivision as approved by the City of Litchfield and attached hereto as Exhibit "B" (Hereinafter "Subdivision Plat"). No structure shall be located closer than ten (10) feet from any side lot line. For purposes of the setback requirements herein, eaves, steps, and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another Lot or conflict with the Plat of Subdivision.

3. **PLANS AND SPECIFICATIONS.** An Architectural Control Committee is hereby established, which shall initially be comprised of individuals appointed by the Developer (hereinafter called the "Architectural Committee"). The Architectural Committee shall have three (3) members. The following documents shall be submitted to the Architectural Committee for review and approval prior to the issuance of permits from the City of Litchfield or commencement of any site preparation or construction on any Lot, to-wit:

- A. Floor Plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Name of General Contractor and Construction Company;
- E. Plot plan showing front, side and rear setback lines, driveways, parking areas, and location of all structures on the Lot prepared by a surveyor licensed in Montgomery County;
- F. Landscaping plan;
- G. Grading plan;

The items in 3A-G shall collectively be "Plans".

Any Plans submitted to the Architectural Control Committee must be in compliance with the Subdivision Plat. No structure may be constructed or altered until the Plans for same have been approved as hereafter set forth. The Architectural Committee shall have the sole and absolute discretion in the approval or disapproval of all Plans in the Subdivision pursuant to these Restrictions. All Plan items shall be submitted to the Architectural Committee; the Architectural Committee shall have thirty (30) days to approve or disapprove of Plans. Any Plans not disapproved within said period shall be deemed approved. The members of the Architectural Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, are hereby granted an easement prior to, during, and after completion of the construction of any structure or improvement whatsoever, and in discharging their duties

hereunder, to enter upon any Lot in the Subdivision, and will not be deemed to be trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as the deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The initial members of the Architectural Committee shall be appointed by the Developer and hold office until 30 Lots in the Subdivision are sold. In case of the death, dissolution or resignation of any of the initial members while holding such office, Developer shall have the right to name substitute members and new members of the Architectural Committee until 30 of the 45 Lots in the Subdivision are sold. Commencing with the sale of the first 30 Lots in the Subdivision, the Homeowners Association described below shall elect three members of the Architectural Committee. At the first such meeting, two members of the Architectural Committee shall be elected for one-year terms, and one member for a two-year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two-year terms, to replace the member or the members of the Architectural Committee whose term expires.

**4. DWELLING SIZE AND MISCELLANEOUS.**

4.1 Each dwelling unit shall contain not less than:

Lots 1-23 (Group A):

Minimum Square Footage Ranch: 1,400

Minimum Square Footage 2-Story: 1,800

Lots 14,15,24-33 (Group B):

Minimum Square Footage Ranch: 2,000

Minimum Square Footage 2-Story: 2,400

Lots 34-45 (Group C) Multi-Family:

Minimum 3 units per lot

4.2 Only one-story, one-and-one half story, or two-story dwellings shall be permitted on any Lot.

4.3 No split-foyer dwelling shall be permitted.

4.4 Each dwelling unit shall have a garage fully capable of housing a minimum of two automobiles. The character and design of garages must conform to the character and design of the dwelling structure. No detached garages are permitted on any Lot. Each Lot shall have a concrete driveway capable of parking a minimum of two automobiles leading from street to garage.

4.5 No temporary or permanent antennae or solar arrays will be allowed to be mounted on the ground. One satellite dish per unit may be attached to the dwellings, but only installed on the rear of the dwellings.

4.6 Recreational apparatus including, but not limited to swing sets, playground equipment, basketball goals, or similar devices are prohibited in the Subdivision. No above ground swimming pools will be permitted.

4.7 No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

4.8 No Lot or driveway, outside the exterior wall of the main residential structure or garage, shall be used for blocking or jacking of vehicles or automobiles of any kind for repair, or for repairing any one or more automobiles, for any period of time.

4.9 No shed, trailer, recreational vehicle, tent, shack, barn, garage, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

4.10 No trucks, trailers, or commercial vehicles will be allowed to stand on any Lot, other than service vehicles making deliveries and light pickup and panel trucks. No boats, campers, trucks, mobile equipment, vans, motor homes or recreational vehicles will be permitted to stand or be stored, for any length of time, outside the dwelling or garage on any Lot in the Subdivision.

4.12 Any and all mechanical work, or vehicle maintenance (except for washing or waxing) will be performed in the garage of each residence.

4.13 No structure of any kind shall be allowed on any Lot, except the building housing the Units, and nothing shall be stored in the open, outside said dwelling or garage, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, visible garbage cans or clotheslines shall be allowed.

4.14 The building which may be erected on a Lot shall be constructed of good quality, new materials, suitable for the use in the construction of residences and no old buildings or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. Lots 1-23 (Group A) shall have a minimum of 25% of the front exterior elevation (excluding windows, doors, and gables) of each dwelling shall be constructed of brick or natural/manufactured stone. Lots 14,15,24-33 (Group B) shall have a minimum of 50% of the front exterior elevation (excluding windows, doors, and gables) of each dwelling shall be constructed of brick or natural/manufactured stone. Lot 34-45 (Group C) shall require the approval of by the Architectural Committee. The balance of the exterior walls may be finished with lap-style LP SmartSide hard siding or equal, no vinyl siding shall be allowed. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, under-eave, overhang and porch areas.

4.15 All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Unit Owner, and shall be subject to the approval of the Architectural Committee.

4.16 No retail business of any kind shall be permitted in the Subdivision, nor any business whatsoever except home offices not open to the public which are permitted under the ordinances of the City of Litchfield.

4.17 Garden plots not greater than 200 square feet in size are allowed on Lots 1-33 in the rear yards only. Garden plots shall be NOT allowed on Lots 34-45.

4.18 No walls, fences of any kind, or retaining walls shall be allowed in the front or side yard of any lot. Fences not greater than four feet in height shall be allowed only within the rear yard in or on any part of any Lot within the Subdivision. No fences shall be allowed in easement areas or closer than one foot to any property line. Fences shall be black aluminum picket style fence only. No chain link, wire, wood, or other metal fences are allowed. Underground dog fences shall be permitted upon approval by the Architectural Committee.

4.19 Each Lot Owner shall strictly comply with the setback and building lines shown on the aforesaid Subdivision Plat.

4.20 All dwellings shall be landscaped within ninety (90) days of completion, including but not limited to planting beds across the dwelling's front elevation, which shall consist of ornamental shrubs, ground covers, mulch, ornamental rock and other materials. Each lot shall also be required to plant a minimum of one canopy tree, 2" or larger in caliper in the front yard. The front yards of each lot will have sod installed, seeding is only acceptable at the rear and side yards. Lots 1-8 and 31-33 shall also be required to plant 6-8 ft evergreen trees along the frontage with Clark Street at a minimum initial quantity of one tree for every 15 feet of frontage. Landscaping plans shall be approved by the Architectural Committee prior to installation.

4.21. Only furniture designed for patio/outdoor use is allowed on front porches. No interior furniture shall be used or kept on the exterior of any home.

5. **ROOFS.** All main roof slopes must be constructed with pitch of not less than 4/12. Shingles must be heavyweight architectural shingles having a textured design and appearance, and be constructed of fiberglass, asphalt shingle, or wood materials. Any questions on architectural shingles meeting requirements will be addressed to the Architectural Committee.

6. **MAILBOXES.** All Lot Owners will be required to utilize cluster mailboxes installed by the Developer.

7. **LIVESTOCK AND PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs or cats kept inside as house pets. No pets of any kind will be permitted to be kept outside the dwelling in exterior kennels or houses or maintained for any commercial purpose. No more than two pets shall be kept in any Dwelling Unit.

8. **CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY.**

8.1 During the entire duration of construction on individual lots of the Subdivision, Lot Owner is required to provide a 20 cubic yard trash container, portable restroom for workers, temporary aggregate drive, and perimeter siltation fencing. During the construction, maintenance or refurbishment of any building, Unit or Lot, and littering or damage to the public and private roadways and easements of the Subdivision, and any cleanup or restoration of them, (including dirt or mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed.

8.2 Developer shall be responsible for mowing, landscape, trimming, and snow removal of common areas until the date when 30 of the 45 lots of the Subdivision have been sold; Developer may collect reasonable assessments from each Lot Owner to reimburse itself for the cost of such services, all

as more fully described below in Article 13 hereof. Thereafter, the Owners Association shall be responsible for mowing and landscape maintenance of Subdivision, and up to the street or curbs, such that the Subdivision will always present a neat, clean and attractive appearance. Landscaping shall be completed within 90 days of substantial completion of the dwelling.

8.3 The burning of any material outside of any dwelling is prohibited, except the burning of leaves in conformity with the Statutes of the State of Illinois and Ordinances of the City of Litchfield.

8.4 All sites shall have a finish grade that will allow the natural flow of surface water drainage from one lot to another without erosion or damage. Under no circumstances shall the owner of any Lot or parcel of land in the Subdivision alter the topographic conditions of said Owner's property in any way that will permit or cause additional quantities of water to flow from or across said owner's property and onto any adjoining property or public right-of-way. Grading shall be sloped and tapered at the side or rear Lot lines in such a manner as to permit construction on an adjacent Lot without the need for retaining walls. Gutter downspouts run-off shall be connected underground to storm sewers whenever permitted by municipal regulations but shall never be connected to any sanitary sewer.

8.5 It shall be the responsibility of the Lot Owner to construct 60 inch wide by 4 inch thick concrete sidewalks along the entire Lot frontage prior to occupancy permit. Sidewalks and driveway paving shall be located and constructed in compliance with all applicable specifications of the City of Litchfield.

8.6 All permits and approvals shall be in place and construction is to commence within thirty-six (36) months of purchase of lot from Developer. Construction of the residence must be completed within twelve (12) months of commencement thereof.

**9. LIMITED COMMON AREA.**

9.1 a "Limited Common Area" is a part of the common area as shown on the Subdivision Plat, however the use of such area is limited to the Members of the Owners Association.

9.2 Sanitary sewer and domestic water laterals from the public main to the dwelling are the responsibility of lot owners to install and maintain in compliance with City of Litchfield ordinances.

9.3 All common ground areas and detention areas are owned and maintained by the Owners Association.

**10. RESERVED.**

11. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish, garbage or other waste shall not be kept, except in sanitary containers located inside the dwelling, except at which time the trash receptacles are placed at the street curb for municipal pick up.

12. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities, drainage facilities, and sidewalks are reserved, as shown on the above-mentioned recorded Subdivision Plat. No building or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot Owner.

13. **ASSESSMENTS.** Annual and special assessments may be established and levied against each Lot and its Owners by Developer and, when applicable, by the Homeowners' Association, for payment of the costs of the services to be provided by Developer pursuant to Paragraph 8.2 above, and Section 14, below, **SERVICES TO BE PROVIDED BY DEVELOPER**, and to pay the cost of: maintenance of street and entrance monuments and landscaping, subdivision fences, berms, detention basins, drainage and entrance improvements, mailbox structures, any amenities in the Subdivision for the use of the Lot owners, and for any other duties, powers and responsibilities of the Homeowners Association. Annual assessments shall be established by the directors of the Homeowners Association. Payment of an assessment shall be made within 30 days' notice of said assessment. Any unpaid assessment against a Lot shall be the personal obligation of each Owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon recording a notice thereof in the Montgomery County, Illinois Recorder's Office; if such notice is not filed on or before one year from the due date of said assessment, said right to a lien shall expire. Any purchaser, lender or title company shall have the right to rely on any statement or assurance by any office of the Homeowners Association, of the amount or payment of any such lien.

14. **SERVICES TO BE PROVIDED BY DEVELOPER.** Until 30 of the 45 Lots in the Subdivision are sold, Developer will provide lawn mowing, landscape trimming, and snow removal of the Common Ground Areas. Snow removal will be provided whenever there is measurable accumulation in excess of three (3) inches. After the sale of 30 of the 45 Lots of the Subdivision, the Owners Association will be responsible for performance of these duties.

15. **RESERVED.**

16. **HOMEOWNERS ASSOCIATION.** After 30 of the 45 total homes have been sold by Developer, "WILDFLOWER OWNERS Association" (or a name substantially similar thereto) shall be established as a not-for-profit corporation, herein called the "Owners Association", which shall be vested with all powers, duties, and responsibilities of the Owners Association set out in these Restrictions and as provided by law; title to all commons, amenities, landscaping, Subdivision fences, entrance improvements, easements, and Subdivision appurtenances shall be conveyed by Developer to the Owners Association. The Owners Association will assume responsibility for the maintenance of all common grounds, (except limited common areas as herein provided), and properties at such time. The Developer shall convey all common areas and green space areas to the Owners Association 90 days from the date that the Owners Association is established as a not-for-profit corporation. The Owners of each Lot shall collectively own one (1) share in the Owners Association. The Owners Association shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Restrictions. The Owners Association shall have the right to assess dues for maintenance of the Subdivision and to provide funds reasonably sufficient to perform its duties. The Owners Association shall have the right, concurrent with any other Lot Owner, and with Developer, to enforce these Restrictions. Majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Owners Association, except as set out herein or in the bylaws adopted by the Owners Association. The members of the Architectural Committee at the time of formation of the Owners Association shall be the Organizers of the not-for-profit corporation and will be the original Board of the Association until Board members who are Lot owners have been selected by a majority of the Unit owners. Thereafter the Owners Association, through the duly elected Board, will function pursuant to law and the bylaws, which are attached hereto as Exhibit B.

17. **TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.** These Restrictions run with the land and shall be binding on all parties, and all parties and all persons claiming under them, until twenty (20) years from the date of recording hereof, at which time the Restrictions shall automatically be extended for successive periods of ten (10) years, unless by a vote of the Owners of at least sixty percent (60%) of the Lots, it is agreed to change said Restrictions in whole or in part. Until the last Lot in the Subdivision is sold by the undersigned, these Restrictions may be amended by Developer as to administrative manners and as to matters that are for the benefit and welfare of the Subdivision. These restrictions may be amended at any time prior to twenty (20) years from the date of recording hereof, or thereafter, by approving vote of at least sixty percent (60%) of the Units, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners Association hereinbelow established, in the Montgomery County, Illinois Recorder's Office. If the parties hereto, or any of them, or their heirs, successors, personal representative, or assigns shall violate or attempt to violate any of the Restrictions herein, it shall be lawful, and power of authority is hereby given, to any other person owning any of the above described real property, and to the Homeowners Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs and attorney's fees incurred in such proceeding. Invalidation of any one of these Restrictions, or any portion thereof, by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

**SIGNATURES ON FOLLOWING PAGE**

NOW THEREFORE, Developer, in order to implement the provisions of the foregoing Restrictions, does hereby set its hand on the date hereafter set forth, by its authorized manager and/or representative.

IN WITNESS WHEREOF, the undersigned has set its hand, but its authorized representative or agent this \_\_\_\_ day of \_\_\_\_\_, 2026.

DEVELOPER  
JACK MATTHEWS DEVELOPMENT, LLC.

\_\_\_\_\_  
Matthew J. Pfund, President

\_\_\_\_\_

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF MADISON )

The undersigned, a Notary Public, in and for said County and State aforesaid, DOES HEREBY CERTIFY THAT Matthew J. Pfund, personally known to me to be the President of Jack Matthews Development and the same person whose name are subscribed to the foregoing instrument appeared before me in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"  
LEGAL DESCRIPTION

Part of Lot 1 of Schmidt Estates, a minor subdivision, reference being had to the plat thereof in the Montgomery County Record's Office on Slide 496 as Document #202500000168, being part of the West Half of the Northwest Quarter of Section 34, Township 9 North, Range 5 West of the Third Principal Meridian, County of Montgomery, State of Illinois, and being more particularly described as follows:

Beginning at a found iron pin at the northwest corner of said Lot 1; thence on an assumed bearing of South 89 degrees 03 minutes 17 seconds East, on the north line of said Lot 1, a distance of 1318.58 feet to the northeast corner of said Lot 1; thence South 00 degrees 40 minutes 02 seconds East, on the east line of said Lot 1, a distance of 668.98 feet to the southeast corner of said Lot 1; thence North 88 degrees 59 minutes 49 seconds West, on the south line of said Lot 1, a distance of 1320.04 feet to the southwest corner of said Lot 1; thence North 00 degrees 32 minutes 42 seconds West, on the west line of said Lot 1, a distance of 492.62 feet; thence North 89 degrees 27 minutes 18 seconds East, 10.00 feet; thence North 00 degrees 32 minutes 42 seconds West, on a line being 10.00 feet easterly of and parallel with said west line of Lot 1, a distance of 50.00 feet; thence South 89 degrees 27 minutes 18 seconds West, 10.00 feet to said west line of Lot 1; thence North 00 degrees 32 minutes 42 seconds West, on said west line, 124.99 feet to the Point of Beginning.

Said parcel contains 20.22 acres, more or less.

Subject to right of ways, easements, conditions and restrictions of record.

EXHIBIT "B"

**BY-LAWS OF WILDFLOWER**

**ARTICLE I  
APPLICABILITY**

**Section 1.01 The Development**

The development is located along Clark Street in Litchfield, IL.

**Section 1.02 Applicability of the By-Laws**

The provisions of these By-Laws shall be applicable to the development as described in Section 1.01.

**Section 1.03 Personal Application**

A.) All present and future owners, tenants, future tenants or their employees or any other person, who might use the facilities of the development in any manner, are subject to the regulations set forth in these By-Laws. The mere purchase, acquisitions, rental or mere occupancy of any of said lots will signify that these By-Laws are accepted and ratified and will be complied with. It will be the responsibility of the seller to provide copy of the By-Laws to potential buyers and real estate listing agents.

**ARTICLE II  
VOTING, MAJORITY OF OWNERS, QUORUM AND PROXIES**

**Section 2.01 Voting**

Voting shall be on a one (1) vote per lot basis and only the owner or the owner's Proxy may vote. There are forty-five (45) votes possible in the Association.

**Section 2.02 Majority of Owners**

As used in these By-Laws, the term majority of owners shall mean those lot owners holding at least eight (8) of the votes at any given meeting.

**Section 2.03 Quorum**

In any meeting of the Association where a voice of the lot owners is required for approval of any action, at least eight (8) of the voters shall be present either in person or by proxy in order to have a quorum.

**Section 2.04 Proxies**

Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting. An owner may file written notice with the Association designating an individual who shall vote at meetings of the Association and receive notices and other communications from the Association on behalf of such owner. Said notice shall state the name and address of the individual representative so designated, the number of lots owned by the owner and the name and address of the owner and shall be signed by the owner. The owner may change the individual representative at any time by filing a new notice as required herein.

**Section 2.05 Changes**

Any changes to the By-Laws or Covenants must be approved by the defined majority of owners. Any request for changes must be submitted in writing to the officers. The proposal will be reviewed and submitted to the homeowners for vote.

### **ARTICLE III ASSOCIATION OF OWNERS**

#### **Section 3.01 Creation and Responsibilities**

The owners of the lots shall be herein referred to as The Wildflower Owners Association which will have the responsibility of administering the development, approving the annual budget, establishing and collecting annual special assessments and enforcing the Declaration of Covenants and Restrictions. These duties may be delegated to the Officers by the provision of these By-Laws or by duly approved resolution of the Association. Merger or consolidation of the Association, the sale, exchange, mortgage, pledge or other disposition of all or substantially all of the assets of the Association and the purchase or sale of land or lots on behalf of all the owners shall require approval by the majority of the lot owners. Except as otherwise provided in these By-Laws or the Declarations. The decisions and resolutions of the Association shall require approval by a majority of owners. The Association shall be organized and operated as a not-for-profit corporation under the laws of the State of Illinois.

#### **Section 3.02 Place of Meetings**

Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Association officers.

#### **Section 3.03 Annual Meetings**

The annual meetings of the Association shall be held on the second week of June each year. At such meeting there shall be elected officers of the Association in accordance with Section 4.04 of these By-Laws. The owners may also transact other business of the Association as may properly come before them.

#### **Section 3.04 Special Meetings**

It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Association officers or upon a petition signed by 13 of the lot owners and presented to the Secretary. The President may upon his/her own initiative, call special meetings of the owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless accompanied by the consent of the majority of the owners present either in person or proxy.

#### **Section 3.05 Notice of Meetings**

It shall be the duty of the Secretary to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

#### **Section 3.06 Adjourning Meetings**

If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

#### **Section 3.07 Order of Business**

The following order of business at all meetings of the owners shall be as follows:

- a. Roll Call
- b. Proof of notice of meeting or waiver of notice
- c. Reading of minutes of preceding meeting
- d. Reports of officers
- e. Report of committees
- f. Election of inspectors or election
- g. Election of officers
- h. New business

#### **ARTICLE IV OFFICERS SECTION**

##### **Section 4.01 Number and Qualification**

The affairs of the Association shall be governed by officers composed of four (4) persons, all of whom must be owners of lots in the development.

##### **Section 4.02 General Power and Duties**

The officers shall have the power and duties necessary for the administration of the law affairs of the Association and may do all such acts and things as are not prohibited by law or these By-Laws directed to be exercised and done by the owners.

##### **Section 4.03 Specific Duties**

In addition to duties imposed by these By-Laws by resolution of the Association, the officers shall be responsible for the following:

- A.) Care, upkeep and surveillance of the development, the common area and facilities, including disbursement of funds from the account of the Association to cover payments.
- B.) Obtaining adequate and appropriate kinds of insurance.
- C.) Owning, conveying, encumbering, leasing or otherwise dealing with lots or other property conveyed to or purchased by it.
- D.) Preparation, adoption and distribution of the annual budget for the Association.
- E.) Adoption and amendment of rules and regulations covering the details of the operation and use of the common areas including, but not limited to, setting amounts of annual assessments and fines for violations of the Covenants and Restrictions or these By-Laws. The officers shall, within 30 days of the last day of a calendar year, provide Owners with a schedule of fees and assessments that will be applicable in the succeeding year.
- F.) Appointment of the Architectural Control Committee.

##### **Section 4.04 Election and Term of Office**

At the first annual meeting of the Association the term of office of four (4) officers shall be fixed at: President, two (2) years. Vice President, one (1) year. Secretary, two (2) years. Treasurer, one (1) year. At the expiration of the initial term of office of each officer, his/her successor shall be elected to serve the

same term. The officers shall hold office until their successors have been elected and hold their first meeting.

#### **Section 4.05 Vacancies**

Vacancies among the officers of the Association caused by any reason other than the removal of an officer by a vote of the Association shall be filled by vote of the majority of the remaining officers, even though they may constitute less than quorum and each person so elected shall be an officer until a successor is elected at the next annual meeting of the Association.

#### **Section 4.06 Removal of Officers**

At any regular meeting duly called, any one or more of the officers may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any officer whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

#### **Section 4.07 Organization Meeting**

The first meeting of newly elected officers shall be held within ten (10) days of the election at such place as shall be fixed by the officers at the meeting at which such officers were elected and no notice shall be necessary to the newly elected officers in order for such meeting to be legally constituted, provided a majority of all the officers shall be present.

#### **Section 4.08 Regular Meetings**

Regular meetings of the officers may be held at such time and place as shall be determined, from time to time, by majority of the officers, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the officers shall be given to each officer at least forty-eight (48) hours prior to the day named for such meeting held to discuss litigation in which the Association is involved or is likely to become involved.

#### **Section 4.09 Special Meetings**

Special meetings of the officers may be called by the President on at least forty-eight (48) hours' notice to each officer in the manner specified in Section 4.08, which notice shall state the time, place (as provided above) and purpose of the meeting. Special meetings of the officers shall be called by the president or Secretary in like manner and on like notice on the written request of at least three (3) officers.

#### **Section 4.10 Fiduciary Insurance Coverage**

The Association shall obtain and maintain fidelity insurance covering persons who control or disburse association funds, consisting of a fidelity bond that covers the maximum amount of funds that will be the custody of the Association plus the Association reserve fund and officers liability coverage at a level that should be determined to be reasonable by the officers, if not otherwise established in the Declaration or By-Laws.

#### **Section 4.11 Indemnification of Officers**

The officers shall be entitled to indemnification from the Association for any and all liabilities resulting from acts or omissions done or failed to be done by them, either individually or collectively, in the reasonable discharge of their duties, responsibilities and authority under these By-Laws, except for liabilities arising from willful and wanton misconduct or gross negligence. The officers shall procure a policy of insurance, in the name of the Association, covering such indemnification. The officers shall

provide ten (10) days written notice to each lot owner before any payment is made to any officer under this clause.

#### **Section 4.12 Architectural Control Committee**

The officers shall appoint at least three (3) members of the Association to be on the Architectural Control Committee. Such committee shall be annually appointed by the officers at the organization meeting of each new officer and shall continue on the committee at the pleasure of the officers. The committee shall strictly adhere to the requirements for architectural review and written approval required by such committee in the Declaration of Covenants and Restrictions.

### **ARTICLE V OFFICERS**

#### **Section 5.01 Designation of Officers**

The principal officers of the Association shall be President, a Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Association.

#### **Section 5.02 President**

The President shall be the chief executive officer of the Association. He/she shall preside over all meeting of the Association and of the officers. They shall have all of general powers and duties which are usually vested in the office of President of an Association, including but not limited to that power to appoint committee from among the owners from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

#### **Section 5.04 Vice President**

The Vice President shall take the place of the president and perform his/her duties whenever the president shall be absent or unable to act. If neither the President nor the Vice President is able to act, the officers shall appoint some other member of the officers to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the officers.

#### **Section 5.05 Secretary**

The Secretary shall keep the minutes of all meetings of the officers and the minutes of all meetings of the Association. He/she shall have charge of such books and papers as the officers may direct and he/she shall, in general, perform all the duties incident to the office of the Secretary.

#### **Section 5.06 Treasurer**

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all moneys and other valuable affects in the name, and to the credit, of the Association such depositories as may from time to time by designated by the officers.

#### **Section 5.07 Compensation of Officers**

The officers shall receive no compensation for their services but shall be entitled to reimbursement from the Association for all expenses reasonably incurred in the discharge of their duties and responsibilities.

**ARTICLE VI  
FINANCE AND ADMINISTRATION**

**Section 6.01 Books and Records**

The officers, through the treasurer and management agent, shall keep accurate books and financial records of the project and the Association, including but not limited to, a detailed account of the expenditures and receipts affecting the project. Such expenses shall be determined and allocated as hereinafter provided.

**Section 6.02 Periodic Financial Statements**

The officers shall cause to be prepared and distributed to each lot owner annually an itemized account of the common expenses actually incurred and paid during the preceding period, together with a tabulation of the amounts collected pursuant to the annual budget or by assessment and showing the net excess or deficit of income over expenditures plus reserves. Any lot owner, upon ten (10) days' notice to the officers and payment of a reasonable fee not to exceed the actual cost of preparation, shall be furnished with a statement of account setting forth unpaid assessments or other charges due and owing.

**Section 6.03 Access to Books and Records**

The books and records of the Association and all other documents pertaining to the project shall be open to inspection by any owner at all reasonable times during regular business hours.

**Section 6.04 Preparation of Annual Budget**

In preparing the annual budget of the Association, the officers shall include provision for reasonably anticipated expenses resulting from normal maintenance and wear and tear to the common areas and facilities and extraordinary expenses that will be required, salaries and compensation for any employees of the Association not in excess of the prevailing rate, insurance premiums, reasonably incidental expenses related to the administration of the project and reserves required under these By-Laws or deemed necessary by the officers to meet unanticipated expenses and such other items as are designated as expenses of the Association by the Declaration, these By-Laws, or by law. All expenses shall be itemized specifically and in detail the anticipated amount of each such item or service shall whenever possible be determined from a contract with or estimate from a good-faith determination as to the cost at which such item or service can be obtained. Each lot owner must be provided with a copy of the annual budget at least thirty (30) days prior to its adoption by the officers.

**Section 6.05 Insurance**

A.) The officers shall provide a policy of insurance, covering loss or damage by fire and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the common areas and facilities, if any.

B.) The officers shall also purchase a comprehensive public liability policy in the amount of \$1,000,000.00 or such other amount as may be determined by the officers, the management agent and all other agents or employees of the project for liabilities arising in connection with the ownership, use, existence or management of the common areas.

**Section 6.06 Remedies**

A.) The rules and regulations adopted by the officers may impose reasonable fines for noncompliance with the provisions thereof and may provide for reasonable interest and late charges on past due assessments.

B.) Any dispute, claim or grievance arising out of, or relating to the interpretation or application of the Declaration, By-Laws or management agreement, if any, shall upon request of the parties thereto, be submitted to arbitration before the disinterested officers, or, if the officers or the Association is a party, each party shall select an arbitrator and both of the arbitrators so selected shall in turn select a third arbitrator. The commercial arbitration rules of the American Arbitration Association shall be applicable so any Arbitration commenced hereunder, and the parties thereto shall accept the decision of the arbitrators as final and binding. The management agreement shall contain provisions making this section applicable to all parties thereto.

C.) The owners, Association, management agent and any interested parties shall additionally have such judicial remedies as are established or permitted by law, except insofar as such remedies are validly limited by paragraph b above.

#### **Section 6.07 Liens**

A.) The procedures in the event of attachment of a mechanic's lien shall be as set forth in the Condominium Property Act.

B.) All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any lot shall constitute a lien on such lot as more particularly described in and governed by the Declaration and shall be the same procedure as set forth in the Condominium Property Act.

### **ARTICLE VII OBLIGATIONS OF OWNERS**

#### **Section 7.01 Assessments**

All owners are obligated to pay annual and special assessments imposed by the Association to meet the expenses set forth in its annual budget. The assessments shall be made pro rata in accordance with the number of lots or fraction thereof.

#### **7.02 Use of Common Areas and Facilities**

Lot owners shall not place or cause to be placed any furniture, lawn equipment or other property on any common property of the Association for such owner's exclusive or limited use or otherwise limit the use of any such common property.

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE ACCEPTING SURETY BOND FOR OUTSTANDING  
INFRASTRUCURE AND ACCEPTING COMPLETED INFRASTRUCTURE FOR  
WILDFLOWER SUBDIVISION**

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, Jack Matthews Development (“JMD”) is the developer of a residential subdivision within the corporate limits of City identified as “Wildflower Subdivision”; and

WHEREAS, JMD desires to have Wildflower Subdivision final platted prior to completing the infrastructure improvements to Wildflower Subdivision and dedicating the infrastructure improvements to City; and

WHEREAS, City Code Chapter 154, Section 154.052(D) permits a developer to final plat a subdivision prior to inspection, approval, and acceptance of infrastructure improvements as long as said developer provides a surety bond, a certified check, or an irrevocable letter of credit sufficient to assure the completion of any remaining required improvements; and

WHEREAS, in the event developer fails to complete the infrastructure, according to City Code Section 154.052(D)(12)(b), and the supporting City Ordinances, City is entitled to the amount of the surety bond, certified check, or irrevocable letter of credit or commitment from a lending institution in the amount of 125% of the value of said outstanding improvements; and

WHEREAS, JMD desires to have Wildflower Subdivision final platted prior to the completion of all infrastructure improvements by providing a surety bond pursuant to City Code; and

WHEREAS, JMD has provided City with a list of outstanding infrastructure improvements that have not been completed, and the cost of completion, as certified by a registered professional engineer of Illinois (*See Exhibit A*); and

WHEREAS, the surety bond from JMD is for \$347,791 (**Exhibit B**), which represents 125% of the amount of outstanding infrastructure improvements that have not been completed as certified by a registered professional engineer of Illinois (**Exhibit A**); and

WHEREAS, City has determined the infrastructure completed to date for Wildflower Subdivision manifests substantial compliance with the design and improvements standards of the City Code; and

WHEREAS, to the City Council’s knowledge and belief, the infrastructure completed to date for Wildflower Subdivision complies with all pertinent requirements of state law; and

WHEREAS, City's engineer has determined the infrastructure completed to date for the Wildflower Subdivision should be accepted; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to accept the surety bond from JMD for the Wildflower Subdivision as stated herein (*see Exhibit B*) and to accept the infrastructure completed by JMD to date for the Wildflower Subdivision.

**NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF LITCHFIELD:**

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

*Section 2.* By providing a surety bond for \$347,791, or 125% of the value of the infrastructure improvements for Wildflower Subdivision that have not yet been completed (*See Exhibit B*), JMD has met the requirements of City Code Chapter 154.

*Section 3.* The surety bond provided by JMD (*See Exhibit B*) is accepted by City.

*Section 4.* The infrastructure completed to date for the Wildflower Subdivision is hereby accepted by City.

*Section 5.* 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, approved by the Mayor, 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

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ACCEPTING MAINTENANCE BOND FOR COMPLETED  
INFRASTRUCTURE FOR WILDFLOWER SUBDIVISION**

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, Jack Matthews Development (“JMD”) is the developer of a residential subdivision within the corporate limits of City identified as “Wildflower Subdivision”; and

WHEREAS, City Code Chapter 154, Section 154.052(E) requires a developer to maintain financial responsibility for all improvements in a major subdivision until the two-year maintenance period has expired by posting a maintenance bond or escrow deposit in the amount of 50% of the total improvement costs; and

WHEREAS, in the event the improvements are found to be defective, according to City Code Section 154.052(E)(4), they shall be replaced at the owner/developer’s expense; and

WHEREAS, JMD desires to have the completed infrastructure for the Wildflower Subdivision accepted by and dedicated to City; and

WHEREAS, pursuant to City Code Section 154.052(e), JMD has proposed a maintenance bond for completed infrastructure for the Wildflower Subdivision in the amount of \$1,648,006 (*See Exhibit A*), which represents 50% of the cost of the completed improvements; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to accept the maintenance bond from JMD for the Wildflower Subdivision completed infrastructure (*see Exhibit A*).

**NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE  
CITY OF LITCHFIELD:**

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

*Section 2.* By providing a maintenance bond for \$1,648,006 for completed infrastructure improvements for Wildflower Subdivision (*See Exhibit A*), JMD has met the requirements of City Code Chapter 154.052(E).

*Section 3.* The maintenance bond provided by JMD for completed infrastructure in the Wildflower Subdivision in the amount of \$1,648,006 (*See Exhibit A*) is accepted by City.

*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, approved by the Mayor, 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

**City of Litchfield  
City Council  
February 19, 2026**

**Agenda Item:** A motion to approve an Ordinance amending the Municipal Code, Appendix B, S-2 special uses to change “non-commercial recreational uses and clubs” to “recreational uses and clubs”.

A motion to approve an Ordinance rezoning 705 N. Jefferson (PIN# 10-33-314-001 & 10-33-314-002) from S-1 single family to S-2 single family.

A motion to approve a Resolution making separate statement of findings of fact in connection with an Ordinance granting a Special Use Permit for a recreational use in the S-2 residential zoning district.

A motion to approve an Ordinance granting a Special Use Permit to Purler Wrestling, Inc. for recreational use (specifically, a wrestling training center) at 705 N. Jefferson. PIN# 10-33-314-001 & 10-33-314-002

**Background:** Purler Wrestling, Inc. is under contract for 705 N. Walnut contingent upon the above approvals from the City. They run a successful wrestling training center and wish to open an additional location in Litchfield at the former Russell School.

**Budget Impact:** N/A

**Recommendation:** The Planning & Zoning Board will consider this on 2/16/26. The City Administrator, Building Inspector, and Fire Chief recommend approval.

**ORDINANCE NO: \_\_\_\_**

**ORDINANCE AMENDING CITY CODE, TITLE XV- LAND USAGE, CHAPTER 150 – ZONING, APPENDIX B – SCHEDULE OF PERMITTED USES AND ACCESSORY USES, PROHIBITED USES; SPECIAL USES**

**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 Title XV – Land Usage, Chapter 150 – Zoning, Appendix B – Schedule of Permitted Uses and Accessory Uses, Prohibited Uses; Special Uses to remove “non-commercial” from Special Uses for S-2 zoning; and

**WHEREAS**, City has determined that it is necessary to amend Title XV – Land Usage, Chapter 150 – Zoning, Appendix B – Schedule of Permitted Uses and Accessory Uses, Prohibited Uses; Special Uses of the City Code to expand Special Uses within S-2 zoning; and

**WHEREAS**, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to amend Title XV – Land Usage, Chapter 150 – Zoning, Appendix B – Schedule of Permitted Uses and Accessory Uses, Prohibited Uses; Special Uses of the City Code in order to remove “non-commercial” from Special Uses for S-2 zoning; 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 remove “non-commercial” from Special Uses for S-2 zoning.

**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 XV – Land Usage, Chapter 150 – Zoning, Appendix B – Schedule of Permitted Uses and Accessory Uses, Prohibited Uses; Special Uses, shall now state:

**APPENDIX B: SCHEDULE OF PERMITTED USES AND ACCESSORY USES, PROHIBITED USES; SPECIAL USES**

<b>ZONING DISTRICT</b>	<b>PERMITTED USES AND ACCESSORY USES</b>	<b>PROHIBITED USES</b>	<b>SPECIAL USES</b>
A-1 Agricultural	Agricultural uses, single-family dwellings, non-commercial recreational uses,	Landfills	Commercial recreational uses, extraction of minerals, cemeteries

	non-commercial clubs and lodges, churches, schools, cultural uses		
R-S Rural single-family residence	Any permitted use in the A-1 district, parks	Landfills, multiple-family dwellings, mobile homes	Same as "A-1" district, two-family dwellings, non-commercial recreational uses, public utility buildings
S-1 Single-family residence	Single-family dwellings, churches, schools, parks, modulars (sectional houses)	Multiple-family dwellings (2 or more families), mobile homes, commercial uses	Two-family dwellings, public utility buildings
S-2 Single-family residence	All uses permitted in the "S-1" district, double wide mobile homes (24 ft. wide minimum)	Multiple-family dwellings, single wide mobile homes, commercial uses	Two-family dwellings, recreational uses and clubs, public utility buildings
MH Mobile home residence	All uses permitted in the "S-1" or "S-2" districts, mobile homes (single and double wide) used for residential living quarters	Commercial uses, multiple-family dwellings	Mobile home parks, any uses identified in the "S-1" or "S-2" districts
MF Multi-family residence	Two-family dwellings, multiple family dwellings, assisted living facilities, nursing homes, funeral homes, all uses permitted in the "S-1" and "S-2" districts	Commercial uses	Public utility buildings
C-1 Neighborhood business	Retail and service uses, office uses, eating and drinking places	Single-family residential uses, industrial uses	Multiple-family residences
C-2 Community business	Public utility buildings, motor vehicle service, hotels, residential living quarters in motels (converted to not exceed 1,500 square feet in living space) for owners or managers and their	Same as "C-1" district	Salvage yards, light industrial, churches, new mobile homes and/or new modular homes to be used as a sales and/or display area by manufactured home

	immediate families, single-family residential use in the upper floors of certain areas of the downtown district, any permitted uses in the "C-1" district		retail sales centers; commercial, private or public education, training and conference facility, Same as "C-1" district
I Industrial	Manufacturing, warehousing, wholesale business, laboratories, truck terminals, public utility buildings, airports and support services, light industrial, adult use entertainment and other establishments (including massage parlors (not massage therapists), tattoo parlors and pawn shops)	Residential uses	Commercial uses, salvage yards, cellular towers
L-S	Residential on-family lease property	Multiple-family dwellings (2 or more families), mobile homes, commercial uses	

*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

# City of Litchfield, Illinois

120 East Ryder

Phone (217) 324-5253

[www.cityoflitchfieldil.com](http://www.cityoflitchfieldil.com)

Fax (217) 324-5619

**Meeting Date:** 2/16/26  
**From:** Breann Vazquez, City Administrator  
**Text Amendment:** Appendix B  
**Description:** Amendment to S-2 special uses to change “non-commercial recreational uses and clubs” to “recreational uses and clubs”

---

## Proposal Summary

Nicholas Purler is requesting a text amendment to the Municipal Code, Appendix B, S-2 special uses to change “non-commercial recreational uses and clubs” to “recreational uses and clubs”.

## Appendix B

See attached.

## Staff Discussion

Nicholas Purler with Purler Wrestling, Inc. is under contract for 705 N. Jefferson to utilize for a recreational use (specifically, a wrestling training center). The property is adjacent to S-2 zoning and this zoning district allows for non-commercial recreational uses as a special use. This is a commercial recreational use and City staff has recommended a text amendment as the best course of action to facilitate the proposal and protect the zoning district. Staff recommends approval of the text amendment.

Is this a partnership or voluntary association syndicate?

Yes

If yes, upload a list of names and address of all owners.

[Purler Real Estate LLC.docx](#)

For entities governed by governing boards, attach a copy of the Board Resolution or Board Minutes authorizing the governing board's approval to carry out the requested project, and to authorize the submission to the City by a designated entity officer of the specific request/application, is required to be submitted as an attachment.

*Field not completed.*

List the designated person(s) that will represent (spokesperson) the owner/applicant along with contact information.

*Field not completed.*

List the legal representative (licenses to practice law in the State of Illinois) of applicant (if any).

First Name

*Field not completed.*

Last Name

*Field not completed.*

Street Address

*Field not completed.*

City

*Field not completed.*

State

*Field not completed.*

Zip Code

*Field not completed.*

Phone Number	<i>Field not completed.</i>
Email Address	<i>Field not completed.</i>
List the number of the ordinance, particular section of the ordinance etc., which allows your request.	<ul style="list-style-type: none"> <li>• Rezone to S-2</li> <li>• Text amendment to allow for commercial recreational facilities/clubs as special use (already allows for non-commercial)</li> <li>• Special use permit</li> </ul>
What is the legal address and postal address of the real estate named in the application for a zoning change amendment?	
Street Address	705 N Jefferson St
City	Litchfield
State	IL
Zip Code	62056
Has this matter been presented to the Planning Commission before?	No
Are there any zoning requirements or other regulations that are currently or will be presented to another board, commission or agency etc. that may affect your request that is being presented before the Planning Commission?	No
If yes, please explain.	<i>Field not completed.</i>
Reason for request giving proposed use of property if zoning change is granted.	Property will be used for overnight summer wrestling camps and weekly evening practices.

---

**Person or persons to occupy property under proposed use and their relationship to the owner.**

Purler Wrestling INC will operate out of the building to be owned by Purler Real Estate LLC if zoning request is approved.

---

**Is a mobile home or other existing structure involved in the request?**

No

---

Mobile Homes must conform to the standards in Illinois Mobile Home Safety Act. No mobile home shall hereafter be brought into this municipality unless said home conforms to the construction safety standards adopted by the State of Illinois in the Mobile Home Safety Act, Ch. 67 1/2 Ill. Rev. Statue, 501-515/1. (Now 430 ILCS 115/1 vi sec) The Illinois Manufactured Housing and Mobile Home Safety Act went into effect July 1, 1974, and mobile homes manufactured before that date do not comply with its provisions.

---

**If there will be new construction, has the Building Inspector of the City of Litchfield been issued copies of the planned construction?**

No

---

**If no, please explain.**

We are not requesting an inspection.

---

*The real estate named in the application for zoning change must be properly posted according to Ordinance of the City of Litchfield.*

---

Real estate must be posted; public notice must be published a minimum of 1 time, not more than (30) days nor less than (15) days prior to the public hearing of the Planning Commission. Petitioner must purchase from the City Clerk a minimum of two public notification posters concerning the application; one to be posted at City Hall and the other on the property for which the zoning change is being requested. The cost is included in the overall fee.

*An inspection fee and a filing fee of \$110.00 will be required with the return of this*

*application to the Office of the City Clerk, City of Litchfield, Montgomery County, Illinois.*

Name  
*Inspection Fee*

Price  
*\$110*

Quantity                      1

*Petitioners may want to prepare maps, drawings, and plans or use photographs in presenting the application to the Planning Commission.*

*Signatures of neighboring property owners may be presented at the hearing, and should be presented for signature as follows:*

*Signatures must include property owners of property on all four sides: North, South, East and West, of the block on which the property is located, as well as the signatures of all property owners on the opposite side of the street immediately facing said property. Other signatures from the area are acceptable as well.*

Email not displaying correctly? [View it in your browser.](#)

Proposed use for 705 North Jefferson St, Litchfield, IL 62056

My name is Nick Purler and we are under contract to purchase 705 North Jefferson to operate our wrestling camps at the IDA J Russell School (contingent on zoning approval from you). The plan is to operate a girls' summer campus facility and weekly year-round training for our athletes in IL.

We currently have a large gym in Moscow Mills, MO with a bunkhouse, meal prep for warming food, and three wrestling rooms. I have been operating overnight summer wrestling camps since 2002.

In Moscow Mills, MO we offer weekend camps 10 months per year, weekly practices 4X a week, and our summer camps (boys) have sold out 9 years in a row and 13 of the past 17. We sold 3,000 hotel nights alone last year to the towns of Troy, MO and Wentzville, MO (no exaggeration) so we feel that, overtime, we could bring a tremendous amount of income to the town of Litchfield.

Our campers are mostly overnight, with some commuters, but the parents across the USA who drive in must grab a hotel the night before the camp starts and with an average of 115 wrestlers per weekend camp, and hundreds for our summer camps, we feel that as our girls' wrestling camps grow, we'll have a tremendous and positive impact on your community as well.

We also plan to offer 2 nights per week of wrestling academy with future plans to offer Jiu-Jitsu (as we do in Moscow Mills, MO) which gives your community kids and adults a wonderful training opportunity right in their own back yard.

**Traffic** - this came up in the Summerfield negotiations so I wanted to clarify:

With weekly academy we should have about 30 vehicles (assuming our numbers eventually match what we have in Moscow Mills, MO) and for the monthly weekend girls' camp we currently have an average of 50, so just 50 vehicles. For our summer camps, 30% of our campers fly in, which leaves about 70-90 vehicles arriving at camp for check in and check out. I estimate this to be less than the twice a day traffic that the school sustained for the past decades. I believe traffic should not be a concern.

**Quiet Hours** - Our campers spend the majority of their time indoors training or relaxing after a hard practice. We have three two-hour practices a day and wrestlers are required to shower after each practice. Typically, they are physically drained and choose to relax indoors in their bunk area between practice sessions. A handful of campers spend some time during the day doing outdoor recreational activities, but usually it is too hot to be

outside for too long. With that being said, our quiet hours for outdoor activities will begin by 7:00 PM when we start our last practice session and will extend until 8:00 AM the following day. We do not anticipate there being any indoor noise that would reach outside. Practice music has to be kept at a low volume so our wrestlers can hear our coaches. All of our athletes are required to stay on our property or they are sent home, so we do not anticipate any of our wrestlers wandering the neighborhood. We are primarily an all indoor operaton.

**Exterior Improvements** - We'd also like to update the play ground area, basketball court, add in a volleyball court (popular here in Moscow Mills, MO) and possibly even a pickleball court. We'd leave the exterior property open to the public to use at will (no cost of course) as long as we are not in camp session.

For any questions or concerns feel free to visit [www.purlerwrestling.com](http://www.purlerwrestling.com) to get a feel for how we operate and what we are all about.

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING ZONING CLASSIFICATION FROM S-1 SINGLE FAMILY TO S-2 SINGLE FAMILY FOR 705 N. JEFFERSON, LITCHFIELD, IL**

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, on behalf of Daniel Kammerer, owner of 705 N. Jefferson St. Litchfield, Illinois (hereinafter “Property”), requests the Property be rezoned from “S-1” Single Family to “S-2” Single Family; and

WHEREAS, Daniel Kammerer, owner of the Property, has consented to the Property being rezoned from “S-1” Single Family to “S-2” Single Family; and

WHEREAS, rezoning the Property to “S-2” Single Family will assist with the potential development of the Property; and

WHEREAS, City Staff recommended to the Planning Commission (“PC”) that it approve the Property being rezoned from “S-1” Single Family to “S-2” Single Family (*See* Staff Report attached hereto as **Exhibit A**); and

WHEREAS, the Planning Commission has recommended to the City Council that it approve the Property being rezoned from “S-1” Single Family to “S-2” Single Family (*See* PC Report attached hereto as **Exhibit B**); and

WHEREAS, the City Council finds it should approve the Property being rezoned from “S-1” Single Family to “S-2” Single Family.

**NOW, THEREFORE, BE IT ORDAINED 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.* City Council approves the Property being rezoned from S-1 Single Family to S-2 Single Family (*See* **Exhibit A**).

*Section 3.* This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

# City of Litchfield, Illinois

Phone (217) 324-5253

120 East Ryder  
www.cityoflitchfieldil.com

Fax (217) 324-5619

**Meeting Date:** February 16, 2026

**Location:** 705 N. Jefferson; PIN# 10-33-314-001 & 10-33-314-002

**Description of Request:** Rezoning from S-1 Single Family to S-2 Single Family

---

## Proposal Summary

The applicant is Nicholas Purler. The applicant is under contract to purchase the property and the current property owner has consented to this application. The applicant of this case is requesting the following zoning map amendment:

- Nicholas Purler is requesting a rezoning from S-1 to S-2 to allow for a recreational use (specifically, a wrestling training center) at 705 N. Jefferson. PIN# 10-33-314-001 & 10-33-314-002

The purpose of this rezoning is to facilitate a recreational use (specifically, a wrestling training center).

## Standards of Review for Zoning Map Amendments and Findings of Fact

Below are the 4 findings of fact that the Plan Commission shall make findings in accordance with Section 150.171 of the Municipal Code.

- (A) Existing uses of property in the vicinity of the property in question;*
- (B) The district classification of property in the vicinity of the property in question;*

Direction	Land Use	Zoning
North	Single-Family Residences	S-1
South	Vacant Commercial Building; Single-Family Residence	C-1; S-1
East	Single-Family Residences	S-1
West	Single-Family Residences; Vacant Lot	S-2

- (C) The suitability of the property in question for uses already permitted under the existing district classification;*

While the property in question is suitable for single-family homes, the school located on the property makes that use very difficult.

- (D) The trend of development in the vicinity of property in question, including changes (if any) which may have taken place since that property was placed in its present district classification.*

The area is largely residential. The zoning would move from S-1 to S-2, both of which are residential zoning districts and present within the area.

# City of Litchfield, Illinois

Phone (217) 324-5253

120 East Ryder  
www.cityoflitchfieldil.com

Fax (217) 324-5619

## Staff Discussion

Staff recommends rezoning the property to S-2. S-2 zoning keeps the property within a residential zoning district, while allowing for the vacant school to be repurposed for a recreational use via special use permit. Traditional commercial uses would still be disallowed and the character of the area would be preserved.

## Aerial Photograph



APPENDIX B: SCHEDULE OF PERMITTED USES AND ACCESSORY USES, PROHIBITED USES; SPECIAL USES

ZONING DISTRICT	PERMITTED USES AND ACCESSORY USES	PROHIBITED USES	SPECIAL USES
A-1 Agricultural	Agricultural uses, single-family dwellings, non-commercial recreational uses, non-commercial clubs and lodges, churches, schools, cultural uses	Landfills	Commercial recreational uses, extraction of minerals, cemeteries
R-S Rural single-family residence	Any permitted use in the A-1 district, parks	Landfills, multiple-family dwellings, mobile homes	Same as "A-1" district, two-family dwellings, non-commercial recreational uses, public utility buildings
S-1 Single-family residence	Single-family dwellings, churches, schools, parks, modulars (sectional houses)	Multiple-family dwellings (2 or more families), mobile homes, commercial uses	Two-family dwellings, public utility buildings
S-2 Single-family residence	All uses permitted in the "S-1" district, double wide mobile homes (24 ft. wide minimum)	Multiple-family dwellings, single wide mobile homes, commercial uses	Two-family dwellings, <del>non-commercial</del> recreational uses and clubs, public utility buildings
MH Mobile home residence	All uses permitted in the "S-1" or "S-2" districts, mobile homes (single and double wide) used for residential living quarters	Commercial uses, multiple-family dwellings	Mobile home parks, any uses identified in the "S-1" or "S-2" districts
MF Multi-family residence	Two-family dwellings, multiple family dwellings, assisted living facilities, nursing homes, funeral homes, all uses permitted in the "S-1" and "S-2" districts	Commercial uses	Public utility buildings

C-1 Neighborhood business	Retail and service uses, office uses, eating and drinking places	Single-family residential uses, industrial uses	Multiple-family residences
C-2 Community business	Public utility buildings, motor vehicle service, hotels, residential living quarters in motels (converted to not exceed 1,500 square feet in living space) for owners or managers and their immediate families, single- family residential use in the upper floors of certain areas of the downtown district, any permitted uses in the "C-1" district	Same as "C-1" district	Salvage yards, light industrial, churches, new mobile homes and/or new modular homes to be used as a sales and/or display area by manufactured home retail sales centers; commercial, private or public education, training and conference facility, Same as "C-1" district
I Industrial	Manufacturing, warehousing, wholesale business, laboratories, truck terminals, public utility buildings, airports and support services, light industrial, adult use entertainment and other establishments (including massage parlors (not massage therapists), tattoo parlors and pawn shops)	Residential uses	Commercial uses, salvage yards, cellular towers
L-S	Residential on-family lake lease property	Multiple-family dwellings (2 or more families), mobile homes, commercial uses	

(Ord. 2831, passed 3-4-1999; Am. Ord. 2963, passed 2-7-2002; Am. Ord. 3091, passed 1-6-2005; Am. Ord. 3095, passed 2-10-2005; Am. Ord. 3193, passed 9-4-2007; Am. Ord. 3194, passed 9-4-2007; Am. Ord. 3271, passed 2-2-2010; Am. Ord. 3370, passed 7-2-2013; Am. Ord. 3472, passed 8-18-2016; Am. Ord. 3557, passed 7-18-2019)

January 26, 2026

I, Daniel Kammerer, of 1756 Knotting Hills Place, Pevely, MO 63070, am the legal owner of 705 N. Jefferson, Litchfield, IL 62056. I authorize Nicholas Purler of Purler Real Estate LLC and Purler Wrestling Inc. to apply for the following for 705 N. Jefferson:

1. Application for Amendment for Zoning Change – Rezoning 705 N. Jefferson from S-1 to S-2 to allow for a private wrestling training facility
2. Special Use Permit Application - Special use permit for a recreational use at 705 N. Jefferson

*DANIEL KAMMERER*

dotloop verified  
01/26/26 3:59 PM CST  
GYU1-SIKC-ELYF-BQ0P

Signature

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION MAKING SEPARATE STATEMENT OF FINDINGS OF FACT  
IN CONNECTION WITH ORDINANCE GRANTING SPECIAL USE PERMIT FOR A  
RECREATIONAL USE IN THE S-2 RESIDENTIAL ZONING DISTRICT**

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 City Council may grant a special use permit by ordinance, and a Resolution accompanying any such ordinance may state findings of fact, and indicate reasons for approving the request for a special use permit; and

WHEREAS, Nicholas Purler on behalf of Purler Wrestling, Inc. (“Applicant”) has filed a Petition for a Special Use Permit to allow for a recreational use in the S-2 “Residential” City Zoning District, located at 705 N. Jefferson Street, PPN# 10-33-314-001 and PPN# 10-33-314-002; and

WHEREAS, a copy of the Petition for a Special Use Permit is attached as **Exhibit A** and incorporated by reference as though fully set forth herein; and

WHEREAS, City Council has been informed by the City Administrator that staff recommends approval of the Special User Permit with the following restrictions:

- a) A minimum of 30 on-site parking spaces;
- b) Staggering of summer camp drop-off to reduce number of cars onsite; and
- c) Quiet hours 7pm-8am

WHEREAS, a copy of the City Planning Commission Report is attached hereto as **Exhibit B** and incorporated by reference as though fully set forth herein; and

WHEREAS, **Exhibit A** and **Exhibit B** were all considered as part of the Petition for a Special Use Permit by the Planning Commission; and

WHEREAS, the City Planning Commission has recommended approval of this special use pursuant to **Exhibit A** and **Exhibit B**. See City Planning Commission Determination of Special Use Permit attached hereto as **Exhibit C**.

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

*Section 1.* The City Council makes the following findings of fact concerning the *procedures* followed to present the Petition for a Special Use Permit (**Exhibit A, B**) for approval:

(a) The Administrator to whom the Petition for a Special Use Permit was submitted referred the matter to the City Planning Commission.

(b) The City Planning Commission met in special session on February 16, 2025, at 6:00 p.m., at the City Hall in Litchfield, Illinois, to consider and act upon the Petition for a Special Use Permit.

(c) Public notice of the hearing to be held at the City Planning Commission Meeting was published pursuant to Illinois state law, and the Owner was notified of the hearing.

(d) At the hearing, the City Planning Commission took and heard evidence, and the City Planning Commission prepared and submitted its advisory report to the City Council recommending approval of the Petition for a Special Use Permit.

(e) The City Council finds the steps recited above to be true and further finds and determines that the matters and proceedings to date are in accordance with the *Code of Ordinances, City of Litchfield*.

*Section 2.* The City Council makes the following findings of fact concerning the *merits* of the Petition for a Special Use Permit (**Exhibit A, B and C**):

(a) The proposed Special Use will adequately protect the public health, safety, general welfare, economic welfare, and the physical environment of the surrounding area and the City.

(b) The proposed Special Use is consistent with the City’s Comprehensive Plan.

(c) The proposed Special Use would not have an adverse effect on public utilities or traffic circulation on nearby streets.

(d) There are no facilities near the proposed Special Use that require the need for special protection.

(e) The location – where the Special Use will be made pursuant to the Special Use Permit – is zoned S-2 “Residential”

(f) The granting of this Special Use Permit would be in the best interest of the City, and the Special Use Permit should be granted by ordinance.

*Section 3.* This Resolution shall constitute the separate statement of findings of fact supporting the granting of the Special Use Permit, and shall be permanently attached to the ordinance adopted granting the Special Use Permit.

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

This Resolution 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

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE GRANTING A SPECIAL USE PERMIT FOR RECREATIONAL USE IN THE S-2 “RESIDENTIAL” ZONING DISTRICT LOCATED AT 705 N. JEFFERSON STREET, LITCHFIELD, ILLINOIS, PPN# 10-33-314-001 & PPN# 10-33-314-002**

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 City Council has made the findings of fact, and the statement of its reasons for granting the Petition for Special Use Permit in question, in a separate resolution numbered as Resolution No. \_\_\_\_\_;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LITCHFIELD AS FOLLOWS:**

*Section 1.* Nick Purler on behalf of Purler Wrestling, Inc. (“Applicant”), is granted a Special Use Permit for a recreational use, specifically a wrestling training center, in the S-2 “Residential” City Zoning District, located at 705 N. Jefferson Street, PPN# 10-33-314-001 and PPN# 10-33-314-002.

*Section 2.* The Special Use Permit is granted.

*Section 3.* This Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be in full force and effect upon adoption.

*Section 4.* This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

# City of Litchfield, Illinois

Phone (217) 324-5253

120 East Ryder  
www.cityoflitchfieldil.com

Fax (217) 324-5619

**Meeting Date:** 2/16/26  
**From:** Breann Vazquez, City Administrator  
**Location:** 705 N. Jefferson  
**Zoning Request:** Special Use Permit  
**Description:** Special Use Permit for Recreational Use in S-2

---

## Proposal Summary

The applicant is Nicholas Purler of Purler Wrestling, Inc. The applicant is under contract to purchase the property and the current owner has authorized this application. The applicant of this case is requesting the following Special Use Permit to comply with Appendix B of the City of Litchfield Municipal Code (hereafter known as the “use table”):

- Nicholas Purler is requesting a Special Use Permit to be issued to Purler Wrestling, Inc. for recreational use (specifically, a wrestling training center) at 705 N. Jefferson. PIN# 10-33-314-001 & 10-33-314-002

## Surrounding Uses

Direction	Land Use	Zoning
North	Single-Family Residences	S-1
South	Vacant Commercial Building; Single-Family Residence	C-1; S-1
East	Single-Family Residences	S-1
West	Single-Family Residences; Vacant Lot	S-2

## Factors Considered for Special Use Permits

In making their decision, the Plan Commission shall consider the following factors:

- Whether the proposed design, location, and manner of operation of the proposed special use is protective of the public health, safety, and welfare;  
*The proposed design, location, and manner of operation are protective to the public health, safety, and welfare.*
- The effect the proposal would have on the value of neighboring property;  
*There is no anticipated negative affect on the value of neighboring property, as the project will improve the area.*
- The effect the proposal would have on this municipality’s overall tax base;  
*Proposed plans will generate additional tax.*
- The effect the proposal would have on public utilities and on traffic circulation on nearby streets;  
*The project would utilize additional utilities and traffic consideration is addressed in the proposal. Off street parking is proposed.*
- Whether there are any facilities nearby that require special protection.  
*There are no facilities nearby that require special protection.*

# City of Litchfield, Illinois

Phone (217) 324-5253

120 East Ryder  
www.cityoflitchfieldil.com

Fax (217) 324-5619

## Staff Discussion

Staff recommends approval of a Special Use Permit with the following restrictions:

- A minimum of 30 on-site parking spaces
- Staggering of summer camp drop-off to reduce number of cars onsite
- Quiet hours 7pm-8am

## Aerial Photograph



**City of Litchfield**  
**City Council**  
**February 19, 2026**

**Agenda Item:** A motion to approve an Ordinance amending City Code Title XV – Land Usage, by repealing and replacing Chapter 153. – Signs as provided herein.

**Background:** Last election season, it was brought to the City’s attention that limiting political sign size more strictly than the size of other temporary signs is not in accordance with First Amendment requirements. Our legal team has rewritten our sign code to ensure that it is in compliance with First Amendment requirements.

**Budget Impact:** N/A

**Recommendation:** The Planning & Zoning Board recommends approval of the revised sign code with an amendment capping temporary signs at 4 square feet rather than 4’x3’.

**ORDINANCE NO: \_\_\_\_**

**ORDINANCE AMENDING CITY CODE TITLE XV– LAND USAGE, BY REPEALING AND REPLACING CHAPTER 153. – SIGNS AS PROVIDED HEREIN.**

**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 staff recommends repealing and replacing Chapter 153 – Signs of the Code of the City to amend its regulations relating to signs and advertising to regulate signage and maintain the aesthetic standards of the City, and to comply with First Amendment requirements; and

**WHEREAS**, the City Council finds it is in the best interest of the City to repeal and replace Chapter 153 – Signs to amend the City Code of Ordinances to comply with First Amendment requirements.

**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.* Article XV – Land Usage, Chapter 153 – Signs, shall be repealed and shall be replaced to state:

**Sec. 153.001. - Purpose.**

(A) This chapter establishes comprehensive regulations for the control of signs and other street graphics in order to preserve, protect, and promote the public health, safety, and general welfare.

(B) More specifically, this chapter is intended to assist in achieving the following objectives:

- (1) To authorize the use of street graphics which are:
  - (a) Compatible with their surroundings and the zoning district in which they are located;
  - (b) Expressive of the image this city desires to project;
  - (c) Appropriate to the type of establishment or activity to which they pertain; and
  - (d) Legible in the circumstances in which they are seen.
- (2) To foster high quality commercial and industrial development, and to enhance the economic vitality of existing businesses and industries by promoting the reasonable, orderly, and effective display of street graphics;
- (3) To encourage sound street graphic display practices and to mitigate the objectionable effects of competition in respect to the size and placement of street graphics;

- (4) To enhance the physical appearance of this city by protecting the human-made and natural beauty of the area;
- (5) To protect pedestrians and motorists from any damage or injury that might result from the improper construction, placement, or use of street graphics;
- (6) To protect the public investment in streets and highways by reducing the obstructions and distractions, which might cause traffic accidents;
- (7) To preserve the value of private property by assuring the compatibility of street graphics with nearby land uses; and
- (8) To protect the physical and mental well-being of the general public by recognizing and encouraging a sense of aesthetic appreciation for the visual environment.

**Sec. 153.002. - Jurisdiction.**

This chapter shall be applicable within the corporate limits of the city.

**Sec. 153.003. - Rules of interpretation.**

Every provision of this chapter shall be construed liberally in favor of this city. Whenever the requirements of this chapter differ from the requirements of any previously adopted ordinance or regulation, the ordinances or parts thereof that conflict with the provisions of this chapter are hereby repealed.

**Sec. 153.004. - Liability disclaimer.**

- (A) Except as may be provided otherwise by statute or ordinance, no officer, board member, agent, or employee of this city shall render himself or herself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his or her duties under this chapter.
- (B) Any suit brought against any officer, board member, agent, or employee of this city as a result of any act required or permitted in the discharge of his or her duties under this chapter shall be defended by the City Attorney until the final determination of the legal proceedings.
- (C) Nothing in this chapter is intended to create a private cause of action in any person, business, or corporation. And, specifically, no consequential damages may be sought for loss of profits, business opportunity, or political opportunity.

**Sec. 153.005. - Interpretations.**

For the purpose of this chapter, the following rules shall apply in construing the intended meaning of terminology used in this chapter, unless the context clearly indicates or requires a different meaning.

- (A) Unless the context clearly indicates otherwise, words and phrases shall have the meaning respectively ascribed to them in this section and § 153.006; terms not defined in these sections shall have the meanings respectively ascribed to them in the Zoning Ordinance of this city; if any term is not defined either in these sections or in the Zoning Ordinance, that term shall have the standard English dictionary meaning.
- (B) Words denoting the masculine gender shall be deemed to include the feminine and neutral genders.
- (C) Words used in the present tense shall include the future tense.
- (D) Words used in the singular number shall include the plural number and the plural the

singular.

- (E) All distances shall be measured to the nearest integral foot;
- (F) Reference to sections shall be deemed to include all divisions within that section; but a reference to a particular division designates only that division.
- (G) A general term that follows or is followed by an enumeration of specific terms shall not be limited to the enumerated class unless expressly limited.

**Sec. 153.006. – Definitions.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*A-frame sign* means a double-sided sign typically connected at the top and separated at the bottom to form an "A" when in use. For the purpose of this chapter, an A-frame sign is also referred to as a sandwich board sign.

*Alter* means to change the size, shape, height, or other similar characteristics of a street graphic.

*Amendment* means a change in the provisions of this chapter, properly effected in accordance with the procedures set forth in this chapter.

*Amortization* means the elimination of nonconforming street graphics over time in accordance with the procedures set forth herein.

*Appeal* means a procedure whereby any person aggrieved by any decision or order of the Building Official/Zoning Official in any matter related to the interpretation or enforcement of this chapter may seek relief from the Zoning Board of Appeals.

*Awning* means any roof-like structure made of cloth, metal, or other material attached to a building and erected over a window, doorway, or the like, in a manner as to permit its being raised or retracted to a position against the building, when not in use.

*Banner* means any sign intended to be hung either with or without a frame, possessing characters, letters, illustrations, or ornamental applied to paper, plastic, or fabric of any kind. National flags, flags of political subdivisions, symbolic flags of any institution or religion shall not be considered banners for the purpose of this section.

*Banner, other.* These may also be described as feather signs.

*Beacon light* means a light or fire commonly on a hill, tower, or pole, which is used as a signal for guidance.

*Billboard* means any single- or double-faced street graphic that is permanently fixed or placed on particular premises and that is used for the display of messages or advertising not associated with the establishment located on those premises. A billboard typically has provision for changing the message or advertising thereon.

*Canopy* means a roof-like structure similar to an awning, except that it cannot be raised or retracted to a position against the building.

*Changeable copy sign* means a sign which has provision for changing the message thereon either manually or electronically.

*Corrective action order* means a legally binding order to effect compliance with this chapter; issued by the Building Official/Zoning Official in accordance with the procedures set forth herein.

*Electronically operated sign.* See Changeable copy sign.

*Establishment* means either of the following:

- (A) An institutional, business, commercial, or industrial activity that is the sole occupant of 1 or more buildings; or
- (B) An institutional, business, commercial, or industrial activity that occupies a portion of a building and not a department of the whole; and where:
  - (1) The activity is a logical and separate entity from the other activities within the building and not a department of the whole; and
  - (2) The activity has either a separate entrance from the exterior of the building, or a separate entrance from a common and clearly defined entryway that has direct access to the exterior of the building.

*Feather sign.* See Banner.

*Flag* means any fabric, bunting, streamer, or pennant containing distinctive colors, patterns, symbols, or message which is made of flexible materials and designed to move with the wind.

*Flush-mounted sign* means any sign attached to or erected against any wall, awning, canopy, or marquee with the exposed face of the sign in a place approximately parallel to the plane of the wall, awning, canopy, or marquee, and not projecting more than 18 inches. These signs shall not be painted directly on any exterior wall or roof.

*Freestanding sign* means any sign supported by 1 or more uprights, poles, or braces in or upon the ground in a permanent manner.

*Frontage* means the lineal extent of the lot abutting a street or public roadway, or the lineal extent of the lot abutting a public parking area if the lot has no street frontage.

*Government sign* means a sign that is constructed, placed or maintained by the Federal, State or local government or a sign that is required to be constructed, placed or maintained by the Federal, State or local government either directly or to enforce or protect a property owner's rights.

*Highway sign* means a freestanding sign that is erected and maintained within the reasonable and common sensed view of motorists who are driving on the interstate (I-55); visibility to be determined by the City.

*Interim sign* means a temporary sign located on the premises that advertises a business or service, until the business or service can install a permanent sign.

*Inflatable* means a plastic or rubber object that must be filled with air before use.

*Lot* means any tract of land intended as a unit for the purpose (whether immediate or future) of development or transfer of ownership. The term lot may or may not be synonymous with lot of record.

*Marquee* means any canopy made of durable materials that are a permanent fixture of the building to which it is attached.

*May* means the act referred to is discretionary.

*Message* means a communication of identification or advertising information visually perceived. This communication may consist of words, abbreviations, numbers, symbols, pictures, geometric shapes, and the like.

*Mobile/portable marquee* means, commonly, any street graphic not designed to be permanently attached to a building or part thereof or to be anchored to the ground. These street graphics primarily include but are not limited to signs attached to wood or metal frames designed to be self-supporting poles, and the like.

*Nonconforming street graphic* means any street graphic which existed on the effective date of this chapter (or amendment thereto), but which does not comply with the regulations set forth herein.

*Off-premises advertising sign.* See Billboard.

*Pennant* means a long, tapering flag, usually triangular in shape.

*Permanent sign* means an object, device, display, structure, surface, or part thereof, that is used to advertise, identify, display or attract attention to any object, person, institution, organization, business, project, service, or event related to the premises on which the sign is situated by means, including words, letters, figures, designs, symbols, fixtures, colors, or illumination, that are intended to last, remain unchanged, are not expected to change in status, condition or place.

*Person* means any individual, firm, association, or corporate body.

*Poster sign* means a large, usually printed, often illustrated placard, bill, or announcement

that is posted to advertise a business, product or service.

*Premises* means any lot plus all the structures and uses thereon.

*Projecting sign* means any sign which is supported by an exterior wall of a building or suspended beneath any awning, canopy, or marquee with the exposed face of the sign in a plane approximately perpendicular to the plane of the wall, or the like, and projecting more than 18 inches.

*Reconstruct* means to erect a street graphic after it has been damaged or destroyed.

*Relocate* means to move a street graphic to another portion of the premises or to a different premises.

*Replace* means to substitute a street graphic for an existing street graphic.

*Roof line* means the edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette, on the side of the building where the street graphic is located.

*Roof-mounted sign* means any sign erected or maintained on the roof of any building.

*Sandwich board sign*. See A-frame sign.

*Shall* means the act referred to is mandatory.

*Shopping center sign* means any sign located on the premises of a building or group of buildings that is under single ownership or control, that provides common off-street parking facilities, and that is occupied by 2 or more retail sales establishments.

*Sign* means any object, device, display, structure, or surface or part thereof that is used to advertise, identify, display, or attract attention to any object, person, institution, organization, business, project, service, or event related to the premises on which the sign is situated by any means including words, letters, figures, designs, symbols, fixtures, colors, or illumination. Crosses and other religious symbols shall not be included in this definition.

*Sign area* means the area of the 1 imaginary square or rectangle that would completely enclose all parts of a sign including the background.

*Sign area allowance* means the total of the areas of all signs that a particular establishment is permitted to display under the terms of this chapter.

*Snipe sign* means any small sign, generally of a temporary nature, made of any material, when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences, or other objects not erected, owned and maintained by the owner of the sign.

*Special street graphic permit* means a permit issued by the city in accordance with the provisions of this chapter to regulate the design and placement of street graphics in areas of special controls.

*Street banner* means a long strip of flexible material displaying a slogan, advertisement, and the like, hung over a street.

*Street frontage.* See Frontage.

*Street graphic* means any on-premises identification or advertising sign, or any billboard or off-premises advertising sign, visible from the public right-of-way or from any parking area used by the general public.

*Street graphic permit* means a permit issued by the Building Official/Zoning Official to regulate the erection, expansion, alteration, relocation, or reconstruction of street graphics in all parts of this city except in areas of special controls.

*Strobe light* means a device that utilizes a flash tube for high-speed illumination.

*Temporary sign* means a sign that is not a permanent sign and which is constructed of non-durable materials and is designed or intended to be displayed for a period of limited duration, not to exceed six (6) months. Any temporary sign left in place longer than six (6) months shall be deemed a permanent sign.

*Variance* means a relaxation of the requirements of this chapter that are applicable to a particular street graphic.

*Window sign* means any sign visible from the exterior of the building which is painted on, affixed to, or suspended immediately behind a window. A permanent window sign is one that is intended to remain on display for 365 days or more; a temporary window sign is one that is intended to remain on display for a shorter time period.

**Sec. 153.020. – Prohibited signs.**

The following signs are prohibited:

- (A) Any sign or other street graphic not expressly permitted by this Code;
- (B) Any sign or other street graphic, regardless of its message that creates a traffic hazard by:
  - (1) Blocking or diminishing the visibility or effectiveness of official traffic signs, signals, or devices;
  - (2) Resembling or being placed in a way that could be mistaken for official traffic signs, signals, or devices, thereby causing driver confusion;
  - (3) Obstructing a motor vehicle operator's view of approaching, merging, or intersecting traffic; or
  - (4) Emitting glare or using design elements, such as size, placement, or illumination, that impair a motorist's vision or safe operation of a vehicle;
- (C) Any sign or other street graphic that by reason of inadequate maintenance, dilapidation, location, size, obsolescence or other circumstances creates a hazard to the public health,

- safety, or welfare;
- (D) Any sign or other street graphic that is erected, relocated, or maintained so as to prevent access or egress from any door, window, fire escape, or driveway;
  - (E) Any sign that is obscene; and
  - (F) Any sign or other street graphic on public land or rights-of-way, other than government signs.

**Sec. 153.021. - Sign area calculation; allowance.**

- (A) *Calculation of sign area.* The area of every sign shall be calculated as follows.
  - (1) If a sign is enclosed by a box or outline, the total area (including the background) within that outline shall be deemed the sign area.
  - (2) If a sign consists of individual letters, parts, or symbols, the area of the 1 imaginary square or rectangle that would completely enclose all the letters, parts, or symbols shall be deemed the sign area.
  - (3) In calculating sign area, only 1 side of any double-faced sign shall be counted.
  - (4) The area of signs of unusual shapes such as globes, cylinders, or pyramids shall be computed as  $\frac{1}{2}$  of the total of the exposed surfaces.
- (B) *Sign area allowance.*
  - (1) Within the limitations and restrictions as further provided in this chapter, the total of the areas of flush-mounted signs which a particular establishment is permitted to display shall be computed according to the following formula: 2 square feet of sign area per 1 foot of lineal street frontage up to a minimum of 32 square feet.
  - (2) The total areas of all other signs which a particular establishment is permitted to display shall be computed according to the same formula; provided that no establishment in any zoning district shall display more than 300 square feet of signs or 500 square feet if it is a highway sign.

**Sec. 153.022. - Special situations.**

- (A) If any establishment has frontage on 2 or more streets, each side having frontage shall be considered separately for purposes of determining compliance with the provisions of this chapter. However, the sign area allowances shall not be combined so as to allow any establishment to display on any frontage a greater area of signs than this section would otherwise permit.
- (B) The side of an establishment adjacent to an off-street parking area shall be deemed frontage.

**Sec. 153.023. - Motion prohibited.**

No sign or other street graphic shall revolve, rotate, or mechanically move in any manner.

**Sec. 153.024. - Illumination restrictions.**

Illumination of signs and other street graphics is permitted, subject to the following requirements.

- (A) Only white directional lighting is permitted in residential zoning districts and within 100 feet thereof.
- (B) No red, yellow, green, or other colored light shall be used at any location in a manner so as to confuse or interfere with vehicular traffic.
- (C) No sign shall have blinking, flashing, or fluttering lights or other illuminating devices

which have a changing light intensity, brightness, or color; provided, that this provision shall not apply to any message on any electronically operated changeable copy sign. Beacon lights and illumination by flame are prohibited.

- (D) The light from any illuminated sign or other street graphic shall be shaded, shielded, or directed so as to avoid the creation or continuation of any nuisance or traffic hazard.
- (E) No exposed reflective type bulb and no strobe light or incandescent lamp which exceeds 15 watts shall be used on the exterior surface of any sign in a manner so as to expose the face of the bulb, light, or lamp to any public street or to adjacent property.

**Sec. 153.025. – Structural Requirements**

- (A) Every sign or other street graphic shall be designed and constructed in conformity with the applicable provisions of the latest adopted International Building Code.
- (B) The electrical component of any illuminated sign or other street graphic shall conform to the applicable requirements of the latest edition of the National Electrical Code.

**Sec. 153.040. - Signs prohibited in all locations.**

The following street graphics are strictly prohibited everywhere in this city:

- (A) Snipe signs;
- (B) Signs, including posts and other supports, that advertise or identify an activity, business, or service no longer conducted on the premises where the sign is located must be removed within 60 days from the date of the discontinuance of that business, activity, or service; and
- (C) Signs painted on roofs or walls advertising off-premises businesses.

**Sec. 153.041 – Signs permitted in all locations.**

- (A) Every sign or other street graphic enumerated below that complies with the indicated requirements may be erected in any zoning district of this city without a permit, subject to any other applicable restrictions in this Chapter. The area of these signs or street graphics shall not be debited against the displaying establishment's sign area allowance.
- (B) All signs must be placed on private property. In the absence of sidewalk or boulevard, signs may be placed no less than 30 feet from center of road.
- (C) All signs under this Section shall not exceed 4 feet by 3 feet, or the equivalent square footage, in area, unless specifically enumerated herein.
- (D) Permanent signs
  - (1) Fence sign. Installed on the inside of a fence enclosing an athletic field, which sign shall not exceed 32 square feet.
  - (2) Integral sign. One sign carved into stone or inlaid so as to become part of the building.
  - (3) Interior sign. One sign located in the interior of any building or within an enclosed lobby or court of any building or group of buildings, provided these signs are not visible from the exterior of the buildings.
  - (4) Masonry signs. One sign cut into any masonry surface or inlaid so as to be part of the building when constructed of bronze or other incombustible material.
  - (5) Signs allowed by law or public safety (address, government signs, etc.).
- (E) Temporary Signs
  - (1) Yard Sign. Maximum of 4 of any combination of the following temporary yard sign types per lot at any one time.

- (a) Stake sign.
- (b) Post and arm sign.
- (F) Flag. Maximum of 2 flags.

**Sec. 153.042. - Signs in residential districts.**

Upon the effective date of this chapter, no signs or other street graphics except those listed in § 153.041 of this code shall be erected in any residential district.

**Sec. 153.043. - Signs in commercial and industrial districts.**

No establishment located in any commercial district or in the industrial district shall display a total area of signs in excess of its sign area allowance, as set forth in § 153.021(B) of this code. Additionally, signs in any commercial district or industrial district shall conform to the requirements indicated in the provisions below.

**Sec. 153.055. - Flush-mounted signs; regulations.**

- (A) For aesthetic and safety reasons, flush-mounted signs are the preferred type of sign in this city.
- (B) No flush-mounted sign shall:
  - (1) Project more than 18 inches from the wall or surface to which it is attached (if the wall or surface is not vertical, the projection shall be measured from the closest point of the wall or surface to the sign);
  - (2) Extend more than 3 feet above the roof line of the building to which it is attached;
  - (3) Project over a street, alley, public sidewalk, or driveway, or closer than 2 feet to the curb or edge of that vehicular way; or
  - (4) Extend below a point 10 feet above the ground or pavement.

**Sec. 153.056. - Signs on awnings, canopies, and marquees.**

Signs mounted flush against any awning, canopy, or marquee shall be considered flush-mounted signs, and shall comply with the regulations of § 153.055 of this code. Signs suspended beneath any awning, canopy, or marquee shall be considered projecting signs, and shall comply with the regulations of § 153.055 of this code. When the message is placed directly on the awning, the sign area shall be the computation of the area of the 1 imaginary square or rectangle which would completely enclose all the letters, parts, or symbols.

**Sec. 153.057. - Window signs.**

Any establishment may display window signs. Permanent window signs shall cover no more than 30% of any window. Permanent window signs shall be debited against the displaying establishment's sign area allowance, but temporary window signs shall not.

**Sec. 153.058. - Shopping center signs.**

A shopping center, as an entity, may erect a sign in accordance with the provisions of this chapter if the total gross floor area of all the establishments located in the center exceeds 50,000 square feet. A shopping center sign shall not exceed 200 square feet in area.

**Sec. 153.059. - Freestanding signs.**

- (A) No more than 1 freestanding sign shall be displayed on any street front of any lot.

(B) All freestanding signs shall comply with the following regulations.

- (1) No part of any freestanding sign shall intrude into or project over any public right-of-way.
- (2) No freestanding sign shall be erected within the city or state right-of-way.
- (3) No freestanding sign shall be located so as to obstruct vision at an intersection or vehicular entry or exit from the property. On corner lots in the triangular portion of land bounded by the street lines that are 25 feet from the point of intersection, no obstruction, whether natural or human-made, shall intrude into the air space that exceeds 4 feet above the level of the adjacent street.
- (4) No freestanding sign shall exceed a total of 120 square feet in area.
- (5) For the purposes of this ordinance the city will be divided in two sections, the West and East. The West Section is defined as property that is west of and contiguous to Historic Old Route 66. The East Section is defined as property that is east of and contiguous to Historic Old Route 66.
  - i. West Section: No height regulations
  - ii. East Section: When attached to a post or other supports, the top edge of a freestanding sign shall not exceed more than fifteen feet (15') above the elevation of the centerline of the adjacent right-of-way or the adjacent finished grade, whichever is greater.

**Sec. 153.060. - Roof-mounted signs prohibited; grandfather provision.**

Upon the effective date of this chapter, all existing roof-mounted signs will be allowed. All new roof-mounted signs are strictly prohibited everywhere in this city after the effective date of this chapter.

**Sec. 153.061. - Billboards.**

- (A) Upon the effective date of this chapter, all existing billboards will be allowed. After the effective date, division (B) of this section will regulate all new billboards.
- (B) Billboards (including all off-premises advertising signs) are prohibited in this city except by special use permit in the commercial, heavy industrial, and light industrial zones as designated by the Zoning Ordinance. A maximum of 25 billboards are allowed within this jurisdiction at any 1 time.
  - (1) No billboard shall:
    - (a) Exceed 60 square feet in area, excluding city billboards;
    - (b) Be stacked on top of another billboard; but billboards may be placed back to back or in a "V" type construction with not more than 1 graphic to each facing;
    - (c) Be located closer than 2,000 feet to any other billboard on the same side of the roadway or within 1,000 feet to any other billboard; or
    - (d) Extend more than 30 feet above the ground or pavement.
  - (2) All billboards must be set back from all property lines a minimum of 20 feet or the overall height of the sign and supporting structure, whichever is greater.

**Sec. 153.062. - Portable signs.**

Any business enterprise consisting of retail sales and/or services directly to the public shall be able to use A-frame signs, banners, pennants, inflatables and poster signs for a period not to exceed seven (7) days and no more than once in a thirty (30) day period. The use of banners, pennants,

inflatables and poster signs will be permitted according to the guidelines as outlined herein, and shall be confined to the property on which the business enterprise is located. No fee or application will be required.

- (A) No more than 2 banners, or 4 poster signs, and 1 A-frame sign shall be installed on the property where the business enterprise is located.
- (B) Each banner shall not exceed 50 square feet.
- (C) Each poster sign shall not exceed 6 square feet.
- (D) All supports, frames or other material used in the installation and support shall be removed when signs are not displayed.
- (E) Signs shall be secured so as not to sag, come loose, and the like. In the event signs sag, come loose, are damaged, or become illegible, the affected signs shall be removed, secured, or repaired within 24 hours.
- (F) A-frame signs to be used in commercial areas only, when sidewalk is 8-foot minimum width. Must maintain a 6-foot wide unobstructed pedestrian walkway at all times on the sidewalk.
- (G) Sign area calculation shall use the guidelines as outlined in § 153.021(A)(1), (2) and (4).

**Sec. 153.063. –Interim signs.**

- (A) If an establishment does not have an existing street graphic, a mobile/portable sign (not to exceed 32 square feet, i.e., 4 feet by 8 feet) or a banner (not to exceed 50 square feet) may be used for a period of time not to exceed 30 consecutive days.
  - (1) When a permanent sign is installed, all interim signs shall be removed. All supports, frames or other material used in the installation and support of interim signs will be removed when the interim sign is no longer displayed.
  - (2) Interim signs shall be confined to the property on which the business enterprise is located.
  - (3) Sign area calculation shall use the guidelines as outlined in § 153.021(A)(1), (2) and (4).
- (B) Completed applications for interim signs will be submitted to the Building and Zoning Department for review and the issuance of a sign permit prior to the installation of interim signs. No permit fee will be required for interim signs.

**Sec. 153.064. - Off-site directional sign for tract sales.**

One directional sign for tract sales of lots or houses off-site is allowable in any business or manufacturing district if the sign meets the following conditions:

- (A) The final plat of the subdivision must contain 10 or more lots;
- (B) The sign may not exceed 32 square feet;
- (C) An approved sign permit has been obtained for the sign;
- (D) These signs must be posted off of public right-of-way and only with the written permission of the property owner; and
- (E) Signs must be removed when 90% of the houses or lots have been sold or if 36 months have expired from the time of erection of the sign.

**Sec. 153.075. - Building Official/Zoning Official; enforcement duties.**

- (A) The Building Official/Zoning Official is hereby authorized and directed to administer and enforce the provisions of this chapter.

- (B) This broad responsibility encompasses, but is not limited to, the following specific duties:
- (1) To review and pass upon applications for street graphic permits;
  - (2) To inspect existing and newly constructed street graphics to determine compliance with this chapter, and where there are violations, to initiate appropriate corrective action;
  - (3) To review and forward to the Zoning Board of Appeals or Plan Commission, as may be applicable, all applications for special street graphic permits, variances, appeals, and amendments;
  - (4) To maintain up-to-date records of these applications and of any official actions taken pursuant thereto;
  - (5) To periodically review the provisions of this chapter to determine whether revisions are needed, and to make recommendations on these matters to the City Council;
  - (6) To provide information to the general public on matters related to this chapter; and
  - (7) To perform other duties as the City Council may from time to time prescribe.

**Sec. 153.076. - Sign construction; permit required.**

Upon the effective date of this chapter, no sign, billboard, or other street graphic, except those listed in § 153.041 of this code, shall be erected, expanded, altered, relocated, or reconstructed without a street graphic permit issued by the Building Official/Zoning Official.

**Sec. 153.077. - Permit application.**

Every applicant for a street graphic permit shall submit on a city-supplied form, to the Building Official/Zoning Official, in narrative or graphic form, all the items of information listed below:

- (A) The name, address, and telephone number of the applicant;
- (B) The name and address of the owner of the premises on which the street graphic is to be erected, if different from division (A) of this section;
- (C) The location of the building, structure, or lot where the proposed street graphic is to be erected, and the zoning district classification of the premises;
- (D) A description of the proposed street graphic indicating proposed location, dimensions, area, overall height, illumination, and method of support and attachment;
- (E) The relationship of the proposed street graphic to nearby traffic-control devices;
- (F) The amount of street frontage that the establishment which proposes to display the street graphic has, and the total area of all existing signs on the premises; and
- (G) Other information as the Building Official/Zoning Official shall reasonably require to determine full compliance with this chapter.

**Sec. 153.078. - Nonconforming signs.**

A nonconforming street graphic may remain and be maintained by ordinary repairs, subject to the following restrictions and criteria:

- (A) The nonconforming street graphic shall not be altered or enlarged in a way as to increase its nonconformity;
- (B) The nonconforming street graphic shall not be replaced by another nonconforming street graphic; provided that changing the message on a changeable sign shall not be a violation of this provision;
- (C) The nonconforming street graphic shall not be relocated unless it is made to conform with this chapter;

- (D) The nonconforming street graphic shall not be reconstructed after incurring damage in an amount exceeding 50% of its market value at the time of loss, as determined by the Building Official/Zoning Official; and
- (E) Any street graphic that is conforming or nonconforming and imposes an imminent peril to life or property on the effective date of this chapter shall either be removed or made to comply with this chapter within the time limit as set forth in this chapter.

**Sec. 153.079. - Violations; notice to correct.**

Whenever the Building Official/Zoning Official finds, by inspection or otherwise, that any street graphic is in violation of this chapter, he or she shall so notify the responsible party in writing pursuant to § 153.080, and shall order appropriate corrective action; provided, that this notice requirement shall not apply whenever the Building Official/Zoning Official determines that any street graphic poses an imminent peril to life or property or whenever that street graphic is strictly prohibited. In situations where the owner of the sign has not been identified, the Building Official/Zoning Official may notify the person, business, entity who benefits from the particular sign, or the person who placed the sign, requesting that appropriate corrective action be taken.

**Sec. 153.080. – Order to correct; contents; service.**

(A) *Contents of order.* The order to take corrective action shall be in writing and shall include:

- (1) A description of the premises sufficient for identification;
- (2) A statement indicating the nature of the violation;
- (3) A statement of the remedial action necessary to effect compliance;
- (4) Corrective action must be taken 72 hours after receipt of corrective action order;
- (5) A statement that the alleged violator is entitled to conference with the Building Official/Zoning Official if he or she so desires;
- (6) The date by which an appeal of the corrective action order must be filed, and a statement of the procedure for so filing; and
- (7) A statement that failure to obey a corrective action order shall result in revocation of the street graphic permit, and may result in remedial action by this city and the imposition of a fine.

(B) *Service of order.* A corrective action order shall be deemed properly served upon the owner of the offending street graphic if it is:

- (1) Served upon him or her personally; or
- (2) Sent by certified mail to the last known address of the owner and, when practicable, posted in a conspicuous place on or about the affected premises.

**Sec. 153.081. - Variances, appeals, and special uses.**

(A) In order that the spirit of this chapter be observed and substantial justice done, the Zoning Board of Appeals shall, upon application or appeal, after conducting a public hearing and upon making a finding of fact, make a determination as to all appeals which have been made to it from the decision of the Building Official/Zoning Official and, further, may also, owing to special conditions, find that a literal enforcement of the provisions of this chapter would result in unnecessary hardship, may vary the conditions of this chapter as hereinafter outlined.

- (B) (1) The Zoning Board of Appeals shall hold a public hearing on each variance or appeal requested. At the hearing, any interested party may appear and testify, either in person or by duly authorized agent or attorney. Proper notice procedures shall be followed.
- (2) The Zoning Board of Appeals shall not grant any graphic variance unless, based upon evidence presented to it, it determines that:
- (a) The proposed variance is consistent with the spirit and purpose of this chapter, and will not cause injury to the area in which the street graphic is located or be detrimental to the public welfare in any way;
  - (b) Strict application of the requirements of this chapter would result in great practical difficulties or hardship to the applicant;
  - (c) The plight of the applicant is due to peculiar circumstances not of his or her own making; and
  - (d) The proposed variance is the minimum deviation from the requirements that will alleviate the difficulties or hardship while protecting the broader public interest.
- (C) The Zoning Board of Appeals shall follow guidelines and requirements as set forth in Article 8 and Article 9 of Zoning Ordinance #2831 when determining requests for appeals.
- (D) (D) All appeals of the decision of the Building Official/Zoning Official shall be within the time frame as set forth in Article 8 and Article 9 of Zoning Ordinance #2831.
- (E) (E) Requests for special use permits under this chapter shall be administered as provided for special use permits in Chapter 150, the Litchfield Zoning Code.

**Sec. 153.082. - Remedial action by city; recovery of costs.**

- (A) *Remedial action.* Whenever the recipient of a corrective action order fails to obey the order within the time limit set forth therein, or in an emergency, the Building Official/Zoning Official may alter or remove the offending street graphic or take any other action necessary to effect compliance with this chapter.
- (B) *Reimbursement for costs.* Any expense incurred by this city pursuant to authorized street graphic remedial action, pursuant to § 153.079 and division (A) of this section, shall be billed by first class mail to the owner of the offending street graphic. If this bill has not been paid within 30 days, the unpaid charge shall constitute a lien upon the real estate where the street graphic is located. The City Attorney is hereby authorized to file a notice of lien in the office of the Recorder of Deeds of the county, to foreclose this lien, and to sue the owner of the real estate, or the sign permittee, or their agents, in a civil action to recover the money due for the foregoing services, plus all expenses incurred pursuant to collection efforts including services, plus all expenses incurred pursuant to collection efforts including litigation expenses, plus reasonable attorney's fees to be fixed by the court.

**Sec. 153.083. - Complaints.**

Whenever any violation of this chapter occurs, or is alleged to have occurred, any person may file a written complaint on forms provided by the Building Official/Zoning Official. The Building Official/Zoning Official shall record the complaints, promptly investigate, and, if he or she deems necessary, initiate appropriate corrective action.

**Sec. 153.084. - Schedule of fees.**

All fees indicated in tabular form below shall be paid to the City Clerk. These fees are intended to defray the administrative costs connected with the processing and enforcement of the listed permits and procedures; they do not constitute a tax or other revenue-raising device.

Permit or Procedure	Details	Fee
Street graphic permit	Signs up to 50 square feet	\$25
Street graphic permit	Signs greater than 50 square feet	\$25 plus \$0.15 per square foot

**Sec. 153.999. - Penalty.**

- (A) Violation of any provision of this chapter for which no other penalty is provided shall, upon conviction, be punishable as provided in § 10.99 of this code.
- (B) (1) Any person who is convicted of a violation of this chapter shall be fined not more than \$750 per day, plus court costs. Each day that a violation continues shall be considered a separate offense.
- (2) Nothing contained in this chapter shall prevent this city from taking any other lawful action that may be necessary to secure compliance with this chapter.

*Section 3.* All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

*Section 4.* If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

*Section 5.* 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

**City of Litchfield  
City Council  
February 19, 2026**

**Agenda Item:** A motion to approve Durkin Equipment's quote to replace the Wastewater Treatment Facility's Return Activated Sludge (RAS) flow for an amount not to exceed \$10,750.00.

**Background:** The existing flow meter was installed twenty-six years ago during the last facility upgrade in 2000. An attempt to repair the unit was made, however the meter electronics have failed rendering the reading of flow impossible. The operation of this meter is critical to the treatment plant as it ensures adequate return of biomass to the treatment process. Currently staff are estimating flow based on historical pump settings.

**Financial Impact:** Monies were budgeted in the 2025-2026 Sewer Departments' Capital Improvement 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 RAS flow meter failure.

**Supporting Material:**

1. Durkin Equipment Quote - \$10,750.00



601 Gravois Bluffs Blvd, Suite H  
 Fenton, MO 63026  
 Telephone: (314) 432-2040 \* Fax: (314) 432-8588 \* Toll Free: 1-800-264-3875  
 www.DurkinInc.com

Quotation No. 02032603-SER

QUOTE

Page 1 of 1

To: Veolia – Litchfield, IL wwtp Attn: John Shaw Email: john.shaw@veolia.com Phone: 618-334-1769	Date: 2/11/2026 Expires: 5/11/2026
---	---------------------------------------

RE: RAS Flowmeter

Item	Qty.	Description	Unit Price	Extended
1	1	Replacement meter for RAS flow application using new ABB unit ABB FEW632 Electromagnetic Flowmeter System, Remote mount Transmitter with 10" sensor. DELIVERY: 9-10 weeks	\$10,750.00	
2	1		\$	

Delivery: Weeks A.R.O.  
 Terms: Net 30 Days  
 Freight: Prepaid & Add

Greg Pohlman, Service Manager  
 Durkin Equipment Company  
 gpohlman@impact-automation.com

**City of Litchfield  
City Council  
February 19, 2026**

**Agenda Item:** A motion to approve a Resolution waiving normal and customary bidding procedures for Phase II for the State Street Water Line Replacement Project.

**Background:** Phase I of the above project, which is replacement of the primary water main, is near completion. Phase II consists of replacing service lines to 14 businesses that currently have shared service lines. Shared service lines are no longer allowed by the EPA.

Petersburgh Plumbing was the only bidder for Phase I and is willing to complete Phase II.

**Financial Impact:** Funds are available from TIF # 1. The cost is not to exceed \$182,000.

**Recommendation:** It is the recommendation from City Administrator, Public Works Coordinator and Street Superintendent to approve this request.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING WAIVING NORMAL AND CUSTOMARY BIDDING PROCEDURES FOR PHASE II OF THE STATE STREET WATER LINE PROJECT**

**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 Public Works Coordinator has informed the City Council Phase I of the State Street Water Line Project is near completion; and

**WHEREAS**, the Public Works Coordinator has informed the City Council that as Phase I ends, it is time to start working on Phase II of the State Street Water Line Project to establish an water line for each customer; and

**WHEREAS**, the City awarded bid to Petersburg Plumbing for Phase I; and

**WHEREAS**, Petersburg Plumbing was the only applicant to submit a bid for Phase I of the State Street Water Main Project; and

**WHEREAS**, the Public Works Coordinator has informed the City Council that Petersburg Plumbing has provided a proposal to complete Phase II of the State Street Water Main Project for an amount not to exceed \$182,000.00 ("Petersburg Proposal"); and

**WHEREAS**, the Public Works Coordinator desires to waive the normal and customary bidding process and award Phase II of the State Street Water Main Project to Petersburg Plumbing pursuant to the Petersburg Proposal 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 accept the Petersburg Proposal; and

**WHEREAS**, City has determined it to be appropriate to waive the normal and customary bidding procedures and award bid to Petersburg Plumbing for Phase II of the State Street Water Main Project under the Petersburg Proposal; and

**WHEREAS**, City authorizes and directs the Mayor to execute any documents necessary to waive customary bidding procedures and enter the Petersburg Proposal 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 Petersburg Proposal for Phase II of the State Street Water Main Project, as stated herein, is 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, enter Petersburg Proposal for Phase II of the State Street Water Main Project.

*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