

**City of Litchfield
City Council
Notice of Public Hearing
March 19, 2026
6:15 p.m.**

Notice is hereby given that the City of Litchfield will conduct a public hearing at City Hall located at 120 E. Ryder Street, Litchfield, IL 62056 on Thursday, March 19, 2026, at 6:15 PM, local time. The purpose of the public hearing is to provide an opportunity for public input regarding the proposed Wastewater Treatment Plant Improvements. Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact Breann Vazquez, City Administrator, at 217-324-8151. Every effort will be made to make reasonable accommodations for these persons.

**City of Litchfield
City Council Meeting Agenda
City Hall
March 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 March 5, 2026 meeting.
2. A motion to approve the expenditure report and payroll report for the current period.

Old Business:

New Business:

1. Administration – Josh Hughes - A motion to approve the renewal of health insurance for the City employees effective May 1, 2025 to April 30, 2026 through Assured Partners.
2. Building & Zoning - Sara Zumwalt - A motion to approve a resolution approving and authorizing a demolition agreement for the demolition of a structure located at 115 East South Street. PIN #15-04-134-006.

3. Building & Zoning - Sara Zumwalt - A motion to approve a resolution approving and authorizing a demolition agreement for the demolition of a structure located at 1221 North Van Buren. PIN# 10-33-186-007.
4. Building & Zoning - Sara Zumwalt - A motion to approve a Resolution making separate statements of findings of fact in connection with an ordinance granting a special use permit for a short-term rental property in the S-1 single-family residential district located at 508 E. Water Street.
5. Building & Zoning - Sara Zumwalt - A motion to approve an Ordinance granting a special use permit for a short-term rental in the S-1 single-family zoning district located at 508 E. Water Street.
6. Building & Zoning - Sara Zumwalt - A motion to approve a Special Use Permit to allow for a Short-term rental property in a residential district, located at 508 E. Water St. pin 15-04-401-029.
7. Building & Zoning – Sara Zumwalt - A motion to approve a resolution approving a large-scale development plan for 414 N. Old Route 66.
8. Water Department - Bob Garcia - A motion to approve a professional services agreement with HMG Engineers for design and permitting services for the Phase III Water System Improvements project for an amount not to exceed \$76,500.00.
9. Tourism - Josh Hughes - A motion to approve payment to the Montgomery County Economic Development Corporation for tourism promotion services through Great Rivers and Routes for an amount not to exceed \$18,000.

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 appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body...” (5ILCS 120/2(2)(C)(1).
3. “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 March 5, 2026.
2. A motion to approve a Resolution approving an amended employment agreement with Rob Carpenter.
3. A motion to approve an Ordinance approving the purchase of real estate located at 113 E. Union Ave.

Adjournment

City of Litchfield
City Council
March 19, 2026

Agenda Item: A motion to approve the renewal of health insurance for the City employees effective May 1, 2025 to April 30, 2026 through Assured Partners.

Background: The City of Litchfield has worked with Assured Partners to renew health, life, dental, vision, short-term disability, and long-term disability insurance for City employees.

Ancillary coverage (life, dental, vision) will remain with Principal. There is no increase to life or vision insurance. Dental insurance was quoted at a 6.8% increase. AFLAC short-term and long-term disability policies will continue to be offered.

For health insurance with Blue Cross Blue Shield IL this past year, we had a 172% rolling medical and pharmacy loss ratio. The target is 80-85%. Aetna and Cigna declined to quote the City, BCBS IL quoted a 10% increase (\$61,726 over last year) and United Healthcare quoted a 13% savings (\$82,697 under last year).

The City worked with our brokers to review options and switching to United Healthcare seems to be the most beneficial to both City staff and the City. All bargaining unit employees will have two plan options with a no-cost premium under the current bargaining agreements, and the cost of adding dependents is also less.

Budget Impact: Funds are budgeted in the FY 2026 budget.

Recommendation: The Employee Insurance Committee, City Administrator, and the Finance & HR Coordinator recommend a motion to approve the renewal of health insurance for the City employees effective May 1, 2025 to April 30, 2026 through Assured Partners.

City of Litchfield 2026 Benefits Renewal Meeting

Meeting Date: February 25th, 2026



Gallagher

Insurance | Risk Management | Consulting

Your Gallagher Team

Let us introduce ourselves

Primary Consulting Team



Ben Crowder
EVP
ben_crowder@ajg.com



Carson Baugher
Partner
carson_baugher@ajg.com



Kari Unterbrink
Team Lead / Sr. Account Executive
Kari_unterbrink@ajg.com



Kara Ruckman
Account Executive
kara_ruckman@ajg.com



Kate Pellegrino
Account Manager
kate_pellegrino@ajg.com

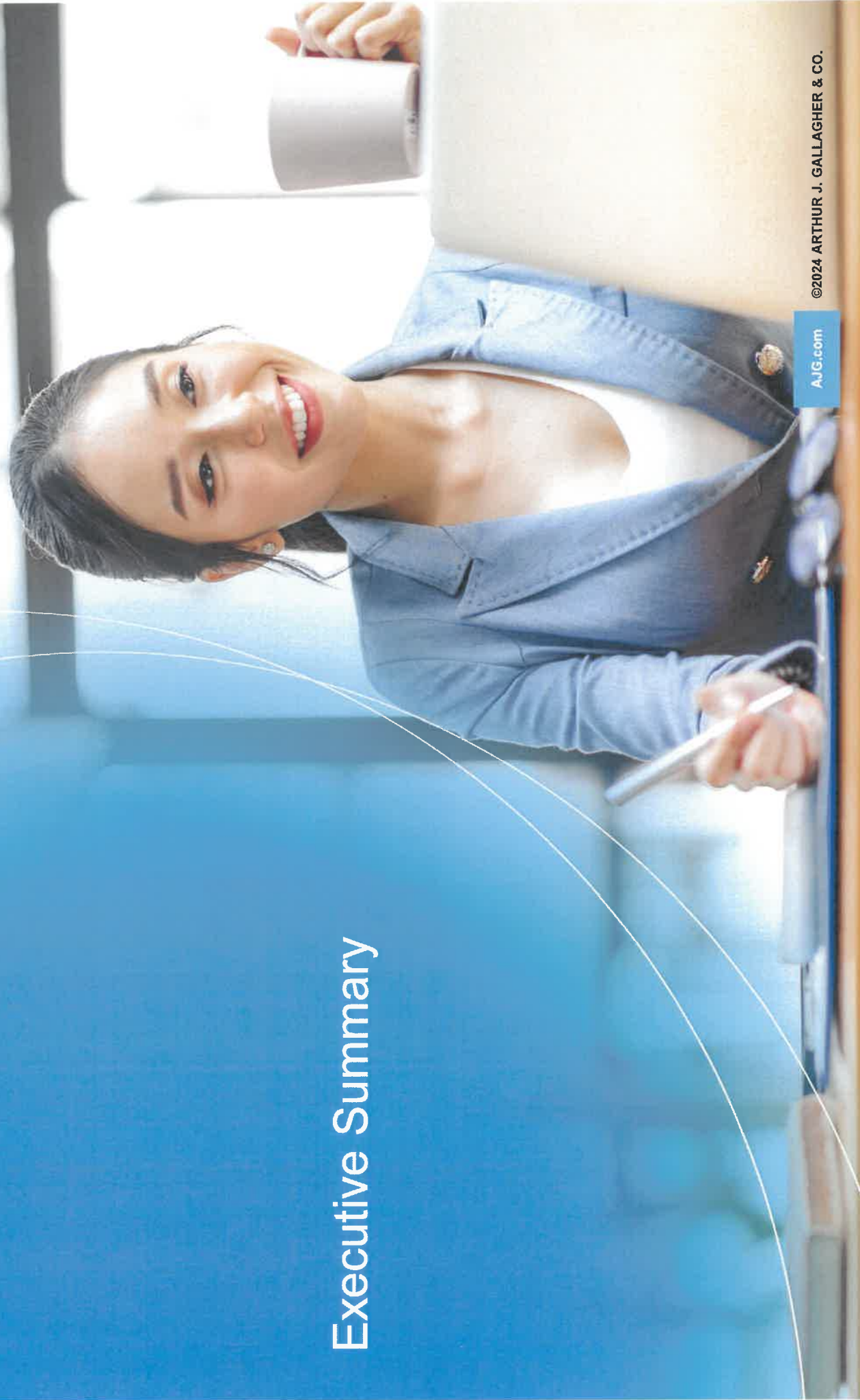


Subject Matter Experts

Gallagher (AJG) is a resource for all employees regarding your benefits package. Reach out to us with questions or assistance!



Executive Summary





Executive Summary

Medical | BCBS IL

- The initial renewal called for a 10% increase from current.
- Competitive quote from United Healthcare at -13% under current

Dental | Principal

- The renewal called for a 6.8% increase from current

Vision | Principal

- The vision plan is under 2-year rate guarantee ending 4/30/2027.

Life and Disability | Principal & Guardian

- The Life and Disability plans with both Principal & Guardian are under a 2-year rate guarantee ending 4/30/2027.



Claims Review BCBS IL Current & Renewal Plans



Medical/Rx Claims Experience



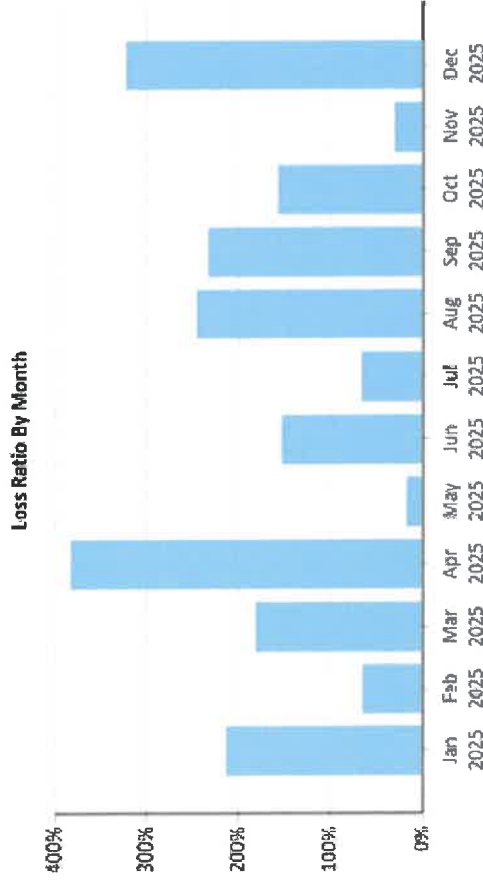
- Carrier: BCBS IL

Report Description: Provides the medical and pharmacy loss ratio and claims for the most recent reported twelve months.

Month	Premium	Medical Paid Claims	Pharmacy Paid Claims	VBC Payments	Total Paid	Medical and Pharmacy Loss Ratio
Jan 2025	\$60,047	\$105,035	\$23,156	(\$18)	\$128,174	213.5%
Feb 2025	\$60,047	\$17,338	\$21,806	(\$12)	\$39,132	65.2%
Mar 2025	\$59,132	\$73,938	\$33,857	(\$12)	\$107,183	181.3%
Apr 2025	\$59,132	\$221,332	\$5,321	(\$6)	\$226,648	383.3%
May 2025	\$57,478	\$4,590	\$5,650	(\$6)	\$10,235	17.8%
Jun 2025	\$57,232	\$79,373	\$8,143	(\$6)	\$87,511	152.9%
Jul 2025	\$56,223	\$31,014	\$6,250	(\$6)	\$37,258	66.3%
Aug 2025	\$56,223	\$130,573	\$7,225	(\$12)	\$137,788	245.1%
Sep 2025	\$54,941	\$122,848	\$5,124	(\$12)	\$128,061	233.1%
Oct 2025	\$55,809	\$60,700	\$6,827	(\$12)	\$67,515	136.8%
Nov 2025	\$53,287	\$10,644	\$5,913	(\$11)	\$16,546	31.1%
Dec 2025	\$53,287	\$165,242	\$6,860	(\$11)	\$172,090	323.0%
Summary	\$682,835	\$1,042,331	\$135,934	(\$123)	\$1,178,142	172.5%

Rolling
Medical Loss Ratio
Target is 80-85%

Most Recent
12 Months



Key Findings: The medical and pharmacy loss ratio for the most recent reported month was 150.4% higher than the average of the most recent reported twelve months, which was 172.5%.

Medical Plans





Medical Marketing Results

2026 Plan Year



CITY OF LITCHFIELD FULLY-INSURED/LEVEL-FUNDED MEDICAL MARKETING RESULTS

Carrier/Vendor	Quoted/Declined/ Pending	Annual \$ (%) Change From		AM Best Rating	Additional Details
		Current	Current		
BCBS IL RENEWAL (Incumbent)	Quoted	+\$61,726 (+10%)		A (Excellent)	
Aetna Level Funded	Declined	NA		A (Excellent)	Not Competitive
Cigna Level Funded / Fully Insured	Declined	NA		A (Excellent)	Not Competitive
United Healthcare Fully Insured	Quoted	-\$82,697 (-13%)		A+ (Superior)	

Please refer to the AM Best Ratings definitions in the Disclaimer section of the proposal. Gallagher advises clients to select companies with an AM Best rating of A- or higher.

Medical Plans BCBS IL Current/Renewal Summary



Gallagher

		BLUE CROSS BLUE SHIELD OF ILLINOIS CURRENT/RENEWAL 4/1/2026-3/31/2027				Blue Choice Options	
In-Network Only Benefits Overview		MIBP2030 PPO	MPPC3036 PPO	MIBPP2170 PPO	MIBPP2175 PPO	MICOE3073 HSA	
Deductible/Out-of-Pocket Year		Calendar Year	Calendar Year	Calendar Year	Calendar Year	Calendar Year	
Annual Deductible		Embedded	Embedded	Embedded	Embedded	Embedded	
Individual/Family		\$500-->\$750	\$2,500	\$5,000	\$12,000	BCO: \$5,000 PPO: \$6,000	
Coinurance (% paid by member)		80%	80%	80%	80%	BCO: 80% PPO: 60%	
Annual Out-of-Pocket Maximum		Embedded	Embedded	Embedded	Embedded	Embedded	
Individual/Family		\$2,500-->\$3,000	\$5,500	\$10,200	\$5,600-->\$6,100	BCO: \$6,000 PPO: \$7,000	
Primary Care / Specialist Office Visit Copay <i>(Routine Preventive Care is covered 100% per ACA)</i>		\$40-->\$50	\$30	\$50	\$60-->\$70	BCO: Deductible + 20%	
Urgent Care Visit Copay		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%	BCO: Deductible + 20%	
Emergency Room Visit Copay		\$150	\$150	\$150	\$250	BCO: Deductible + 40%	
Minor Lab / X-Ray (Outside of Office Visit)		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%	BCO: Deductible + 40%	
Major Diagnostics (CT/MRI/PET)		Deductible +20%	Deductible +20%	Deductible +20%	Deductible +20%	BCO: Deductible + 20%	
Outpatient Surgery and Facility Visit		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%	BCO: Deductible + 20%	
Inpatient Hospitalization		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%	BCO: Deductible + 40%	
Prescription Drugs (ACA Preventive Drugs Covered at \$0 copay)		Preferred: \$5/\$15/\$60/\$110/\$250/\$35 Non Preferred: \$15/\$25/\$80/\$130/\$250/\$350	Preferred: \$10/\$40/\$60 Non Preferred: \$15/\$50/\$70	Preferred: \$5/\$15/\$60/\$110/\$250/\$35 Non Preferred: \$15/\$25/\$80/\$130/\$250/\$350	Preferred: \$5/\$15/\$60/\$110/\$250/\$35 Non Preferred: \$15/\$25/\$80/\$130/\$250/\$350	Preferred: 10%/20%/30%/40%/50% NP: 20%/30%/40%/50%	
30-Day Supply Retail: Tier 1/Tier 2/Tier 3/Tier 4/Tier 5		2 x Copay	2 x Copay	2 x Copay	2 x Copay	Preferred: 10%/20%/30%/40%	
Mail Order: Tier 1/Tier 2/Tier 3/Tier 4/Tier 5		2 x Copay	2 x Copay	2 x Copay	2 x Copay	Preferred: 10%/20%/30%/40%	
Monthly Premium Equivalent Rates		MIBP MPPC MIBP MICO EES EES EES EES	MIBP MPPC MIBP MICO EES EES EES EES	MIBP MPPC MIBP MICO EES EES EES EES	MIBP MPPC MIBP MICO EES EES EES EES	MICOE3073 HSA	
Employee	6 10 8 27	\$1,281.21	\$1,165.42	\$1,125.31	\$867.49	\$939.17	
Employee+Spouse	0 0 0 0	\$2,589.92	\$2,655.87	\$2,274.77	\$1,753.61	\$1,934.21	
Employee+Child(ren)	0 0 0 1	\$2,218.00	\$2,077.56	\$1,948.10	\$1,501.78	\$1,452.67	
Family	0 0 0 0	\$3,526.71	\$3,208.01	\$3,097.57	\$2,387.90	\$2,447.71	
Monthly Medical Premium	6 10 8 28	\$7,687.26	\$11,654.20	\$9,002.48	\$24,924.01	\$26,810.26	
Annual Medical Premium	52	\$92,247	\$139,850	\$157,314	\$299,088	\$321,723	
Annual % Change from Current		12.1%	12.5%	9.6%	7.6%		
TOTAL MONTHLY COMBINED COSTS		CURRENT		RENEWAL			
		\$53,267.95		\$58,411.76			
TOTAL ANNUAL COMBINED COSTS		CURRENT		RENEWAL			
		\$639,215		\$700,941			
Annual (\$ % Change from Current		-\$61,726 (-10%)					

\$639,215
Current Annual
Premium Expense
(Employer + Employee)

\$700,941
Renewal Annual
Premium Expense
(Employer + Employee)

United Healthcare – Fully Insured Proposal



Gallagher

		UNITED HEALTHCARE FULLY INSURED RENEWAL OPTION 1 4/1/2026-3/31/2027			
In-Network Only Benefits Overview		EE/L Choice Plus	EET Choice Plus	EELD PPO Choice Plus	EE/MG HSA Choice Plus
Deductible/Out-of-Pocket Year		Calendar Year	Calendar Year	Calendar Year	Calendar Year
Annual Deductible					
Individual/Family		Embedded \$500	Embedded \$2,500	Embedded \$5,000	Embedded \$5,000
Coinsurance (% paid by member)					
Individual/Family		80%	80%	80%	80%
Annual Out-of-Pocket Maximum					
Individual/Family		Embedded \$4,000	Embedded \$6,250	Embedded \$7,900	Embedded \$6,250
Primary Care / Specialist Office Visit Copay <i>(Routine Preventive Care is covered 100% per ACA)</i>					
Urgent Care Visit Copay		\$30	\$35	\$35	Deductible + 20%
Emergency Room Visit Copay		\$50	\$50	\$25	Deductible + 20%
Emergency Room Visit Copay		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%
Minor Lab / X-Ray (Outside of Office Visit)		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%
Major Diagnostics (CT/MRI/PET)		Deductible + 20%	\$400 then Ded + 20%	\$400 + Deductible + 20%	Deductible + 20%
Outpatient Surgery and Facility Visit		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%
Inpatient Hospitalization		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%
Prescription Drugs (ACA Preventive Drugs Covered at \$0 copay)		Advantage	Advantage	Advantage	Advantage
30-Day Supply Retail: Tier 1/Tier 2/Tier 3/Tier 4/Tier 5		\$10/\$35/\$60/\$200	\$10/\$35/\$60/\$200	\$10/\$35/\$60/\$200	Ded then \$10/\$35/\$60/\$200
Mail Order: Tier 1/Tier 2/Tier 3/Tier 4/Tier 5		2.5 x Copay	2.5 x Copay	2.5 x Copay	Ded then 2.5 x Copay
Monthly Premium Equivalent Rates	MIBP MPPC MIBP MICO EES EES EES EES	RENEWAL OPTION 1	RENEWAL OPTION 1	RENEWAL OPTION 1	RENEWAL OPTION 1
Employee	6 10 8 27	\$1,213.89	\$1,001.06	\$822.23	\$783.32
Employee+Spouse	0 0 0 0	\$2,453.27	\$2,023.14	\$1,661.73	\$1,583.09
Employee+Child(ren)	0 0 0 1	\$2,101.24	\$1,732.83	\$1,423.28	\$1,355.93
Family	0 0 0 0	\$3,341.84	\$2,755.92	\$2,263.60	\$2,156.48
Monthly Medical Premium	6 10 8 28	\$7,283.24	\$10,010.80	\$6,577.84	\$22,505.57
Annual Medical Premium	52	\$87,400	\$150,127	\$78,934	\$270,657
Annual % Change from Current		-5.3%	-14.1%	-26.9%	-9.7%
TOTAL MONTHLY COMBINED COSTS		RENEWAL OPTION 1			
TOTAL ANNUAL COMBINED COSTS		\$46,377.35			
Annual (\$) % Change from Current		-\$55,528			
		-\$82,687 (-13%)			

\$639,215
Current Annual
Premium Expense
(Employer + Employee)

UHC Alternate Carrier

- Similar plan designs with some changes
- National Choice Plus Network
- Estimated -13% from BCBS IL current plans

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Contribution Analysis

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Medical Contribution Analysis



LIUNA UNION Rates and Monthly EMPLOYEE Contributions

		BLUE CROSS BLUE SHIELD OF ILLINOIS CURRENT - LIUNA UNION EMPLOYEES 52					
TOTAL EES:		MIBPP2030 --> MIBPP2035 PPO	MPPC3Q36 PPO	MIBPP2170 --> MIBPP2175 PPO	MICOE3073 HSA		
EE MONTHLY CONTRIBUTIONS		\$	%	\$	%		
Employee Only		\$481.21	38%	\$325.31	29%	\$67.49	8%
Employee + Spouse		\$1,789.92	69%	\$1,474.77	65%	\$953.61	54%
Employee + Children		\$1,418.00	64%	\$1,148.10	59%	\$701.78	47%
Family		\$2,726.71	77%	\$2,297.57	74%	\$1,587.90	66%

Contribution Strategy:
LIUNA UNION
Employer pays \$800 towards each tier

EMPLOYEE cost change from current



		BLUE CROSS BLUE SHIELD OF ILLINOIS RENEWAL - LIUNA UNION EMPLOYEES 52					
TOTAL EES:		MIBPP2030 --> MIBPP2035 PPO	MPPC3Q36 PPO	MIBPP2170 --> MIBPP2175 PPO	MICOE3073 HSA		
EE MONTHLY CONTRIBUTIONS		\$	%	\$	%		
Employee Only		\$636.80	44%	\$433.90	35%	\$139.17	15%
Employee + Spouse		\$2,045.04	69%	\$1,647.49	65%	\$1,051.82	54%
Employee + Children		\$1,420.79	64%	\$1,124.78	59%	\$678.83	47%
Family		\$2,895.19	77%	\$2,385.28	74%	\$1,627.67	66%

EMPLOYEE cost change from current



		UNITED HEALTHCARE ALT OPT 1 - LIUNA UNION EMPLOYEES 52							
TOTAL EES:		EELJ	EKEK	EELD	EEMG HSA				
EE MONTHLY CONTRIBUTIONS		\$	%	\$	%				
Employee Only		\$413.89	34%	\$201.06	20%	\$22.23	3%	(\$16.68)	-2%
Employee + Spouse		\$1,653.27	67%	\$1,223.14	60%	\$861.73	52%	\$783.09	49%
Employee + Children		\$1,301.24	62%	\$932.83	54%	\$623.28	44%	\$555.93	41%
Family		\$2,541.84	76%	\$1,955.92	71%	\$1,463.60	65%	\$1,356.48	63%

		\$ CHANGE FROM CURRENT			
TOTAL EES:		Plan 1 - PPO	Plan 2 - PPO	Plan 3 - PPO	Plan 4 - HSA
Employee Only		-\$67.32	-\$164.36	-\$303.08	-\$84.17
Employee + Spouse		-\$1,789.92	-\$2,438.26	-\$2,357.16	-\$1,836.00
Employee + Children		-\$1,418.00	-\$1,991.40	-\$1,921.94	-\$1,475.62
Family		-\$2,726.71	-\$3,228.05	-\$3,117.61	-\$2,407.94

Medical Contribution Analysis



FIRE & POLICE Rates and Monthly EMPLOYEE Contributions

TOTAL EES:		BLUE CROSS BLUE SHIELD OF ILLINOIS CURRENT - FIRE & POLICE 52							
EE MONTHLY CONTRIBUTIONS		MIBPP2030 -->		MPPC3Q36 PPO		MIBPP2170 --> MIBPP2175 PPO		MICOE3073 HSA	
		\$	%	\$	%	\$	%	\$	%
Employee Only		\$431.21	34%	\$315.42	27%	\$275.31	24%	\$17.49	2%
Employee + Spouse		\$1,739.92	67%	\$1,505.87	64%	\$1,424.77	63%	\$903.61	52%
Employee + Children		\$1,368.00	62%	\$1,167.56	58%	\$1,098.10	56%	\$651.78	43%
Family		\$2,676.71	76%	\$2,358.01	74%	\$2,247.57	73%	\$1,537.90	64%

Contribution Strategy:
FIRE & POLICE
Employer pays \$850 towards each tier

EMPLOYEE cost change from current



TOTAL EES:		BLUE CROSS BLUE SHIELD OF ILLINOIS RENEWAL - FIRE & POLICE 52							
EE MONTHLY CONTRIBUTIONS		MIBPP2030 -->		MPPC3Q36 PPO		MIBPP2170 --> MIBPP2175 PPO		MICOE3073 HSA	
		\$	%	\$	%	\$	%	\$	%
Employee Only		\$586.80	41%	\$460.95	35%	\$383.90	31%	\$89.17	9%
Employee + Spouse		\$2,109.06	71%	\$1,849.89	69%	\$1,691.18	67%	\$1,084.21	56%
Employee + Children		\$1,372.37	62%	\$1,177.71	58%	\$1,058.53	55%	\$602.67	41%
Family		\$2,894.62	77%	\$2,566.65	75%	\$2,365.82	74%	\$1,597.71	65%

EMPLOYEE cost change from current



TOTAL EES:		UNITED HEALTHCARE ALT OPT 1 - FIRE & POLICE 52							
EE MONTHLY CONTRIBUTIONS		EELJ		Eekt		EELD		EEMG HSA	
		\$	%	\$	%	\$	%	\$	%
Employee Only		\$363.89	30%	\$151.06	15%	(\$27.77)	-3%	(\$66.68)	-9%
Employee + Spouse		\$1,603.27	65%	\$1,173.14	58%	\$811.73	49%	\$733.09	46%
Employee + Children		\$1,251.24	60%	\$882.83	51%	\$573.28	40%	\$505.93	37%
Family		\$2,491.84	75%	\$1,905.92	69%	\$1,413.60	62%	\$1,306.48	61%

\$ CHANGE FROM CURRENT				
Plan 1 - PPO	Plan 2 - PPO	Plan 3 - PPO	Plan 4 - HSA	Plan 4 - HSA
-\$67.32	-\$164.36	-\$303.08	-\$84.17	-\$84.17
-\$136.65	-\$332.73	-\$613.04	-\$170.52	-\$170.52
-\$116.76	-\$284.73	-\$524.82	-\$145.85	-\$145.85
-\$184.87	-\$452.09	-\$833.97	-\$231.42	-\$231.42

Medical Contribution Analysis



NON-UNION Rates and Monthly EMPLOYEE Contributions

TOTAL EES:		BLUE CROSS BLUE SHIELD OF ILLINOIS CURRENT - NON-UNION 52			
EE MONTHLY CONTRIBUTIONS		MIBPP2030 --> MIBPP2035 PPO	MPPC3Q36 PPO	MIBPP2170 --> MIBPP2175 PPO	MICOE3073 HSA
		\$	\$	\$	\$
Employee Only	0%	\$0.00	\$0.00	0%	\$0.00
Employee + Spouse	51%	\$1,308.71	\$1,149.46	51%	\$886.12
Employee + Children	42%	\$936.79	\$852.14	42%	\$634.29
Family	64%	\$2,245.50	\$2,042.59	64%	\$1,520.41

Contribution Strategy:
NON-UNION
Employer pays 100% EE towards each tier

EMPLOYEE cost change from current



TOTAL EES:		BLUE CROSS BLUE SHIELD OF ILLINOIS RENEWAL - NON-UNION 52			
EE MONTHLY CONTRIBUTIONS		MIBPP2030 --> MIBPP2035 PPO	MPPC3Q36 PPO	MIBPP2170 --> MIBPP2175 PPO	MICOE3073 HSA
		\$	\$	\$	\$
Employee Only	0%	\$0.00	\$0.00	0%	\$0.00
Employee + Spouse	51%	\$1,522.26	\$1,388.94	51%	\$995.04
Employee + Children	35%	\$785.57	\$716.76	35%	\$513.50
Family	62%	\$2,307.82	\$2,105.70	62%	\$1,508.54

EMPLOYEE cost change from current



TOTAL EES:		UNITED HEALTHCARE ALTOPT 1 - NON-UNION 52			
EE MONTHLY CONTRIBUTIONS		EELJ	EEEK	EELD	EEMG HSA
		\$	\$	\$	\$
Employee Only	0%	\$0.00	\$0.00	0%	\$0.00
Employee + Spouse	51%	\$1,239.38	\$1,022.08	51%	\$799.77
Employee + Children	42%	\$887.35	\$731.77	42%	\$572.61
Family	64%	\$2,127.95	\$1,754.86	64%	\$1,373.16

\$ CHANGE FROM CURRENT				
Plan 1 - PPO	Plan 2 - PPO	Plan 3 - PPO	Plan 4 - HSA	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$213.55	\$198.49	\$157.82	\$108.92	\$108.92
-\$151.22	-\$135.38	-\$148.16	-\$120.79	-\$120.79
\$62.32	\$63.11	\$9.66	-\$11.87	-\$11.87

\$ CHANGE FROM CURRENT				
Plan 1 - PPO	Plan 2 - PPO	Plan 3 - PPO	Plan 4 - HSA	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-\$69.33	-\$168.37	-\$309.96	-\$86.35	-\$86.35
-\$49.44	-\$110.37	-\$221.74	-\$61.68	-\$61.68
-\$117.55	-\$287.73	-\$530.89	-\$147.25	-\$147.25



Contribution Affordability

Rate of Pay Safe Harbor

CITY OF LITCHFIELD

2026 ACA AFFORDABILITY SAFE HARBOR

Current Non-Wellness EE Contribution	
Monthly	\$67.49
Annual	\$810

2026 Maximum Non-Wellness EE Contribution Based On \$18.09 As Lowest Hrly Rate or \$28,220 Lowest Annual Salary	
2026 Max. Monthly Contribution Amt	\$234.23

Safe Harbor	Calculation	Interpretation
W-2, Box 1 Earnings Safe Harbor Affordability Threshold	\$8,131	Under the W-2 test, CITY OF LITCHFIELD'S contribution is affordable for all workers with Box 1 earnings of at least \$8,131 per year.
Rate of Pay Safe Harbor Affordability Threshold Corresponding Hourly Rate (130 hours)	\$678 \$5.21	Under the Rate of Pay test, CITY OF LITCHFIELD'S contribution is affordable for all workers earning at least \$5.21 per hour (\$0,678 per month @ 130 hours).
Federal Poverty Line (\$1304 per month) Current Contribution as a Percentage of FPL Maximum Contribution to Use Safe Harbor	5.2% \$129.90	Under the FPL test, CITY OF LITCHFIELD'S contribution is less than 9.96% of FPL. The FPL safe harbor may be used.

Note: CITY OF LITCHFIELD could face a penalty if any employee had an annual family income lower than \$8,131 and decided to go to the Exchange and receive a subsidy to purchase coverage. [\$5,010 per employee annualized in 2025]

This test only considers each employee's income, as Family Income is unknown.

Affordability is based on the single non-wellness, non-tobacco rate (tobacco rate may be up to 50% higher)

Non Medical Plans



Ancillary Renewal

2026 | Plan Year | Principal & Guardian



CITY OF LITCHFIELD ANCILLARY MARKETING RESULTS

ANCILLARY MARKETING RESULTS		Quoted/Declined	AM Best Rating	Annual \$ (%) Change From Current
PRINCIPAL / GUARDIAN (Renewal)		Quoted	A++	
ER-Paid Basic Life/AD&D				\$0 (0%)
Voluntary LTD				\$0 (0%)
Voluntary Dental				+\$1,134 (+6.8%)
Voluntary Vision				\$0 (0%)
Voluntary Life/AD&D				\$0 (0%)



Principal Dental Renewal

CITY OF LITCHFIELD
 BENEFIT & FINANCIAL REVIEW OF DENTAL COVERAGE - 1 PLAN (IN & OUT-OF-PLAN)

In-Network Benefits Overview		PRINCIPAL CURRENT/RENEWAL 5/1/2026-4/30/2027	
ER Paid (Non-Contributory), EE/ER Paid (Contributory), or 100% EE Paid (Voluntary)		Voluntary	
Participation Requirement		Current	
Out-of-Network UCR Percentile		90th	
Annual Open Enrollment		Included	
Calendar Year Annual Deductible		IN	OUT
Individual/Family		\$50/\$150	\$50/\$150
Annual Plan Maximum (per person)		\$1,500	
Annual Maximum Programs		Rollover	
Coinsurance (% paid by plan)		Plan Pays	
Type I: Preventive Services (Deductible Waived For Preventive)		IN	OUT
Type II: Basic Services (after deductible)		100%	100%
Type III: Major Services (after deductible)		80%	80%
Other Services		50%	50%
Periodontic Non-Surgical		Covered Under	
Periodontic Surgical		Basic	
Endodontics		Basic	
Implants		Basic	
Type IV: Orthodontia		Not Covered	
Orthodontia Coinsurance		IN	OUT
Lifetime Maximum		50%	50%
Child Only/Adults & Child(ren) Covered		\$1,500	\$1,500
Monthly Premium Equivalent Rates		Adults & Child(ren)	Adults & Child(ren)
Employee	16	CURRENT	RENEWAL
Employee+Spouse	4	\$35.95	\$38.39
Employee+Child(ren)	1	\$72.71	\$77.65
Family	3	\$95.03	\$101.49
Monthly Dental Total		\$142.72	\$152.43
Annual Dental Total	2.4	\$1,389.23	\$1,483.71
Annual (\$ % Change from Current		\$16,671	\$17,805
Rate Guarantee		NA	\$1,134 (+6.8%)
			1 Year

Principal Dental Renewal
+6.8%



Principal Vision Renewal

CITY OF LITCHFIELD BENEFIT & FINANCIAL REVIEW OF VISION COVERAGE - CURRENT VS. RENE

PRINCIPAL	
CURRENT/RENEWAL	
5/1/2026-4/30/2027	
Vision Network Name	
In-Network Benefits Overview	Voluntary
ER Paid (Non-Contributory), EE/ER Paid (Contributory), or 100% EE Paid (Voluntary)	20%
Participation Requirement	
Benefit Frequency	
Examination	Once Every 12 Months (Resets 365 days)
Lenses	Once Every 12 Months (Resets 365 days)
Frames	Once Every 12 Months (Resets 365 days)
Contact Lenses in lieu of glasses	Once Every 12 Months (Resets 365 days)
Copays	
Eye Examination	\$10
Materials	\$25
Lenses	
Standard Single Vision	Covered in full
Standard Bifocal	Covered in full
Standard Trifocal	Covered in full
Standard Lenticular	Covered in full
Frames	up to \$150 + 20%
Contact Lenses (materials only)	
Elective	up to \$150
Medically Necessary	Covered in full
Monthly Rates	
Employee	EEs
Employee+Spouse	15
Employee+Child(ren)	4
Family	1
Monthly Vision Premium	2
Annual Vision Premium	Monthly Vision Premium
Annual \$ (%) Change from Current	22
Rate Guarantee	Annual \$ (+0%)
	1 Year
	\$0 (+0%)
	\$2,890
	\$240.87
	\$27.42
	\$16.59
	\$15.96
	\$7.04
	RENEWAL
	CURRENT

Principal Vision in Rate Guarantee
NO RATE INCREASE!!!



Principal Basic Life & AD&D Renewal

CITY OF LITCHFIELD

BENEFIT & FINANCIAL REVIEW OF BASIC LIFE AND AD&D COVERAGE - CURRENT VS. RE

100% ER Paid Life & AD&D Coverage 100% Participation		PRINCIPAL CURRENT/RENEWAL 5/1/2026-4/30/2027
Class Description		All FT UNION Employees All FT NON UNION Employees
Class 1:		
Class 2:		
Employee Life/AD&D Benefit (Impute Amts. \$50k+)		
Class 1:	\$30,000	
Class 2:	\$15,000	
Guarantee Issue Amount		
Class 1:	\$30,000	
Class 2:	\$15,000	
Earnings/Salary Definition		
Class 1:	W2	
Class 2:	W2	
Age/Benefit Reduction Schedule		
Terminates at Retirement	35% @ 65, 15% @ 70	
Accelerated Death Benefit	Yes	
Waiver of Premium [Life Only]	Included	
Conversion [Life Only]	Included	
Portability	Included	
Monthly Rates		
Total Employees	62	62
Total Monthly Volume	\$1,218,750	\$1,218,750
Basic Life Rate per \$1,000	\$0.257	\$0.257
Basic AD&D Rate per \$1,000	\$0.036	\$0.036
Monthly Life and AD&D Total	\$357.09	\$357.09
Annual Life and AD&D Total	\$4,285	\$4,285
Annual \$ (%) Change from Current		\$0 (+0%)

**Principal Basic Life in
Rate Guarantee
NO RATE INCREASE!!!**

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Principal Voluntary Life & AD&D Renewal

CITY OF LITCHFIELD
BENEFIT & FINANCIAL REVIEW OF VOLUNTARY LIFE AND AD&D COVERAGE – CURRENT VS. RENEWAL OPTION



		PRINCIPAL CURRENT/RENEWAL 5/1/2026-4/30/2027
100% EE Paid		
Voluntary Life and AD&D Benefit		
Employee:		
Increments:		\$25,000
Maximum:		\$100,000
Guarantee Issue Amount:		\$100,000
Spouse:		
Increments:		\$5,000
Maximum:		\$10,000
Guarantee Issue Amount:		\$10,000
Child:		
Increments:		\$10,000
Maximum:		\$10,000
Guarantee Issue Amount:		\$10,000
Age Benefit Reduction Schedule		35% @ 65, 15% @ 70
Waiver of Premium		Included
Accelerated Death Benefit		Included
Annual Increase Benefit/Modified Open Enrollment		Included
Conversion		Included
Portability		Included
Participation Requirement		20% or 5 lives
Employee/Spouse Rates		Monthly Rates Per \$1,000
Age-Band	Lives	Volume
20 - 24	3	\$210,000
25 - 29	1	\$100,000
30 - 34	0	\$0
35 - 39	1	\$100,000
40 - 44	4	\$260,000
45 - 49	3	\$160,000
50 - 54	4	\$140,000
55 - 59	2	\$200,000
60 - 64	4	\$160,000
65 - 69	0	\$0
70 - 74	0	\$0
75-79	0	\$0
80±	0	\$0
	22	\$1,330,000
Do Life Rates Include AD&D?		NO
Child(ren) Life Rate		\$8,302
Rate Per Unit	Volume/Units	RENEWAL
	\$50,000	\$2.00
Annual Premium		\$120
COMBINED ANNUAL PREMIUM		RENEWAL
		\$8,422
		\$0 (+0%)

**Principal Voluntary Life in
Rate Guarantee
NO RATE INCREASE!!!**



Guardian Voluntary LTD Renewal

CITY OF LITCHFIELD

BENEFIT & FINANCIAL REVIEW OF VOLUNTARY LONG-TERM DISABILITY COVERAGE - CURRENT V:

GUARDIAN CURRENT/RENEWAL	
Voluntary 100% EE Paid - EE Receives TAX-FREE Benefit	5/1/2026-4/30/2027
Participation Requirement	Minimum of 2 enrolled
Elimination Period	90 Days
LTD Monthly Benefit	60% to \$3,000
Own Occupation Definition	24 Months
Maximum Benefit Duration	To Age 67/ADEA
Earnings/Salary Definition	W2
Partial/Residual Disability	Included
Social Security Integration	Direct Full Family
Pre-Existing Limitation	6/24
Drug/Alcohol and Mental Health Limitation	24 Months
Employee Monthly Rate Per \$100 CMP	
CURRENT	RENEWAL
\$0.390	\$0.390
\$0.430	\$0.430
\$0.500	\$0.500
\$0.760	\$0.760
\$1.200	\$1.200
\$2.130	\$2.130
\$3.130	\$3.130
\$3.570	\$3.570
\$2.460	\$2.460
\$2.460	\$2.460
\$2.460	\$2.460
\$2.460	\$2.460
\$167.78	\$167.78
\$2,013	\$2,013
	\$0 (+0%)

Guardian Voluntary LTD in Rate Guarantee
NO RATE INCREASE!!!

Age Band	Lives	Covered Monthly Payroll
Under 25	1	\$4,916
25 - 29	1	\$5,000
30 - 34	0	\$0
35 - 39	0	\$0
40 - 44	1	\$4,676
45 - 49	1	\$3,333
50 - 54	0	\$0
55 - 59	0	\$0
60 - 64	0	\$0
65 - 69	0	\$0
70 - 74	0	\$0
75 - 79	0	\$0
	4	\$17,925
Monthly LTD Total		
Annual LTD Total		
Annual \$ (%) Change from Current		



Decision Points and Next Steps



Decision Points

Prompts for City of Litchfield

Medical Coverage <ul style="list-style-type: none">• Evaluate potential carrier change to UHC• Confirm Contribution Strategy	Ancillary Coverage <ul style="list-style-type: none">• Slight increase to dental all other lines in Rate• Guarantee through 4/30/27.
Open Enrollment <ul style="list-style-type: none">• Employee Educational - Communication• In-Person Meetings?• Employee Navigator Portal	Questions??





Disclaimers and Disclosures

Carrier Change Considerations



PLAN DESIGN

When changing carriers/plans it is impossible to match all benefits. Carrier plan designs are "canned" products - meaning we do not have the ability to change provisions. As it is impossible to illustrate literally thousands of plan design components, our analysis illustrates the main provisions. Please know, there will always be enhancements and reductions in benefits. Please let us know if there is a particular benefit (outside of those illustrated) you would like us to verify before changing carriers/plans.

UNDERWRITING

Carriers have underwritten the rates for all those electing coverage. However, they still require the employer to complete a questionnaire, which could affect final rates. If anyone changes their election, the carriers reserve the right to re-underwrite. In addition, if an employer hires a new employee between the start of the enrollment process and the effective date, those individuals need to be underwritten too, which could possibly change the quoted rates.

NETWORKS

Network providers are different for each carrier. It is the employees' responsibility each time they receive care to verify provider status. You should review the carrier's network online prior to making a final decision.

DEDUCTIBLE CREDIT

Any deductible amounts already satisfied in the calendar year can be applied to the new deductible. However, if the new deductible is greater than the prior deductible, the difference will need to be satisfied.

MID-YEAR CREDIT

If you are keeping the same accumulator (CY or PY), some carriers provide credit for deductible and Out of Pocket amounts already satisfied during the calendar year. Some carriers do NOT. Please confirm for the carrier you are considering.

PRESCRIPTION DRUGS

Most Rx plans require "Step Therapy" and "Prior Authorization" on various prescriptions. It can be different for each carrier and may need to be re-satisfied with the new carrier. Each carrier may include different drugs in the various RX tiers as well as have different drug limitations. We urge clients to check the online prescription drug listing from the prospective carrier prior to a final decision.

HEALTH SAVINGS ACCOUNT ELIGIBILITY

If you are offering a qualified High Deductible plan, your employees may be eligible for a Health Saving Account. However, many other factors influence H.S.A. eligibility such as Flexible Spending Accounts and other insurance coverages. Please make sure you thoroughly explore the H.S.A prior to making your final decision. (Some HSA plans have Non-Embedded deductibles. Please consider this prior to making your final decision.)

CANCELLATION NOTICE

Carriers require a cancellation notice to be submitted up to 30 days prior to cancellation date. Claims/prescriptions paid after the cancellation date will be billed to the employer for reimbursement.



A.M. Best Rating

A.M. Best Rating		Description	A.M. Best Opinion
Secure	A++, A+	Superior	Superior ability to meet their ongoing insurance obligations
	A, A-	Excellent	Excellent ability to meet their ongoing insurance obligations
	B++, B+	Good	Good ability to meet their ongoing insurance obligations
	B, B-	Fair	Fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Vulnerable	C++, C+	Marginal	Marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Weak ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

Not Rated NR Not Rates
 NR-1 - Insufficient Data; NR-2 - Insufficient Size and/or Operating Experience; NR-3 - Rating Procedure Inapplicable; NR-4 - Company Request; NR-5 - Not Formally Followed

Financial Size Category (FSC) - Assigned by A.M. Best, the FSC is based on adjusted policyholders' surplus (PHS) and is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want to consider buying insurance from companies that they believe have sufficient financial capacity to provide the necessary policy limit to insure their risk. Although companies utilize reinsurance to reduce their retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity.

AM Best FSC	Adjusted PHS (5 millions)	AM Best FSC	Adjusted PHS (5 millions)	AM Best FSC	Adjusted PHS (5 millions)
FSC I	Less than 1	FSC VI	25 to 50	FSC XI	750 to 1,000
FSC II	1 to 2	FSC VII	50 to 100	FSC XII	1,000 to 1,250
FSC III	1 to 5	FSC VIII	100 to 200	FSC XIII	1,250 to 1,500
FSC IV	5 to 10	FSC IX	250 to 500	FSC XIV	1,500 to 2,000
FSC V	10 to 25	FSC X	500 to 750	FSC XV	2,000 or greater

A.M. Best Rating Below Standard
 As part of our proposal, we have included a quotation for coverage through a carrier who does not meet our carrier financial standard (A.M. Best rating of A- or higher). Either this was the only company we could find willing to provide a quotation, or we may have provided you with an alternative quote (at a higher premium). We have provided you with A.M. Best rating definitions so you can make informed decisions when placing your insurance coverage. Your choice of carrier should be made by weighing the pluses and minuses of pricing, service, and carrier financial condition. We will provide any additional available information you may request to assist you in this decision. Please let us know if you have questions.

Non-Rated Carrier
 This carrier is not rated by the A.M. Best Company because it does not meet Best's minimum standard for rating, or has chosen not to participate in the A.M. Best rating process. Accordingly, you should be aware that we are unable to adequately evaluate this insurance company under our carrier financial standard (A.M. Best A, or higher). An alternate quotation through an A.M. Best rated carrier may have been provided. Your choice of carrier should be made by weighing the positive and negative of pricing, service, and carrier financial condition.

We will provide any additional available information you may request to assist you in this decision. Please let us know if you have questions.



General Disclaimers

Coverage Disclaimer

This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal is not a contract and offers no contractual obligation on behalf of GBS. Policy forms for your reference will be made available upon request.

Renewal / Financial Disclaimer

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

Legal

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

Thank You!

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City of Litchfield
City Council
March 19, 2026

Agenda Item: A motion to approve a resolution approving and authorizing a demolition agreement for the demolition of a structure located at 115 East South Street. PIN #15-04-134-006

A motion to approve a resolution approving and authorizing a demolition agreement for the demolition of a structure located at 1221 North Van Buren. PIN# 10-33-186-007

Background: The City of Litchfield has been awarded \$258,000 in IHDA Strong Communities funds to be used for residential demolitions. The program allows for owners of a property to consent to demolition of the residence rather than the City pursuing a demolition order through the Court system.

The property owners for the above property have consented in writing to having the structures on their properties demolished.

Financial Impact: The Strong Communities Grant program will reimburse the City for asbestos abatement and demolition costs.

Recommendation: The Building & Zoning Department recommends the above motions.

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING DEMOLITION AGREEMENT
WITH Marva L Uchtman FOR THE DEMOLITION OF 115 E South St, 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, Section 11-31-1 of the Illinois Municipal Code, 65 ILCS 11-31-1, grants the authority for a municipality to cause the demolition, repair, or enclosure of structures within its corporate boundaries which have been deemed dangerous and unsafe; and

WHEREAS, **Marva L Uchtman** (“Owner”) is the owner of the property commonly known as 1224 S Franklin St, Litchfield, Illinois and the structure(s) located thereon (“Building”); and

WHEREAS, City's Chief Building Official has determined that the Building is currently uninhabitable due to various violations of the City's Municipal Code ("City Code") and has deemed it dangerous, unsafe, and beyond reasonable repair; and

WHEREAS, City has confirmed that the Building is not currently occupied by any mortgagor or lawful occupant as a principal residence; and

WHEREAS, City has determined that the Building is eligible for demolition under the City's Strong Communities Program grant funding; and

WHEREAS, Owner has submitted an agreement authorizing and consenting to City demolishing the Building (“**Uchtman Agreement**,” attached hereto as **Exhibit A**); and

WHEREAS, City has determined that the proposed **Uchtman Agreement** enables City and Owner to fully compromise their dispute regarding the Building, demolish the Building, and avoid the time and expenses attendant to litigation thereon.

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the **Uchtman Agreement (Exhibit A)**, enabling it to cause the demolition of the Building located at 115 E South St; and

WHEREAS, City finds that the Mayor should be authorized and directed, on behalf of City, to execute and date the **Uchtman Agreement**, and any other documents necessary to give effect to the **Uchtman Agreement (Exhibit A)**, or any other documents related to the demolition of the Building.

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 **Uchtman** Agreement (**Exhibit A**) is approved.

Section 3. The Mayor is authorized and directed, on behalf of the City, to execute and date the **Uchtman** Agreement, or any other documents necessary to give effect to the **Uchtman** Agreement, or any other documents related to the demolition of the Building located at 1224 S Franklin St (**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, 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

AGREEMENT AND CONSENT TO DEMOLISH
(115 E South St, Litchfield, Illinois 62056)

This Agreement is entered into on the 15 day of FEBRUARY, 202~~8~~²⁰²⁶ ("Effective Date"), by and between the City of Litchfield, an Illinois municipal corporation (the "City"), Marva L Uchtman (the "Owner"), who are collectively referred to as the "Parties." The Parties stipulate and agree as follows:

RECITALS

WHEREAS, Owner holds fee simple title to certain real property located within Montgomery County, Illinois, being PPN: # 15-04-134-006 commonly known as 115 E South St, Litchfield, Illinois 62056 (the "Property"); and

WHEREAS, the Property has a residential building thereon that is less than three (3) stories in height as defined by the City's building code and less than six (6) residential units (the "Building"); and

WHEREAS, the City's Chief Building Official has determined that the Building is open and vacant and an immediate and continuing hazard to the community; and

WHEREAS, the City's Chief Building Official has determined that the Building is currently uninhabitable due to various violations of the City's Municipal Code (the "Code"); and

WHEREAS, the Building is not currently occupied by any mortgagor or lawful occupant as a principal residence; and

WHEREAS, the Building is beyond reasonable repair because the cost of repairs to remedy the existing Code violations exceeds the Property's "as is" value; and

WHEREAS, the City has determined that the Building may be eligible for demolition, rehabilitation and other activities under the City's Strong Communities Program grant funding (the "Program"); and

WHEREAS, the City must incur the costs of the Building's demolition to be eligible for the Program; and

WHEREAS, the Parties agree that the City shall be allowed and authorized to demolish the Building pursuant to the provisions of this Agreement; and

WHEREAS, the Parties made and entered into this Agreement to fully compromise their dispute regarding the Property, demolish the Building, and avoid the time and expenses attendant to litigation thereon.

NOW, THEREFORE, in consideration of the Parties' mutual promises, the Parties agree as follows:

AGREEMENT

1. *Recitals.* The recitals are true, correct, material, adopted, and incorporated by reference as Section 1 to this Agreement.

2. *Consent to Demolition of the Building.* Within 180 days of the Effective Date, the City shall cause the Building's demolition, the remediation of environmental hazards, and the removal of the garbage, debris and other hazardous materials from the Building and the Property in accordance with the Demolition Bids, the Code, and applicable law including, but not limited to, 65 ILCS 5/11-31-1. City and its officers, employees, attorneys, agents, and contractors shall have full and continuing access to the Property, upon reasonable notice to Owner, and shall also have the right to enter upon the Property at any time related to the Building's demolition including, but not limited to, inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests, demolition or remediation of immediate and continuing hazards, and such other work as City shall consider appropriate (the "Inspections"). City shall have the right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate. City shall hold Owner harmless and fully defend and indemnify Owner against any damage, claim, liability or cause of action arising from or caused by the Inspections and the actions or omissions of City, its agents, or representatives. Owner shall cooperate with City with respect to the Inspections including, but not limited to, the execution of any documents reasonably necessary for the Inspections and refraining from taking any action to contest the demolition. City shall be responsible for all costs and expenses relating to the Inspections; provided, however, that such costs and expenses may be included in the Demolition Lien or reimbursed by the Program. Within 180 days after the City's demolition of the Building, City may file a notice of lien against the Property pursuant to 65 ILCS 5/11-31-1(e) for any costs associated with the demolition which were not reimbursed by the Program.

3. *Release and Indemnification.* To the greatest extent allowed by Illinois law, except for an action to enforce this Agreement as provided by Section 8 of this Agreement, the Parties agree to waive, release, discharge, defend, and indemnify from all causes of actions, claims, costs, damages, expenses, fines, liabilities, and attorney's fees that they had or may have against each other and their respective officers, agents, and employees which arise out of, relate to, or result from the Building's demolition and this Agreement. Notwithstanding the foregoing to the contrary and the contractual basis of this Agreement, the Parties shall be entitled to claim any defenses and immunities provided by law including, but not limited to, the Local Government and Government Employee Tort Immunity Act (745 ILCS 10/1, *et. seq.*).

4. *Payment of Ineligible Program Expenses.* If the City's expenses relating to the Building's demolition are determined to be ineligible for reimbursement by the Program, then within 30 days of the City's written notice, Owner shall give the City written notice of Owner's election to either: (1) pay 100% of the City's expenses relating to the Building's demolition within 60 days of the City's initial notice; or (2) execute a deed in lieu of foreclosure conveying the Property to the City in lieu of the City foreclosing on a demolition lien filed against the Property within 60 days of the City's initial notice with the closing to take place at a time and location agreed to in writing by the Parties in Montgomery County, Illinois.

5. *Remedies.* If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be specific performance. If the non-

defaulting Party is the prevailing party in any action for specific performance of this Agreement, then said Party shall also be entitled to an award of attorney's fees and costs from the other Party.

6. *Time is of the Essence.* Time is of the essence of this Agreement.

7. *Successors and Assigns.* This Agreement shall be binding on the heirs, administrators, executors, and assigns of the Parties.

8. *Venue and Choice of Law.* This Agreement shall be construed under the laws of the State of Illinois. The sole venue for an action to enforce this Agreement shall be in the Circuit Court of Montgomery County, Illinois.

9. *Attorney Review.* The Parties' execution of this Agreement shall constitute acknowledgement by the Parties that they had the opportunity to retain and consult with legal counsel regarding the Agreement. The terms of the Agreement shall not be construed against any Party because that Party drafted the Agreement.

10. *Entire Agreement.* This Agreement contains the entire agreement between the Parties. This Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the Parties and duly authorized in the manner provided by law.

11. *Notices.* All written notices required by this Agreement shall be delivered by electronic mail or regular mail to the following addresses:

If to the City:

City of Litchfield
Attn: City Administrator
120 E. Ryder St.
Litchfield, IL 62056

If to the Owner:

Marva L Uchtman
1213 Bank St
Keokuk, IA 52632

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

and at no cost to Marda UCHTMAN

CITY OF LITCHFIELD, ILLINOIS:

OWNER:

Mayor

Date

Marda Uchtmann
Marva L Uchtmann

2-15-26
Date

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING DEMOLITION AGREEMENT
WITH Joe Wood FOR THE DEMOLITION OF 1221 N Van Buren, 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, Section 11-31-1 of the Illinois Municipal Code, 65 ILCS 11-31-1, grants the authority for a municipality to cause the demolition, repair, or enclosure of structures within its corporate boundaries which have been deemed dangerous and unsafe; and

WHEREAS, Joe Wood ("Owner") is the owner of the property commonly known as 1221 N Van Buren St, Litchfield, Illinois and the structure(s) located thereon ("Building"); and

WHEREAS, City's Chief Building Official has determined that the Building is currently uninhabitable due to various violations of the City's Municipal Code ("City Code") and has deemed it dangerous, unsafe, and beyond reasonable repair; and

WHEREAS, City has confirmed that the Building is not currently occupied by any mortgagor or lawful occupant as a principal residence; and

WHEREAS, City has determined that the Building is eligible for demolition under the City's Strong Communities Program grant funding; and

WHEREAS, Owner has submitted an agreement authorizing and consenting to City demolishing the Building ("**Wood Agreement**," attached hereto as **Exhibit A**); and

WHEREAS, City has determined that the proposed **Wood Agreement** enables City and Owner to fully compromise their dispute regarding the Building, demolish the Building, and avoid the time and expenses attendant to litigation thereon.

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the **Wood Agreement (Exhibit A)**, enabling it to cause the demolition of the Building located at **1221 N Van Buren St**; and

WHEREAS, City finds that the Mayor should be authorized and directed, on behalf of City, to execute and date the **Wood Agreement**, and any other documents necessary to give effect to the **Wood Agreement (Exhibit A)**, or any other documents related to the demolition of the Building.

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 **Wood** Agreement (**Exhibit A**) is approved.

Section 3. The Mayor is authorized and directed, on behalf of the City, to execute and date the **Wood** Agreement, or any other documents necessary to give effect to the **Wood** Agreement, or any other documents related to the demolition of the Building located at **1221 N Van Buren, Litchfield IL 62056**

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

AGREEMENT AND CONSENT TO DEMOLISH
(1221 N. Van Buren, Litchfield, Illinois 62056)

This Agreement is entered into on the ___ day of _____, 2025 ("Effective Date"), by and between the City of Litchfield, an Illinois municipal corporation (the "City"), Joe Wood (the "Owner"), who are collectively referred to as the "Parties." The Parties stipulate and agree as follows:

RECITALS

WHEREAS, Owner holds fee simple title to certain real property located within Montgomery County, Illinois, being PPN: # 10-33-186-007 commonly known as 1221 N Van Buren St., Litchfield, Illinois 62056 (the "Property"); and

WHEREAS, the Property has a residential building thereon that is less than three (3) stories in height as defined by the City's building code and less than six (6) residential units (the "Building"); and

WHEREAS, the City's Chief Building Official has determined that the Building is open and vacant and an immediate and continuing hazard to the community; and

WHEREAS, the City's Chief Building Official has determined that the Building is currently uninhabitable due to various violations of the City's Municipal Code (the "Code"); and

WHEREAS, the Building is not currently occupied by any mortgagor or lawful occupant as a principal residence; and

WHEREAS, the Building is beyond reasonable repair because the cost of repairs to remedy the existing Code violations exceeds the Property's "as is" value; and

WHEREAS, the City has determined that the Building may be eligible for demolition, rehabilitation and other activities under the City's Strong Communities Program grant funding (the "Program"); and

WHEREAS, the City must incur the costs of the Building's demolition to be eligible for the Program; and

WHEREAS, the Parties agree that the City shall be allowed and authorized to demolish the Building pursuant to the provisions of this Agreement; and

WHEREAS, the Parties made and entered into this Agreement to fully compromise their dispute regarding the Property, demolish the Building, and avoid the time and expenses attendant to litigation thereon.

NOW, THEREFORE, in consideration of the Parties' mutual promises, the Parties agree as follows:

AGREEMENT

1. *Recitals.* The recitals are true, correct, material, adopted, and incorporated by reference as Section I to this Agreement.

2. *Consent to Demolition of the Building.* Within 180 days of the Effective Date, the City shall cause the Building's demolition, the remediation of environmental hazards, and the removal of the garbage, debris and other hazardous materials from the Building and the Property in accordance with the Demolition Bids, the Code, and applicable law including, but not limited to, 65 ILCS 5/11-31-1. City and its officers, employees, attorneys, agents, and contractors shall have full and continuing access to the Property, upon reasonable notice to Owner, and shall also have the right to enter upon the Property at any time related to the Building's demolition including, but not limited to, inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests, demolition or remediation of immediate and continuing hazards, and such other work as City shall consider appropriate (the "Inspections"). City shall have the right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate. City shall hold Owner harmless and fully defend and indemnify Owner against any damage, claim, liability or cause of action arising from or caused by the Inspections and the actions or omissions of City, its agents, or representatives. Owner shall cooperate with City with respect to the Inspections including, but not limited to, the execution of any documents reasonably necessary for the Inspections and refraining from taking any action to contest the demolition. City shall be responsible for all costs and expenses relating to the Inspections; provided, however, that such costs and expenses may be included in the Demolition Lien or reimbursed by the Program. Within 180 days after the City's demolition of the Building, City may file a notice of lien against the Property pursuant to 65 ILCS 5/11-31-1(e) for any costs associated with the demolition which were not reimbursed by the Program.

3. *Release and Indemnification.* To the greatest extent allowed by Illinois law, except for an action to enforce this Agreement as provided by Section 8 of this Agreement, the Parties agree to waive, release, discharge, defend, and indemnify from all causes of actions, claims, costs, damages, expenses, fines, liabilities, and attorney's fees that they had or may have against each other and their respective officers, agents, and employees which arise out of, relate to, or result from the Building's demolition and this Agreement. Notwithstanding the foregoing to the contrary and the contractual basis of this Agreement, the Parties shall be entitled to claim any defenses and immunities provided by law including, but not limited to, the Local Government and Government Employee Tort Immunity Act (745 ILCS 10/1, *et. seq.*).

4. *Payment of Ineligible Program Expenses.* If the City's expenses relating to the Building's demolition are determined to be ineligible for reimbursement by the Program, then within 30 days of the City's written notice, Owner shall give the City written notice of Owner's election to either: (1) pay 100% of the City's expenses relating to the Building's demolition within 60 days of the City's initial notice; or (2) execute a deed in lieu of foreclosure conveying the Property to the City in lieu of the City foreclosing on a demolition lien filed against the Property within 60 days of the City's initial notice with the closing to take place at a time and location agreed to in writing by the Parties in Montgomery County, Illinois.

5. *Remedies.* If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be specific performance. If the non-

defaulting Party is the prevailing party in any action for specific performance of this Agreement, then said Party shall also be entitled to an award of attorney's fees and costs from the other Party.

6. *Time is of the Essence.* Time is of the essence of this Agreement.

7. *Successors and Assigns.* This Agreement shall be binding on the heirs, administrators, executors, and assigns of the Parties.

8. *Venue and Choice of Law.* This Agreement shall be construed under the laws of the State of Illinois. The sole venue for an action to enforce this Agreement shall be in the Circuit Court of Montgomery County, Illinois.

9. *Attorney Review.* The Parties' execution of this Agreement shall constitute acknowledgement by the Parties that they had the opportunity to retain and consult with legal counsel regarding the Agreement. The terms of the Agreement shall not be construed against any Party because that Party drafted the Agreement.

10. *Entire Agreement.* This Agreement contains the entire agreement between the Parties. This Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the Parties and duly authorized in the manner provided by law.

11. *Notices.* All written notices required by this Agreement shall be delivered by electronic mail or regular mail to the following addresses:

If to the City:

City of Litchfield
Attn: City Administrator
120 E. Ryder St.
Litchfield, IL 62056

If to the Owner:

Joe Wood
c/o 1221 N Van Buren LLC
9421 Banbridge CT
Orland Park, IL 60462

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

CITY OF LITCHFIELD, ILLINOIS:

Mayor

Date

OWNER:


Joe Wood

Date

2/25/20

City of Litchfield
City Council
March 19, 2026

Agenda Item: A motion to approve a Resolution making separate statements of findings of fact in connection with an ordinance granting a special use permit for a short-term rental property in the S-1 single-family residential district located at 508 E. Water Street.

An ordinance granting a special use permit for a short-term rental in the S-1 single-family zoning district located at 508 E. Water Street.

A motion to approve a “Special Use Permit” to allow for a Short-term rental property in a residential district, located at 508 E. Water St. pin 15-04-401-029.

Background: Short-term rentals are considered special use within the S-1 Zoning District, meaning that a special use permit must be granted in order for them to be allowed. The applicant has complied with all application requirements.

Budget Impact: The short-term rental will generate hotel tax.

Recommendation: The Planning & Zoning Board recommends approval of the above.

RESOLUTION NO. _____

**RESOLUTION MAKING SEPARATE STATEMENT OF FINDINGS OF FACT
IN CONNECTION WITH ORDINANCE GRANTING SPECIAL USE PERMIT FOR AN
SHORT-TERM RENTAL IN THE S-1 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, Sandra Adams, (“Applicant”) has filed a Petition for a Special Use Permit to allow for a short-term rental the S-1 “Residential” City Zoning District, located at 508 E. Water Street PPN# 15-04-401-029; 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.

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 March 9, 2026, 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-1 “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-1 “RESIDENTIAL” ZONING DISTRICT LOCATED AT 508 E. WATER STREET, LITCHFIELD, ILLINOIS, PPN# 15-04-401-029

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. Sandra Adams (“Applicant”), is granted a Special Use Permit for a recreational use, specifically a short-term rental, in the S-1 “Residential” City Zoning District, located at 508 E. Water Street, PPN# 15-04-401-029.

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

pal. cash
RS. 2/7/26

City of Litchfield, IL.

SPECIAL USE PERMIT APPLICATION

Litchfield Planning and Zoning Board
120 East Ryder
Litchfield, Illinois 62056

Name and Address of Applicant: Sandra Lynn Adams
508 E Water St
LITCHFIELD IL 62056
Phone 217-313-1837 Email FIDRISTsandy002@AOL.COM

Name and address of owners of real estate referred to in the application if other than applicant named above:

Check here if joint tenancy

Name and address owners of property:

If applicant or owner is incorporated, check here and attach a list of the names and address of officers, directors and holders of stock or shares in excess of 20%.

Business applicant, check here and attach true and actual name and address of owner.

Partnership, voluntary association syndicate—check here and attach list of names and address of all owners.

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.

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

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

Name _____ Phone _____
Address _____ City _____ Zip _____
E-Mail _____

List the number of the ordinance, particular section of the ordinance etc., which allows your request _____

Legal address and postal address of the real estate are named in the application for a special use permit.

508 E Water St. _____
Litchfield IL. 62556 _____

Has this matter been presented to the Planning and Zoning Board before?

Yes _____ No X _____

If yes, what were the results?

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 and Zoning Board?

Yes _____ No X _____

If yes, please explain _____

Reason for request giving proposed use of property if special use permit is granted.

Air BNB _____

Person or persons to occupy property under proposed use, and relationship owner:

Is mobile home or other existing structure involved in request? Yes _____ No X _____

If yes, mobile home or structure must be inspected by the Building Inspector.

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 is new construction, has the Building Inspector of the City of Litchfield been issued copies of the planned construction? Yes _____ No _____

If no, please explain:

An inspection by the City Building Inspector of the property named in the application will be required.

Inspection completed by: Gary Baker

Findings of Building Inspector: Passed

The real estate named in the application for special use permit must be properly posted according to Ordinance of the City of Litchfield.

Real estate must be posted; public notice must be published for minimum of one time, not more than (30) days nor less than (15) days prior to the public hearing of the Planning Commission. Petitioners 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 special use permit is being requested.

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, and Montgomery County, Illinois.

Petitioners may want to prepare maps, drawings, and plans or use photographs in presenting the application to the Planning Commission. If and when "Special Use" is accepted by City Council Petitioners' Attorney shall provide new ordinance.

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.

"I have no objections to the City of Litchfield grant a special use permit as requested above."

Kristin J. Robinson

(Additional pages of listed signatures may be attached)

I solemnly promise that all of the above is true to the best of my knowledge.

Santha Adams February 3, 2026

Signature of Petition/Petitioners Date

**Submit application to:
Building & Zoning Department
City of Litchfield
120 E. Ryder Street
Litchfield, Illinois 62056**

Applications shall be reviewed for completeness and accuracy prior to setting the public hearing date. The applicant or designated person(s) will be notified of the public hearing date. Incomplete applications will be returned

For Official Use Only

Date application received at Building & Zoning Department 2/4/26
Date returned for more information (if applicable) _____
Date resubmitted application was received _____
Date application accepted as properly filed _____
Date acceptance letter was sent to applicant _____
Date text of required public hearing notice sent to applicant 2/17/26
Date(s) published 2/17/26
Where published Journal
Date notices sent 2/17/26
Public Hearing date 3/9/26
Results of Public Hearing Passed

City of Litchfield, Illinois

Phone (217) 324-8140

120 East Ryder
www.cityoflitchfieldil.com

(217) 324-8177

Meeting Date: March 9, 2026
From: Building and Zoning
Special Use Permit: Special Use permit to allow a Short-term rental in a residential district
Location: 508 E. Water St.
Request from: Sandra Adams

Proposal Summary:

Sandra Adam is requesting a Special Use Permit for a Short-term rental in a residential district for her property at 508 E. Water St. She has cooperated fully with the Zoning and Building Department with fees, notices and inspections and all other requirements. The Planning and Zoning Board will be asked to approve/deny recommending to City Council a Special Use Permit for a Short-term rental in a residential district located at 508 E. Water St.

Comprehensive Plan Consideration:

The subject property is in a residential neighborhood. Short-term rentals are allowed in residential districts by Special Use permit, which makes it a case-by-case issue. Comprehensive plan objective 4.4 is to expand development of tourism attractions and supporting facilities. Short-term rentals provide another alternative to a motel room or campground. If operated and regulated properly short-term rentals can be an advantage to the city.

Surrounding Uses:

Direction	Land Use	Zoning
North	Residential	S-1
South	Residential	S-1
East	Residential/Mobile home	S-1/MH
West	Residential	S-1

Factors Considered for Special Use Permits:

Below are five items listed in Section 150.164 of the Zoning Code which the Planning and Zoning Board shall consider while reviewing a SUP request.

- a) Whether the proposed design, location, and manner of operation of the proposed special use is protective of the public health, safety, and welfare. **Staff comments in red**

The proposed facility, if operated properly, should be able to provide protection of public health, safety and welfare.

City of Litchfield, Illinois

Phone (217) 324-8140

120 East Ryder
www.cityoflitchfieldil.com

(217) 324-8177

- b) The effect the proposal would have on the value of neighboring property;

Short-term rentals have a standard to keep if under the umbrella of most short-term rental organizations. A bad review would be detrimental for the owners, therefore maintaining a clean and organized facility would be in the owners and neighbor's favor.

- c) The effect the proposal would have on this municipality's overall tax base;

The city does realize some extra tax base from short-term rentals.

- d) The effect the proposal would have on public utilities and on traffic circulation on nearby streets; and

Traffic circulation should not be any different than a regular household. No effect on utilities.

- e) Whether there are any facilities nearby that require special protection.

No need for special protection currently.

Standards for Recommendation & Decision on Special Use Permits

As outlined in Section 150.165, Planning and Zoning Board may make a recommendation of approval, and recommend conditions as may be reasonably necessary to meet the standards of this chapter, on a special use permit without further public hearing by simple majority vote, provided that such special use, as conditioned, is:

- (1) Protective of public health, safety, and welfare.

Answered above (a)

- (2) In keeping with the general purposes of this chapter.

This would not be much of a deviation from the original zoning of S-1 Residential

- (3) Consistent with the characteristics of the general nature of the area in which the special use is to be located.

If operated properly the short-term rental should not impact the general nature of the area.

City of Litchfield, Illinois

Phone (217) 324-8140

120 East Ryder
www.cityoflitchfieldil.com

(217) 324-8177

Arial view:

City of Litchfield
City Council
March 9, 2026

Agenda Item: A motion to approve a resolution approving a large-scale development plan for 414 N. Old Route 66.

Background: Casey's Retail Company plans to develop a Casey's gas station and convenience store at 414 N. Old Route 66. A large scale development plan (site plan) must be approved before they can apply for construction permits.

A staff report is attached.

Budget Impact: N/A

Recommendation: The Planning & Zoning Board recommends approval of a resolution approving a large-scale development plan for 414 N. Old Route 66.

RESOLUTION NO. _____

**RESOLUTION APPROVING SITE PLAN FOR LARGE-SCALE DEVELOPMENT BY
CASEY’S RETAIL COMPANY AT 414 NORTH OLD ROUTE 66 IN LITCHFIELD,
MONTGOMERY COUNTY, ILLINOIS**

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, Casey’s Retail Company (“Casey’s”), through its engineer Kimley-Horn and Associates, has submitted a large-scale development plan for a large-scale development of a Casey’s gas station at 414 North Old Route 66, Litchfield, Montgomery County, Illinois, in accordance with Chapter 154 of the City Code of Ordinances (see “Casey’s Site Plan,” attached hereto as **Exhibit A**); and

WHEREAS, the City’s Planning & Zoning Board met at a properly noticed meeting on March 9, 2026, and reviewed the Casey’s Site Plan; and

WHEREAS, at the March 9th Planning & Zoning Board meeting, the Board considered the Casey’s Site Plan; and

WHEREAS, after consideration and discussion, the Planning & Zoning Board voted unanimously to recommend approval of the Casey’s Site Plan (**Exhibit B**); and

WHEREAS, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to approve the Casey’s Site Plan (**Exhibits A and B**); 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 approve the Casey’s Site Plan.

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. After appropriate review and discussion, the Casey’s Site Plan (**Exhibit A**) is approved.

Section 3. 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:
NAYS:

APPROVED:

Jacob Fleming
Mayor
City of Litchfield
Montgomery County, Illinois

ATTEST:

Vickie Throne
City Clerk
City of Litchfield
Montgomery County, Illinois

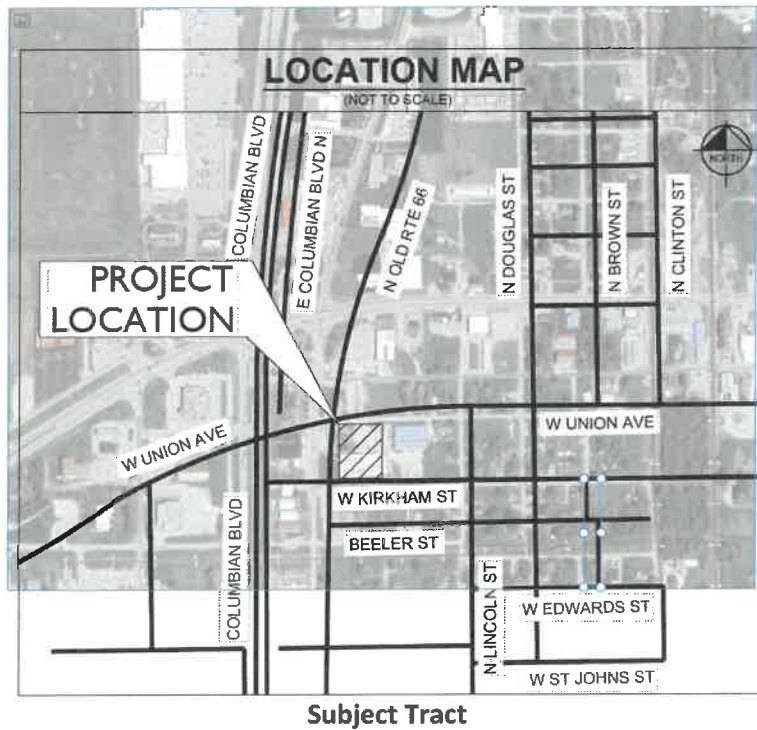
Planning and Zoning Board Staff Report

Agenda Item: Site Plan Review for a Casey's - Convenience Store
Meeting Date: March 9, 2026
From: Scott Hanson, AICP – CMT Engineers and Consultants
Site Location: SE corner of W. Union and Old Route 66 (414 N. Old Route 66)

Proposal Summary

The applicant is "Casey's Retail Company," a company with headquarters at 3305 SE Delaware Avenue, Ankeny, IA. Project design is by Kimley-Horn and Associates (570 Lake Cook Road, STE 200, Deerfield, IL 60015) Current property owner according to the Montgomery County Assessor's website is MHF PROPERTIES LLC which has a mailing address of 120 S INDUSTRIAL DR, LITCHFIELD IL 62056.

The property is currently addressed as 414 N Old Route (PID 10-32-456-019). Sale of property is understood to be pending.



The applicant is requesting a Site Plan Review per the provisions of CHAPTER 154. - SUBDIVISION AND LARGE SCALE DEVELOPMENT REGULATIONS of the Land Usage Code. In order for the applicant to obtain a building permit, the Site Plan must be reviewed and approved by the Planning Commission and City Council.

Site Plan Review Considerations

While Chapter 154 does not provide specific criteria for the Plan Commission to use in determining whether a Site Plan for a Large Scale Development should be approved, the following criteria are provided as part of "best practices" for the Commission's benefit:

- (1) The extent to which the proposal conforms to the City's Zoning Code and Comprehensive Plan.

While the 2008 Comprehensive Plan does not specifically address the Union Street corridor, the re-purposing of the subject tract as a fuel station/ convenience store is consistent with the general character of

the lots zoned General Commercial (C-2) along this street frontage. The proposed building will meet all Zoning Code requirements. No staff concerns.

(2) The extent to which the development would be compatible with the surrounding area;

This portion of the W. Union Street roadway corridor is largely commercial in character, with property having frontage along this street being zoned C-2 (Central Business District) from Corvette Drive on the west to Harrison Street on the east. A convenience store use such as proposed on this site plan is permitted and appropriate at this location.

(3) The extent to which the proposal conforms to the provisions of the city's land development code;

The subject tract is a C-2 zoned lot. The proposed building meets all C-2 Zoning District requirements. No staff concerns.

(4) The extent to which the proposal conforms to customary engineering standards used in the city; and

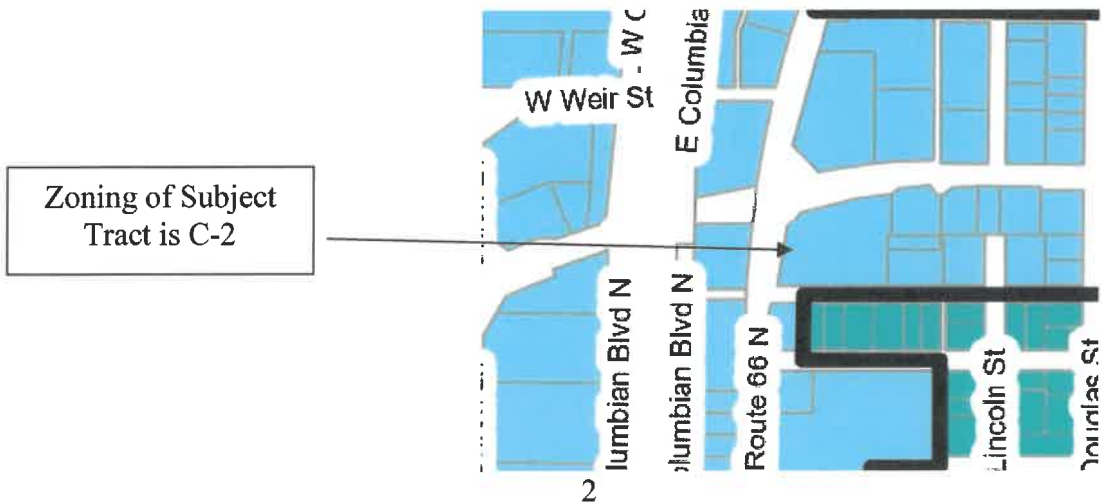
Staff have no concerns about this proposal with regard to these standards.

(5) The extent to which the location of streets, paths, walkways, and driveways are located so as to enhance the safety and minimize any adverse traffic impact on the surrounding area

The subject tract is located at the intersection of W. Union and Old Route 66. While full turn access will be allowed to and from the site onto these adjacent streets, the traffic situation is supported by a signalized intersection at W. Union and Old Route. Internal to the site, the applicant has adequately addressed pedestrian access concerns by providing sidewalks around the building and along Old Route 66 and W. Unions Street. This sidewalk connects to other sidewalks in the vicinity, including the one that runs along the south side of W Union Street.

Land Use and Zoning of Surrounding Properties

Direction	Land Use	Zoning
North	W Union ROW	"C-2" General Commercial District
South	Litchfield RT 66 Museum	"S-1" Single Family Residential District
East	Auto parts store	"C-2" General Commercial District
West	Ariston Café Restaurant	"C-2" General Commercial District



Site Plan Considerations

(1) Parking under the fuel canopy

The applicant is seeking site plan approval to count the “parking” under the gas island canopies as part of the required 18 parking spaces for this use (at a rate of 1 space per 250 sq ft). If these spaces are allowed to be counted, the site plan meets the city’s parking requirements. While the City should remain consistent with past practices, it is also in the City’s and applicant’s best interests to not “over-park” the site.

(2) Landscape plans, meeting the requirements of the city's landscape ordinance.

The City’s code (per Sec. 151.038. - Commercial and multiple-family buildings; landscaping plans) says “The plans ... shall provide for a minimum of 20% of the gross off-street parking and vehicular use areas to be landscaped, it being the intent of the city that the implementation of the plan will protect and preserve the appearance, character, and value of surrounding properties.”

Assuming that “landscaping” means pervious area” such as grass, the site meets the city’s landscape requirements; 24% of the site has a water-pervious condition.

Staff Recommendation

Staff recommends approval of the Site Plan.

Further, staff has no objection to the applicant’s request to count automobile spaces adjacent to fuel pumps as “parking spaces” to meet the off-street parking minimum for the site.

City of Litchfield, IL.

Large Scale Development Application

120 East Ryder
Litchfield, IL. 62056

Name of Property Owner: Casey's Retail Company

Address: 3305 SE Delaware Ave Ankeny, IA 50021

Phone: 515-381-5518 Email: Aaron.Wolfe@caseys.com

Name of Designer or Engineer: Ian Spence, P.E. (Kimley-Horn and Associates, Inc.)

Address: 570 Lake Cook Rd, Suite 200, Deerfield, IL 60015

Phone: 630-447-4255 Email: Ian.Spence@kimley-horn.com

LARGE SCALE DEVELOPMENT. (PROCEDURES)

(A) A site development plan for a project which meets the definition of a large scale development shall be submitted to the City Administrator for review by the city's Planning Commission and City Council. The applicant shall submit a total of 20 copies of the site development plan containing the information required per a minimum of 14 calendar days in advance of the regularly scheduled meeting of the Planning Commission. A certified check or money order, payable to the city, to cover the cost of checking and verifying the Large Scale Development, in the amount of \$200 shall be given to the City Clerk.

(B) The Litchfield Planning Commission shall review the site development plan and make recommendation for approval or denial of the site development plan to the City Council, based on the requirements contained in City ordinance. The City Council shall review the site development plan at its next regularly scheduled meeting and either approve or deny the site development plan based on the requirements contained in City ordinance.

(C) Upon approval of the site development plan, the developer shall submit four copies of the detailed construction plans for the proposed large scale development to the city for review and approval by the appropriate city staff and City Engineer or duly authorized representative.

(D) No building permits shall be issued until:

- (1) The site development plan has been approved by the City Council;
- (2) The construction plans have been approved by the appropriate city staff and City Engineer;
- (3) Rights-of-way have been dedicated and recorded for existing and proposed public roadways, if any; and
- (4) The bonding of any public improvements has been submitted and approved.

Owners signature: _____ Date: _____

Agents signature: Aaron Wolfe Date: 3-3-26

Fee Paid (\$200.00) Date: _____

City of Litchfield, IL.

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Owners signature:  Date: 3-3-26

Agents signature: _____ Date: _____

Fee Paid (\$200.00) Date: _____

City of Litchfield
City Council
March 19, 2026

Agenda Item: A motion to approve a professional services agreement with HMG Engineers for design and permitting services for the Phase III Water System Improvements project for an amount not to exceed \$76,500.00.

Background: The next round of applications for funding through DCEO's Public Infrastructure grant will soon open. In order to submit a strong grant application, we need to have project plans and permitting started. This project will continue our Phase II project in which a new 14" water main will continue from Yaeger Lake Trail to Locust St, thereby replacing two 10" cast iron lines. If we do not receive the grant, we will only be billed for services incurred to date should we not wish to continue the project.

Financial Impact: Funds are available in the water enterprise fund.

Recommendation: It is the recommendation of the City Administrator and Public Works Coordinator to approve the above.



PROFESSIONAL SERVICES AGREEMENT

PROJECT

Water System Improvements Phase III

CLIENT

City of Litchfield, Illinois

PROJECT DESCRIPTION

Project consists of the installation of approximately 4,800 linear feet of C900 PVC Water Main on Route 16 from Locust Street to Yeager Lake Trail. Plans shall include the water main, water services, pavement restoration, and abandonment of existing water mains in IDOT Right-of-Way.

SCOPE OF SERVICES

Design & Permitting Phase

1. Design & Permitting Phase
 - 1.1 Topographic Survey as needed, Lidar Data & Field Data Collection
 - 1.2 Prepare Base Drawings
 - 1.3 Final Engineering Drawings
 - 1.4 Contract Technical Specifications
 - 1.5 Quantities and Engineer's Opinion of Probable Cost
 - 1.6 Meetings
 - 1.7 Permit Application Sent to IEPA

ASSUMPTIONS & UNDERSTANDINGS

City forces will assist with locates as needed. HMG shall submit the grant application for the City. Fee includes initial contact with all known utilities along with one field visit. All utility coordination beyond this will be billed separately.

PROJECT SCHEDULE

Permit application sent to IEPA within 90 days from signed date of Agreement. Specifications and bidding documents will be finalized upon receipt of permit.

FEES

CLIENT shall pay HMG an amount equal to the cumulative hours charged to the Project by HMG's employees times the Standard Hourly Rates for each applicable billing classification according to HMG's Standard Rate Schedule attached hereto, plus Subconsultant's charges, if any, for a total fee not to exceed \$ 76,500.00. **Standard Hourly Rates are subject to change annually on January 1 to reflect adjustments in HMG's salary levels.**

Reimbursable expenses, including, but not limited to, project specific materials & supplies not ordinarily necessary for normal engineering practice, outside reproduction & printing costs, project related travel



expenses (airfare, lodging, per diem, etc.), and vehicle mileage, shall be billed separately according to HMG's Standard Rate Schedule attached hereto. Estimated reimbursable expenses necessary to complete the Scope of Services are \$ 500.00.

ADDITIONAL SERVICES

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, CLIENT may authorize Additional Services verbally and pay HMG on an hourly basis according to HMG's current Rate Schedule, or CLIENT may request a formal contract amendment prior to HMG providing Additional Services.

CITY OF LITCHFIELD, ILLINOIS

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

DATE: _____

PRIMARY PROJECT CONTACT:

EMAIL: _____

ADDRESS FOR NOTICES & INVOICES:

ADDRESS FOR PROJECT COMMUNICATIONS:

**HENRY, MEISENHEIMER & GENDE, INC.
DBA HMG ENGINEERS, INC.**

BY: John A. Wieter, P.E.

TITLE: Senior Vice President

ATTEST: Brett I. Benhoff, P.E.

TITLE: Corporate Secretary

DATE: 3/10/26

PRIMARY PROJECT CONTACT:

John Wieter, P.E.

jwieter@hmgengineers.com

ADDRESS FOR NOTICES & PAYMENTS:

Corporate Office

9360 Holy Cross Lane

Breese, IL 62230

ADDRESS FOR PROJECT COMMUNICATIONS:

Corporate Office

9360 Holy Cross Lane

Breese, IL 62230



STANDARD CONDITIONS

1. Time for Completion: HMG shall begin rendering services upon receipt of a fully executed copy of the Agreement and shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in the Agreement and are hereby agreed to be reasonable. If, through no fault of HMG, such periods of time or dates are changed, or the orderly and continuous progress of HMG's services is impaired, or HMG's services are delayed or suspended, then the time for completion of HMG's services, and the rates and amounts of HMG's compensation, shall be adjusted equitably.

2. Invoices and Payments: HMG shall prepare and shall submit its invoices to CLIENT on a monthly basis. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due HMG for services and expenses within 40 days after receipt of HMG's invoice, then amounts due HMG will be increased at the rate of 1.0% per month from said thirtieth day. Should any past due amount exceed sixty (60) days, HMG may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CLIENT has paid in full all amounts due for services, expenses, and other related charges. CLIENT waives any and all claims against HMG for any such suspension. If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on HMG's services or compensation under this Agreement, then the HMG may invoice such new taxes, fees, or charges as a Reimbursable Expense.

3. Opinions of Cost: HMG's opinions of probable construction cost are to be made on the basis of HMG's experience and qualifications and represent HMG's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since HMG has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, HMG cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by HMG. If CLIENT wishes greater assurance as to probable construction cost, CLIENT shall employ an independent cost estimator.

4. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by HMG under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. HMG makes no warranties, express or implied, under this Agreement or otherwise, in connection with HMG's services. Subject to the Standard of Care, HMG and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

5. Subcontracting: HMG may employ such subconsultants as HMG deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by CLIENT.

6. Compliance with Law: HMG and CLIENT shall comply with applicable Laws and Regulations and CLIENT-mandated standards that CLIENT has provided to HMG in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's

responsibilities or to HMG's scope of services, times of performance, and compensation.

7. Authority and Responsibility During Construction: HMG shall not at any time supervise, direct, or have control over contractor's work, nor shall HMG have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by contractor, for security or safety at the Site, for safety precautions and programs incident to the contractor's work in progress, nor for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work. HMG neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. HMG shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except HMG's own employees) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of HMG. HMG and/or any subconsultant will not be considered an agent of CLIENT and will not have authority to stop work.

8. Construction Observation: CLIENT agrees that services performed by HMG and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subcontractor's performance.

9. Shop Drawing Review: CLIENT agrees that HMG and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with HMG's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. HMG and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations, and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT represents that the construction contractor and construction subconsultant shall be made aware by CLIENT of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to HMG and/or any subconsultant.

10. Design Without Construction Phase Services: If HMG's Scope of Services under this Agreement do not include construction observation, or review of the contractor's performance, or any other Construction Phase services, then HMG's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase. HMG shall have no design or shop drawing review obligations during construction. CLIENT assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services waives any claims against HMG that may be

connected in any way thereto.

11. Use of Documents: All documents including reports, drawings, specifications, and electronic media prepared by HMG and/or any subconsultants pursuant to the Agreement are instruments of its services for use solely with respect to this Project. HMG and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by HMG will be at CLIENT's sole risk, and without liability to HMG, and CLIENT shall indemnify and hold harmless HMG or any subconsultant from all claims, damages, losses, and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle HMG to further compensation at rates to be agreed upon by CLIENT and HMG.

12. Electronic Files Transfer:

- (a) HMG may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). CLIENT may request Project Files to facilitate CLIENT's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by HMG to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.
- (b) Upon request, HMG will supply Project Files to CLIENT upon the express terms and conditions set forth herein:
 - (i) The Project Files may not be used for any purpose not related specifically to the CLIENT's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.
 - (ii) The Project Files are provided for informational purposes only and are not intended as an end product. The Project Files may be a work in process, and HMG is under no obligation to provide CLIENT with any updated version(s) of the Project Files.
 - (iii) CLIENT acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. CLIENT acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

13. General Insurance and Limitation: HMG is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which HMG considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HMG agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by HMG. HMG shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. HMG shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over

which HMG has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that HMG has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

14. Professional Liability Insurance and Limitation: HMG is covered by professional liability insurance for its professional acts, errors, and omissions, with limits which HMG considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HMG agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from errors or omissions by HMG that exceed the industry standard of care for the services provided. HMG shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. HMG shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HMG has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that HMG has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

15. Suspension: CLIENT may suspend the Project upon seven (7) days written notice to HMG. If HMG's services are substantially delayed through no fault of HMG, HMG may suspend services under this Agreement after giving seven (7) days written notice to CLIENT.

16. Termination: Services under this Agreement may be terminated for cause by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. HMG may terminate this Agreement upon seven (7) days written notice if CLIENT demands that HMG furnish or perform services contrary to HMG's responsibilities as a licensed professional, or if HMG's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond HMG's control. HMG shall have no liability to CLIENT on account of such termination. CLIENT may terminate this Agreement for convenience upon HMG's receipt of notice from CLIENT. In the event of any termination under this paragraph, HMG will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the use of Documents, at CLIENT's sole risk, subject to the provisions of Paragraph 11.

17. Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.

18. Assignment: Neither CLIENT nor HMG may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

19. Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HMG, except as expressly provided herein. HMG's services under the Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against HMG because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any

report or document prepared hereunder. Neither HMG nor CLIENT shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. CLIENT and HMG agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

20. Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, CLIENT and HMG agree that all disputes shall first be negotiated between senior officers of CLIENT and HMG for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or HMG may seek a resolution in Clinton County Circuit Court within 180 days of the conclusion of mediation.

21. Right of Entry: CLIENT shall provide for HMG's and/or any subconsultant's right to enter property owned by CLIENT and/or others in order for HMG and/or any subconsultant to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

22. Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. HMG's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. CLIENT waives any claim against HMG and/or any subconsultant and agrees to indemnify and hold HMG and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. CLIENT further agrees to compensate HMG and/or any subconsultant for any time spent or expenses incurred by HMG and/or any subconsultant in defense of any such claim, in accordance with HMG's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

23. Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and HMG and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and HMG and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for HMG and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. HMG and/or any subconsultant agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages HMG and/or any subconsultant to take any and all measures that in HMG's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of HMG's and/or any subconsultant's personnel and the

public, and/or the environment, and CLIENT agrees to compensate HMG and/or any subconsultant for the additional cost of such measures. In addition, CLIENT waives any claim against HMG and/or any subconsultant and agrees to indemnify and hold HMG and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate HMG and/or any subconsultant for any time spent and expenses incurred by HMG and/or any subconsultant in defense of any such claim, with such compensation to be based upon HMG's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that HMG and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will HMG and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

24. Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither CLIENT nor HMG, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HMG shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

25. Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

26. Personal Liability: It is intended by the parties to the Agreement that HMG's services in connection with the Project shall not subject HMG's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Henry, Meisenheimer, & Gende, Inc. dba HMG Engineers, Inc., an Illinois corporation," and not against any of HMG's individual employees, officers, or directors.

27. Additional Limitation: In recognition of the relative risks and benefits of the Project to both CLIENT and HMG, the risks have been allocated such that CLIENT agrees that for the compensation herein provided, HMG cannot expose itself to damages disproportionate to the nature and scope of HMG's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that

the liability of HMG to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of HMG in performing professional services shall be limited to FIFTY THOUSAND DOLLARS (\$50,000) or the total fees paid to HMG by CLIENT under the Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against HMG, other than those described in the previous sentence, and (ii) any liability of HMG in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, HMG would not have performed the services, (ii) CLIENT has had the opportunity to negotiate the terms of the Limitation as a part of an "arms-length" transaction, (iii) the Limitation amount may be less than the amount of professional liability insurance required of HMG under the Agreement, (iv) the Limitation is merely a limitation of, and not an exculpation from, HMG's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless HMG, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to HMG performing the services in accordance with the standard of care.

28. Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by HMG and/or any subconsultant to subpoenas issued by any party other than HMG and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

29. Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HMG's services are completed or terminated.

30. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

31. Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

32. Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

33. Attachments: The following documents are attached and incorporated into the Agreement:

- (a) HMG Rate Schedule
- (b) Supplementary Conditions, as necessary

34. Entire Agreement: These Standard Conditions, any Attachments, and the signed document to which they are attached constitute the entire Agreement between CLIENT and HMG and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior

communications, understandings, and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

35. Modification to the Agreement: CLIENT or HMG may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HMG's compensation, to which CLIENT and HMG mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

36. PDF Signatures. Execution and delivery of this Agreement by delivery of a portable document format ("PDF") copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such PDF copies shall constitute enforceable original documents.

END OF STANDARD CONDITIONS



INTEGRATED INFRASTRUCTURE SOLUTIONS

SINCE 1966

2026 STANDARD RATE SCHEDULE (Effective January 1, 2026 through December 31, 2026)

CLASSIFICATION	STANDARD HOURLY RATE
ENGINEERING	
Principal	\$265.00
Engineer VIII	\$240.00
Engineer VII	\$225.00
Engineer VI	\$205.00
Engineer V	\$195.00
Engineer IV	\$185.00
Engineer III	\$165.00
Engineer II	\$145.00
Engineer I	\$130.00
Engineering Intern	\$90.00
SURVEYING	
Surveyor IV	\$215.00
Surveyor III	\$170.00
Surveyor II	\$145.00
Surveyor I	\$120.00
TECHNICAL	
Technician V	\$185.00
Technician IV	\$160.00
Technician III	\$140.00
Technician II	\$120.00
Technician I	\$105.00
Support Staff	\$100.00
DIRECT COSTS	
Subconsultants	Cost + 10%
REIMBURSABLE EXPENSES	
Materials & Supplies	At cost
Reproduction & Printing	At cost
Travel	At cost
Vehicle Mileage	Current IRS Rate per mile

City of Litchfield
City Council
March 19, 2026

Agenda Item: A motion to approve payment to the Montgomery County Economic Development Corporation for tourism promotion services through Great Rivers and Routes for an amount not to exceed \$18,000.

Background: The City of Litchfield has had a \$40,000 contract with Great Rivers and Routes in years past for tourism promotion services. The City is a member of MCEDC and they plan to contract with Great Rivers and Routes for these services and the fee will be split amongst their members who opt to participate. This allows the City to continue to receive tourism promotion services at a lesser cost.

Budget Impact: Funds are budgeted in the tourism fund.

Recommendation: The City Administrator, Tourism Coordinator, and Alderman Liaison recommend a motion to approve payment to the Montgomery County Economic Development Corporation for tourism promotion services through Great Rivers and Routes for an amount not to exceed \$18,000.

MONTGOMERY COUNTY ECONOMIC DEVELOPMENT CORPORATION (MCEDC)

INVOICE

Date Billed:

3/1/2026

Bill to:

*City of Litchfield
Attn: Breann Vazquez
120 E Ryder St
Litchfield, IL 62056*

Please pay by:

5/1/2026

Description	
Great Rivers and Routes Tourism Bureau 40% Payment Split	
TOTAL BALANCE DUE BY 5/1/2026:	\$18,000.00

If you are in need of a payment plan, please contact our Treasurer, Cassandra Rovey by email at mcedctreasurer@gmail.com

Save the Date! Governing Member dues must be paid by the due date to be eligible to vote at the annual meeting. Please mark your calendars for Thursday, April 23, 2026, at 6:00 p.m.

MCEDC is a 501 (c) (3) nonprofit organization. Your membership fee may be eligible as a tax donation. Our EIN is 03-0551657.

For any other questions about memberships, please contact our Executive Director, Kaitlyn Fath, by email at contact@montgomeryeconomic.com or by phone at 217-851-0254.

DETACH AND INCLUDE WITH PAYMENT

Mail payment to:

Montgomery County Economic Development Corporation
Attn: Cassandra Rovey, Treasurer
516 Elevator Street
Farmersville, IL 62533

Amount Enclosed:

Make Payable to:

Montgomery County Economic Development Corporation

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY ECONOMIC DEVELOPMENT CORPORATION (MCEDC)

AND

THE GREAT RIVERS & ROUTES TOURISM BUREAU (GRRTB)

This Agreement is made and entered into by and between the Montgomery County Economic Development Corporation "MCEDC," an Illinois non-profit corporation acting by and through its duly authorized representative, and the Great Rivers & Routes Tourism Bureau "GRRTB," an Illinois non-profit corporation acting by and through its duly authorized representative, to request tourism promotion, programming, and documentation of the impact of said activities.

Recitals

WHEREAS, MCEDC desires to enter this Agreement with GRRTB for tourism promotion services; and

WHEREAS, GRRTB is qualified and willing to provide tourism promotion services for the City; and

WHEREAS, MCEDC is willing to compensate GRRTB for tourism promotion services at an agreed upon price.

I. Term

The term of this Agreement shall be for one (1) year starting May 1, 2026, to April 30, 2027.

This Agreement may be extended for an additional one (1) year term of time upon the mutual written agreement of the MCEDC and the GRRTB.

II. GRRTB's General Marketing and Promotional Obligations

- I. **Paid Social:** Paid social media advertising for Montgomery County and its partner communities for annual events, special events, attractions, and small businesses. See Appendix A.
- II. **Paid Print:** Paid print advertising for Montgomery County and its partner communities for annual events, special events, attractions, and small businesses. See Appendix A.
 - a. Includes advertisement in the bi-annual Go Guide Travel Guide with content story telling including:
 - i. One (1) full page ad for Litchfield Pickers Market
 - ii. One (1) full page ad for Montgomery County-wide tourism
- III. **Paid Media:** Paid media advertising for Montgomery County with a mix of STL and Springfield media production companies to produce four segments either in studio or pre-taped that will feature tourism related businesses or events to drive travel to Montgomery County.
- IV. **Media and Content Production:** Create content with five (5) videos featuring events, attractions, and/or small business owners, along with a video shoot at the direction of MCEDC.
- V. **Website:** Maintain the region-wide tourism website (www.riversandroutess.com), the Montgomery County landing page, and the landing pages for Litchfield, Hillsboro, Nokomis, and Farmersville.
- VI. **Calendar of Events:** Create and manage a tourism calendar of events on the platform of EnjoyIllinois.com and on the Montgomery County landing page on RiversandRoutes.com. This calendar will focus on tourism events capable of

pulling visitors from a 50-mile radius. A direct link can be shared on the MCEDC website.

- VII. **Customer Service:** Respond to online requests from GRRTB' website and social media pages for visitor information concerning Montgomery County and its partner communities' tourism.
- VIII. **Support:** Provide technical assistance in tourism product development, marketing coordination, and potential funding sources for City tourism opportunities at the direction of MCEDC.
 - a. 2026-2027 specific request includes building out marketing campaign for Montgomery County as a place for respite between Springfield and STL regions.
- IX. **Illinois Specific Tourism:** Integrate Montgomery County's regional tourism assets and raise awareness for media pitch and all PR efforts through state's agency and the state's social media pushes as appropriate.
- X. **Public Relations, Networking, and Referrals:** Provide direct public relations support for Montgomery County and Route 66 as GRRTB works with both regional, national, and international travel writers, bloggers, influencers, and media outlets throughout the tourism industry to engage audiences through strategic messaging.
- XI. **National and International Representation:** Represent Litchfield's ties to Route 66 at national and international trade shows for leisure, group travel, and international leisure travel as well as potential sports marketing and MICE markets where possible.
- XII. **Tours and Site Visits:** Conduct media and group familiarization tours and site visits to Montgomery County, offered to travel writers, meeting planners, and group travel organizers as appropriate. ONCE A YEAR

III. Total Compensation

In consideration of the GRRTB performing the above-mentioned services, MCEDC agrees to pay the GRRTB an amount not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00). Payment will be divided equally into four (4) quarterly installments of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00). The first payment will occur on May 1, 2026, and subsequent payments are due on the 1st of each quarter: August 1, 2026, November 1, 2026, and February 1, 2027.

IV. Termination

Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Upon receipt of notice of termination, MCEDC will honor all reasonable expenses for which MCEDC allocated funds have been budgeted prior to receipt of notice of termination.

V. Certification

MCEDC will certify with the State of Illinois annually during the month of February that GRRTB is the tourism bureau of record during the term of this agreement.

VI. Independent Contractor

GRRTB is an independent contractor under this Agreement. GRRTB is not an agent or employee of MCEDC for any purpose, and the employees of the GRRTB are neither employees of MCEDC for any purposes, nor entitled to any benefits that MCEDC provides its employees.

VII. Assignment

GRRTB shall not assign, subcontract, or otherwise transfer any rights or responsibilities under this Agreement except upon the written consent of MCEDC

VIII. Indemnification

GRRTB shall defend, protect, indemnify, and hold harmless MCEDC, its officers, agents, and employees from and against any and all claims, loss, damage, injury, or liability including claims for misapplication of contributions or other funds, State or Federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens resulting directly or indirectly from the performance of this Agreement by GRRTB, unless caused by the negligence or willful conduct of MCEDC.

IX. Reporting of Results

1. GRRTB will provide on a quarterly basis a marketing report showing
2. Social media data on MCEDC related posts
3. Estimated audience reach and visuals for print media
4. Estimated audience reach and MP4 files of videos for paid media
5. MP4 files of media and content production produced
6. Website traffic data for GreatRiversandRoutes.com, Montgomery County landing page, and partnering communities' landing pages including website traffic to Montgomery County Calendar of Events
7. Number of customer/visitors inquiries regarding Montgomery County and partnering communities
8. Estimated audience reach for Illinois Tourism
9. Number of referrals from GRRTB to regional, national, and international travel writers, bloggers, influencers, and media outlets
10. Names and dates of national and international trade shows where Litchfield's ties to Route 66 were highlighted
11. Dates, names, and synopsis of media and group familiarization tours and site visits to Montgomery County

X. In-Person Presence:

GRRTB will attend the following meetings and events in-person for which there is a quorum unless there is advance notice because GRRTB is attending a sales or trade show representing Montgomery County.

1. One monthly Litchfield Tourism Committee meeting per quarter (4 per year) to provide input and discuss tourism efforts
2. One annual MCEDC event per year to present results of year long efforts

XI. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes any prior agreement, whether oral or written, covering the same subject matter. This agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties.

EXECUTED this _____ day of _____, 2026

Montgomery County Economic Development Corporation

Great Rivers and Routes Tourism Bureau

By: _____

By: _____

Kaitlyn Fath, Executive Director

Cory M Jobe, President & CEO