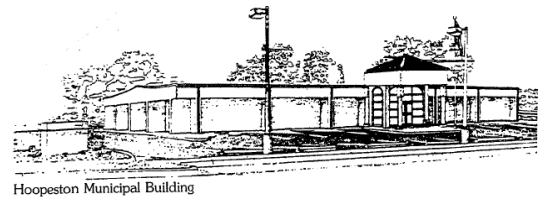


City of Hoopeston

301 W Main St
Hoopeston, IL 60942
217-283-5833



November 19, 2024
REGULAR CITY COUNCIL MEETING
MEETING PACKET



**CITY OF HOOPESTON
CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 19, 2024
7:00 PM | CITY HALL**

<p>DATE POSTED: Friday, November 15, 2024 REMOTE MEETING LINK: https://us06web.zoom.us/j/85229132734 REMOTE MEETING ID: 852 2913 2734</p>	<ul style="list-style-type: none">• Presentations will have a limit of 5 minutes.• Public comments will be limited to 3 minutes per person with a total of 30 cumulative minutes.
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PLEDGE OF ALLEGIANCE:

- I. CALL MEETING TO ORDER
- II. ROLL CALL
- III. AMENDMENT OR APPROVAL OF THE AGENDA
- IV. AMENDMENT OR APPROVAL OF THE MINUTES FROM THE PRIOR COUNCIL MEETING
- V. APPROVAL OF PAYMENT OF THE BILLS
- VI. PRESENTATIONS
 - a. GRAND SOLAR PRESENTATION
- VII. PETITIONS TO THE COUNCIL
- VIII. PUBLIC COMMENT
- IX. EXECUTIVE SESSION
- X. REPORT OF OFFICERS
 - a. EYRICH
 - i. RESOLUTION APPROVING AN AGREEMENT WITH ERH
 - ii. RESOLUTION AWARDING THE WINNING BID FOR PROPERTY
 - b. K. FERRELL
 - c. M. FERRELL
 - d. GARRETT
 - e. LAWSON

f. MCELHANEY

g. PORTH

h. SCHARLACH

i. RESOLUTION FOR THE SALE OF CITY PROPERTY (1992 Pierce Platform Ladder)

XI. COMMUNICATIONS TO THE COUNCIL

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. MAYOR COMMENTS:

a. 310 E MAIN ST RESOLUTION

b. ZONING CHANGE REQUEST FOR 215 E PENN ST

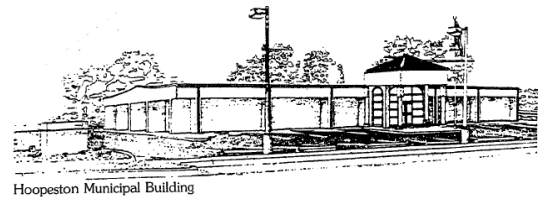
c. HOTEL DEVELOPMENT PROJECT

XV. ATTORNEY COMMENTS

XVI. ADJOURNMENT

City of Hoopeston

301 W Main St
Hoopeston, IL 60942
217-283-5833



MINUTES FROM

11-5-24 CITY COUNCIL MEETING

REGULAR CITY COUNCIL MEETING

CITY OF HOOPESTON

TUESDAY, NOVEMBER 5, 2024

7:00 PM – CITY HALL

- I. CALL TO ORDER – Clerk Hardcastle called the meeting to order at 7:00 pm following the pledge of allegiance.
- II. ROLL CALL – The following 8 alderpersons were present: Eyrich, K. Ferrell, M. Ferrell, Garrett, Lawson, McElhaney, Porth and Scharlach. Mayor Wise was on Zoom. Eric Eves was present on Zoom in Attorney Miller’s place.
- III. APPOINTMENT OF MAYOR PRO-TEM – Clerk Hardcastle entertained motions to appoint a mayor pro-tem in Mayor Wise’s absence. Alderman Eyrich moved to nominate Alderwoman Lawson to serve as mayor pro-tem. Alderman Garrett seconded the motion. A roll call vote was taken (Ayes: Eyrich, K. Ferrell, M. Ferrell, Garrett, Lawson, McElhaney, Porth, Scharlach – Nays: None) and the nomination was approved 8-0.
- IV. AMENDMENT OR APPROVAL OF THE AGENDA – Alderwoman Lawson asked for Nexamp Solar to be moved under presentations. Alderwoman K. Ferrell moved to approve the agenda as amended. Alderman M. Ferrell seconded the motion. Motion was carried 8-0.
- V. APPROVAL OF THE MINUTES FROM THE PREVIOUS COUNCIL MEETING – Clerk Hardcastle noted that there were 2 grammatical errors that will be fixed in the official minutes. One was under Alderman Eyrich’s report – the word o was fixed to be of. Under Alderman Garretts report it put in the minutes that dogs were now allowed in the cemetery. It was changed to that dogs were not allowed in the cemetery. Alderman Eyrich moved to approve the amended minutes. Alderman Scharlach seconded the motion. Motion carried 8-0.
- VI. APPROVAL OF THE PAYMENT OF THE BILLS – Alderman Garrett moved to approve the payment of the city’s bills. Alderman Porth seconded the motion. A roll call vote was taken (Ayes: Eyrich, K. Ferrell, M. Ferrell, Garrett, Lawson, McElhaney, Porth, Scharlach – Nays: None) and the bills were approved 8-0.
- VII. PRESENTATIONS – Jack Curry from Nexamp Solar gave a presentation on the proposed solar farm that is planned just east of the city limits.
- VIII. PETITIONS TO THE COUNCIL – None
- IX. PUBLIC COMMENT – None

X. EXECUTIVE SESSION – None

XI. REPORT OF OFFICERS

a. EYRICH

- i. ERH/TEASDALE AGREEMENT – Alderman Eyrich moved to table the approval of the agreement between the City, ERH, and Teasdale Foods. Teasdale has several questions about this agreement, and it will be brought up at a future meeting.

b. K. FERRELL

- i. TIRE COLLECTION – Parks Superintendent Don Stebbins reported a total of 591 tires have been collected for recycling. They will be collecting tires until November 14, 2024, at which point they will be transported to Danville. Alderman Garrett asked if this was for Hoopeston residents only. Alderwoman K. Ferrell answered that outside people can bring their tires in as long as they contact their local authorities first.

c. M. FERRELL

- i. Nothing to report.

d. GARRETT

- i. DOGS IN CEMETERY – Alderman Garrett reiterated that dogs are not allowed in the cemetery. The ordinance officer may start sending out letters.

e. LAWSON

- i. ANIMAL CONTROL – The County Board will vote on the intergovernmental agreement to provide animal control services in Hoopeston at their November 12, 2024, meeting. After their vote, the city council will vote on the agreement.

f. MCELHANEY

- i. LEAF PICKUP – Street and Alley will begin leaf pickup on November 12.

g. PORTH

- i. Nothing to report.

h. SCHARLACH

- i. AMBULANCE CONTRACT – Alderman Scharlach reported that he is working with Attorney Miller’s office on the new ambulance contract.

XII. COMMUNICATIONS TO THE COUNCIL

- a. CLIFTON LETTER – Clerk Hardcastle distributed a letter from Josh Clifton addressed to the city council.

XIII. UNFINISHED BUSINESS

- a. BULK GARBAGE – Alderman Garrett reminded residents that the location for bulk garbage is at the landfill, not the city slab.

XIV. NEW BUSINESS – None

XV. MAYOR COMMENTS – Alderwoman Lawson was speaking for Mayor Wise.

- a. 310 E MAIN ST – Information was distributed to the council and Alderwoman Lawson asked everyone to look it over. The city council will have a special meeting on Thursday, November 7, 2024, at 6:30 pm to vote on the agreement. Gail Lane stated that it would have been nice if she was notified ahead of time.
- b. ORDINANCE 2025-9 – CONDITIONAL USE ORDINANCE – NEXAMP SOLAR PROJECT – Andrew Keyt, retained by the city for solar issues, gave an overview of the conditional use permit. Alderman Garrett asked if the property would be annexed into the city. Attorney Keyt noted that there are 2 additional conditions included in the ordinance that the Planning and Zoning Commission did not include in their language. One of the conditions is that there would be a development agreement with the city and that an annual amount of money would be paid to the city. The agreement has not been drafted yet but will be completed prior to the permit being issued. The other condition included in the ordinance pertains to compliance with IDNR and USFWS recommendations. Clerk Hardcastle noted that he had issues with the posting requirements for the public hearing. The applicant sent out notices in the city’s name and named city officials. Normally those posting requirements are processed by the city clerk’s office, not an outside entity. Attorney Keyt answered that the mayor asked if the applicant could do it to save cost to the city, but that the city could do it in the future. Alderwoman Lawson moved to approve the ordinance with the 2 additional conditions noted. Alderman M. Ferrell seconded the motion. A roll call vote was taken (Ayes: Eyrich, K. Ferrell, M. Ferrell, Lawson, McElhaney, Porth, Scharlach – Nays: Garrett) and the ordinance was approved 7-1.

- c. IT COMMITTEE – IT issues will be under the purview of the finance committee.
- d. COMMITTEE ASSIGNMENTS – Clerk Hardcastle noted that the new committee assignments were included in the meeting packet.

XVI. ATTORNEY COMMENTS

- a. SALE OF FIRETRUCK – Eric Eves, reporting for Attorney Miller, gave an overview of how the city can dispose of surplus property. Alderman Garrett asked if the truck could be sent to auction. Mr. Eves answered that yes, it could if the ordinance declaring its surplus specifies it will go to auction.
- b. 819 S. FIFTH ST – Packets have been sent to the heirs of the property.
- c. 408 S. SECOND AVE – Lawsuit regarding this property has been filed in circuit court.
- d. 325 N DIXIE HWY (ESSEX PROPERTY) – Court action to deal with this has been filed and a summons has been issued and served to Mr. Acton, but he has not filed a response. If he does not file a response, he will be found in default.
- e. 517 S. DIXIE HWY (HENNING’S) – The motion for default has been issued to Mr. Acton. Someone from the city will need to testify in court as to the condition of the building. The hearing is scheduled for December 6 at 11:30 am. The order of demolition could be issued at that point. Alderman Garrett asked if there was a new owner of the property? Mr. Eves answered that was possibly in relation to a different property but it does not effect the granting of judgement against Mr. Acton. Mr. Eves stated that he will investigate that issue further.
- f. GARRISON/HERMAN LAWSUITS – These are in the process of being prepared.
- g. TENTH AVE LOTS – A question was asked if the city can combine lots. This is not done throughout the city. The property owner needs to go through the supervisor of assessments office.
- h. 310 E MAIN ST – The settlement agreement has been prepared but there are still several questions that need answered.
- i. BURNED OUT BUILDINGS – Alderman Garrett asked where we were at with the burned-out properties? Mr. Eves answered that several of them are being dealt with through the courts. Alderwoman K. Ferrell answered that notices have been sent to 4 of the property owners through the building inspector. They have until December 1 to answer the complaints.

XVII. ADJOURNMENT – There being no further action to come before the council, Alderwoman K. Ferrell moved to adjourn the meeting. Alderman M. Ferrell seconded the

motion. Motion was carried 8-0.

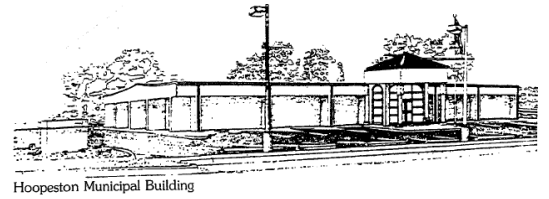
Respectfully submitted,

Bradley Hardcastle

City Clerk

City of Hoopeston

301 W Main St
Hoopeston, IL 60942
217-283-5833



**APPROVAL OF PAYMENT
OF THE CITY'S BILLS**

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-50-435 UTILITIES-GF						
IL Power Marketing dba Homefiel	030960010502	ELECTRIC-301 W MAIN CITY HA	11/13/2024	281.39	.00	
Total 01-50-435 UTILITIES-GF:				281.39	.00	
01-51-435 UTILITIES-S/A						
IL Power Marketing dba Homefiel	010000058837	ELECTRIC-430 W PENN ST 4000	11/13/2024	345.23	.00	
Total 01-51-435 UTILITIES-S/A:				345.23	.00	
01-51-472 GAS & OIL-S/A						
ILLINI FS	0764580/1124	FUEL-STREET/ALLEY	11/13/2024	1,096.87	.00	
Total 01-51-472 GAS & OIL-S/A:				1,096.87	.00	
01-53-435 UTILITIES-CEMETERY						
IL Power Marketing dba Homefiel	031760003252	ELECTRIC-N MARKET CEMETE	11/13/2024	239.30	.00	
Total 01-53-435 UTILITIES-CEMETERY:				239.30	.00	
01-53-472 GAS & OIL CEMETERY						
ILLINI FS	0764580/1124	FUEL-CEMETERY	11/13/2024	299.06	.00	
Total 01-53-472 GAS & OIL CEMETERY:				299.06	.00	
01-54-436 ST LIGHT BILLING						
IL Power Marketing dba Homefiel	010000057814	ELECTRIC-THOMPSON ST LIGH	11/13/2024	44.69	.00	
IL Power Marketing dba Homefiel	030000411028	ELECTRIC-301 W MAIN ST LIGH	11/13/2024	5,527.00	.00	
Total 01-54-436 ST LIGHT BILLING:				5,571.69	.00	
02-50-435 UTILITIES-P						
AMEREN CIPS ILLINOIS	3647004626/1124	GAS-GIRL SCOUT HOUSE 3647	11/07/2024	169.00	.00	
AMEREN CIPS ILLINOIS	4647004723/1124	ELECTRIC-MCFERREN PARK R	11/07/2024	457.85	.00	
IL Power Marketing dba Homefiel	010000058838	ELECTRIC-CIVIC CENTER-PEN	11/13/2024	311.02	.00	
IL Power Marketing dba Homefiel	030400048256	ELECTRIC-LITTLE LEAGUE FIE	11/13/2024	164.98	.00	
IL Power Marketing dba Homefiel	030720021304	ELECTRIC-BALL FIELD STORA	11/13/2024	48.05	.00	
IL Power Marketing dba Homefiel	030880016991	ELECTRIC-SOCCER FIELD 4000	11/13/2024	34.26	.00	
IL Power Marketing dba Homefiel	031280007163	ELECTRIC-CAMP SPOT 400001	11/13/2024	39.94	.00	
IL Power Marketing dba Homefiel	031280007166	ELECTRIC-BALL FIELD DIAMON	11/13/2024	4.83	.00	
IL Power Marketing dba Homefiel	031680003305	ELECTRIC-MIDGET FOOTBALL	11/13/2024	156.19	.00	
IL Power Marketing dba Homefiel	031680003309	ELECTRIC-CIVIC CENTER W PE	11/13/2024	394.23	.00	
IL Power Marketing dba Homefiel	031760003219	ELECTRIC-GIRL SCOUT HOUSE	11/13/2024	51.15	.00	
IL Power Marketing dba Homefiel	031760003270	ELECTRIC-E MCNEIL PARK 400	11/13/2024	66.72	.00	
Total 02-50-435 UTILITIES-P:				1,898.22	.00	
02-50-463 REFUND DEPOSITS						
VFW AUXILIARY POST 4826	11824	REFUND GIRL SCOUT HOUSE	11/13/2024	50.00	.00	
Total 02-50-463 REFUND DEPOSITS:				50.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
02-50-472 GAS & OIL-P						
ILLINI FS	0764580/1124	FUEL-PARK	11/13/2024	1,077.66	.00	
Total 02-50-472 GAS & OIL-P:				1,077.66	.00	
04-50-428 TELEPHONE-POOL						
SPARKLIGHT	128633153/1124	PHONE/INTERNET-POOL	11/13/2024	182.86	.00	
Total 04-50-428 TELEPHONE-POOL:				182.86	.00	
05-50-421 GARBAGE DISPOSAL-G						
REPUBLIC SERVICES #726	0726000977539	RESIDENTIAL CONTRACT	11/13/2024	35,420.70	.00	
Total 05-50-421 GARBAGE DISPOSAL-G:				35,420.70	.00	
05-50-463 GARBAGE DEPOSIT REFUND						
JEREMY RATTIN	17861011	REFUND GARBAGE DEPOSIT	11/13/2024	5.00	.00	
Total 05-50-463 GARBAGE DEPOSIT REFUND:				5.00	.00	
06-50-451 ENGINEERING SERVICE-MFT						
MAS ENGINEERING	P3690	2024 MFT CONCRETE ENGINEE	11/13/2024	8,342.45	.00	
Total 06-50-451 ENGINEERING SERVICE-MFT:				8,342.45	.00	
07-4985 POLICE FUNDRAISERS-POLICE						
COAST TO COAST SOLUTIONS	IVC0114710	SHIELD SHAPED STICKER	11/13/2024	793.95	.00	
COAST TO COAST SOLUTIONS	IVC0114718	MOOD PENCILS	11/13/2024	446.98	.00	
Total 07-4985 POLICE FUNDRAISERS-POLICE:				1,240.93	.00	
07-50-413 MAINT & REPAIR VEHICLE-PD						
PAUL AUTO & TRUCK REPAIR	021586	OIL FILTER AND CHANGE-454	11/13/2024	111.92	.00	
Total 07-50-413 MAINT & REPAIR VEHICLE-PD:				111.92	.00	
07-50-435 UTILITIES-PD						
IL Power Marketing dba Homefiel	030960010502	ELECTRIC-301 W MAIN ST CITY	11/13/2024	281.39	.00	
Total 07-50-435 UTILITIES-PD:				281.39	.00	
07-50-437 RENTALS-PD						
AQUALITY SOLUTIONS INC	0001H43/1124	BOTTLE WATER-POLICE/COMM	11/13/2024	24.25	.00	
Total 07-50-437 RENTALS-PD:				24.25	.00	
07-50-472 GAS & OIL-PD						
ILLINI FS	0764580/1124	FUEL-POLICE	11/13/2024	2,933.20	.00	
Total 07-50-472 GAS & OIL-PD:				2,933.20	.00	
08-50-472 GAS & OIL-F						
ILLINI FS	0764580/1124	FUEL-FIRE	11/13/2024	583.73	.00	
Total 08-50-472 GAS & OIL-F:				583.73	.00	
09-50-491 LAND & PERM IMPROVEMENT-RB						
MAS ENGINEERING	P3760 ITEP	PREPARE AND SUBMIT SAFE R	11/13/2024	4,000.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 09-50-491 LAND & PERM IMPROVEMENT-RB:				4,000.00	.00	
20-51-435 UTILITIES-W ADM						
IL Power Marketing dba Homefiel	030960010502	ELECTRIC-301 W MAIN ST CITY	11/13/2024	140.70	.00	
Total 20-51-435 UTILITIES-W ADM:				140.70	.00	
20-51-463 WATER REFUND						
JEREMY RATTIN	17861011	REFUND WATER DEPOSIT	11/13/2024	87.54	.00	
Total 20-51-463 WATER REFUND:				87.54	.00	
20-52-435 UTILITIES-S ADM						
IL Power Marketing dba Homefiel	030960010502	ELECTRIC-301 W MAIN STCITY	11/13/2024	140.70	.00	
Total 20-52-435 UTILITIES-S ADM:				140.70	.00	
20-53-416 EPA LOAN PAYMENT						
SCHOMBURG & SCHOMBURG	13528.006A	WATER TREATMENT PLANT IM	11/13/2024	170,900.33	.00	
Total 20-53-416 EPA LOAN PAYMENT:				170,900.33	.00	
20-53-435 UTILITIES-W TREAT						
AMEREN CIPS ILLINOIS	0547006638/1124	GAS-PUMP HOUSE 0547006638	11/08/2024	175.99	.00	
IL Power Marketing dba Homefiel	030240096120	ELECTRIC-425 W MAIN PUMP H	11/13/2024	421.05	.00	
Total 20-53-435 UTILITIES-W TREAT:				597.04	.00	
20-53-452 OTHER PROF SVCS-W TREAT						
PACE ANALYTICAL SERVICES	247222616	COLIFORM, FLUORIDE,E COLI	11/13/2024	245.00	.00	
Total 20-53-452 OTHER PROF SVCS-W TREAT:				245.00	.00	
20-53-466 OTHER SUPPLIES-W TREAT						
HAWKINS INC	6909140	335# HYDROFLUOSILLICIC ACI	11/13/2024	2,107.24	.00	
Total 20-53-466 OTHER SUPPLIES-W TREAT:				2,107.24	.00	
20-54-412 MAINT & REPAIR EQUIP-W SYSTEM						
COE EQUIPMENT	86084	BAND CLAMP AND FREIGHT	11/13/2024	53.31	.00	
JEFFRIES HEAVY EQUIP. REPAI	1675	WATER DEPT DUMP TRUCK	11/13/2024	137.50	.00	
Total 20-54-412 MAINT & REPAIR EQUIP-W SYSTEM:				190.81	.00	
20-54-472 GAS & OIL-W SYSTEM						
ILLINI FS	0764580/1124	FUEL-WATER	11/13/2024	929.46	.00	
Total 20-54-472 GAS & OIL-W SYSTEM:				929.46	.00	
20-56-412 MAINT & REPAIR EQUIP-S SYSTEM						
COE EQUIPMENT	86084	BAND CLAMP AND FREIGHT	11/13/2024	53.32	.00	
JEFFRIES HEAVY EQUIP. REPAI	1675	WATER DEPT DUMP TRUCK	11/13/2024	137.50	.00	
Total 20-56-412 MAINT & REPAIR EQUIP-S SYSTEM:				190.82	.00	
20-56-435 UTILITIES0-S SYSTEM						
IL Power Marketing dba Homefiel	030960010492	ELECTRIC-RT 9 LIFT STATION 4	11/13/2024	.57	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 20-56-435 UTILITIES0-S SYSTEM:				.57	.00	
20-56-472 GAS & OIL-S SYSTEM						
ILLINI FS	0764580/1124	FUEL-SEWER	11/13/2024	929.46	.00	
Total 20-56-472 GAS & OIL-S SYSTEM:				929.46	.00	
20-57-435 UTILITIES-SEWER PRE-TREATMENT						
IL Power Marketing dba Homefiel	010000058835	ELECTRIC-LAGOONS 40000173	11/13/2024	16,775.16	.00	
IL Power Marketing dba Homefiel	030880016986	ELECTRIC-PONDS 40000170028	11/13/2024	34.26	.00	
Total 20-57-435 UTILITIES-SEWER PRE-TREATMENT:				16,809.42	.00	
30-50-435 UTILITIES-COM						
IL Power Marketing dba Homefiel	030960010502	ELECTRIC-301 W MAIN ST CITY	11/13/2024	281.39	.00	
Total 30-50-435 UTILITIES-COM:				281.39	.00	
30-50-437 RENTALS-COM						
AQUALITY SOLUTIONS INC	0001H43/1124	BOTTLE WATER-POLICE/COMM	11/13/2024	24.25	.00	
Total 30-50-437 RENTALS-COM:				24.25	.00	
30-50-474 POP MACHINE-COM						
AMERICAN BOTTLING COMPAN	4322718417	RETURN PRODUCT	11/13/2024	72.00-	.00	
AMERICAN BOTTLING COMPAN	4322719043	POP-MACHINE IN LOBBY OF CI	11/13/2024	193.00	.00	
Total 30-50-474 POP MACHINE-COM:				121.00	.00	
31-50-452 OTHER PROF SVCS-MUN COURT						
DAVID B WESNER	111324	HEARING OFFICER	11/13/2024	105.00	.00	
Total 31-50-452 OTHER PROF SVCS-MUN COURT:				105.00	.00	
50-2270 INSURANCE						
AFLAC	038665	insurance	11/12/2024	901.99	.00	
Total 50-2270 INSURANCE:				901.99	.00	
Grand Totals:				258,688.57	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only unpaid invoices included.

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
07-50-494 EQUIPMENT-PD						
FLOCK SAFETY	INV-47572	FLOCK SAFETY FALCON X4/ YR	09/16/2024	12,000.00	.00	
Total 07-50-494 EQUIPMENT-PD:				12,000.00	.00	
Grand Totals:				12,000.00	.00	

Dated: _____

Mayor: _____

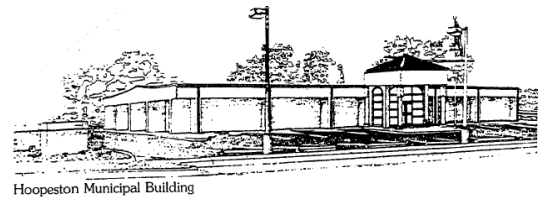
City Council: _____

City Recorder: _____

City Treasurer: _____

City of Hoopeston

301 W Main St
Hoopeston, IL 60942
217-283-5833



**RESOLUTION APPROVING ERH AS
THE OPERATOR OF THE PRE-
TREATMENT LAGOONS AT THE
WASTEWATER TREATMENT PLANT**

RESOLUTION No. _____

A RESOLUTION

APPROVING AN OPERATING AGREEMENT BETWEEN THE CITY OF HOOPESTON, ILLINOIS AND
ERH ENTERPRISES, INC, OF WESTVILLE, ILLINOIS FOR OPERATION OF THE PRE-TREATMENT
LAGOONS AT THE WASTE WATER TREATMENT PLANT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOOPESTON, ILLINOIS, as follows:

SECTION 1. That ERH Enterprises Inc. has been under contract with the City of Hoopeston for operation of the Wastewater Treatment plant and the city desires ERH to operate the pre-treatment lagoons at the plant.

SECTION 2. The mayor or his designee is hereby authorized to execute an agreement for continued operation of the Wastewater Treatment Plant by ERH Enterprises Inc.

Passed and adopted by the City of Hoopeston this,

____ day of _____, 2024 by a vote of ____ AYES and ____ NAYS to ____ ABSTENTIONS of the City Council of Hoopeston, Illinois.

___ Kellie Ferrell	___ Robin Lawson
___ Michael Ferrell	___ Joe Garrett
___ Stephen Eyrich	___ Bob Porth
___ Toby McElhaney	___ Tim Scharlach

Mayor Jeff Wise

City Clerk Bradley Hardcastle

OPERATING AGREEMENT

This Agreement is made this ____ day of _____, 20__, by and between the **City of Hoopeston, Vermilion County, Illinois**, (hereinafter "**City**"), and **ERH Enterprises, Inc., of Westville, Vermilion County, Illinois**, (hereinafter "**Operator**"), **WITNESSETH:**

WHEREAS, the City is a municipal: corporation and is responsible for providing public sanitary sewer services to residents of the City of Hoopeston; and,

WHEREAS, Operator is qualified to and agrees to operate, maintain and manage the Wastewater Treatment Plant, which is a part of the sanitary sewer system of the City of Hoopeston; and,

WHEREAS, the parties agree that in providing these services, the Operator is acting in the capacity of a public utility; and,

WHEREAS, the parties have agreed upon mutually acceptable terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

(BASIC SERVICES OF OPERATOR)

- A. Operator shall provide complete operation, maintenance and management services for the City's Wastewater Treatment Plant and Collection System Pump Stations, as follows:**
- 1.01 Operator shall provide process control adjustments for the existing Wastewater Treatment Lagoon in order to conform to all requirements of the City's National Pollutant Discharge Elimination System (hereinafter "NPDES") Permit No. IL0024830.
 - 1.02 Operator shall maintain the existing Plant Site and in manner to effect a neat appearance of all structures except for ordinary wear and tear.

- 1.03 Operator shall furnish at its expense all tools, labor and supervision to operate, maintain and manage the Wastewater Treatment Lagoon.
- 1.04 Operator shall maintain and repair existing equipment at the Wastewater Treatment Plant, but will not replace equipment. Should a piece of equipment be beyond repair, the City will be responsible for replacing it. The judgement that a piece of equipment is beyond repair will be made by a professional with knowledge of the specific type of equipment.
- 1.05 Operator will furnish all laboratory chemicals, laboratory equipment and laboratory facilities to complete test requirements set forth in the NPDES permit. Operator will do the same for daily operational testing. A copy of the test results will be submitted to the City upon request.
- 1.06 Operator shall collect all necessary samples and furnish all chemicals, laboratory equipment and laboratory facilities to complete all test requirements set forth in the City's NPDES and sludge disposal permits. A copy of all test shall be submitted to the City upon request.
- 1.07 Operator will answer all correspondence and inquiries from IEPA as needed, and Operator will complete and submit all reports required by IEPA and by any permits issued by the Agency. Copies of paperwork will be submitted to the City upon request.
- 1.08 Operator will answer all correspondence and/or inquiries from the IEPA as needed. A copy of all paperwork will be submitted to the City upon request.
- 1.09 Operator will provide all personnel required to operate the facility. Said operation will be under the direct supervision of John McBride who holds a Class 1 Certification in wastewater treatment operation from the State of Illinois. Operator employs additional certified operators who will be available for work. Other personnel furnished by Operator include, but are not limited to, laboratory personnel, clerical staff and personnel trained in the tasks necessary to operate the aforesaid wastewater pre-treatment and facility.
- 1.10 Operator agrees to advise the City when, in its opinion, capital expenditures are necessary or cost effective for continued operations.

- 1.11 Operator will provide answering service and pager service for twenty-four hour/ seven day availability.
- 1.12 Any capital improvements such as the addition of piping, chemicals, equipment, or other things necessary to meet revised NPDES permit requirements will be a cost to and an expense assumed by the City.
- 1.13 Operator will visit the facility for a thorough inspection a minimum of seven days per week.
- 1.14 Operator shall maintain a spare parts inventory of critical components, shall maintain copies of all IEPA required operating records and reports, and shall perform routine operational control testing as recommended by IEPA.
- 1.15 Operator shall prepare and, if necessary shall provide all labor, supervision, tools, equipment and supplies to cope with any emergencies that might arise in connection with the City's Wastewater Treatment Plant.
- 1.16 Operator shall secure and continue to hold all licenses and meet all requirements for operating a Wastewater Pre-Treatment Plant which may be required by the United States Environmental Protection Agency or the Illinois Environmental Protection Agency.
- 1.17 Operator shall regularly report to, consult with and keep the City advised of problems that may develop and work that is being performed by Operator.
- 1.18 Operator may supply equipment that is not currently available at the facility to improve operations. Any equipment so provided will remain the property of the Operator to be used, repaired, replaced or removed at the sole discretion of the Operator.
- 1.19 If a non-compliance condition due to Operator's operation of the facility ever occurs which results in fines or penalties Operator will assume all reasonable cost and reasonable attorney's fees related thereto.

ARTICLE II

(RESPONSIBILITIES OF THE CITY)

The City shall have the following responsibilities and duties:

1. City shall designate in writing a person to act as the representative with respect to the services to be rendered under this Agreement. Such person shall have authority, subject to the approval of the City, to transmit instructions, receive information, interpret and define City policies and decisions with respect to Operator's services under this Agreement.
2. The City shall assist Operator by placing at its disposal all available information pertinent to the facilities, including previous reports and any other data relative to the design or construction of the Wastewater Pre-Treatment Plant.
3. To the extent possible, the City shall arrange access to and make all necessary provisions for Operator to enter upon public and private property as may be required for Operator to perform services required under this Agreement.
4. The City shall give prompt written notice to Operator whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Operator's services, or any defect or nonconformance in the work of Operator.
5. The City shall take all responsible steps to limit discharges into the sewage system to those permitted by IEPA.
6. To the extent possible, the City shall assign City's rights under all warranties, licenses and easements pertaining to the facilities to Operator for its use and benefit in operating and maintaining the facilities during the term of this Agreement.
7. The City shall make capital expenditures according to the operator's recommendations if the City agrees that such expenditures are necessary, cost effective and in the best interest of the City.
8. The City shall be responsible for the cost of all utilities, including electrical power and any other utility necessary to operate and maintain the Wastewater Pre-Treatment Plant.
9. The City shall be responsible for the mowing around the Wastewater Pre-Treatment Lagoons and surrounding property.
10. The City shall be responsible for removing snow to gain access to the plant site.

11. The City will be responsible for all chemicals, parts and materials, equipment repairs or replacements necessary to operate the Wastewater Pre-Treatment Lagoon system.
12. The City shall be responsible for the cost of any sludge removal from the Wastewater Pre-Treatment Lagoons.

ARTICLE III

(DURATION OF AGREEMENT)

Term of Agreement.

The term of this Agreement shall be for a period of three (3) years. The term shall begin on October 1, 2024 and shall terminate without further notification on September 30, 2027.

ARTICLE IV

(PAYMENTS TO OPERATOR)

Payments to Operator for Services.

1. In exchange for Operator's services, the City shall pay Operator \$100,000.00 per year. Said payments to be payable in monthly installments of \$8333.33. Said payments shall be made from the Special Wastewater Operation and Maintenance Fund as required by law.
2. If the City fails to make monthly payments due Operator for services and expenses within thirty (30) days after the date such payment is due, the amount due Operator shall be increased at the rate of 1% per month from said thirtieth day, and in addition, Operator may, after giving sixty (60) days written notice to the City, suspend services under this Agreement until Operator has been paid in full all amounts due for services, expenses and charges.

ARTICLE V

(GENERAL CONDITIONS)

A. General conditions under this Agreement.

1. **Insurance.** The Operator shall procure and maintain adequate insurance at levels acceptable to the City for protection from claims for worker's compensation, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees of Operator or of any person who is injured as a result of negligence on the part of the Operator, and damages because of injury to or destruction of property as a result of the negligence of Operator, including loss of use resulting therefrom.
2. **Benefits.** Operator is providing the services described herein as an independent contractor. In performing services under this Agreement, Operator will direct the work in all respects and will determine the method, means and manner of performance of the services agreed to herein. The parties intend to create by this Agreement the relationship of an independent contractor and not an employer-employee relationship. Neither Operator nor any of its agents or employees shall be deemed employees of the City for the purpose; neither Operator or any of its agents or employees shall be entitled to any benefits from the City which may be accorded to any full or parttime employees of the City, including, without limitation, medical insurance, life insurance, worker's compensation coverage, vacation benefits, sick leave or any other leave with or without pay.
3. **Governing law.** This Agreement shall be governed by and construed under the laws of the State of Illinois.
4. **Termination for cause.** In the event either party breaches any of the terms hereof, the non-breaching party shall notify the breaching party in writing of the breach. If the breaching party fails to remedy the breach within thirty (30) days from the time it receives the written notice of the breach, the non-breaching party may terminate this Agreement by giving ten (10) days written notice of said termination. Also, it is expressly understood and agreed that in the event of a final decision by a court of a competent jurisdiction, and after the expiration of any appeal period therefrom if the trial court issues a stay order pending appeal or the denial date of a motion to stay the trial court decision pending appeal, that the services to be performed by Operator are subject to the

provisions of the Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, (820 ILCS 130/1, as amended by Public Acts 86-799 and 86-693), commonly referred to as the Illinois Prevailing Wage Act, then either party, at its sole and absolute discretion, shall have the right upon 60 days written notice to the other party, to terminate this Contract, and in such event, neither party shall be under any further obligation to the other thereunder.

5. **Successors and Assigns.** All terms of this Agreement shall be binding upon the heirs, legatees, devisees, personal representatives and assigns of the parties hereto.
6. **Attorneys Fees and Costs.** If any party breaches any term or provision of this Agreement, the non-breaching party shall be entitled to recover all of its reasonable attorneys' fees, and all reasonable and necessary costs incurred to enforce the terms of this Agreement.
7. **Notices.** Any notice required under this Agreement to be served on any party shall be served by certified mail, postage prepaid, and addressed to the party at the addresses shown herein on the signature page; or, by delivering said notice in person to an authorized agent, officer, director or employee who works at said party's main office.

ARTICLE VI

(ARBITRATION)

Arbitration of Disputes. If the parties hereto disagree upon the interpretation of or any provision under this Agreement, the parties agree to resolve said matter by Arbitration as follows:

1. Upon written notice by either party, the parties or their designated representatives shall meet within ten (10) working days and attempt to resolve the matter.
2. If the parties fail to resolve said matter after meeting as set forth in paragraph 1, above, then either party may submit the matter to final and binding arbitration under the rules of the

American Arbitration Association. The parties will make a good faith effort to agree on an arbitrator, failing which, they will each designate one representative, who together shall choose the arbitrator from among those qualified arbitrators available within a 35 mile radius of Hoopeston. The parties' designees will determine the procedure for such selection and will complete the same in a timely manner. The reasonable and necessary costs incurred to Arbitrate the matter shall be shared equally by both parties.

ARTICLE VII

(Approval by EPA)

Approval.

This Agreement shall be submitted to the Illinois Environmental Protection Agency for its approval.

IN WITNESS WHEREOF the parties hereto set forth their written and authorized signatures on the date set forth above.

**CITY OF HOOPESTON
301 WEST MAIN STREET
HOOPESTON, ILLINOIS 60942**

BY: _____
JEFF WISE, MAYOR

ATTEST:

By: _____
Its: _____

**ERH ENTERPRISES, INC.
POST OFFICE BOX 337
WESTVILLE, ILLINOIS 61883**

(217) 267-2331

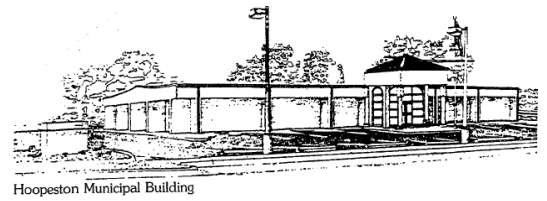
BY: 
JOHN MCBRIDE, PRESIDENT

ATTEST:

By: 
SEAN MCBRIDE, SECRETARY

City of Hoopeston

301 W Main St
Hoopeston, IL 60942
217-283-5833



**RESOLUTION DECLARING SURPLUS
PROPERTY AND AWARDING A BID
FOR SAID PROPERTY
(WATER DEPT)**

RESOLUTION No. _____

DECLARING EQUIPMENT AS SURPLUS AND
ACCEPTING A BIDS FOR PURCHASE OF SURPLUS EQUIPMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOPESTON,
ILLINOIS, as follows:

Section 1. That the following existing equipment is hereby declared surplus property and bids have been received for their purchase.

1995 Conkrite Dual Axle Trailer

Section 2. That the following bids were received for purchase of the above surplus trailer:

Chris Kelnhofer - \$200.00

Section 3. That the bids for the purchase of the surplus Cronkrite Dual Axle Trailer in the amount of two hundred dollars (\$200.00), received from Chris Kelnhofer, is hereby approved and accepted.

Passed and adopted by the City of Hoopeston this,

____ day of _____, 2024 by a vote of ____ AYES and ____ NAYS to ____
ABSTENTIONS of the City Council of Hoopeston, Illinois.

___ Kellie Ferrell ___ Robin Lawson
___ Michael Ferrell ___ Joe Garrett
___ Stephen Eyrich ___ Bob Porth
___ Toby McElhaney ___ Tim Scharlach

Mayor Jeff Wise

City Clerk Bradley Hardcastle

Chris Kelhofer

Bid for 1995 Cronkite trailer Dual axle 6' 1/2' x 12'

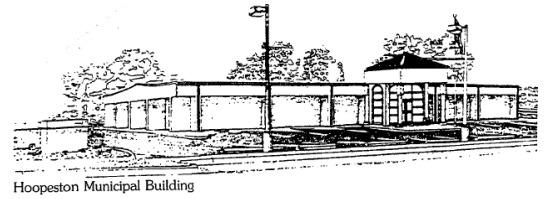
Amount - \$200-

11/15/24

10:03AM

City of Hoopeston

301 W Main St
Hoopeston, IL 60942
217-283-5833



**RESOLUTION DECLARING
SURPLUS PROPERTY
(FIRE DEPT)**

RESOLUTION No. _____

A RESOLUTION DECLARING A VEHICLE AS SURPLUS PROPERTY

(Fire Department)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOPESTON, ILLINOIS, as follows:

SECTION 1. That the following vehicle is hereby declared surplus property and will be sold by an auction company.

1992 Pierce 100' Aerial Platform Ladder Truck

SECTION 2. That the Mayor or his designee is authorized to execute any agreements based on the sale of the above mentioned property.

Passed and adopted by the City of Hoopeston this,

____ day of _____, 2024 by a vote of ____ AYES and ____ NAYS to ____ ABSTENTIONS of the City Council of Hoopeston, Illinois.

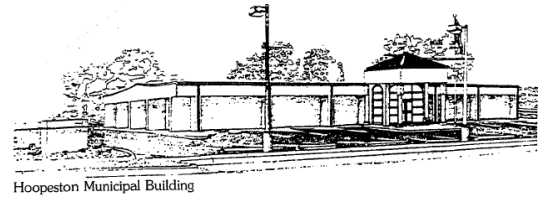
___ Kellie Ferrell	___ Robin Lawson
___ Michael Ferrell	___ Joe Garrett
___ Stephen Eyrich	___ Bob Porth
___ Toby McElhaney	___ Tim Scharlach

Mayor Jeff Wise

City Clerk Bradley Hardcastle

City of Hoopeston

301 W Main St
Hoopeston, IL 60942
217-283-5833



**310 E MAIN ST
SETTLEMENT**

Ordinance No. _____
**An Ordinance Approving Settlement and Release of Claim and
Associated Transaction**

WHEREAS, a dispute exists between the City of Hoopeston and the owner of real estate adjacent to derelict property demolished by or for the City of Hoopeston.

WHEREAS, in the opinion of the Hoopeston City Council, the interests of the City and its people would be best served by the resolution of this dispute by agreement

WHEREAS, in the opinion of the Hoopeston City Council, the three-foot-wide strip of land to be transferred pursuant to that Agreement and described more specifically herein below is no longer necessary, appropriate, required for the use of, profitable to, or in the best interests of the City of Hoopeston to retain.

NOW, THEREFORE, IT BE ORDAINED, by the Mayor and Hoopeston City Council, in the County of Vermilion and State of Illinois, and it is hereby enacted and ordained by the authority of same as follows:

1. The Settlement and Release of Claim ('Settlement' or 'Agreement') attached as Appendix A to this Ordinance is approved.
2. Pursuant to the terms of that Agreement, and conditional on the other party to the Agreement agreeing to be legally bound by that Agreement and to take on the obligations imposed on her herein, the City of Hoopeston authorizes and directs the transfer of ownership of the strip of land in question, more specifically described as:
The Eastmost three feet of Lot 37 in the Original Town of Hoopeston, situated in Vermilion County, Illinois.

This ordinance is hereby passed by an affirmative vote, the "ayes" and "nays" being called, by a majority of the Aldermen of the City Council of the City of Hoopeston at a regular meeting of the Council, consisting of not less

than three-fourths of the Aldermen of the City Council of Hoopeston at that time holding office, on the _____ day of _____, 2024.

AYES _____

NAYS _____

ABSENTEES

ABSTENTIONS _____

Passed this _____ day of _____, 2024.

Approved this _____ day of _____, 2024.

Jeff Wise
Mayor of the City Council of the
City of Hoopeston

ATTEST:

Brad Hardcastle
City Clerk

Published in pamphlet form this _____ day of
_____, 2024.

Brad Hardcastle
City Clerk

QUITCLAIM DEED

Return Deed to:
GAIL LANE
310 E MAIN,
HOOPESTON, IL, 60942

Name & Address of
Taxpayer:
GAIL LANE
310 E MAIN,
HOOPESTON, IL, 60942

Transaction exempt from property transfer tax pursuant to 35 ILCS 200/31-45(b)

THIS INDENTURE WITNESSETH, that the Grantor, the City of Hoopeston, Illinois, a municipal corporation, conveys and quitclaims to Grantee, Gail Lane, all interest in the following described real estate:

The Eastmost three feet of Lot 37 in the Original Town of Hoopeston, situated in Vermilion County, Illinois.
Forming a portion of the property presently designated with the PIN 03-12-111-014

Together with all buildings and improvements thereon.

In consideration of and in fulfillment of the Agreement and Mutual Release of Claim executed by and between the parties to this transaction contemporaneously to the signing of this deed, the receipt and sufficiency of which consideration is acknowledged by Grantor.

Subject to 2024 real estate taxes due and payable in 2025, all subsequent real estate taxes and easements and restrictions of record.

In Witness Whereof, the City of Hoopeston, a municipal corporation, by and through its authorized representative _____, the City's _____ has hereunto set its hand this ___ day of _____, 2024.

The City of Hoopeston, by _____

I, the undersigned, a Notary in and for said County in the State aforesaid, do certify that _____ appeared before me and proved his or her identity to me through satisfactory evidence, and being duly authorized acknowledged that he or she signed and delivered said instrument, on behalf of and as the authorized representative of the City of

Hoopeston, a municipal corporation, as said City's voluntary act for the uses and purposes therein set forth.

State of Illinois)
) SS
County of Vermilion)

Given under my hand and notarial seal.
this ____ day of _____, 2024.

Send Tax Statement To: GAIL LANE, 310 E MAIN, HOOPESTON, IL, 60942

Prepared by:
Eric Eves
Acton & Snyder, LLP
220 N. Vermilion Street
Danville, IL 61832
Telephone: (217) 442-0350
Facsimile: (217) 442-0335
E-mail: eric.d.eves@acton-snyder.com

SETTLEMENT AND RELEASE OF CLAIMS

This Settlement and Release of All Claims Agreement (hereinafter, 'Agreement' or 'Release') is made and entered into by and between Gail Lane ('Lane') and the City of Hoopeston ('City'), a municipal corporation.

WHEREAS Gail Lane is the owner of real estate located at 310 E. Main Street, Hoopeston IL and of personal property which is or has been located in or on that real estate or otherwise closely associated with it ('Property').

WHEREAS the City of Hoopeston on or about October 7, 2024 engaged in the demolition (including associated activities such as clearing of debris and backfilling with dirt) of an unsafe building ('Demolition'), adjacent to the Property.

WHEREAS during the course of the Demolition or subsequently as a result of the Demolition having been performed damage occurred or may have occurred to the Property.

WHEREAS Lane acknowledges that repair work on the Property in remediation of damage associated with the Demolition has taken place, which were performed by Silver Bros., Inc. and were paid for or will be paid for by Lee Excavation.

WHEREAS the parties wish to resolve all claims between them, including any and future claims relating in any way to the effects on the Property of the Demolition or the absence of the building demolished, whether direct or indirect, whether from damage directly caused, loss of shelter or support to the Property, or otherwise, whether known at the time of the signing of this agreement or arising or becoming known subsequently.

NOW THEREFORE in consideration of the mutual promises herein, it is agreed as follows.

1. Payment for Basement Wall Reinforcement

City agrees to pay the sum of the sum of FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00) to Silver Bros Inc. on behalf of Lane, for the purposes of construction work to reinforce the western basement wall of the Property. Lane agrees to accept this payment, in combination with the City's commitment for partial reimbursement for the cost of siding installation as described more fully in Paragraph 2 below, as full, final, and complete settlement of any and all claims and causes of action arising from or closely related to the Demolition or its effects on the Property.

2. Siding

Subject to the conditions provided below, the City undertakes a commitment to pay for half of the costs of the installation of siding on the westmost wall of the

Property, and of the installation or reinforcement of framing if this is necessary for the siding to be installed, along with any associated materials costs.

- A. This shall be limited to the installation of siding itself and cost of necessary materials for said installation, and shall include the costs of installing or reinforcing framing on the relevant portion of the Property, but shall not include insulation or other associated work on the relevant portion of the Property, nor any work to be done on any other portion of the Property.
- B. This installation is to be performed by a reputable contractor selected by the City at a reasonable rate given the market conditions and details of the work to be done.
- C. Lane agrees that it is her responsibility, at her expense, to ensure that the Property is in a fit state for such siding and framing work to be done, and that the City's obligation to pay for half of the siding installation costs is conditional on her doing so in a timely manner.
- D. Lane pay one half of the cost of such siding and framing work and associated materials costs.
- E. Lane must decide on or before May 1st, 2025 whether she wishes to have the siding and framing work take place.
- F. This decision must be communicated to the City in writing, and must include an acknowledgement of her responsibility to pay for one half of the costs, and to have the Property in a fit state to have siding and framing work done.
- G. Should Lane not so communicate in writing on or before May 1st, or should she prior to that time communicate to the City that she does not wish to split the costs of installation with the City in this matter, the City shall have no further obligation to pay for siding or framing.

3. Quitclaim Deed

City shall, within a reasonable time from the signing of this agreement taking into account the necessary procedural steps and approvals for the transfer of ownership of land by a municipal corporation, transfer to Lane by quitclaim deed the following described portion of real estate, representing the space occupied by the westmost wall of the building located at 310 E. Main, Hoopeston IL, and more specifically described as follows:

The Eastmost three feet of Lot 37 in the Original Town of Hoopeston, situated in Vermilion County, Illinois.

4. Release of Liability

Lane does hereby release the City and all its respective employees, officials, agents, attorneys, affiliated entities, and representatives liable or who have been claimed to be liable, from all claims.

5. No admission of liability

Lane acknowledges that this Agreement represents a compromise with respect to a disputed claim, and that this Agreement is not an admission of liability on the part of the City or any associated entity or person.

6. Capacity and Reliance

Lane represents that she is an adult of full legal age who is not under a guardianship or other legal status which would prevent her from making her own decisions in legal matters, that she is of sound mind and capable of making her own decision in the matter, that she has had a full opportunity to review the terms of this Agreement prior to signing, and that she has had the opportunity to seek whatever legal counsel or advice that she considers necessary.

7. Third parties, indemnification

Lane represents that she is unaware of any third party having a right to legal action or to reimbursement for damage to or any other effect of the Demolition on the Property. This includes, without limitation, co-owners, those holding some non-ownership form of legal interest in the Property, lien or mortgage holders, insurance companies, contractors, or tenants. As further consideration for the payment and other consideration from the City to Lane, Lane understands that if any lien, legal action, or right of reimbursement in connection with the effects of the Demolition on the Property is asserted by any third party, Lane will defend and indemnify the City and all its respective employees, officials, agents, attorneys, affiliated entities, and representatives against all such claims.

8. Subject to approval by City Council

This agreement is subject to the approval of the City Council of Hoopeston, Illinois.

9. Scope of Agreement

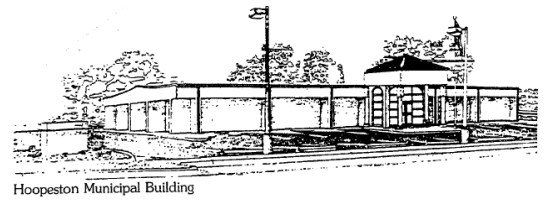
This document contains all the terms and conditions of the agreement between the parties, and no other terms or conditions, express or implied, are intended or relied upon by the parties to the Agreement.

10. Severability

Should any of the provisions of this Agreement be declared or determined by any court to be illegal or invalid, said illegal part or provision shall be deemed to not be a part of this Agreement, and the validity of all remaining parts or provisions will not be affected thereby.

City of Hoopeston

301 W Main St
Hoopeston, IL 60942
217-283-5833



Hoopeston Municipal Building

**ZONING CHANGE
ORDINANCE**

**AN ORDINANCE APPROVING A ZONING CHANGE WITH RESPECT TO CERTAIN PROPERTY
WITHIN THE CITY OF HOOPESTON, ILLINOIS**

WHEREAS, following the notice in written and publication form as required by the Ordinances of the City of Hoopeston and the Illinois Municipal Code, the Zoning Board of Appeals conducted a public hearing on November 14, 2024, to address the question of granting a zoning change with respect to property located at 215 E Penn Street, Hoopeston, Illinois; and

WHEREAS, as a result of said hearing the Zoning Board of Appeals made findings that the property in question is clearly located in a residential area; and

WHEREAS, as a result of considering the relevant factors and the issues raised by the hearing more generally, the Zoning Board of Appeals has recommended by a majority vote that the property in question should be changed to residential; and

WHEREAS, as a result of this deliberation and the consideration of this evidence and these issues, the Zoning Board of Appeals has recommended to the City Council that the property should be changed from zoned commercial to zoned residential as meeting the requirements of the zoning code of the City of Hoopeston, and has forwarded its findings of fact and recommendation to the City Council in accordance with Illinois State Law and the ordinances of the City of Hoopeston; and

WHEREAS, having considered the report and recommendations of the Zoning Board of Appeals, in light of the factors discussed above and of the general public interest and well-being of the City of Hoopeston, the City Council finds that the public interest will be served by the adoption of the recommendation of the Zoning Board of Appeals as an ordinance of the City of Hoopeston.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOOPESTON,
PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

SECTION 1. The City Council finds all the recitals contained in the preamble of this ordinance are true, correct, and complete, and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The City Council hereby accepts the recommendations of the Zoning Board of Appeals that the Hoopeston Zoning Code and map be varied as set forth in subsequent sections of this ordinance, with respect to the property commonly known as 215 E Penn Street, Hoopeston, Illinois, bearing the Property Index Number 03-12-302-002 (“the Property”).

SECTION 3. The Property is hereby by the operation of this ordinance granted a change in zoning from the terms of the Zoning Code of the City of Hoopeston as follows:

1. The Property is currently zoned as B1 Commercial.
2. This ordinance shall change the Property as zoned R1 Residential.

SECTION 4. The City Clerk is hereby instructed to record a certified copy of this ordinance with the Office of the Vermilion County Recorder of Deeds, and to publish this ordinance in pamphlet form.

SECTION 5. To the extent that any existing ordinance, resolution, motion, or part thereof conflicts with the provisions of this ordinance, it is repealed to the extent of the conflict.

SECTION 6. If any provision or portion of this ordinance shall be declared to be invalid or unenforceable by a court of competent jurisdiction, this determination shall not affect the validity or enforceability of the remaining provisions and portions to the extent that they can be given effect without the invalid or unenforceable provision or portion.

SECTION 7. This ordinance shall enter into full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed and adopted by the City of Hoopeston this

_____ day of _____, 2024 by a vote of _____ **AYES** and _____ **NAYS** to _____ **ABSTENTIONS** of the City Council of Hoopeston, Illinois

___ Kellie Ferrell	___ Robin Lawson
___ Michael Ferrell	___ Joe Garrett
___ Stephen Eyrich	___ Bob Porth
___ _____	___ Tim Scharlach

Mayor, Jeff Wise

City Clerk, Bradley Hardcastle