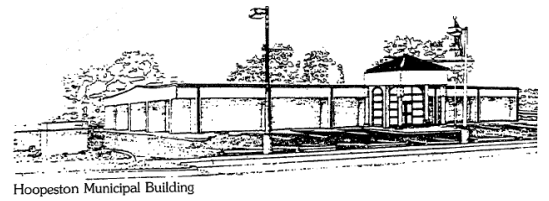


City of Hoopeston

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



DECEMBER 17, 2024
REGULAR CITY COUNCIL MEETING
MEETING PACKET



**CITY OF HOOPESTON
CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 17, 2024
7:00 PM | CITY HALL**

<p>DATE POSTED: Friday, December 13, 2024 REMOTE MEETING LINK: https://us06web.zoom.us/j/86997427801 REMOTE MEETING ID: 869 9742 7801</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
- VII. PETITIONS TO THE COUNCIL
- VIII. PUBLIC COMMENT
- IX. EXECUTIVE SESSION
- X. REPORT OF OFFICERS
 - a. EYRICH
 - i. RESOLUTION AWARDING THE BID FOR THE MARKET ST WATER MAIN PROJECT
 - b. K. FERRELL
 - c. M. FERRELL
 - d. GARRETT
 - e. LAWSON
 - f. MCELHANEY
 - g. PORTH

i. RESOLUTION APPROVING THE PURCHASE OF LIABILITY INSURANCE

ii. ORDINANCE ADJUSTING THE BUDGET FOR ARPA FUNDS REALLOCATION

h. SCHARLACH

XI. COMMUNICATIONS TO THE COUNCIL

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. MAYOR COMMENTS:

a. RESOLUTION AWARDING THE BID TO PURCHASE 511 W MAIN ST

b. RESOLUTION AUTHORIZING THE PURCHASE OF 303 E MAIN ST

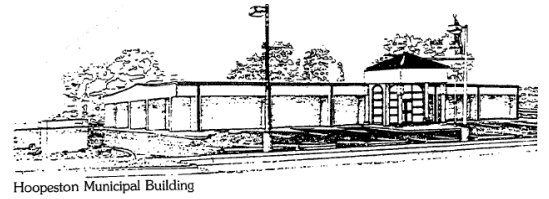
c. NEXAMP SOLAR COMMUNITY BENEFITS AGREEMENT RESOLUTION

XV. ATTORNEY COMMENTS

XVI. ADJOURNMENT

City of Hoopeston

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



MINUTES FROM

12-3-24 CITY COUNCIL MEETING

REGULAR CITY COUNCIL MEETING

CITY OF HOOPESTON

TUESDAY, DECEMBER 3, 2024

7:00 PM – CITY HALL

- I. CALL TO ORDER – Mayor Wise 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, Scharlach. Mayor Wise, Clerk Hardcastle, and Attorney Miller were also present.
- III. AMENDMENT OR APPORVAL OF THE AGENDA – Alderwoman K. Ferrell moved to approve the agenda. Alderman M. Ferrell seconded the motion. Motion was carried 8-0.
- IV. APPROVAL OF THE MINUTES FROM THE PREVIOUS COUNCIL MEETING – Alderman Garrett moved to approve the minutes from the previous council meeting. Alderman McElhaney seconded the motion. Motion was carried 8-0.
- V. APPROVAL OF THE PAYMENT OF THE BILLS – Alderman McElhaney moved to approve the payment of they city’s bills. Alderwoman Lawson seconded the motion. A roll call vote was taken (Ayes: Eyrich, K. Ferrell, M. Ferrell, Lawson, McElhaney, Porth, Scharlach – Nays: None – Abstentions: None – Absent: None) and the bills were approved 8-0.
- VI. PRESENTATIONS – None
- VII. PETITIONS TO THE COUNCIL – None
- VIII. PUBLIC COMMENT – None
- IX. EXECUTIVE SESSION – None
- X. REPORT OF OFFICERS
 - a. EYRICH
 - i. Nothing to report.
 - b. K. FERRELL

i. Nothing to report.

c. M. FERRELL

i. Nothing to report.

d. GARRETT

i. Nothing to report.

e. LAWSON

i. RESOLUTION 2025-23 – FAÇADE GRANT APPLICATION – Alderwoman Lawson moved to approve the resolution awarding a \$5000 façade grant to Lance Raver for the work on his building. Alderman Scharlach seconded the motion. The grant application and photos were shared with the council. A roll call vote was taken (Ayes: Eyrich, K. Ferrell, M. Ferrell, Lawson, McElhaney, Porth, Scharlach – Nays: None – Abstentions: None – Absent: None) and the resolution was approved 8-0.

f. MCELHANEY

i. LEAF PICKUP – The Street and Alley Department is wrapping up leaf pickup in the next week.

ii. SNOW ROUTES – Alderman McElhaney reminded residents to abide by the snow routes once they are put into effect.

g. PORTH

i. ORDINANCE 2025-12 - TAX LEVY – Alderman Porth reviewed the tax levy. The levy increased by about \$18,000 which is less than 2%. Alderman Porth moved to approve the ordinance. Alderman M. Ferrell seconded the motion. A roll call vote was taken (Ayes: Eyrich, K. Ferrell, M. Ferrell, Lawson, McElhaney, Porth, Scharlach – Nays: None – Abstentions: None – Absent: None) and the ordinance was approved 8-0.

ii. INSURANCE – The Finance Committee met 2 weeks ago to discuss the insurance proposals. Alderman Porth has met with both insurance companies that placed put in proposals and the Finance Committee will meet on December 10, 2024, at 3:00 pm to discuss the proposals. This would include all insurance except health insurance.

iii. GROCERY TAX – The Finance Committee will be addressing the 1% grocery tax soon.

h. SCHARLACH

i. AMBULANCE CONTRACT – The proposed contract with Arrow Ambulance is still being reviewed by the committee. The city will submit their revisions to Arrow this week.

ii. LADDER TRUCK – The surplus ladder truck will be going to Mowery Auction soon.

iii. FIRE STATION DAMAGE – The main fire station was damaged recently due to a vehicle colliding with it. Claims have been made to the city's insurance.

XI. COMMUNICATIONS TO THE COUNCIL – None

XII. UNFINISHED BUSINESS – None

XIII. NEW BUSINESS – None

XIV. MAYOR COMMENTS

a. HOTEL DEVELOPMENT – Mayor Wise advised that he did receive an email from the investment group, but it was the same communication as he had been getting. Attorney Miller advised that there was slight movement in the request, but he was neutral on whether it was enough progress. The council agreed to stand by the last vote, which was to return the money to the county if sufficient progress had not been made. This allows the county to reallocate their money and the city to reallocate the remaining ARPA funds.

b. ESSEX BUILDING – Mayor Wise advised that the city will be pursuing an aggressive stance on the Essex property and getting the property back. Attorney Miller advised that Mr. Acton filed paperwork on the last day to do so and it will be a contested matter. Mayor Wise stated that if the city gets the property back, it will be turned over to the hotel developers.

c. ARPA FUNDS – The remaining ARPA funds left from the hotel development will need to be allocated by the next meeting. Attorney Miller advised to make sure and check with the accountants on the matter.

XV. ATTORNEY COMMENTS

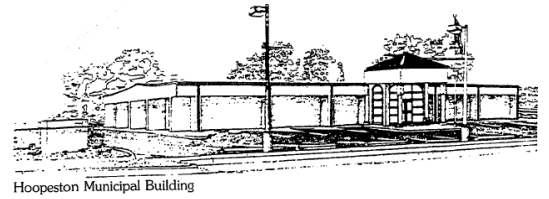
- a. SMALL CLAIMS ACTIVITY – Attorney Miller reviewed the ongoing small claims activity involving the city.
 - b. FIFTH ST PROPERTY – Since one of the heirs has disappeared, Eric is going a different route to get the property cleaned up.
 - c. BURNED OUT PROPERTIES – Mayor Wise and Eric will be sitting down to come up with ways to streamline action on the burned-out properties.
 - d. 627 E YOUNG – This property is in step 2 of the process on getting it cleaned up. Alderwoman K. Ferrell advised that she needs to meet with Attorney Miller on the next steps.
 - e. MCFERREN BUILDING – Alderman Garrett asked about action on the downtown McFerren building. Mayor Wise answered that he met with the owner and will be meeting with them again and including Vermilion Advantage.
- XVI. ADJOURNMENT – There being no further action to come before the council, Alderwoman K. Ferrell moved to adjourn the meeting. Alderman Garrett seconded the motion. Motion was carried 8-0. Meeting adjourned at 7:37 pm.

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
01-50-412 MAINT & REPAIR EQUIP-GF						
MICHAEL SIEMERS	1238	ALDERMAN UPDATES/CITY WIN	12/02/2024	1,000.00	.00	
Total 01-50-412 MAINT & REPAIR EQUIP-GF:				1,000.00	.00	
01-50-437 RENTALS-GF						
DTI OFFICE SOLUTIONS	150023	COPY MACHINE CONTRACT BA	12/05/2024	31.89	.00	
Total 01-50-437 RENTALS-GF:				31.89	.00	
01-50-452 OTHER PROF SERVICE-GF						
TRANSUNION RISK & ALTERNA	191415-202411-1	BACKGROUND CHECK SUBSC	12/05/2024	80.00	.00	
Total 01-50-452 OTHER PROF SERVICE-GF:				80.00	.00	
01-50-465 OFFICE SUPPLIES-GF						
AMAZON CAPITAL SERVICES	174XRFH9RK1T	FLEXBOOT CABLES/REPLACE	12/05/2024	36.46	.00	
AMAZON CAPITAL SERVICES	1MKGPDFGLLD3	KEY FOBS, KEY CARDS	12/05/2024	45.96	.00	
Total 01-50-465 OFFICE SUPPLIES-GF:				82.42	.00	
01-51-437 RENTALS-S/A						
DEPKE WELDING SUPPLIES IN	0002349499	TANK RENTAL	12/05/2024	49.60	.00	
Total 01-51-437 RENTALS-S/A:				49.60	.00	
01-51-452 OTHER PROF SERVICES S/A						
TRANSUNION RISK & ALTERNA	191415-202411-1	BACKGROUND CHECK SUBSC	12/05/2024	20.00	.00	
Total 01-51-452 OTHER PROF SERVICES S/A:				20.00	.00	
01-53-467 UNIFORMS						
DON STEBBINS	PO83852	WORK BOOTS/HOODED JACKE	12/05/2024	162.69	.00	
Total 01-53-467 UNIFORMS:				162.69	.00	
04-50-428 TELEPHONE-POOL						
SPARKLIGHT	128633153/1224	PNONE & INTERNET-POOL	12/06/2024	40.55	.00	
Total 04-50-428 TELEPHONE-POOL:				40.55	.00	
05-50-421 GARBAGE DISPOSAL-G						
REPUBLIC SERVICES #726	0726000983039	RESIDENTIAL CONTRACT	12/06/2024	35,420.70	.00	
Total 05-50-421 GARBAGE DISPOSAL-G:				35,420.70	.00	
07-50-412 MAINT & REPAIR EQUIPMENT-PD						
MICHAEL SIEMERS	1238	POLICE & WINDOWS UPDATES	12/02/2024	375.00	.00	
Total 07-50-412 MAINT & REPAIR EQUIPMENT-PD:				375.00	.00	
07-50-437 RENTALS-PD						
DTI OFFICE SOLUTIONS	150023	COPY MACHINE CONTRACT BA	12/05/2024	49.02	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 07-50-437 RENTALS-PD:				49.02	.00	
18-1070 PASSBOOK SAVINGS PARK-SP						
ANTHEM	80164	2025 CHEVROLET SILVERADO	12/06/2024	47,846.00	.00	
Total 18-1070 PASSBOOK SAVINGS PARK-SP:				47,846.00	.00	
20-51-437 RENTALS-W ADM						
DTI OFFICE SOLUTIONS	150023	COPY MACHINE CONTRACT BA	12/05/2024	15.95	.00	
Total 20-51-437 RENTALS-W ADM:				15.95	.00	
20-52-437 RENTALS-S ADM						
DTI OFFICE SOLUTIONS	150023	COPY MACHINE CONTRACT BA	12/05/2024	15.95	.00	
Total 20-52-437 RENTALS-S ADM:				15.95	.00	
20-53-451 ENGINEERING-W TREAT						
DONOHUE & ASSOCIATES	13528-49	TASK #7 WTP IMPROVEMENTS	12/05/2024	15,898.34	.00	
Total 20-53-451 ENGINEERING-W TREAT:				15,898.34	.00	
20-54-451 ENGINEERING-W SYSTEM						
DONOHUE & ASSOCIATES	13528-49	TASK #6 WS IMPROVEMENTS	12/05/2024	135.00	.00	
Total 20-54-451 ENGINEERING-W SYSTEM:				135.00	.00	
30-50-437 RENTALS-COM						
DTI OFFICE SOLUTIONS	150023	COPY MACHINE CONTRACT BA	12/05/2024	49.02	.00	
Total 30-50-437 RENTALS-COM:				49.02	.00	
50-2270 INSURANCE						
AFLAC	374996	insurance	12/06/2024	901.99	.00	
Total 50-2270 INSURANCE:				901.99	.00	
Grand Totals:				102,174.12	.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
01-50-411 MAINT & REPAIR BLDGS-GF						
TERMINIX	1268713	QUARTERLY PEST CONTROL-C	12/13/2024	24.00	.00	
Total 01-50-411 MAINT & REPAIR BLDGS-GF:				24.00	.00	
01-50-435 UTILITIES-GF						
IL Power Marketing dba Homefiel	031600004809	ELECTRIC-CITY HALL 40000172	12/13/2024	17.87-	.00	
Total 01-50-435 UTILITIES-GF:				17.87-	.00	
01-50-499 LIBRARY REP TAX EXPENSE						
HOOPESTON PUBLIC LIBRARY	S0282806	PROPERTY REPLACEMENT TA	12/13/2024	1,608.41	.00	
Total 01-50-499 LIBRARY REP TAX EXPENSE:				1,608.41	.00	
01-51-435 UTILITIES-S/A						
IL Power Marketing dba Homefiel	031600004834	ELECTRIC-STREET&ALLEY GA	12/13/2024	165.75-	.00	
Total 01-51-435 UTILITIES-S/A:				165.75-	.00	
01-51-472 GAS & OIL-S/A						
ILLINI FS	07645801224	FUEL-STREET/ALLEY	12/13/2024	704.96	.00	
Total 01-51-472 GAS & OIL-S/A:				704.96	.00	
01-53-435 UTILITIES-CEMETERY						
IL Power Marketing dba Homefiel	030320064051	ELECTRIC-CEMETERY 4000017	12/13/2024	359.78	.00	
Total 01-53-435 UTILITIES-CEMETERY:				359.78	.00	
01-53-472 GAS & OIL CEMETERY						
ILLINI FS	07645801224	FUEL-CEMETERY	12/13/2024	975.20	.00	
Total 01-53-472 GAS & OIL CEMETERY:				975.20	.00	
02-50-435 UTILITIES-P						
AMEREN CIPS ILLINOIS	3647004626/1224	GAS-GIRL SCOUT HOUSE 3647	12/13/2024	267.25	.00	
AMEREN CIPS ILLINOIS	4647004723/1224	ELECTRIC-MCFERREN PARK R	12/13/2024	822.92	.00	
IL Power Marketing dba Homefiel	030320063778	ELECTRIC-BALL FIELD STORA	12/13/2024	55.25	.00	
IL Power Marketing dba Homefiel	030320063788	ELECTRIC-CAMP SPOT 400001	12/13/2024	50.78	.00	
IL Power Marketing dba Homefiel	030320063791	ELECTRIC-BALL FIELD DIAMON	12/13/2024	23.66	.00	
IL Power Marketing dba Homefiel	030320064067	ELECTRIC-BALL FIELD PARK 40	12/13/2024	21.20	.00	
IL Power Marketing dba Homefiel	031040009865	ELECTRIC-CIVIC CENTER PEN	12/13/2024	18.21	.00	
IL Power Marketing dba Homefiel	031280007965	ELECTRIC-CIVIC CENTER W PE	12/13/2024	670.93	.00	
IL Power Marketing dba Homefiel	031360005869	ELECTRIC-GIRL SCOUT HOUSE	12/13/2024	85.62	.00	
IL Power Marketing dba Homefiel	031360005879	ELECTRIC-MIDGET FOOTBALL	12/13/2024	86.43	.00	
IL Power Marketing dba Homefiel	031600004829	ELECTRIC-LITTLE LEAGUE FIE	12/13/2024	2.35	.00	
Total 02-50-435 UTILITIES-P:				2,104.60	.00	
02-50-472 GAS & OIL-P						
ILLINI FS	07645801224	FUEL-PARK	12/13/2024	946.33	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 02-50-472 GAS & OIL-P:				946.33	.00	
07-50-411 MAINT & REPAIR BLDGS-PD						
TERMINIX	1268713	QUARTERLY PEST CONTROL-P	12/13/2024	24.00	.00	
Total 07-50-411 MAINT & REPAIR BLDGS-PD:				24.00	.00	
07-50-435 UTILITIES-PD						
IL Power Marketing dba Homefiel	031600004809	ELECTRIC-CITY HALL 40000172	12/13/2024	17.86-	.00	
Total 07-50-435 UTILITIES-PD:				17.86-	.00	
07-50-472 GAS & OIL-PD						
ILLINI FS	07645801224	FUEL-POLICE	12/13/2024	2,283.30	.00	
Total 07-50-472 GAS & OIL-PD:				2,283.30	.00	
08-50-411 MAINT & REPAIR BLDGS-F						
TERMINIX	1268713	QUARTERLY PEST CONTROL-FI	12/13/2024	24.00	.00	
Total 08-50-411 MAINT & REPAIR BLDGS-F:				24.00	.00	
08-50-472 GAS & OIL-F						
ILLINI FS	07645801224	FUEL-FIRE	12/13/2024	192.11	.00	
Total 08-50-472 GAS & OIL-F:				192.11	.00	
18-1070 PASSBOOK SAVINGS PARK-SP						
RAHN EQUIPMENT COMPANY	56058	INSTALL GRIP STEPS ON NEW	12/13/2024	610.00	.00	
RAHN EQUIPMENT COMPANY	56059	INSTALLATION OF DURACCLASS	12/13/2024	14,816.34	.00	
Total 18-1070 PASSBOOK SAVINGS PARK-SP:				15,426.34	.00	
20-51-411 MAINT & REPAIR BLDG-W ADM						
TERMINIX	1268713	QUARTERLY PEST CONTROL-	12/13/2024	12.00	.00	
Total 20-51-411 MAINT & REPAIR BLDG-W ADM:				12.00	.00	
20-51-435 UTILITIES-W ADM						
IL Power Marketing dba Homefiel	031600004809	ELECTRIC-CITY HALL 40000172	12/13/2024	8.94-	.00	
Total 20-51-435 UTILITIES-W ADM:				8.94-	.00	
20-51-443 POSTAGE-W ADM						
HOOPESTON POSTMASTER	642617968	POSTAGE-WATER BILLINGS/DE	12/13/2024	412.38	.00	
Total 20-51-443 POSTAGE-W ADM:				412.38	.00	
20-52-411 MAINT & REPAIR BLDGS-S ADM						
TERMINIX	1268713	QUARTERLY PEST CONTROL-S	12/13/2024	12.00	.00	
Total 20-52-411 MAINT & REPAIR BLDGS-S ADM:				12.00	.00	
20-52-435 UTILITIES-S ADM						
IL Power Marketing dba Homefiel	031600004809	ELECTRIC-CITY HALL 40000172	12/13/2024	8.94-	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 20-52-435 UTILITIES-S ADM:				8.94-	.00	
20-52-443 POSTAGE-S ADM						
HOOPESTON POSTMASTER	642617968	POSTAGE-WATER BILLINGS/DE	12/13/2024	412.39	.00	
Total 20-52-443 POSTAGE-S ADM:				412.39	.00	
20-53-416 EPA LOAN PAYMENT						
SCHOMBURG & SCHOMBURG	PO81511	WATER TREATMENT PLANT IM	12/13/2024	170,900.33	.00	
Total 20-53-416 EPA LOAN PAYMENT:				170,900.33	.00	
20-53-435 UTILITIES-W TREAT						
AMEREN CIPS ILLINOIS	0547006638/1224	GAS-PUMP HOUSE 0547006638	12/13/2024	799.32	.00	
IL Power Marketing dba Homefiel	030720023316	ELECTRIC-PUMP HOUSE 40000	12/13/2024	94.90	.00	
IL Power Marketing dba Homefiel	031600004811	ELECTRIC-WATER DEPT 40000	12/13/2024	3,859.03	.00	
Total 20-53-435 UTILITIES-W TREAT:				4,753.25	.00	
20-54-466 OTHER SUPPLIES-W SYSTEM						
UTILITY SUPPLY COMPANY INC	1505614	3/4 MUELLER CTS COMPRESSI	12/13/2024	165.48	.00	
Total 20-54-466 OTHER SUPPLIES-W SYSTEM:				165.48	.00	
20-54-472 GAS & OIL-W SYSTEM						
ILLINI FS	07645801224	FUEL-WATER	12/13/2024	323.34	.00	
Total 20-54-472 GAS & OIL-W SYSTEM:				323.34	.00	
20-56-435 UTILITIES0-S SYSTEM						
IL Power Marketing dba Homefiel	030880018420	ELECTRIC-RT 9 LIFT STATION 4	12/13/2024	.54	.00	
Total 20-56-435 UTILITIES0-S SYSTEM:				.54	.00	
20-56-472 GAS & OIL-S SYSTEM						
ILLINI FS	07645801224	FUEL-SEWER	12/13/2024	323.34	.00	
Total 20-56-472 GAS & OIL-S SYSTEM:				323.34	.00	
30-50-411 MAINT & REPAIR BLDGS-COM						
TERMINIX	1268713	QUARTERLY PEST CONTROL-C	12/13/2024	24.00	.00	
Total 30-50-411 MAINT & REPAIR BLDGS-COM:				24.00	.00	
30-50-435 UTILITIES-COM						
IL Power Marketing dba Homefiel	031600004809	ELECTRIC-CITY HALL 40000172	12/13/2024	17.87-	.00	
Total 30-50-435 UTILITIES-COM:				17.87-	.00	
Grand Totals:				201,774.85	.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: _____

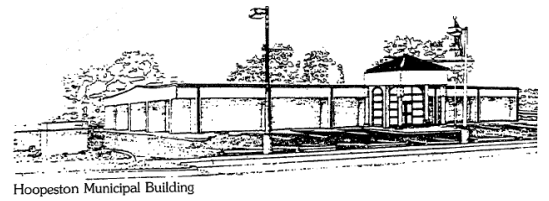
City Treasurer: _____

Report Criteria:

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

City of Hoopeston

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



**RESOLUTION AWARDING A BID FOR
THE MARKET ST WATER MAIN
REPLACEMENT**

RESOLUTION 2025 - _____

A RESOLUTION
AWARDING A BID FOR THE MARKET STREET WATER MAIN REPLACEMENT PROJECT – WATER
DEPARTMENT

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

Section 1. That sealed bids for the replacement of the Market Street water main (Donohue Project No. 13528.006B) were opened on November 26, 2024 at 10:00 am.

Section 2. The following four (4) bids were received:

Iroquois Paving Corporation:	\$535,890.00
Cross Construction Inc.:	\$568,215.00
SNC Construction Inc.:	\$562,309.89
Schomburg & Schomburg:	\$657,049.39

Section 3. Donohue and Associates reviewed the bids for the work and have given the opinion that the lowest bidder, Iroquois Paving Corporation, submitted a responsive, responsible bid and is capable of performing the work as specified.

Section 4. The awarding of this bid is on the condition of the closing of the IEPA’s SRF loan.

Section 5. That the mayor, or his designee, is hereby authorized to execute an agreement and signed associated documents based on the bid accepted in Section 3 above.

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.

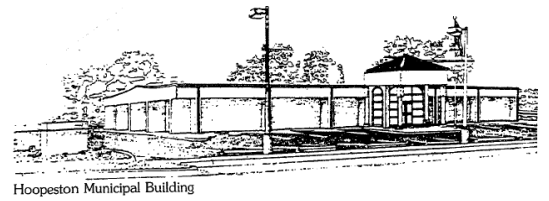
___ Kellie Ferrell	___ Robin Lawson
___ Michael Ferrell	___ Joe Garrett
___ Stephen Eyrich	___ Bob Porth
___ Toby McElhaney	___ Tim Scharlach

Mayor Jeff Wise

City Clerk Bradley Hardcastle

City of Hoopeston

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



**RESOLUTION AWARDING A BID FOR
LIABILITY INSURANCE SERVICES**

RESOLUTION 2025 _____

A RESOLUTION

ACCEPTING A BID FOR THE PURCHASE OF LIABILITY INSURANCE SERVICES – ADMINISTRATION

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

Section 1. That the bid for the purchase of liability insurance services in the total amount of two hundred thirty-six thousand, nine hundred and forty dollars (\$236,940.00), received from Gallagher, is hereby approved and accepted.

Section 2. That the Mayor, or his designee, is hereby authorized to execute an agreement based on the bid accepted in Section 1 above.

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.

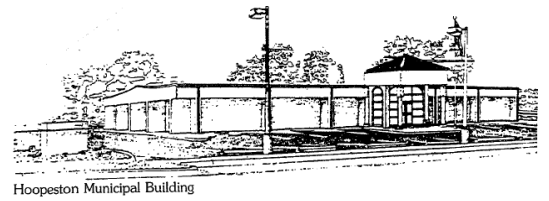
___ Kellie Ferrell	___ Robin Lawson
___ Michael Ferrell	___ Joe Garrett
___ Stephen Eyrich	___ Bob Porth
___ Toby McElhaney	___ Tim Scharlach

Mayor Jeff Wise

City Clerk Bradley Hardcastle

City of Hoopeston

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



**ORDINANCE AMENDING THE
ANNUAL BUDGET**

ORDINANCE 2025 - _____

AMENDING THE ANNUAL BUDGET FOR ARPA FUNDS

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

Section 1. That the Fiscal Year 2025 annual budget approved in Ordinance 2024-24, is amended for ARPA Funds as shown below:

Air Packs – Fire Department	-	\$30,000
Squad Car – Police Department	-	\$50,000
Court Management Software - Municipal Court	-	\$15,000
Computer Replacement – Administration	-	\$2,000
Supplies – Animal Control	-	\$2,000
Laptop Computer – Police Department	-	\$1,000
Market St Water Main Replacement – Water	-	\$100,000

Section 2. That the city operations manager is hereby authorized to amend the Annual Budget to conform to the provisions of this Ordinance.

Section 3. That this Ordinance shall be effective upon passage.

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.

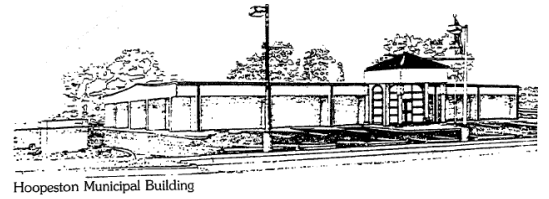
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___ Michael Ferrell ___ Joe Garrett
___ Stephen Eyrich ___ Bob Porth
___ Toby McElhaney ___ Tim Scharlach

Mayor Jeff Wise

City Clerk Bradley Hardcastle

City of Hoopeston

301 W Main St
Hoopeston, IL 60942
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Hoopeston Municipal Building

**RESOLUTION AWARDING A BID FOR
511 W MAIN ST**

RESOLUTION 2025 - _____

A RESOLUTION
AWARDING A BID FOR THE PURCHASE OF 511 W. MAIN ST. – ADMINISTRATION

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

Section 1. That sealed bids for the purchase of 511 W. Main St. were opened on
December 13, 2024 at 10:00 am.

Section 2. The following two (2) bids were received:

Ginger Bertram:	\$1013.00
Aldredo Puebla	\$1101.00

Section 3. That the bid for the purchase of 511 W. Main St in the amount of
_____, received from _____, 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.

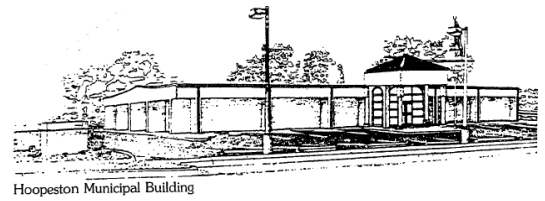
___ Kellie Ferrell	___ Robin Lawson
___ Michael Ferrell	___ Joe Garrett
___ Stephen Eyrich	___ Bob Porth
___ Toby McElhaney	___ Tim Scharlach

Mayor Jeff Wise

City Clerk Bradley Hardcastle

City of Hoopeston

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



**RESOLUTION AUTHORIZING THE
PURCHASE OF 303 E MAIN ST**

RESOLUTION NO. _____
AUTHORIZING THE ACQUISITION OF PROPERTY

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

Section 1. That the TAX TRUSTEE OF VERMILION COUNTY has a property available to the City in which the City sees a possible economic development opportunity. The price to acquire the property is _____.

Section 2. The acquired real property's legal description is CITY OF HOOPESTON EX 50'S END, L77 (tract GRTL0072) with addresses of 303 E Main St, Hoopeston, Illinois.

Section 3. That the Mayor is hereby authorized to execute the agreement approved in Section 1 above substantially the same form as attached hereto.

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.

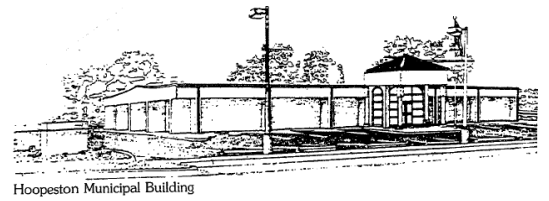
___ Kellie Ferrell ___ Robin Lawson
___ Michael Ferrell ___ Joe Garrett
___ Stephen Eyrich ___ Bob Porth
___ Toby McElhaney ___ Tim Scharlach

Mayor Jeff Wise

City Clerk Bradley Hardcastle

City of Hoopeston

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



**RESOLUTION ACCEPTING NEXAMP
SOLAR'S COMMUNITY BENEFITS
AGREEMENT**

CITY OF HOOPESTON, IL

RESOLUTION NO. _____

RESOLUTION RE: COMMUNITY BENEFITS AGREEMENT WITH HOOPESTON RENEWABLES, LLC

WHEREAS, the City of Hoopeston, Illinois, has zoning jurisdiction and annexation power over certain properties;

WHEREAS, the City of Hoopeston, Illinois held a public hearing on the proposed commercial solar energy facility (Project) of Nexamp (Hoopeston Renewables, LLC);

WHEREAS, the City of Hoopeston approved the Conditional Use Permit Application of Hoopeston Renewables, LLC on November 5, 2024;

WHEREAS, Hoopeston Renewables, LLC, must also receive a Building Permit from the City of Hoopeston, Illinois prior to constructing the Project;

WHEREAS, Hoopeston Renewables, LLC, has proposed a Community Benefits Agreement (Exhibit A, hereto) with the City of Hoopeston, Illinois, as a matter of good will and to support the local community; and

WHEREAS, a Community Benefits Agreement would provide significant benefits to the local citizens of the City.

NOW THEREFORE BE IT RESOLVED, the City Council of City of Hoopeston hereby approves the form and substance of the Community Benefits Agreement, and gives the Mayor authority to execute the agreement on the City's behalf.

ADOPTED this ____ day of _____, 2024.

Yeas ____ Nays ____ Abstention ____

Mayor of City of Hoopeston

Clerk of City of Hoopeston

COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement (“**Agreement**”) is made and entered into effective as of the ____ day of _____, 2024 (“**Effective Date**”), by and between Hoopeston Renewables, LLC, a Delaware limited liability company (“the “**Company**”), and the City of Hoopeston, Illinois, an Illinois municipal corporation (“**Recipient**” or “**City**”) (together, the “**Parties**” or, individually, a “**Party**”).

A. The Company is exploring the possibility of developing, constructing, and owning a Commercial Solar Energy Facility system near Hoopeston, IL in Vermilion County, Illinois (the “**Project**”) that, if constructed, will generate pollution-free electricity.

B. The development, construction and commercial operation of the Project and the resulting revenues, investment and jobs created will provide substantial benefits to residents of the Recipient and the broader community.

C. The Project will be located contiguous to a portion of Recipient’s Eastern municipal boundary.

D. The Recipient, as an Illinois municipal corporation, possesses certain statutory planning and annexation authority within territory located in the area immediately adjacent to the Recipient’s corporate boundaries.

E. The Company, as a new member of the local business community, wishes to demonstrate good citizenship by making a commitment to Recipient to assist in improving and maintaining a physical, business, educational and social environment that benefits the residents of the City.

F. Subject to the terms and conditions hereof, (i) the Company desires to demonstrate that commitment by making a voluntary benefit payment (“**Benefit Payment**”) to Recipient, and (ii) Recipient agrees to accept the Benefit Payment and supports the development of the Project. The Parties therefore agree as follows:

1. Benefit Payment. Company hereby agrees to make the Benefit Payment to the City according to the following payment schedule: (i) within thirty (30) days after the Project has begun delivering energy in commercial quantities to the electric grid (“**Commercial Operation**”), Company shall make an initial payment equal to ten thousand dollars (\$10,000.00); and (ii) Company shall make subsequent annual payments equal to ten thousand (\$10,000.00) within thirty (30) days after each anniversary of the initial annual payment. Company’s obligation to make annual disbursements of the Benefit Payment after the initial payment shall cease after the 20th year following Commercial Operation or the date on which the Project permanently stops delivering electricity to the electric grid and/or commences decommissioning, whichever date shall occur first. The Parties agree that all or a portion of the Benefit Payment may be made directly to Recipient by an affiliate of the Company.

2. Use of Benefit Payment. The Benefit Payment shall be used by Recipient to support local projects and initiatives on behalf of the citizens of the City related to some or all of the following areas: economic development, community health and safety, environment, biodiversity, parks and

recreation, arts and cultural activities, education, youth programming (i.e. mentoring programs, youth centers, youth activities, community-based activities), disadvantaged individuals, community infrastructure improvements (e.g., roadways, buildings, parks, bridges), disaster relief and community capital assets (e.g., plows, emergency vehicles, tractors), first responder and emergency service programs, construction (or demolition of abandoned buildings), and operation and maintenance of local public roadways and roadway appurtenances and projects directly related to local public roadways and roadway appurtenances (“**Permitted Activities**”). The Benefit Payment shall not provide support of funds to any churches, religious organizations or political activities of any nature, and the Benefit Payment shall not be used to pay for any regular municipal expenses or liabilities, including but not limited to salaries, benefits, or other compensation to employees of the Recipient. Recipient agrees that the Benefit Payment shall only be used for Permitted Activities.

3. Expenses Incurred. Each Party to this Agreement shall pay its own costs and expenses, including attorney’s fees, incurred in connection with the negotiation of this Agreement and the transactions contemplated by this Agreement.

4. Notices. All notices, requests and other communications to any Party hereunder shall be in writing and shall be deemed given if delivered personally, emailed (which is confirmed by the recipient) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time):

To Recipient: City of Hoopeston
301 West Main Street
Attn: Mayor and City Council
Hoopeston, IL
Email: _____

To Company: Hoopeston Renewables, LLC
101 Summer Street, 2nd Floor
Boston, MA
Attn: Jack Curry
Email: jcurry@nexamp.com

(a) Representations and Warranties of Recipient. Recipient hereby represents and warrants to the Company as follows as of the date hereof:

(b) Recipient is a political subdivision organized and existing under and pursuant to the laws of the State of Illinois, and has all requisite power and authority to execute this Agreement and perform the obligations set forth in this Agreement. No other consents by any other person or entity are required for Recipient to execute this Agreement or to perform its obligations hereunder.

(c) Assuming due authorization, execution and delivery hereof by the Company, this Agreement constitutes a legal, valid and binding obligation of Recipient, enforceable

against Recipient in accordance with its terms, except as limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar applicable laws relating to creditors' rights generally, and (ii) general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(d) No officer, member, employee or member of the governing body of Recipient has any interest, directly or indirectly, in the Company or any affiliate thereof or the Project.

(e) No officer, member or employee of Recipient and no member of its governing body, and no public official of Recipient has participated in the review and/or approval of any permits for the Project, or is reasonably likely to participate in any review and/or approval of any permits for the Project, has any personal or pecuniary interest, directly or indirectly, in this Agreement or the Benefit Payment and otherwise has no conflict of interest that would reasonably give the appearance that such persons would be motivated by a desire for private gain, financial or otherwise, for themselves or others.

(f) Neither Recipient, nor any of its respective officers, directors, employees or agents has violated any provision of any applicable federal or state anti-bribery or anti-corruption law and no part of the performance under this Agreement or the Benefit Payment will cause Recipient to violate misconduct, anti-bribery or anti-corruption laws or applicable sanctions, including, but not limited to Illinois Anti-Bribery Act 720 ILCS 5/33-1, and 720 ILCS 5/33-3, and anti-bribery provisions of the Illinois Procurement Code, 30 ILCS 500/50-5.

(g) Recipient acknowledges that the Benefit Payment, if such Benefit Payment becomes due and payable in accordance with the terms hereof, is the only payment of such nature to be made directly or indirectly by or on behalf of the Company or any affiliate thereof to Recipient in respect of the Project. No additional benefit or similar payments are or shall become due or payable to Recipient by or on behalf of the Company or any affiliate thereof in respect of the Project.

(h) Representations and Warranties of the Company. The Company hereby represents and warrants to Recipient as follows as of the date hereof:

(i) The Company is a limited liability company organized and existing under the laws of the State of Delaware and qualified to do business in the State of Illinois and has all requisite power and authority to execute this Agreement and perform the obligations set forth in this Agreement. No other consents by any other person or entity are required for the Company to execute this Agreement or to perform its obligations hereunder.

(j) Assuming due authorization, execution and delivery hereof by Recipient, this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar applicable laws relating to creditors' rights generally, and (ii) general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(k) The Company has not directly or indirectly been offered or promised any advantage, financial or otherwise, or thing of value from Recipient in exchange for the Benefit Payment. The Benefit Payment, if such Benefit Payment becomes due and payable in accordance with the terms hereof, is a voluntary payment to Recipient and is not contingent on any action or inaction of Recipient.

5. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever. No part of this Agreement is intended nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third-party beneficiary or otherwise give rise to any cause of action of any person not a party to this Agreement.

6. Assignment. Recipient may not assign this Agreement, and shall not transfer any interest in this Agreement, without the prior written consent of the Company in its sole and absolute discretion. Any purported assignment or transfer in violation of the preceding sentence shall be null and void.

7. Entire Agreement; Counterparts; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written understandings, representations or statements between the Parties or their affiliates concerning the subject matter hereof. This Agreement may not be amended except in writing executed by both Parties. This Agreement may be executed in counterparts, including by electronic signature, each of which counterparts shall be an original, but all of which together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties, including by electronic signature, and delivered via email in portable document format (.pdf) to the other Party, it being acknowledged and agreed by the Parties that such scanned counterparts and electronic signatures have the same legal effect for all purposes hereof as manually transmitted counterparts and original signatures. If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any government authority, court, agency or exchange, the other provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either Party. Upon such determination with respect to any such provision hereof, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

8. Governing Law. This Agreement shall be governed by the laws of the State of Illinois. The Parties agree, to the extent permitted by applicable law, that the Sixth Judicial Circuit Court in Vermilion County, Illinois shall have exclusive jurisdiction arising out of this Agreement. Each of the Parties knowingly, voluntarily and intentionally waives the right to a trial by jury in respect of any litigation based on this Agreement, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party to this Agreement. Each of the Parties to this Agreement waives any right to consolidate any action in which

a jury trial has been waived with any other action in which a jury trial cannot of has not been waived. This provision is a material inducement to each of the parties for entering into this Agreement.

9. Cooperation; Further Assurances. Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties, including, without limitation, any documents reasonably requested by a lender or other person providing financing to the Company or otherwise with respect to the Project.

10. Publicity. At the discretion of the Parties, the Parties shall develop a mutually acceptable public statement/statements or press release (“**Statement**”) regarding this Agreement. Such Statement shall be released to the public at an agreed upon time as the Parties may jointly determine in their reasonable discretion. At all times prior to such Statement, neither Party will issue or make any reports, statements or releases to the public with respect to this Agreement or the Benefit Payment without the prior written consent of the other Party; provided, however, if any public report, statement or release is, in the opinion of legal counsel to a Party, required by law in order to discharge such Party’s disclosure obligations, then such Party may make or issue the legally required report, statement or release and promptly furnish the other Party with a copy thereof. Nothing in this provision or this Agreement shall prevent the Recipient, or any of its officials or agents, from expressing its public support in favor of the Project.

11. Relationship of the Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Each Party hereby acknowledges and agrees that it shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Signature pages follow.

RECIPIENT:

The City of Hoopeston, an Illinois
municipal corporation

By: _____

Name:

Title:

COMPANY:

Hoopeston Renewables Solar, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____