



Meeting Agenda

Meeting Date and Time: December 20th, 2022 @ 6:00 PM

Meeting Location: 407 S. View St, Oreana, IL

Call to Order

Role Call

Public Comment

Consent Agenda

- Approval of Treasurer's Report for November 2022
- Minutes from November 22, 2022 regular meeting
- Bills for December 2022

Committee Reports

Old Business

- Approval of a contract to purchase real property for the use of the public body

New Business

Adjournment

Village of Oreana
Treasurer's Reports
December 20, 2022 Board Meeting

	<u>Nov 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
01-1110 · Checking Acct	6,083.87
01-1152 · General MMDA	
01-1150 · General	414,958.77
01-1151 · ARPA Grant	110,307.60
	<hr/>
Total 01-1152 · General MMDA	525,266.37
11-1150 · Audit MMDA	20,160.38
12-1150 · Insurance MMDA	14,203.92
13-1150 · IMRF MMDA	20,340.40
14-1150 · Social Security MMDA	18,855.27
15-1122 · MFT MMDA	
15-1120 · MFT	81,522.44
15-1121 · Rebuild Illinois Funds	9,610.99
	<hr/>
Total 15-1122 · MFT MMDA	91,133.43
16-1140 · Clearinghouse	1,000.00
50-1100 · Water/Sewer	
51-1130 · Surplus MM	15,855.44
51-1150 · Water	70,456.44
52-1150 · Sewer	191,425.35
50-1100 · Water/Sewer - Other	1,749.59
	<hr/>
Total 50-1100 · Water/Sewer	279,486.82
51-1125 · Bond Int & Repayment	72,790.25
	<hr/>
Total Checking/Savings	1,049,320.71
Other Current Assets	
Certificates of Deposit	
01-1153 · CD-General-8575	15,000.00
15-1151 · CD-MFT-7137	10,000.00
51-1152 · CD-Bond Reserve-10618	9,500.00
51-1153 · CD-Depreciation & Cont	8,000.00
51-1158 · CD-Surplus	9,000.00
	<hr/>
Total Certificates of Deposit	51,500.00
	<hr/>
Total Other Current Assets	51,500.00
	<hr/>

	<u>Nov 30, 22</u>
Total Current Assets	1,100,820.71
Fixed Assets	
Fixed Assets	
01-1610 · Land.	136,697.17
01-1700 · Infrastructure	337,607.76
01-1709 · Accum Depr-Infrastructure	-212,808.75
01-1720 · Buildings	17,810.04
01-1729 · Accum Depr-Buildings	-12,217.17
01-1740 · Machinery & Equipmient	418,824.31
01-1749 · Accum Depr-Machinery & Eq...	-277,483.13
51-1505 · Land	18,420.00
51-1530 · Equipment	38,631.36
51-1535 · Accum Depr-Equipment	-38,631.36
51-1541 · Treatment Plant & Pump Stat...	2,689,867.21
51-1546 · Accum Depr.-Treat. Plnt & Pu...	-989,513.19
52-1620 · Sewer System	4,134,103.00
52-1629 · Accum Depr-Sewer System	-826,820.60
Total Fixed Assets	<u>5,434,486.65</u>
Total Fixed Assets	5,434,486.65
Other Assets	
01-2015 · General - Due to/from Water	-162.00
51-2006 · Water - Due to/from General	15,044.99
Total Other Assets	<u>14,882.99</u>
TOTAL ASSETS	<u><u>6,550,190.35</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 · Payroll Liabilities	
2110 · Fed/SS/Med Payable	2,367.36
2120 · State Withholding	453.11
2131 · IL Unemployment	45.98
2151 · IMRF Withholding	754.96
Total 2100 · Payroll Liabilities	<u>3,621.41</u>

	<u>Nov 30, 22</u>
2570 · Customer Deposit Liab	12,805.00
2600 · Water Bond Payable 2012	15,000.00
2610 · SDD Contract	2,771,222.54
2620 · Water Bond Payable 2021	260,000.00
2650 · IEPA Loan	715,946.54
2700 · Loan Payable - Ford Credit	0.02
2800 · Park Walking Path Note Payable	21,813.31
2900 · Lease Payable 2021 F350	15,774.79
2950 · Lease Payable John Deere	1,525.84
2960 · Lease Payable DLL Wheelloader	55,000.00
Total Other Current Liabilities	<u>3,872,709.45</u>
Total Current Liabilities	<u>3,872,709.45</u>
Total Liabilities	3,872,709.45
Equity	
00-3000 · Equity	324,153.49
01-3000 · Fund Balance-General	712,520.35
11-3000 · Fund Balance-Audit	20,592.33
12-3000 · Fund balance INS	12,722.77
13-3000 · Fund balance - IMRF	18,047.13
14-3000 · Fund balance - S.S.	14,784.51
15-3000 · Fund balance - MFT	170,086.65
51-3900 · Retained Earnings Unres-Water	322,352.45
51-3950 · Retained Earnings Res-Water	317,755.73
52-3900 · Retained Earnings - Sewer	647,855.56
Net Income	116,609.93
Total Equity	<u>2,677,480.90</u>
TOTAL LIABILITIES & EQUITY	<u><u>6,550,190.35</u></u>

Village of Orono
Profit & Loss by Class

November 2022

	Admin (01 - General)	Park (01 - General)	Police (01 - General)	Street (01 - General)	Total 01 - General	11 - Audit	12 - INS	13 - IMRF	14 - SS	15 - MFT	51 - Water	52 - Sewer	TOTAL
Ordinary Income/Expense													
Income													
3110 - Property Tax Levies	252.40	0.00	55.63	29.27	337.30	59.84	157.51	23.25	58.11	0.00	88.89	0.00	724.70
3400 - Video Gaming Tax	2,155.38	0.00	0.00	0.00	2,155.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,155.38
3410 - State Income Tax	9,101.15	0.00	0.00	0.00	9,101.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,101.15
3430 - Motor Fuel Tax Allotments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,024.56	0.00	0.00	3,024.56
3440 - Telecommunication Tax	115.72	0.00	0.00	0.00	115.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.72
3450 - Sales/Use Tax	7,649.23	0.00	0.00	0.00	7,649.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,649.23
3460 - Cannabis Use Tax	116.62	0.00	0.00	0.00	116.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.62
3490 - Franchise Income	379.67	0.00	0.00	0.00	379.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	379.67
3530 - Permits	68.00	0.00	0.00	0.00	68.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	68.00
3605 - Turn On Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	50.00
3610 - Water/Sewer Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,025.88	18,375.80	35,401.48
3620 - Penalty Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	330.34	275.73	606.07
3800 - IEPA Loan Forgiveness	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,968.17	0.00	72,968.17
Total Income	19,838.17	0.00	55.63	29.27	19,923.07	59.84	157.51	23.25	58.11	3,024.56	90,462.88	18,651.53	132,360.75
Gross Profit	19,838.17	0.00	55.63	29.27	19,923.07	59.84	157.51	23.25	58.11	3,024.56	90,462.88	18,651.53	132,360.75
Expense													
4200 - Employees Salaries	1,325.92	1,824.00	2,077.81	1,824.00	7,051.73	0.00	0.00	0.00	0.00	0.00	2,130.53	0.00	9,182.26
4260 - Employee Health Insurance	442.18	0.00	0.00	0.00	442.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	442.18
4300 - Elected Salaries	1,140.00	0.00	0.00	0.00	1,140.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,140.00
4510 - IMRF - Employers Portion	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.57	0.00	0.00	0.00	0.00	232.57
4520 - SS - Employers Portion	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	789.88	0.00	0.00	0.00	789.88
4530 - Unemployment Insurance	0.00	0.00	0.00	0.00	0.00	0.00	24.19	0.00	0.00	0.00	0.00	0.00	24.19
5325 - Engineering	0.00	0.00	0.00	5,398.93	5,398.93	0.00	0.00	0.00	0.00	0.00	4,181.18	0.00	9,580.11
5330 - Attorney/Legal Fees	192.50	0.00	0.00	0.00	192.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	192.50
5490 - Other Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.87	0.00	108.87
5510 - Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	171.73	0.00	171.73
5520 - Telephone/Cell Phone	443.04	0.00	0.00	0.00	443.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	443.04
5560 - Dispatching	0.00	0.00	3,238.73	0.00	3,238.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,238.73
5710 - Utilities	364.55	0.00	0.00	599.91	964.46	0.00	0.00	0.00	0.00	0.00	6,750.77	0.00	7,715.23
5780 - Sewer Discharge Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,692.29	2,692.29
5930 - Rentals	123.28	0.00	0.00	0.00	123.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123.28
6110 - Maintenance Supplies	0.00	0.00	0.00	13.27	13.27	0.00	0.00	0.00	0.00	0.00	211.14	0.00	224.41
6118 - Maint Supplies - Bldg	0.00	0.00	0.00	24.71	24.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.71
6120 - Maint Service - Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.00	0.00	105.00
6122 - Maint Supplies - Equipment	0.00	0.00	0.00	492.29	492.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	492.29
6130 - Maint Service - Equipment	0.00	0.00	0.00	1,920.10	1,920.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,920.10
6510 - Office Supplies	0.00	0.00	0.00	87.52	87.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.52
6550 - Automotive Fuel/Oil	0.00	0.00	110.52	201.03	311.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	311.55
6560 - Chemicals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	801.50	0.00	801.50
7100 - Water Bond Payment 2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,762.50	0.00	15,762.50
7110 - Water Bond Payment 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,313.00	0.00	11,313.00
8500 - Capital Outlay - Utility	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63,875.00	0.00	63,875.00
9300 - Misc. Expense	0.00	0.00	0.00	92.00	92.00	0.00	0.00	0.00	0.00	0.00	8.71	0.00	100.71
Total Expense	4,031.45	1,824.00	5,427.06	10,653.78	21,936.27	0.00	24.19	232.57	789.88	0.00	105,419.93	2,692.29	131,094.93
Net Ordinary Income	15,806.72	-1,824.00	-5,371.43	-10,624.49	-2,013.20	59.84	133.32	-209.32	-731.57	3,024.56	-14,957.05	15,959.24	1,265.82
Net Income	15,806.72	-1,824.00	-5,371.43	-10,624.49	-2,013.20	59.84	133.32	-209.32	-731.57	3,024.56	-14,957.05	15,959.24	1,265.82

Village of Oreana
Payroll Summary
November 2022

	Coloni, Larry J	Creamer, Lori J	Guntle, Dustin	Hiser, Loren G	Keathley, Aaron	Kirby, Anne
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary - Elected	0.00	90.00	90.00	90.00	600.00	0.00
Salary - Employee - ADM	0.00	0.00	0.00	0.00	0.00	236.27
Overtime (x1.5) hourly-Police	0.00	0.00	0.00	0.00	0.00	0.00
Park - Hourly	0.00	0.00	0.00	0.00	0.00	0.00
Police - Hourly	0.00	0.00	0.00	0.00	0.00	0.00
Street - Hourly	0.00	0.00	0.00	0.00	0.00	0.00
Water - Hourly	1,024.80	0.00	0.00	0.00	0.00	193.73
Total Gross Pay	1,024.80	90.00	90.00	90.00	600.00	430.00
Deductions from Gross Pay						
IMRF Emp.	0.00	0.00	0.00	0.00	0.00	0.00
Total Deductions from Gross Pay	0.00	0.00	0.00	0.00	0.00	0.00
Adjusted Gross Pay	1,024.80	90.00	90.00	90.00	600.00	430.00
Taxes Withheld						
Federal Withholding	-100.00	0.00	0.00	0.00	0.00	0.00
Medicare Employee	-14.86	-1.31	-1.30	-1.31	-8.70	-6.24
Social Security Employee	-63.54	-5.58	-5.58	-5.58	-37.20	-26.66
IL - Withholding	-23.02	-4.46	-4.46	-4.46	-19.70	-21.29
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00
Total Taxes Withheld	-201.42	-11.35	-11.34	-11.35	-65.60	-54.19
Deductions from Net Pay						
IMRF-VAC	0.00	0.00	0.00	0.00	0.00	0.00
Total Deductions from Net Pay	0.00	0.00	0.00	0.00	0.00	0.00
Additions to Net Pay						
Reimbursement	11.73	0.00	0.00	0.00	0.00	0.00
Total Additions to Net Pay	11.73	0.00	0.00	0.00	0.00	0.00
Net Pay	835.11	78.65	78.66	78.65	534.40	375.81
Employer Taxes and Contributions						
Medicare Company	14.86	1.31	1.30	1.31	8.70	6.24
Social Security Company	63.54	5.58	5.58	5.58	37.20	26.66
IL - Unemployment	7.43	0.00	0.00	0.00	0.00	3.12
IMRF Co. Match	0.00	0.00	0.00	0.00	0.00	0.00
Total Employer Taxes and Contributions	85.83	6.89	6.88	6.89	45.90	36.02

Village of Orana
Payroll Summary
November 2022

	Koszesza, Sherry L	Rice, Donna M	Runyen, Judith D	Tertochoa, Thomas A	Ward, Angela	Welker, Austin G
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary - Elected	0.00	0.00	90.00	0.00	90.00	0.00
Salary - Employee - ADM	1,089.65	255.31	0.00	0.00	0.00	0.00
Overtime (x1.5) hourly-Police	0.00	0.00	0.00	0.00	0.00	180.00
Park - Hourly	0.00	0.00	0.00	0.00	0.00	1,824.00
Police - Hourly	0.00	0.00	0.00	112.50	0.00	240.00
Street - Hourly	0.00	0.00	0.00	0.00	0.00	1,824.00
Water - Hourly	0.00	0.00	0.00	0.00	0.00	912.00
Total Gross Pay	1,089.65	255.31	90.00	112.50	90.00	4,980.00
Deductions from Gross Pay						
IMRF Emp.	0.00	0.00	0.00	0.00	0.00	-224.10
Total Deductions from Gross Pay	0.00	0.00	0.00	0.00	0.00	-224.10
Adjusted Gross Pay	1,089.65	255.31	90.00	112.50	90.00	4,755.90
Taxes Withheld						
Federal Withholding	-73.00	0.00	0.00	0.00	0.00	-636.00
Medicare Employee	-15.80	-3.70	-1.31	-1.63	-1.31	-72.21
Social Security Employee	-67.56	-15.83	-5.58	-6.97	-5.58	-308.76
IL - Withholding	-53.94	-12.64	0.00	-0.95	-4.46	-235.41
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00
Total Taxes Withheld	-210.30	-32.17	-6.89	-9.55	-11.35	-1,252.38
Deductions from Net Pay						
IMRF-VAC	0.00	0.00	0.00	0.00	0.00	-280.29
Total Deductions from Net Pay	0.00	0.00	0.00	0.00	0.00	-280.29
Additions to Net Pay						
Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00
Total Additions to Net Pay	0.00	0.00	0.00	0.00	0.00	0.00
Net Pay	879.35	223.14	83.11	102.95	78.65	3,223.23
Employer Taxes and Contributions						
Medicare Company	15.80	3.70	1.31	1.63	1.31	72.21
Social Security Company	67.56	15.83	5.58	6.97	5.58	308.76
IL - Unemployment	7.90	1.85	0.00	0.81	0.00	0.00
IMRF Co. Match	0.00	0.00	0.00	0.00	0.00	232.57
Total Employer Taxes and Contributions	91.26	21.38	6.89	9.41	6.89	613.54

Village of Oreana
Payroll Summary
November 2022

	Wheeler, Gregory G	White, Chelsey L	TOTAL
Employee Wages, Taxes and Adjustments			
Gross Pay			
Salary - Elected	0.00	90.00	1,140.00
Salary - Employee - ADM	0.00	0.00	1,581.23
Overtime (x1.5) hourly-Police	0.00	0.00	180.00
Park - Hourly	0.00	0.00	1,824.00
Police - Hourly	1,290.00	0.00	1,642.50
Street - Hourly	0.00	0.00	1,824.00
Water - Hourly	0.00	0.00	2,130.53
Total Gross Pay	1,290.00	90.00	10,322.26
Deductions from Gross Pay			
IMRF Emp.	0.00	0.00	-224.10
Total Deductions from Gross Pay	0.00	0.00	-224.10
Adjusted Gross Pay	1,290.00	90.00	10,098.16
Taxes Withheld			
Federal Withholding	-29.00	0.00	-838.00
Medicare Employee	-18.71	-1.31	-149.70
Social Security Employee	-79.98	-5.58	-639.98
IL - Withholding	-63.86	-4.46	-453.11
Medicare Employee Addl Tax	0.00	0.00	0.00
Total Taxes Withheld	-191.55	-11.35	-2,080.79
Deductions from Net Pay			
IMRF-VAC	0.00	0.00	-280.29
Total Deductions from Net Pay	0.00	0.00	-280.29
Additions to Net Pay			
Reimbursement	0.00	0.00	11.73
Total Additions to Net Pay	0.00	0.00	11.73
Net Pay	1,098.45	78.65	7,748.81
Employer Taxes and Contributions			
Medicare Company	18.71	1.31	149.70
Social Security Company	79.98	5.58	639.98
IL - Unemployment	3.08	0.00	24.19
IMRF Co. Match	0.00	0.00	232.57
Total Employer Taxes and Contributions	101.77	6.89	1,046.44

8:46 AM
12/20/22

Village of Oreana
Bills for All Vendors
All Transactions

Vendor	Num	Due Date	Amount
AMEREN IP	01160-30099	12/19/2022	1,737.81
BECKTECH	80002786	12/19/2022	144.00
BLUE CROSS BLUE SHIELD OF ILLINOIS		12/20/2022	442.18
BODINE ELECTRIC OF DECATUR	29957	12/20/2022	840.76
CARD SERVICE CENTER	0101 12-11-22	12/19/2022	1,394.76
CHASTAIN & ASSOCIATES LLC	8219-09	12/19/2022	1,802.35
DECATUR TRIBUNE	Publication	12/20/2022	94.00
DRAKE-SCRUGGS EQUIPMENT	0011735-IN	12/19/2022	126.27
IMCO UTILITY SUPPLY CO	3035740-00	12/19/2022	115.00
INTUIT	Payroll Usage	12/19/2022	70.04
JOHNSON, CHILIGIRIS & WEATHERFORD	6720	12/19/2022	1,282.50
KING OF TREES, INC	Tree removal	12/20/2022	6,450.00
LOOKING GOOD LAWN CARE	326857	12/19/2022	3,600.00
MENARDS	22561	12/19/2022	9.87
NAPA AUTO PARTS	038496	12/19/2022	72.44
POSTMASTER	Permit #12 & Stamps	12/19/2022	276.00
SANITARY DISTRICT OF DECATUR	Sewer Usage	12/19/2022	3,000.97
ST. CLAIR SERVICES OF ILLINOIS LLC	Street Sweeping	12/19/2022	2,500.00
USIC RECEIVABLES, LLC	552827	12/19/2022	163.32
VERIZON WIRELESS	9920967237	12/19/2022	342.56
VILLAGE OF FORSYTH	Water Usage	12/19/2022	6,296.25
WATTS COPY SYSTEMS	1188559	12/19/2022	89.19
WHITMORE TOWNSHIP	Office Rental	12/19/2022	37.17
Total			30,887.44



Board of Trustees Agenda
Regular Meeting of the Village Board
Tuesday November 22, 2022
6:00PM

The meeting was called to order at 6:03 p.m. by Mayor Aaron Keathley.

Roll Call

Trustee White	Present	Trustee Ward	Present
Trustee Creamer	Present	Trustee Runyen	Absent
Trustee Hiser	Absent	Trustee Guntle	Present
Mayor Keathley	Present	Attorney Weatherford	Present
Clerk Kirby	Present	Treasurer Koszesza	Present

Mayor Keathley declared a quorum present.

Consent Agenda:

A motion was made by TrusteeWard, seconded by Trustee Guntle to accept the Consent Agenda.

- Income: \$98,857.24
- Expenses: \$105,027.14
- Bill: \$55,839.50
- Minutes from the October 18th, 2022 regular meeting and October 6th, 2022 special meeting.
- Closed Session minutes from October 6th and 18th, 2022 meetings.
- A general discussion was held.

A roll call vote was taken.

Trustee White	Absent	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	Absent
Trustee Hiser	Absent	Trustee Guntle	Yes

Mayor Keathley declared **Motion Carried.**

Administrative Reports:

Mayor - None

Clerk – None

Treasurer – None

Attorney – None

Public Comment:

Old Business:

New Business:

The **first** item on the agenda is Approval of a contract to conduct a land survey and prepare a subdivision plat.

Matt Foster from Chastain, further explained to the board. Matt provided the board with Memorandum to further explain about the land survey and subdivision plat. Matt received two bids, one from Survey Solutions LLC. in Mt. Zion, in the amount of \$4,000.00 and the other from Ron Lamb with Fuhrmann Engineering Inc. in Mt. Zion, in the amount of \$5,000.00

A Motion was made by Trustee Ward seconded by Trustee White to approve the bid to Survey Solutions LLC in the amount of \$4,000.00 to conduct a land survey and prepare a subdivision plat.

A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	Absent
Trustee Hiser	Absent	Trustee Guntle	Yes

Mayor Keathley declared **Motion Carried.**

A general discussion was held.

The **second** item on the agenda is the Approval of a contract to purchase real property for the use of the public body.

Mayor Keathley explained to the board that this item is not ready for review. Further discussion before January meeting.

No action was taken at this time.

No action taken.

Adjournment

A motion was made by Trustee Ward to adjourn, Seconded by Creamer.

A voice vote was taken. Yes-3, No-0. Mayor Keathley declared the motion carried and the meeting adjourned at 6:22pm.

Dated this day of November 22, 2022

Anne Kirby, Village Clerk

Approved:

Aaron Keathley, Mayor

Oreana Police Monthly Report

November 2022 Report

Patrol: 14hrs

Traffic Enforcement: 30hrs

Accident Investigation: 0

Criminal Investigation: 0

Ordinance Investigation:

Alarm Calls 1

Warrants: 0

Backup Calls: 1

Training: Emergency Medical Response, Sexual Assault Trauma
Informed Response Training

Building Checks: 24

School Patrol:

Records / Administration: 13hrs

Report Writing:

Citations: 1 Written Warnings: 2 Verbal Warnings: 0

Ordinance Violations/Citations Ord. Complaints 0

Other Police Business: Courtesy Business closing standbys,

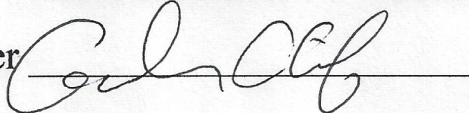
Reports:

First Shift: 28.5hrs

Second: 35.5hrs

Third: 7hrs

Chief Gregory Wheeler



Real Estate Purchase Agreement

THIS AGREEMENT is made on December _____, 2022, between Mayo Clinic, a Minnesota Non-Profit Corporation, as represented by Dennis E. Dahlen, its Chief Financial Officer (hereinafter "Seller"), of 200 First St. SW, Rochester, Minnesota, 55905, and the Village of Oreana, Illinois, as represented by Aaron Keathley, its President of Board of Trustees (hereinafter "Buyer"), of 407 S. View St., Oreana, Illinois, 62554 for the sale of the below described property pursuant to the following terms and conditions:

Legal Description and Address

Approximately 6.0 acres shown as Lot 2 on the attached Exhibit A "Mayo Clinic – Stade Farms Subdivision Concept Plat, being part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 16, Township 17 North, Range 3 East of the 3rd Principal Meridian, lying South of the Right-of-Way of the Illinois Central Railroad Company and State Route 48, situated in Macon County, Illinois (Macon County PIN 18-08-16-178-001)" (the "Property").

Subdivision

This Agreement is subject to the Village of Oreana, Illinois approval of the subdivision of the subject property as shown on Exhibit A "Mayo Clinic – Stade Farms Subdivision Concept Plat". Buyer shall assume all costs and responsibility for preparation and submission of the subdivision documents, and shall diligently pursue completion of such subdivision following execution of this Agreement. Seller shall cooperate with the Buyer's Professional Land Surveyor selected to prepare such subdivision documents.

Purchase Price

Buyer shall make a single payment for the property at closing in the total amount of \$40,000.00. No earnest money is required. Closing will be set for on or before Friday, February 24, 2023. The closing date is subject to approval of the subdivision prior to that date.

Closing Costs

In closing this transaction, Seller shall pay the following:

- (a) The amount of real estate taxes and assessments prorated up to and including the date of transfer of title;
- (b) The cost of any transfer tax;
- (c) The cost of a title report, title search, and title guaranty policy in the amount of the purchase price;
- (d) The cost of any required brokerage commission;
- (e) One half of the escrow fee; and
- (f) All other charges properly borne by Seller consistent with the terms of this Agreement; and immediately thereafter shall deliver to Seller the balance of the funds in its hands due, and all documents due Seller.

On closing, Buyer shall pay the following:

- (a) Any cost of financing this transaction which Buyer arranges for;
- (b) The cost of filing the deed for record;
- (c) The amount by which the cost of furnishing the title insurance exceeds the cost of furnishing a title guaranty policy, if Buyer elects to be furnished with title insurance;
- (d) One half of the escrow fee; and
- (e) All other charges properly borne by Buyer consistent with the terms of this Agreement; and immediately thereafter, the escrow agent shall deliver to Buyer the title guaranty or title insurance, as the case may be, the record deed or Recorders' receipt, any prorations to which Buyer is entitled, and all other funds or documents due Buyer.

Title Requirements

Seller shall convey to Buyer title to the property by special warranty deed with all dower rights released, subject only to the Permitted Exceptions (as defined below). The deed shall be deposited into escrow on or before the closing date.

Seller shall accompany Seller's deed with a title guaranty policy in the amount of the purchase price issued by Central Illinois Title Co, 602 E. William Street, PO Box 745, Decatur, IL 62523 (the "Title Company") in its customary form, guaranteeing record title to the Property to be good in Buyer subject only to the Permitted Exceptions. However, Buyer may elect to be furnished with an Owner's Fee Policy of title insurance ("title insurance"), in the amount of the purchase price, insuring marketable title to be good in Buyer, subject only to the Permitted Exceptions. In such event, in lieu of a title guaranty policy, Seller shall furnish Buyer with title insurance. Seller shall pay that portion of the costs which would have been incurred had a title guaranty policy been issued, and Buyer shall pay the remaining costs.

Immediately upon the execution hereof, Seller shall order from the Title Company a preliminary title report, with a special tax search included, in the form of a commitment to issue the required title policy requested by Buyer ("title report"). A copy of the title report shall be delivered to Buyer. Within 10 days after Buyer receives the title report, he shall notify Seller and the Title Company of all exceptions, restrictions, reservations, limitations, easements, and conditions of record ("title defects") disclosed in the title report that are objectionable to Buyer. Any matters to which Buyer does not timely object shall constitute Permitted Exceptions under this Agreement, and Buyer shall be conclusively deemed to have waived its right to object thereto. Seller shall have five (5) days after receipt of Buyer's notice of title defects to provide written notice ("Seller's Title Notice") (a) that such title defects have been or will be removed from title on or before the Closing, (b) that it will cause the Title Company to endorse over such title defects in a manner satisfactory to Buyer in Buyer's reasonable discretion, as of or before Closing or (c) that Seller cannot or will not cure such title defects. If Seller fails to deliver its response notice within such five (5) day period, Seller shall be deemed to have elected option (c) above. Notwithstanding the foregoing, Seller shall be obligated to remove or eliminate as exceptions to title to the Property as of Closing all monetary liens created by Seller. If Seller's Title Notice provides that it cannot or will not cure any of the title defects, Buyer shall have the option, by written notice to Seller on or before seven (7) days

after Buyer's receipt of Seller's Title Notice to (the "Title Approval Date"): (a) terminate this Agreement by written notice to Seller and Escrow Holder; or (b) waive its objection to the Disapproved Exceptions in question by delivering notice of such waiver to Seller and Escrow Holder, and proceed to Closing. If Buyer fails to deliver written notice of Buyer's election prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have elected option (b) above.

On the closing date, the escrow agent shall notify the parties whether the Title Company can issue its title guaranty or title insurance, showing as exceptions only those items in the title report to which Buyer did not object or to which it has waived or been deemed to have waived its objection (the "Permitted Exceptions"). If the escrow agent notifies the parties that (a) the Title Company will issue such title guaranty or title insurance, this transaction shall be consummated in accordance with the terms and provisions of this Agreement, or (b) the Title Company will not issue such title guaranty or title insurance, and if Buyer does not immediately waive the title defects claimed by the escrow agent to prevent such issuance or Seller does not cure the defects within the permitted period, this Agreement shall be null and void, the escrow agent shall return to the parties all funds and documents previously deposited by them into escrow, and the parties shall be fully released from any liability or obligation hereunder. In the event the failure to close is due to the default of one of the parties, the defaulting party shall be solely responsible and liable for paying any escrow and title cancellation fees and charges; otherwise, the parties will share equally any such charges.

If Buyer waives the title defects preventing issuance of the title guaranty or title insurance by notifying the Title Company and the escrow agent, or if Seller has cured the title defects, the obligations of the parties shall not be affected by them.

Warranties

Seller warrants and represents to Buyer as follows:

(a) Mechanic's liens. All work and labor performed and all materials furnished by or on behalf of Seller with respect to any improvements or repairs to the Property have been paid in full, and there will be no mechanic's liens or the possibility of any in connection with any such work, labor and materials performed on or furnished to the Property;

(b) Violations. Seller has no knowledge of any outstanding notices or orders from any governmental authority with respect to the condition of the Property or its repair, or with respect to any claim of a violation of any laws, ordinances, zoning codes, building codes or orders;

(c) Assessments. To Seller's knowledge, all improvements made by the local government that now benefit or will benefit the Property upon completion have been assessed against it as of the execution date of this Agreement.

(d) Agricultural liens. All work and labor performed and all materials furnished by or on behalf of Seller with respect to any farming practice to the Property have been paid in full, and there will be no liens or the possibility of any in connection with any such work, labor and materials performed on or furnished to the Property. In the event, that such a lien comes to be, then the Seller will indemnify the Buyer for any and all expenses related to this action.

All of Seller's foregoing warranties and representations shall be continuing in nature, shall be effective on the closing date, and shall survive Seller's delivery of the deed to Buyer and the consummation of all matters and things at the closing for a period of six (6) months.

Prorations

All general and special real estate taxes and assessments shall be prorated by the escrow agent as of the date of closing, using the rate and valuation shown on the last available tax duplicate. If the proration does not fully reimburse Buyer for all real estate taxes and assessments accrued and unpaid with respect to the Property as of the record date of transfer of title, Seller shall promptly reimburse Buyer that amount accrued in excess of the proration credit upon the official certification of the real estate tax duplicate for the year in which transfer of title occurs. If the official certification shows that the proration reimbursed Buyer more than the amount actually due for such period, Buyer shall promptly reimburse Seller for such overpayment. The escrow agent shall prorate any rents as of the date the deed is filed for record.

Financing

This Agreement is not contingent upon Buyer obtaining the necessary finance for the consummation of this Agreement.

Closing

Closing is the date on which the Seller-executed deed is released to Buyer. The closing date is designated as Friday, February 24, 2023, or such earlier date as the parties may mutually agree, provided there are no unforeseen delays such as clearing title or completion of the subdivision of the Property. Time is of the essence, and in no event shall closing be later than 30 calendar days after the designated closing date, unless an extension is agreed upon in writing between Buyer and Seller.

Default

If Seller defaults under the terms of this Agreement and Buyer is in compliance hereunder, Buyer shall be entitled to pursue all remedies available at law and equity, including specific performance. If Buyer defaults under the terms of this Agreement and Seller is in compliance hereunder, Seller shall be entitled to pursue all remedies available at law and equity.

Escrow Agent

This transaction shall be closed in escrow with an escrow agent of Seller's choice ("escrow agent"). Buyer shall deposit with the escrow agent an executed counterpart of this Agreement, which shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance, but if they are inconsistent or conflict with the terms of this Agreement, this Agreement shall control.

Closing Documents and Funds

If on the closing date (1) the escrow agent then has on hand all necessary funds and documents to complete the transaction, and (2) the Title Company has stated that it shall be in a position to and will issue and deliver, upon the filing of the deed for record, the required title guaranty policy or title insurance, the escrow agent shall thereupon record the deed and all other required instruments and shall

deliver to each party the funds and documents to which it is entitled, together with the agent's escrow statement.

Both Buyer and Seller will submit all documentation and other information reasonably requested by the Title Company/escrow agent needed to close the transaction. The parties may have to fix a date and time with the Title Company/escrow agent to close the transaction.

Possession

Seller shall deliver possession of the Property as of the closing date, in the condition as warranted by Seller and in no event in any worse condition than the condition as of the date of execution of this Agreement, less reasonable wear and tear.

Risk of Loss

Risk of loss or damage to the property by fire or other casualty occurring up to time of closing is assumed by Seller. If any improvements on the Property are damaged or destroyed before transfer of record title, and the damages are \$3,000 or less, this Agreement shall continue in full force and effect and Seller shall immediately assign to Buyer all of Seller's rights to the resulting insurance proceeds. If the damages are greater than \$3,000, Buyer may either (a) continue this Agreement in full force and effect, and Seller shall immediately assign to Buyer all of Seller's rights to the insurance proceeds, or (b) rescind this Agreement, and all money, papers, or documents deposited by the parties shall be returned to them. Buyer shall assume risk of loss after record title to the Property is transferred to him. There shall be no proration of insurance. Seller shall retain its insurance until record title is transferred to Buyer, and Buyer shall procure his own policies of insurance to be effective from and after the date title to the Property is transferred to Buyer or his nominee.

Notice

All notices under this Agreement shall be deemed to be sufficiently given if personally delivered or sent by certified or registered mail, postage prepaid, return receipt requested, and addressed to the parties abovementioned addresses.

Miscellaneous Provisions

(a) Authority: The undersigned has authority to execute this Agreement on behalf of Seller pursuant to the Certificate of Secretary of Mayo Clinic attached as Exhibit C hereto.

(b) Seller's Standard Terms and Conditions. Seller's Standard Terms and Conditions attached as Exhibit B hereto are hereby incorporated herein and made a part hereof. In the event of any inconsistency, the terms of Seller's Standard Terms and Conditions shall control.

(c) Governing Law: The laws of the State of Illinois shall govern the Agreement.

(d) Parties Bound: This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

(e) Severability: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(f) Merger Clause: This Agreement, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller and Agent, if any, with respect to the matters referred to herein and shall supersede all prior or contemporaneous agreements, representations and understanding with respect to such matters.

(g) Force Majeure: If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. Lack of financial resources on the part of either party shall not be a Force Majeure Event. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

(h) Amendments. This Agreement may be amended by the parties only by a written agreement.

(i) Attorneys' Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

(j) Headings: Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[Signature Page Follows]

In witness of the mutual promises made above, Seller and Buyer have executed this contract.

SELLER:

Mayo Clinic, a Minnesota non-profit corporation

DocuSigned by:
Dennis E. Dahlen
By: _____ Date: 12/17/2022
Name: Dennis E. Dahlen
Its: Chief Financial Officer

BUYER:

By: _____ Date:
Village of Oreana, Illinois
Aaron Keathley, President of Board of Trustees

EXHIBIT A

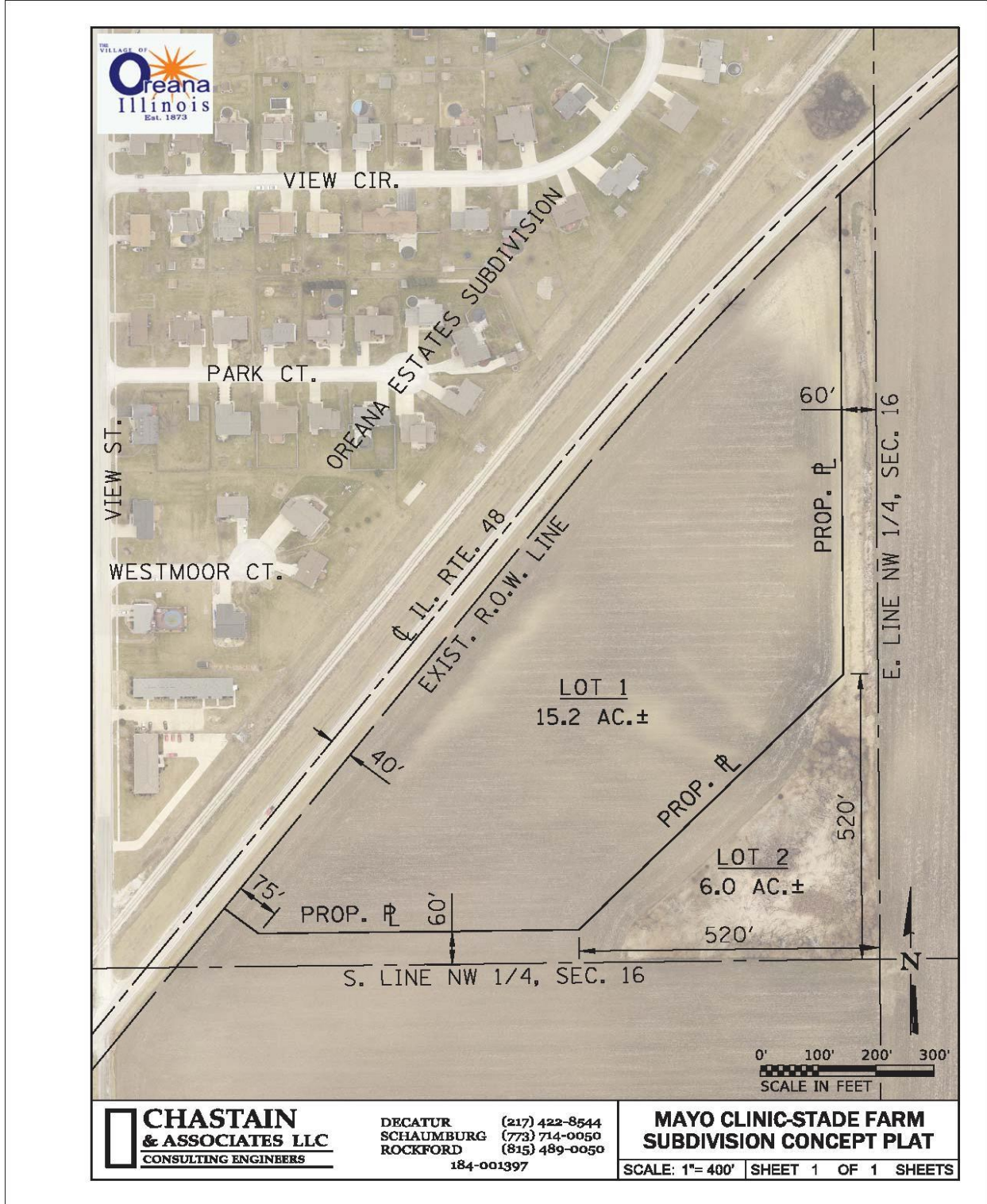


EXHIBIT B

Seller's Standard Terms and Conditions

The terms and conditions set forth on this Exhibit B ("Seller's Standard Terms and Conditions") shall control in the event of any inconsistency between such term and condition and any other provision of the Agreement.

1. Seller neither makes nor will make any representation or warranty of title beyond that specifically set forth in the special warranty deed.
2. The following sentence is added to the Agreement: "Seller shall have the right to approve all Seller-related escrow documents that are necessary to close this transaction."
3. The following is added to Agreement:

It is understood that the Property is to be sold in "As Is" condition and subject to all rights, easements, covenants and restrictions in effect and applicable to the Property and that no representation or warranty has been or will be made with respect to the condition of the Property. Seller acquired the Property by charitable donation and has made no inspection or investigation of the Property. Seller makes no representation as to the development potential of the Property; the condition, valuation or utility of the Property, or its suitability for any purpose whatsoever; title and survey matters with respect to the Property; and any responsibility or liability with respect to the Property; and any responsibility or liability with respect to the presence in the soil, air, structures, and surface and subsurface waters, of any hazardous substances or other environmental conditions. Seller is selling the Property in its present condition and state of repair, "AS IS" and "WHERE IS", with all defects and liabilities, latent or apparent. This language shall survive and be in existence after closing.

4. Seller's obligation to close the sale of the Property is subject to the condition that Buyer shall have duly performed each and every agreement to be performed by Buyer in the Agreement at or prior to Closing.

EXHIBIT C

Certificate of Secretary of Mayo Clinic

[See attached]

**CERTIFICATE OF SECRETARY
OF
MAYO CLINIC**

The undersigned hereby certifies that he is the Chief Legal Officer and Secretary of Mayo Clinic, a Minnesota charitable Corporation. The undersigned further certifies that Article IV, Section 8 of the corporation's Bylaws reads as follows:

“Section 8. Execution of Documents. The Board of Trustees and the Mayo Clinic Board of Governors may, by resolution, specify officers or other individuals who may execute specific types of documents. Additionally, each officer shall have the general power for, and in the name of, the corporation to execute all documents relating to the corporation's affairs except that all deeds, mortgages, satisfactions and releases of mortgages, contracts for the conveyance of land, and bond indentures (including promissory notes or guarantees issued in connection with such bond indentures but not other promissory notes or guarantees) must bear the signature of either the Chair, President and CEO, a Vice President, the CFO, the Secretary or the Treasurer. Each officer of Mayo Clinic specifically has authority to execute and to delegate execution authority with respect to documents and instruments which are necessary or convenient for implementing decisions of the Investment Subcommittee or the Mayo Clinic Salary and Benefits Committee, and to execute documents on behalf of Mayo Clinic in its capacity as Named Fiduciary or Sponsor or other similar capacity under its retirement and benefit plans (including the Mayo Clinic Master Retirement Trust) and third parties may conclusively rely on the signature of any officer or individual with delegated signature authority as conclusively binding Mayo Clinic with respect to each such document or instrument. Each officer shall have the power to delegate in writing the execution authority of such officer to specific employees of any Mayo affiliated entity with respect to specific documents or types of documents; provided, however, that each written delegation of an officer's signature authority must be in a form approved by the Secretary of Mayo Clinic and a copy of the written delegation must be filed with the Secretary of Mayo Clinic. Third parties may rely conclusively upon a Certificate of the Secretary of Mayo Clinic setting forth the signature authority of individuals on behalf of Mayo Clinic and on behalf of any of its internal committees or subcommittees.”

The officers of the corporation are the following:

Michael K. Powell
Gianrico Farrugia, M.D.
Christina K. Zorn
Richard J. Gray, M.D.
Kent R. Thielen, M.D.
Dennis E. Dahlen
Joshua B. Murphy

Chair
President and CEO
Vice President and CAO
Vice President
Vice President
Chief Financial Officer
Secretary

Paul A. Gorman
Ajani N. Dunn
Sherry L. Hubert
Paula E. Menkosky
William A. Brown
James R. Francis

Treasurer
Assistant Secretary
Assistant Secretary
Assistant Secretary
Assistant Treasurer
Assistant Treasurer

12-16-22
Date

DocuSigned by:
Joshua B. Murphy
DE3CAEBCF1C0491
Joshua B. Murphy
Secretary

DM 1878452
2022