



Meeting Agenda

Meeting Date and Time: June 20, 2023 @ 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 May 2023
- Minutes from May 16th, 2023 regular meeting
- Bills for June 2023

Administrative Reports

- Mayor
- Treasurer
- Clerk
- Police Chief
- Public Works
- Engineer

Old Business

New Business

- Approval of a right of way agreement with Rise Broadband
- Approval of the sale and/or disposal of surplus public works equipment
- Approval of a lease with Ford Motor Company for the purchase of a police vehicle
- Approval of the purchase of equipment for the new police vehicle
- Discussion of the Water Main Project

Adjournment

8:36 AM
06/20/23

Village of Oreana
Bills for All Vendors
All Transactions

Vendor	Num	Due Date	Amount
AMEREN IP	01160-30099 06-02-23	06/20/2023	1,397.19
Badger Meter	80128951	06/20/2023	331.79
Birkey's		06/20/2023	1,035.00
BLUE CROSS BLUE SHIELD OF ILLINOIS		06/20/2023	442.18
CARD SERVICE CENTER	0101 06-09-23	06/20/2023	336.02
CHASTAIN & ASSOCIATES LLC	6921-01-11	06/20/2023	2,203.39
DEANO'S BACKHOE SERVICE, LLC	1064	06/20/2023	1,050.00
Government Payments	1938	06/20/2023	152.08
Harvey Bally	Real Estate Taxes	06/20/2023	114.97
ILLINOIS MECHANICAL SERVICE & DESIGN, ...	70333	06/20/2023	128.00
ILLINOIS RURAL WATER ASSOCIATION	36343	06/20/2023	333.60
IMCO UTILITY SUPPLY CO	3036532-00	06/20/2023	630.00
INTUIT	Payroll Usage	06/20/2023	70.04
JOHNSON, CHILIGIRIS & WEATHERFORD	7473	06/20/2023	507.50
Justin Brunner	Deposit Refund	06/20/2023	2.06
MENARDS	35634	06/20/2023	29.99
MENARDS	34125	06/20/2023	69.96
MOTOROLA SOLUTIONS - STARCOM	7509720230501	06/20/2023	68.00
POSTMASTER	Permit #12	06/20/2023	180.00
SANITARY DISTRICT OF DECATUR	Sewer Usage Fee	06/20/2023	3,264.88
STAPLES CREDIT PLAN	06-08-23	06/20/2023	135.12
USA BLUEBOOK	INV00030175	06/20/2023	131.78
USIC RECEIVABLES, LLC	589408	06/20/2023	3,177.30
VERIZON WIRELESS	9935291798	06/20/2023	342.16
VILLAGE OF ARGENTA	112701	06/20/2023	800.00
VILLAGE OF FORSYTH	Water Usage	06/20/2023	5,640.72
WATER SOLUTIONS UNLIMITED, INC	113570	06/20/2023	653.56
WATTS COPY SYSTEMS	1231655	06/20/2023	91.19
WHITMORE TOWNSHIP	Office Rental	06/20/2023	37.17
Total			23,355.65



Board of Trustees Agenda
 Regular Meeting of the Village Board
 Tuesday May 16, 2023
 6:00PM

The meeting was called to order at 6:00 p.m. by Mayor Aaron Keathley.

Roll Call

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

Mayor Keathley declared a quorum present.

Oath of office and seating of newly elected Village official (Aaron Donath)

Clerk Kirby swore Aaron Donath in as the newly elected Village Trustee. Trustee Donath took his seat.

Mayor Keathley appointed Judy Runyen and Chelsey White to fill the remaining unexpired, vacant Village Trustee Seats.

A motion was made by Trustee Ward seconded by Trustee Creamer to approve Mayor Keathley’s appointment of Judy Runyen and Chelsey White to fill the remaining unexpired Village vacant Trustee seats.

A roll call vote was taken.

Mayor Keathley	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Donath	Yes
Trustee Hiser	Yes		

Mayor Keathley declared **Motion Carried**

Public Comment: Matt Foster from Chastain here to present an ariel photo of the new Oreana Water tower.

Ed Yoder from the Macon County Board stopped in to say hello.

Consent Agenda:

A **motion** was made by Trustee Ward, **seconded** by Trustee White to accept the Consent Agenda.

- Income: \$60,494.15
- Expenses: \$52,825.85
- Bill: \$23,461.31
- Minutes from the April 21 ,2023
- A general discussion was held.

A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	Yes
Trustee Hiser	Yes	Trustee Donath	Yes

Mayor Keathley declared **Motion Carried.**

Administrative Reports:

Mayor – None

Clerk – None

Treasurer – None

Attorney – None

Old Business: None

The **first** item on the agenda is Approval of a right-of-way agreement with Rise Broadband.

Mayor Keathley discussed with the board about this.

No Action was taken at this time.

The **second** item on the agenda is the Approval of lease agreement with Broadband.

Mayor Keathley informed the board about that Rise Broadband no longer needed to pursue the lease agreement.

No Action was taken by the board.

The last item on the agenda is the Approval of Ordinance 2023-05-13, Annual Appropriations Ordinance.

A **motion** was made by Trustee Ward, **seconded** by Trustee Runyen to Approve of Ordinance 2023-05-13, Annual Appropriations Ordinance, as amended during the meeting.

A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	Yes
Trustee Hiser	Yes	Trustee Donath	Yes

Mayor Keathley declared **Motion Carried**

Adjournment

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

A voice vote was taken. Yes-5, No-0. Mayor Keathley declared the **motion** carried and the meeting adjourned.

Dated this day of May 16 ,2023

Anne Kirby, Village Clerk

Approved:

Aaron Keathley, Mayor



Village of Oreana
Treasurer's Reports
June 20, 2023
Board Meeting

	<u>May 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
01-1110 · Checking Acct	7,009.70
01-1152 · General MMDA	
01-1150 · General	388,399.52
01-1151 · ARPA Grant	110,307.60
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Total 01-1152 · General MMDA	498,707.12
11-1150 · Audit MMDA	20,199.67
12-1150 · Insurance MMDA	13,922.24
13-1150 · IMRF MMDA	19,186.54
14-1150 · Social Security MMDA	13,849.80
15-1122 · MFT MMDA	
15-1120 · MFT	98,718.95
15-1121 · Rebuild Illinois Funds	9,610.99
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Total 15-1122 · MFT MMDA	108,329.94
16-1140 · Clearinghouse	1,000.08
50-1100 · Water/Sewer	
51-1130 · Surplus MM	15,855.44
51-1150 · Water	69,862.12
52-1150 · Sewer	199,466.26
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Total 50-1100 · Water/Sewer	285,183.82
51-1125 · Bond Int & Repayment	86,570.11
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Total Checking/Savings	1,053,959.02
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
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Total Certificates of Deposit	51,500.00
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Total Other Current Assets	51,500.00
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	<u>May 31, 23</u>
Total Current Assets	1,105,459.02
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 & Equipment	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
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Total Fixed Assets	5,434,486.65
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Total Fixed Assets	5,434,486.65
Other Assets	
01-2015 · General - Due to/from Water	-95.70
51-2006 · Water - Due to/from General	14,978.69
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Total Other Assets	14,882.99
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TOTAL ASSETS	6,554,828.66
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LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 · Payroll Liabilities	
2110 · Fed/SS/Med Payable	2,477.16
2120 · State Withholding	475.18
2131 · IL Unemployment	57.33
2151 · IMRF Withholding	739.10
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Total 2100 · Payroll Liabilities	3,748.77

	<u>May 31, 23</u>
2570 · Customer Deposit Liab	14,205.00
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>3,874,236.81</u>
Total Current Liabilities	<u>3,874,236.81</u>
Total Liabilities	3,874,236.81
Equity	
00-3000 · Equity	82,143.42
01-3000 · Fund Balance-General	728,886.61
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	575,017.95
51-3950 · Retained Earnings Res-Water	317,755.73
52-3900 · Retained Earnings - Sewer	702,977.29
Net Income	37,577.46
Total Equity	<u>2,680,591.85</u>
TOTAL LIABILITIES & EQUITY	<u><u>6,554,828.66</u></u>

Village of Orem
Profit & Loss by Class

May 2023

	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													
3400 - Video Gaming Tax	1,752.82	0.00	0.00	0.00	1,752.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,752.82
3410 - State Income Tax	21,433.09	0.00	0.00	0.00	21,433.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,433.09
3420 - Personal Property Replace. Tax	264.02	0.00	0.00	0.00	264.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	264.02
3430 - Motor Fuel Tax Allotments	3,165.55	0.00	0.00	0.00	3,165.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,165.55
3440 - Telecommunication Tax	102.93	0.00	0.00	0.00	102.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.93
3450 - Sales/Use Tax	7,253.42	0.00	0.00	0.00	7,253.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,253.42
3460 - Cannabis Use Tax	107.45	0.00	0.00	0.00	107.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107.45
3490 - Franchise Income	2,564.17	0.00	0.00	0.00	2,564.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,564.17
3520 - Fines	0.00	0.00	87.00	0.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.00
3530 - Permits	60.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00
3600 - Interest Income	508.29	0.00	0.00	0.00	508.29	7.83	5.40	7.47	5.51	110.25	341.85	0.00	988.60
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	15,834.92	18,628.97	34,463.89
3620 - Penalty Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.81	279.59	578.40
3700 - Misc Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.00	0.00	81.00
Total Income	37,211.74	0.00	87.00	0.00	37,298.74	7.83	5.40	7.47	5.51	110.25	16,808.58	18,908.56	72,950.34
Gross Profit	37,211.74	0.00	87.00	0.00	37,298.74	7.83	5.40	7.47	5.51	110.25	16,808.58	18,908.56	72,950.34
Expense													
4200 - Employees Salaries	1,325.92	1,799.88	2,347.50	1,799.88	7,273.18	0.00	0.00	0.00	0.00	0.00	2,444.32	0.00	9,717.50
4260 - Employee Health Insurance	478.16	0.00	0.00	0.00	478.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	478.16
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	173.06	0.00	0.00	0.00	0.00	173.06
4520 - SS - Employers Portion	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	830.58	0.00	0.00	0.00	830.58
4530 - Unemployment Insurance	0.00	0.00	0.00	0.00	0.00	0.00	36.62	0.00	0.00	0.00	0.00	0.00	36.62
5130 - Street Maintenance/Repair	0.00	0.00	0.00	72.76	72.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.76
5170 - Maint Service - Drainage	0.00	0.00	0.00	2,250.00	2,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,250.00
5320 - Accounting Services	59.28	0.00	0.00	0.00	59.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59.28
5330 - Attorney/Legal Fees	765.00	0.00	0.00	0.00	765.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	765.00
5490 - Other Professional Services	450.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	2,424.28	0.00	2,874.28
5510 - Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	193.79	0.00	193.79
5520 - Telephone/Cell Phone	443.08	0.00	0.00	0.00	443.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	443.08
5560 - Dispatching	0.00	0.00	88.00	0.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00
5610 - Membership Dues & Subscriptio...	0.00	0.00	39.93	0.00	39.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.93
5710 - Utilities	363.55	0.00	0.00	1,547.84	1,911.39	0.00	0.00	0.00	0.00	0.00	5,928.69	0.00	7,840.08
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	2,859.29	2,859.29
5930 - Rentals	125.02	0.00	0.00	0.00	125.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.02
6110 - Maintenance Supplies	0.00	0.00	0.00	82.06	82.06	0.00	0.00	0.00	0.00	0.00	98.00	0.00	180.06
6120 - Maint Service - Building	0.00	440.60	0.00	0.00	440.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	440.60
6122 - Maint Supplies - Equipment	0.00	0.00	0.00	113.07	113.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.07
6130 - Maint Service - Equipment	0.00	0.00	1,400.91	0.00	1,400.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,400.91
6510 - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	138.20	0.00	138.20
6520 - Operating Supplies	0.00	0.00	709.88	0.00	709.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	709.88
6550 - Automotive Fuel/Oil	0.00	0.00	0.00	27.00	27.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27.00
6560 - Chemicals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	622.00	0.00	622.00
7200 - Interest Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,774.75	0.00	1,774.75
Total Expense	5,149.89	2,240.48	4,566.22	5,892.61	17,849.30	0.00	38.62	173.06	830.58	0.00	13,624.03	2,859.29	35,372.86
Net Ordinary Income	32,061.75	-2,240.48	-4,479.22	-5,892.61	19,449.44	7.83	-31.22	-165.59	-825.07	110.25	2,982.55	16,049.27	37,577.46
Net Income	32,061.75	-2,240.48	-4,479.22	-5,892.61	19,449.44	7.83	-31.22	-165.59	-825.07	110.25	2,982.55	16,049.27	37,577.46

Village of Oreana
Payroll Summary
May 2023

	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	1,086.12	0.00	0.00	0.00	0.00	132.04
Total Gross Pay	1,086.12	90.00	90.00	90.00	600.00	368.31
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	1,086.12	90.00	90.00	90.00	600.00	368.31
Taxes Withheld						
Federal Withholding	-100.00	0.00	0.00	0.00	0.00	0.00
Medicare Employee	-15.75	-1.30	-1.31	-1.30	-8.70	-5.34
Social Security Employee	-67.34	-5.58	-5.58	-5.58	-37.20	-22.83
IL - Withholding	-23.78	-4.46	-4.46	-4.46	-18.87	-18.24
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00
Total Taxes Withheld	-206.87	-11.34	-11.35	-11.34	-64.77	-46.41
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	13.79	0.00	0.00	0.00	0.00	0.00
Total Additions to Net Pay	13.79	0.00	0.00	0.00	0.00	0.00
Net Pay	893.04	78.66	78.65	78.66	535.23	321.90
Employer Taxes and Contributions						
Medicare Company	15.75	1.30	1.31	1.30	8.70	5.34
Social Security Company	67.34	5.58	5.58	5.58	37.20	22.83
IL - Unemployment	9.23	0.00	0.00	0.00	0.00	3.13
IMRF Co. Match	0.00	0.00	0.00	0.00	0.00	0.00
Total Employer Taxes and Contributions	92.32	6.88	6.89	6.88	45.90	31.30

1:06 PM
06/15/23

Village of Oreana
Payroll Summary
May 2023

	Koszesza, Sherry L	Runyen, Judith D	Tertocha, Thomas A	Ward, Angela	Welker, Austin G	Welker, Perry L
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary - Elected	0.00	90.00	0.00	90.00	0.00	0.00
Salary - Employee - ADM	1,089.65	0.00	0.00	0.00	0.00	0.00
Overtime (x1.5) hourly-Police	0.00	0.00	0.00	0.00	262.50	0.00
Park - Hourly	0.00	0.00	0.00	0.00	1,799.88	0.00
Police - Hourly	0.00	0.00	175.00	0.00	630.00	0.00
Street - Hourly	0.00	0.00	0.00	0.00	1,799.88	0.00
Water - Hourly	0.00	0.00	0.00	0.00	915.84	310.32
Total Gross Pay	1,089.65	90.00	175.00	90.00	5,408.10	310.32
Deductions from Gross Pay						
IMRF Emp.	0.00	0.00	0.00	0.00	-243.37	0.00
Total Deductions from Gross Pay	0.00	0.00	0.00	0.00	-243.37	0.00
Adjusted Gross Pay	1,089.65	90.00	175.00	90.00	5,164.73	310.32
Taxes Withheld						
Federal Withholding	-65.00	0.00	0.00	0.00	-687.00	0.00
Medicare Employee	-15.80	-1.30	-2.54	-1.30	-78.41	-4.50
Social Security Employee	-67.56	-5.58	-10.85	-5.58	-335.30	-19.24
IL - Withholding	-53.94	0.00	-3.67	-4.46	-255.65	-15.36
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00
Total Taxes Withheld	-202.30	-6.88	-17.06	-11.34	-1,356.36	-39.10
Deductions from Net Pay						
IMRF-VAC	0.00	0.00	0.00	0.00	-304.67	0.00
Total Deductions from Net Pay	0.00	0.00	0.00	0.00	-304.67	0.00
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	887.35	83.12	157.94	78.66	3,503.70	271.22
Employer Taxes and Contributions						
Medicare Company	15.80	1.30	2.54	1.30	78.41	4.50
Social Security Company	67.56	5.58	10.85	5.58	335.30	19.24
IL - Unemployment	9.26	0.00	1.48	0.00	0.00	2.64
IMRF Co. Match	0.00	0.00	0.00	0.00	173.06	0.00
Total Employer Taxes and Contributions	92.62	6.88	14.87	6.88	586.77	26.38

Village of Oreana
Payroll Summary

May 2023

	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	1,325.92
Overtime (x1.5) hourly-Police	0.00	0.00	262.50
Park - Hourly	0.00	0.00	1,799.88
Police - Hourly	1,280.00	0.00	2,085.00
Street - Hourly	0.00	0.00	1,799.88
Water - Hourly	0.00	0.00	2,444.32
Total Gross Pay	1,280.00	90.00	10,857.50
Deductions from Gross Pay			
IMRF Emp.	0.00	0.00	-243.37
Total Deductions from Gross Pay	0.00	0.00	-243.37
Adjusted Gross Pay	1,280.00	90.00	10,614.13
Taxes Withheld			
Federal Withholding	-14.00	0.00	-866.00
Medicare Employee	-18.56	-1.31	-157.42
Social Security Employee	-79.36	-5.58	-673.16
IL - Withholding	-63.37	-4.46	-475.18
Medicare Employee Addl Tax	0.00	0.00	0.00
Total Taxes Withheld	-175.29	-11.35	-2,171.76
Deductions from Net Pay			
IMRF-VAC	0.00	0.00	-304.67
Total Deductions from Net Pay	0.00	0.00	-304.67
Additions to Net Pay			
Reimbursement	0.00	0.00	13.79
Total Additions to Net Pay	0.00	0.00	13.79
Net Pay	1,104.71	78.65	8,151.49
Employer Taxes and Contributions			
Medicare Company	18.56	1.31	157.42
Social Security Company	79.36	5.58	673.16
IL - Unemployment	10.88	0.00	36.62
IMRF Co. Match	0.00	0.00	173.06
Total Employer Taxes and Contributions	108.80	6.89	1,040.26

**RIGHT OF WAY USE AGREEMENT
FOR BROADBAND INTERNET
BY AND BETWEEN
THE
[Village of Oreana, Illinois]
AND
ESSEX TELCOM, INC.
dba RISE BROADBAND**

This Right of Way Use Agreement (hereinafter, the “Agreement”) is made between the [Village of Oreana, Illinois], an Illinois municipal corporation (including the lawful successor, transferee, designee, or assignee thereof, hereinafter, the “City”), and Essex Telcom, Inc., an Illinois corporation, dba Rise Broadband (including its operational affiliates, hereinafter, “Grantee”), effective as of the date last signed below (the “Effective Date”). City and Grantee are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the Grantee has requested access to public rights of way from the City for the provision of broadband services within the City and the Parties have agreed to establish certain rights and obligations between the Parties with respect to Grantee’s construction, operation and maintenance of a fiber optic network within the City; and

WHEREAS, to facilitate the provision by Grantee of the broadband services, the Parties have agreed the Grantee shall have access to public ways as defined below; and

WHEREAS, the Parties desire to enter into this Agreement to provide for such rights and obligations, all upon the terms and conditions as are more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

SECTION 1: Definition of Terms.

For purposes of this Agreement and except as defined elsewhere in this Agreement, all capitalized terms, phrases, words, and abbreviations used herein shall have the meanings as are ascribed to them in this Section 1.

“Access Area” means the legal boundaries of the City.

“BIAS” means broadband internet access service, which is a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the service.

“FCC” means the Federal Communications Commission of the United States of America.

“Fiber Optic Network” means Grantee’s facilities and equipment that comprise the network, consisting of a set of signal generation, reception and control equipment and fiber routes that are collectively designed to provide BIAS to multiple Subscribers within the Access Area, but such term does not include (i) a facility that serves Subscribers without using any Public Ways, (ii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, as amended, except that such a facility shall be considered a Fiber Optic Network to the extent such facility is also used in the transmission of BIAS directly to Subscribers; or (iii) any facilities of any electric utility used solely for operating its electric utility systems.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public Way” shall mean the surface of, and the space above and below, any public street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Access Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City along such surface or space.

“Subscriber” means a Person who lawfully receives with the Grantee’s express permission, and pays Grantee for, the provision of BIAS over the Fiber Optic Network.

SECTION 2: Grant of Authority.

2.1. Grant. The City hereby authorizes the Grantee to construct and operate a Fiber Optic Network in the Public Ways within the Access Area and, for that purpose, to erect, install, construct, micro-trench, repair, replace, reconstruct, maintain, or retain in any Public Way such wires, lines, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to, or useful in the operation of, the Fiber Optic Network, and to provide BIAS over the Fiber Optic Network.

2.2. Term and Renewal. The initial term of this Agreement shall be for a period of twenty (20) years from the Effective Date, unless earlier terminated in accordance with the terms herein and/or applicable law (the “Initial Term”). This Agreement shall automatically renew for up to two (2) additional five (5) year periods thereafter (each, a “Renewal Term”), unless Grantee notifies the City of its intent not to renew at least one hundred and twenty (120) days prior to the end of the Initial Term or the then current Renewal Term.

2.3. Fees. Grantee shall not be required to pay any additional fees to the City under this Agreement, including any site specific permits for the installation of facilities that shall be used for the Sale of Telecommunications at Retail, as defined under the Telecommunications Municipal Infrastructure Maintenance Fee Act (“TIMFA”) (35 ILCS 635/10), so long as (i) Grantee maintains its status as a Telecommunications Retailer under TIMFA and (ii) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5) to

the State of Illinois. In the event Grantee installs facilities that shall not provide “Telecommunications” as defined under the TIMFA, Grantee shall so inform the City and be subject to the City’s permit and license fees for such installation.

2.4. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power. City’s obligations to police the use of the Public Way shall be limited solely to those areas located within the territorial limits of the City.

2.5. Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the City to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (iii) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity. In the event an application similar access is filed with the City proposing to serve the Access Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application or similar request.

2.7. Parking. Notwithstanding anything to the contrary herein, and provided that appropriate vehicle safety markings have been deployed, Grantee’s vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair, and maintenance work on the Fiber Optic Network and/or in connection with its provision of BIAS to Subscribers.

SECTION 3: Construction and Maintenance of the Fiber Optic Network.

3.1. Public Way Regulation. Except as may be otherwise provided in this Agreement, Grantee shall comply with all provisions generally applicable to all occupants of the Public Way.

3.2. Aerial and Underground Construction. At the time of Fiber Optic Network construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Access Area are underground, the Grantee shall place its Fiber Optic Networks’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s fiber and other equipment without technical degradation of the Fiber Optic Network’s signal quality. In any region(s) of the Access Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Notwithstanding the foregoing, Grantee shall consult and cooperate in good faith with the City about whether to locate newly deployed transmission or distribution facilities underground prior to their deployment.

3.3. Relocation. Grantee acknowledges that the City may require, from time to time, that Grantee's facilities placed in the Public Way pursuant to this Agreement be relocated if deemed reasonably necessary for the public health, safety and welfare by the City, in its sole discretion, for any public projects or improvement. Grantee shall participate, and shall be provided an opportunity to, participate in the planning for relocation of its facilities, if any, and shall be reimbursed its relocation costs from public or private funds allocated for such relocation to the same extent as such funds are made available to other users of the Public Way, if any. Upon receipt of notification by City to Grantee that the facilities will need to be relocated, the Parties will, within thirty (30) days, mutually agree upon the length of time it will take for Grantee to accommodate such request, and upon and in accordance with the terms of such agreement, Grantee shall proceed with such relocation. City agrees that it shall use reasonable efforts to assist Grantee with any relocation required under this Section 3.3.

3.4. Non-Interference. The City shall not physically interfere with or cause harmful interference to the Fiber Optics Network installed by Grantee pursuant to this Agreement. The Parties shall coordinate with each other on any maintenance of the Public Way and the Fiber Optic Network so as not to obstruct or impede each other's performance of such maintenance. Grantee shall provide the City with a telephone number that the City can contact to request Grantee's coordination pursuant to this Section.

SECTION 4: Service Obligations.

4.1. Technical Standards. The Grantee shall comply with all applicable industry technical standards mutually agreed by the Parties from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City.

4.2. Annexations and New/Planned Developments. In cases of annexation to the Access Area, the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Fiber Optic Network is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Agreement.

4.3. Subscriber Service Obligations. The City and Grantee acknowledge that Section 8.1(a) of the FCC's rules, 47 C.F.R. § 8.1(a), requires BIAS providers to publicly disclose accurate information to their Subscribers regarding the providers' network management practices, performance characteristics, and commercial terms of its BIAS. Grantee shall comply with this disclosure obligation and all other consumer disclosure and information protection requirements under applicable law.

SECTION 5: Proprietary Information.

5.1. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Fiber Optic Network design, Subscriber lists, marketing plans, financial information, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection, but not copying or removal. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Assignment of Agreement or Transfer of Control of Grantee.

6.1. The Grantee may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. If City should fail to reply to Grantee’s notice of assignment and request for consent within thirty (30) days, City’s consent shall be deemed granted. No consent shall be required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Agreement in order to secure indebtedness, (2) a transfer to an affiliate of Grantee that controls Grantee, is directly or indirectly owned or controlled by Grantee, or is commonly controlled with Grantee, or (3) a transfer of control to any person or entity which acquires, directly or indirectly, substantially all of the assets of, or a controlling ownership interest in, Grantee as a going concern.

SECTION 7: Insurance, Indemnity, and Limitation of Liability.

7.1. Insurance. Throughout the term of this Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and, at their request, provide the City with a certificate(s) of insurance demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be (1) in the minimum amounts of no less than two million dollars (\$2,000,000.00) each occurrence and five million dollars (\$5,000,000.00) in the aggregate for bodily injury or death; and (2) in the minimum amount of no less than two million dollars (\$2,000,000.00) each occurrence and in the aggregate for property damage. Grantee shall provide the City with at least thirty (30) days’ prior written notice of any cancellation of such policy or policies. The Grantee shall provide workers’ compensation coverage in accordance with applicable law. The Grantee shall indemnify and

hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Agreement.

7.2. Indemnification. Except as otherwise set forth in Section 7.2.1 below, the Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the “Indemnitees”) from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney’s fees and costs of suit or defense (the “Indemnification Events”), arising in the course of the Grantee constructing, operating or maintaining its Fiber Optic Network within the City. The Grantee’s obligation with respect to the Indemnitees shall apply to Indemnification Events, which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City’s receipt of a claim or action pursuant to this Section. For purposes of this Section, the word “timely” shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City. The indemnification provided for herein shall survive the expiration or earlier termination of this Agreement for a period of two (2) years.

7.2.1 The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2 Nothing herein shall be construed to limit the Grantee’s duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

7.3. Limitation of Liability. In connection with the subject matter of this Agreement, neither Party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. This limitation shall survive the expiration or earlier termination of this Agreement.

SECTION 8: Breach of Agreement; Default.

8.1. Notice of Violation or Default. Upon a failure by Grantee to comply with any material term of this Agreement, the City shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default and demand that Grantee promptly remedy or cure such default.

8.2. Right to Cure; Termination. If such default is not cured within sixty (60) days after the receipt of such notice (or, if such default cannot be cured within such sixty (60) day period, if the Grantee does not commence and diligently continue actions to cure such default), the City shall be entitled, without prejudice to any of its other rights conferred on it by this

Agreement, in addition to any other remedies available to it by law or in equity, to terminate this Agreement by giving written notice to take effect within thirty (30) days after such notice unless Grantee shall cure such default within said thirty (30) days.

8.3. Specific Performance. Nothing in this Agreement shall preclude the Parties from seeking immediate equitable and/or injunctive relief from a court of proper jurisdiction with regard to any breach of this Agreement, including, but not limited to, specific performance, a temporary restraining order, or an injunction related to the purposes of this Agreement.

SECTION 9: Miscellaneous Provisions.

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Fiber Optic Network, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s fiber or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such Party, addressed as follows:

To the City:

Village of Oreana

ATTN: Mayor Aaron Keathley ph. 217-468-2476

To the Grantee:

Essex Telcom, Inc., dba
Rise Broadband
61 Inverness Drive East, Suite 250
Englewood, CO 80112
ATTN: Legal Dept.

With a copy to:

legal@risebroadband.com

9.3. Entire Agreement. This Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.3 and 2.4 of this Agreement, all ordinances or parts of ordinances related to the provision of BIAS that are in

conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either Party may notify the other in writing that the Agreement has been materially altered by the change and of the election to begin negotiations to amend the Agreement in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the Parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. Governing Law. This Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Venue. Except as to any matter within the jurisdiction of the Federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Macon County, Illinois. Any matter brought pursuant to the jurisdiction of the Federal court shall be brought in the United States District Court of the Northern District of Illinois – Western Division.

9.7. Modification. Except as otherwise specifically provided herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

9.9. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under State or Federal law unless such waiver is expressly stated herein. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

9.10. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the

Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Agreement in the name of the Grantee.

9.12. Counterparts. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission (or other form of electronic communication, such as .pdf) of a counterpart hereto shall constitute an original hereof.

(signatures of the Parties to appear on the following page)

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the Effective Date.

[VILLAGE OF OREANA],
an Illinois municipal corporation

ESSEX TELCOM, INC.,
dba Rise Broadband

By _____
Name _____
Its _____

By _____
Name _____
Title _____

ATTEST:

City Clerk



330 N. Warren, Argenta, IL 62501

217-795-4529

The Argenta-Oreana Sesquicentennial Committee and Argenta In Motion are planning a sesquicentennial celebration including fireworks for Saturday, September 9, 2023. The day will include the Argenta Fall Festival hosted by The Bridge Church, Blues, Brews, and Bar-B-Que event hosted by Bargenta, a parade celebrating our village, an open house at Prairie River Museum with an ice cream social (ice cream provided by Kups & Kones) in Prairie Park including music and food. The day will end with a fireworks show.

We are trying to raise money for this 150 year event. AIM has contributed \$5,000 towards the fireworks. Our goal is to raise at least \$10,000 for the fireworks and to offset any cost of this one-time celebration. We are asking for your help in meeting this goal.

If you wish to donate, you may deposit your contribution at Gerber State Bank in the AIM savings account, or send a check made out to Argenta In Motion to the Argenta Village Hall, 330 N. Warren St., Argenta, IL 62501.

People fondly remember the Centennial Celebration in 1973, and we are planning to have a similar although smaller event to celebrate 150 years. We appreciate any donation to help make this celebration memorable.

Thank you.

Argenta-Oreana Sesquicentennial Committee

Argenta In Motion