



## **Revised Meeting Agenda**

Meeting Date and Time: March 18, 2025

@ 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 January and February 2025
- Minutes from December 17th, 2025 and January 21st, 2025 Regular Meeting
- Bills for February 2025 and March 2025

Administrative Reports

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

Old Business

New Business

- Update on water main project
- Consideration and or approval of a water tower maintenance contracts
- Consideration and or approval of the trade-in/municipal lease of a JD Z950R (John Deere Mower)

Adjournment



Board of Trustees Agenda  
 Regular Meeting of the Village Board  
 Tuesday January 21st, 2025  
 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	Absent
Trustee Hiser	Present	Trustee Donath	Present
Mayor Keathley	Present	Attorney Weatherford	Absent
Clerk Kirby	Present	Treasurer Koszesza	Absent

**Mayor Keathley declared a quorum present.**

**Consent Agenda:**

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

Income: \$56,951.29

Expenses: \$ 37,495.02

Bill: \$108,013.51

Minutes from December 17th, 2024, Meeting and Consent agenda for December  
 A general discussion was held. A roll call vote was taken.

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

Mayor Keathley declared Motion Carried.

## **Administrative Reports:**

Mayor - None

Clerk – None

Treasurer – None

Attorney – None

Engineer- None

Police – None

Public Works – None

**Public Comment:** None

**Old Business:** None

**New Business:** None

The **first** item on the agenda is Update on Water Main Project.

Mayor Keathley gave an update that he would give an update at the March 2025 Board Meeting.

Discussion was held.

No Action was taken at this time.

The **second** item on the agenda is **Consideration Approval of water tower maintenance contract.**

Mayor Keathley explained to the board what different cost would be for maintenance of the water tower.

Discussion was held.

No Action was taken at this time

The **third** item on the agenda is **The Discussion of water rates and charges for the other government bodies located within the village.**

Mayor Keathley explained to the board this would be Monthly usage for The Community Center and the Township. That amount would be \$32.12.

A **motion** was made by Trustee Ward, seconded by Trustee Creamer to **Approve of water rates and charges for the other government bodies located within the village.**

A roll call vote was taken.

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

Mayor Keathley declared **Motion Carried.**

**Adjournment**

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

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

Dated this day, Tuesday January 21<sup>st</sup>, 2025.

---

Anne Kirby, Village Clerk

Approved:

---

Aaron Keathley, Mayor



**Village of Oreana  
Treasurer's Reports  
March 18, 2025  
Board Meeting**

Village of Oreana  
Profit & Loss by Class  
February 2025

	Admin (01 - General)	Park (01 - General)	Police (01 - General)	Street (01 - General)	01 - General - Ot... (01 - General)	Total 01 - General	12 - INS
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
3110 · Property Tax Levies	15,267.65	0.00	0.00	0.00	0.00	15,267.65	0.00
3400 · Video Gaming Tax	2,747.87	0.00	0.00	0.00	0.00	2,747.87	0.00
3410 · State Income Tax	13,301.17	0.00	0.00	0.00	0.00	13,301.17	0.00
3430 · Motor Fuel Tax Allotments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3440 · Telecommunication Tax	116.74	0.00	0.00	0.00	0.00	116.74	0.00
3450 · Sales/Use Tax	9,030.30	0.00	0.00	0.00	0.00	9,030.30	0.00
3460 · Cannabis Use Tax	117.67	0.00	0.00	0.00	0.00	117.67	0.00
3490 · Franchise Income	151.59	0.00	0.00	0.00	0.00	151.59	0.00
3520 · Fines	0.00	0.00	187.00	0.00	0.00	187.00	0.00
3600 · Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3605 · Turn On Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3610 · Water/Sewer Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3620 · Penalty Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>40,732.99</b>	<b>0.00</b>	<b>187.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40,919.99</b>	<b>0.00</b>
<b>Gross Profit</b>	<b>40,732.99</b>	<b>0.00</b>	<b>187.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40,919.99</b>	<b>0.00</b>
<b>Expense</b>							
4200 · Employees Salaries	1,475.74	1,943.30	4,809.08	2,043.48	0.00	10,271.60	0.00
4260 · Employee Health Insurance	890.33	0.00	0.00	0.00	-164.88	725.45	0.00
4300 · Elected Salaries	1,140.00	0.00	0.00	0.00	0.00	1,140.00	0.00
4510 · IMRF - Employers Portion	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4520 · SS - Employers Portion	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4530 · Unemployment Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5325 · Engineering	0.00	0.00	0.00	0.00	0.00	0.00	74.87
5330 · Attorney/Legal Fees	78.00	0.00	0.00	0.00	0.00	78.00	0.00
5510 · Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5520 · Telephone/Cell Phone	449.30	0.00	0.00	0.00	0.00	449.30	0.00
5610 · Membership Dues & Subscrip...	85.88	0.00	0.00	0.00	0.00	85.88	0.00
5710 · Utilities	337.77	0.00	0.00	897.32	0.00	1,235.09	0.00
5780 · Sewer Discharge Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5930 · Rentals	45.47	0.00	0.00	0.00	0.00	45.47	0.00
6110 · Maintenance Supplies	0.00	0.00	0.00	44.63	0.00	44.63	0.00
6550 · Automotive Fuel/Oil	0.00	0.00	0.00	40.00	0.00	40.00	0.00
6560 · Chemicals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7200 · Interest Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8500 · Capital Outlay - Utility	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expense</b>	<b>4,502.49</b>	<b>1,943.30</b>	<b>4,809.08</b>	<b>3,025.43</b>	<b>-164.88</b>	<b>14,115.42</b>	<b>74.87</b>
<b>Net Ordinary Income</b>	<b>36,230.50</b>	<b>-1,943.30</b>	<b>-4,622.08</b>	<b>-3,025.43</b>	<b>164.88</b>	<b>26,804.57</b>	<b>-74.87</b>
<b>Net Income</b>	<b>36,230.50</b>	<b>-1,943.30</b>	<b>-4,622.08</b>	<b>-3,025.43</b>	<b>164.88</b>	<b>26,804.57</b>	<b>-74.87</b>

Village of Oreana  
Profit & Loss by Class  
February 2025

	13 - IMRF	14 - SS	15 - MFT	51 - Water	52 - Sewer	Unclassified	TOTAL
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
3110 · Property Tax Levies	0.00	0.00	0.00	0.00	0.00	0.00	15,267.65
3400 · Video Gaming Tax	0.00	0.00	0.00	0.00	0.00	0.00	2,747.87
3410 · State Income Tax	0.00	0.00	0.00	0.00	0.00	0.00	13,301.17
3430 · Motor Fuel Tax Allotments	0.00	0.00	3,263.97	0.00	0.00	0.00	3,263.97
3440 · Telecommunication Tax	0.00	0.00	0.00	0.00	0.00	0.00	116.74
3450 · Sales/Use Tax	0.00	0.00	0.00	0.00	0.00	0.00	9,030.30
3460 · Cannabis Use Tax	0.00	0.00	0.00	0.00	0.00	0.00	117.67
3490 · Franchise Income	0.00	0.00	0.00	0.00	0.00	0.00	151.59
3520 · Fines	0.00	0.00	0.00	0.00	0.00	0.00	187.00
3600 · Interest Income	0.00	0.00	246.82	73.10	0.00	0.00	319.92
3605 · Turn On Fee	0.00	0.00	0.00	50.00	0.00	0.00	50.00
3610 · Water/Sewer Revenues	0.00	0.00	0.00	21,456.98	18,155.55	0.00	39,612.53
3620 · Penalty Revenue	0.00	0.00	0.00	328.42	263.21	0.00	591.63
<b>Total Income</b>	<b>0.00</b>	<b>0.00</b>	<b>3,510.79</b>	<b>21,908.50</b>	<b>18,418.76</b>	<b>0.00</b>	<b>84,758.04</b>
<b>Gross Profit</b>	<b>0.00</b>	<b>0.00</b>	<b>3,510.79</b>	<b>21,908.50</b>	<b>18,418.76</b>	<b>0.00</b>	<b>84,758.04</b>
<b>Expense</b>							
4200 · Employees Salaries	0.00	0.00	0.00	2,225.07	0.00	0.00	12,496.67
4260 · Employee Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	725.45
4300 · Elected Salaries	0.00	0.00	0.00	0.00	0.00	0.00	1,140.00
4510 · IMRF - Employers Portion	247.96	0.00	0.00	0.00	0.00	0.00	247.96
4520 · SS - Employers Portion	0.00	1,030.55	0.00	0.00	0.00	0.00	1,030.55
4530 · Unemployment Insurance	0.00	0.00	0.00	0.00	0.00	0.00	74.87
5325 · Engineering	0.00	0.00	0.00	3,294.84	0.00	0.00	3,294.84
5330 · Attorney/Legal Fees	0.00	0.00	0.00	0.00	0.00	0.00	78.00
5510 · Postage	0.00	0.00	0.00	414.25	0.00	0.00	414.25
5520 · Telephone/Cell Phone	0.00	0.00	0.00	0.00	0.00	0.00	449.30
5610 · Membership Dues & Subscrip...	0.00	0.00	0.00	43.68	0.00	0.00	129.56
5710 · Utilities	0.00	0.00	0.00	9,083.24	0.00	0.00	10,318.33
5780 · Sewer Discharge Fees	0.00	0.00	0.00	0.00	2,716.39	0.00	2,716.39
5930 · Rentals	0.00	0.00	0.00	0.00	0.00	0.00	45.47
6110 · Maintenance Supplies	0.00	0.00	0.00	0.00	0.00	0.00	44.63
6550 · Automotive Fuel/Oil	0.00	0.00	0.00	0.00	0.00	0.00	40.00
6560 · Chemicals	0.00	0.00	0.00	555.72	0.00	0.00	555.72
7200 · Interest Payments	0.00	0.00	0.00	5,232.34	0.00	0.00	5,232.34
8500 · Capital Outlay - Utility	0.00	0.00	0.00	26,316.22	0.00	0.00	26,316.22
<b>Total Expense</b>	<b>247.96</b>	<b>1,030.55</b>	<b>0.00</b>	<b>47,165.36</b>	<b>2,716.39</b>	<b>0.00</b>	<b>65,350.55</b>
<b>Net Ordinary Income</b>	<b>-247.96</b>	<b>-1,030.55</b>	<b>3,510.79</b>	<b>-25,256.86</b>	<b>15,702.37</b>	<b>0.00</b>	<b>19,407.49</b>
<b>Net Income</b>	<b>-247.96</b>	<b>-1,030.55</b>	<b>3,510.79</b>	<b>-25,256.86</b>	<b>15,702.37</b>	<b>0.00</b>	<b>19,407.49</b>

	Feb 28, 25
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
01-1110 · Checking Acct	7,016.31
01-1152 · General MMDA	
01-1150 · General	509,601.21
01-1151 · ARPA Grant	110,307.60
	619,908.81
<b>Total 01-1152 · General MMDA</b>	<b>619,908.81</b>
11-1150 · Audit MMDA	15,131.05
12-1150 · Insurance MMDA	18,021.07
13-1150 · IMRF MMDA	24,724.14
14-1150 · Social Security MMDA	12,449.49
15-1122 · MFT MMDA	
15-1120 · MFT	171,665.62
15-1121 · Rebuild Illinois Funds	9,610.99
	181,276.61
<b>Total 15-1122 · MFT MMDA</b>	<b>181,276.61</b>
16-1140 · Clearinghouse	994.00
50-1100 · Water/Sewer	
51-1130 · Surplus MM	15,855.44
51-1150 · Water	-35,877.03
52-1150 · Sewer	168,710.43
	148,688.84
<b>Total 50-1100 · Water/Sewer</b>	<b>148,688.84</b>
51-1125 · Bond Int & Repayment	59,985.77
	1,088,196.09
<b>Total Checking/Savings</b>	<b>1,088,196.09</b>
<b>Other Current Assets</b>	
<b>Certificates of Deposit</b>	
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
	51,500.00
<b>Total Certificates of Deposit</b>	<b>51,500.00</b>
<b>Total Other Current Assets</b>	<b>51,500.00</b>



	<u>Feb 28, 25</u>
<b>Total Current Assets</b>	1,139,696.09
<b>Fixed Assets</b>	
<b>Fixed Assets</b>	
01-1610 · Land.	177,020.20
01-1700 · Infrastructure	337,607.76
01-1709 · Accum Depr-Infrastructure	-246,569.53
01-1720 · Buildings	17,810.04
01-1729 · Accum Depr-Buildings	-13,546.17
01-1740 · Machinery & Equipment	466,575.68
01-1749 · Accum Depr-Machinery & E...	-284,150.11
51-1505 · Land	18,420.00
51-1530 · Equipment	49,086.85
51-1535 · Accum Depr-Equipment	-36,993.46
51-1541 · Treatment Plant & Pump Sta...	3,155,314.71
51-1546 · Accum Depr.-Treat. Plnt & P...	-1,104,089.62
52-1620 · Sewer System	4,134,103.00
52-1629 · Accum Depr-Sewer System	-992,184.68
<b>Total Fixed Assets</b>	<u>5,678,404.67</u>
<b>Total Fixed Assets</b>	5,678,404.67
<b>Other Assets</b>	
01-1352 · General Due from SS Fund	715.12
01-2015 · General - Due to/from Water	-1,550.82
14-2010 · Soc Sec - Due to/from General	-715.12
51-2006 · Water - Due to/from General	1,550.82
51-2052 · Water - Due to/from Sewer	250.00
52-2051 · Sewer - Due to/from Water	-250.00
<b>Total Other Assets</b>	<u>0.00</u>
<b>TOTAL ASSETS</b>	<u><u>6,818,100.76</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2100 · Payroll Liabilities	
2110 · Fed/SS/Med Payable	2,947.10
2120 · State Withholding	589.09

	<u>Feb 28, 25</u>
2131 · IL Unemployment	221.06
2151 · IMRF Withholding	1,061.50
<b>Total 2100 · Payroll Liabilities</b>	<b>4,818.75</b>
2570 · Customer Deposit Liab	16,230.00
2610 · SDD Contract	2,495,615.33
2620 · Water Bond Payable 2021	224,000.00
2650 · IEPA Loan	1,062,283.18
2700 · Loan Payable - Ford Credit	34,903.12
2800 · Park Walking Path Note Paya...	7,527.96
2950 · Lease Payable John Deere	1.01
2960 · Lease Payable DLL Wheelload...	19,878.36
2961 · Lease Payable - Axon	2,831.73
<b>Total Other Current Liabilities</b>	<b>3,868,089.44</b>
<b>Total Current Liabilities</b>	<b>3,868,089.44</b>
<b>Total Liabilities</b>	<b>3,868,089.44</b>
<b>Equity</b>	
01-3000 · Fund Balance-General	959,944.40
11-3000 · Fund Balance-Audit	18,304.87
12-3000 · Fund balance INS	15,503.17
13-3000 · Fund balance - IMRF	22,103.73
14-3000 · Fund balance - S.S.	13,117.02
15-3000 · Fund balance - MFT	156,110.94
51-3900 · Retained Earnings Unres-Water	600,355.09
51-3950 · Retained Earnings Res-Water	317,755.73
52-3900 · Retained Earnings - Sewer	837,935.96
Net Income	8,880.41
<b>Total Equity</b>	<b>2,950,011.32</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>6,818,100.76</u></b>

Village of Oreana  
**Payroll Summary**  
February 2025

	Burns, Ronnie	Coloni, Larry J	Creamer, Lori J	Donath, Aaron P	Hiser, Loren G	Keathley, Aaron
<b>Employee Wages, Taxes and Adjustments</b>						
<b>Gross Pay</b>						
Salary - Elected	0.00	0.00	90.00	90.00	90.00	600.00
Salary - Employee - ADM	0.00	0.00	0.00	0.00	0.00	0.00
Overtime (x1.5) hourly-Police	0.00	0.00	0.00	0.00	0.00	0.00
Overtime (x1.5) hourly-Street	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	918.75	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	0.00	1,140.44	0.00	0.00	0.00	0.00
<b>Total Gross Pay</b>	<b>918.75</b>	<b>1,140.44</b>	<b>90.00</b>	<b>90.00</b>	<b>90.00</b>	<b>600.00</b>
<b>Deductions from Gross Pay</b>						
Dependent Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00
IMRF-VAC	0.00	0.00	0.00	0.00	0.00	0.00
IMRF Emp.	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Deductions from Gross Pay</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Adjusted Gross Pay</b>	<b>918.75</b>	<b>1,140.44</b>	<b>90.00</b>	<b>90.00</b>	<b>90.00</b>	<b>600.00</b>
<b>Taxes Withheld</b>						
Federal Withholding	0.00	-100.00	0.00	0.00	0.00	0.00
Medicare Employee	-13.33	-16.54	-1.30	-1.30	-1.30	-8.70
Social Security Employee	-56.96	-70.71	-5.58	-5.58	-5.58	-37.20
IL - Withholding	-45.48	-23.90	-4.46	0.00	-4.46	-17.94
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Taxes Withheld</b>	<b>-115.77</b>	<b>-211.15</b>	<b>-11.34</b>	<b>-6.88</b>	<b>-11.34</b>	<b>-63.84</b>
<b>Additions to Net Pay</b>						
Reimbursement	0.00	14.25	0.00	0.00	0.00	0.00
<b>Total Additions to Net Pay</b>	<b>0.00</b>	<b>14.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Pay</b>	<b>802.98</b>	<b>943.54</b>	<b>78.66</b>	<b>83.12</b>	<b>78.66</b>	<b>536.16</b>
<b>Employer Taxes and Contributions</b>						
Medicare Company	13.33	16.54	1.30	1.30	1.30	8.70
Social Security Company	56.96	70.71	5.58	5.58	5.58	37.20
IL - Unemployment	6.89	8.55	0.00	0.00	0.00	0.00
IMRF Co. Match	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Employer Taxes and Contributions</b>	<b>77.18</b>	<b>95.80</b>	<b>6.88</b>	<b>6.88</b>	<b>6.88</b>	<b>45.90</b>

Village of Oreana  
**Payroll Summary**  
February 2025

	Kirby, Anne	Koszesza, Sherry L	Lewis, Austin	Runyen, Judith D	Tertocha, Thomas A	Ward, Angela
<b>Employee Wages, Taxes and Adjustments</b>						
<b>Gross Pay</b>						
Salary - Elected	0.00	0.00	0.00	90.00	0.00	90.00
Salary - Employee - ADM	262.96	1,212.78	0.00	0.00	0.00	0.00
Overtime (x1.5) hourly-Police	0.00	0.00	0.00	0.00	0.00	0.00
Overtime (x1.5) hourly-Street	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	1,010.63	0.00	257.26	0.00
Street - Hourly	0.00	0.00	0.00	0.00	0.00	0.00
Water - Hourly	112.98	0.00	0.00	0.00	0.00	0.00
<b>Total Gross Pay</b>	<b>375.94</b>	<b>1,212.78</b>	<b>1,010.63</b>	<b>90.00</b>	<b>257.26</b>	<b>90.00</b>
<b>Deductions from Gross Pay</b>						
Dependent Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00
IMRF-VAC	0.00	0.00	0.00	0.00	0.00	0.00
IMRF Emp.	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Deductions from Gross Pay</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Adjusted Gross Pay</b>	<b>375.94</b>	<b>1,212.78</b>	<b>1,010.63</b>	<b>90.00</b>	<b>257.26</b>	<b>90.00</b>
<b>Taxes Withheld</b>						
Federal Withholding	0.00	-68.00	0.00	0.00	0.00	0.00
Medicare Employee	-5.45	-17.58	-14.66	-1.30	-3.73	-1.30
Social Security Employee	-23.31	-75.19	-62.65	-5.58	-15.95	-5.58
IL - Withholding	-18.61	-60.03	-50.03	0.00	-1.88	-4.46
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Taxes Withheld</b>	<b>-47.37</b>	<b>-220.80</b>	<b>-127.34</b>	<b>-6.88</b>	<b>-21.56</b>	<b>-11.34</b>
<b>Additions to Net Pay</b>						
Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Additions to Net Pay</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Pay</b>	<b>328.57</b>	<b>991.98</b>	<b>883.29</b>	<b>83.12</b>	<b>235.70</b>	<b>78.66</b>
<b>Employer Taxes and Contributions</b>						
Medicare Company	5.45	17.58	14.66	1.30	3.73	1.30
Social Security Company	23.31	75.19	62.65	5.58	15.95	5.58
IL - Unemployment	2.82	9.09	7.58	0.00	1.93	0.00
IMRF Co. Match	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Employer Taxes and Contributions</b>	<b>31.58</b>	<b>101.86</b>	<b>84.89</b>	<b>6.88</b>	<b>21.61</b>	<b>6.88</b>

Village of Oreana  
**Payroll Summary**  
February 2025

	Welker, Austin G	Wheeler, Gregory G	White, Chelsey L	TOTAL
<b>Employee Wages, Taxes and Adjustments</b>				
<b>Gross Pay</b>				
Salary - Elected	0.00	0.00	90.00	1,140.00
Salary - Employee - ADM	0.00	0.00	0.00	1,475.74
Overtime (x1.5) hourly-Police	661.56	0.00	0.00	661.56
Overtime (x1.5) hourly-Street	100.18	0.00	0.00	100.18
Park - Hourly	1,943.30	0.00	0.00	1,943.30
Police - Hourly	532.88	1,428.00	0.00	4,147.52
Street - Hourly	1,943.30	0.00	0.00	1,943.30
Water - Hourly	971.65	0.00	0.00	2,225.07
<b>Total Gross Pay</b>	<b>6,152.87</b>	<b>1,428.00</b>	<b>90.00</b>	<b>13,636.67</b>
<b>Deductions from Gross Pay</b>				
Dependent Health Insurance	-164.88	0.00	0.00	-164.88
IMRF-VAC	-492.23	0.00	0.00	-492.23
IMRF Emp.	-276.88	0.00	0.00	-276.88
<b>Total Deductions from Gross Pay</b>	<b>-933.99</b>	<b>0.00</b>	<b>0.00</b>	<b>-933.99</b>
<b>Adjusted Gross Pay</b>	<b>5,218.88</b>	<b>1,428.00</b>	<b>90.00</b>	<b>12,702.68</b>
<b>Taxes Withheld</b>				
Federal Withholding	-757.00	-11.00	0.00	-936.00
Medicare Employee	-86.82	-20.70	-1.30	-195.31
Social Security Employee	-371.25	-88.54	-5.58	-835.24
IL - Withholding	-282.70	-70.68	-4.46	-589.09
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00
<b>Total Taxes Withheld</b>	<b>-1,497.77</b>	<b>-190.92</b>	<b>-11.34</b>	<b>-2,555.64</b>
<b>Additions to Net Pay</b>				
Reimbursement	0.00	0.00	0.00	14.25
<b>Total Additions to Net Pay</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14.25</b>
<b>Net Pay</b>	<b>3,721.11</b>	<b>1,237.08</b>	<b>78.66</b>	<b>10,161.29</b>
<b>Employer Taxes and Contributions</b>				
Medicare Company	86.82	20.70	1.30	195.31
Social Security Company	371.25	88.54	5.58	835.24
IL - Unemployment	27.30	10.71	0.00	74.87
IMRF Co. Match	247.96	0.00	0.00	247.96
<b>Total Employer Taxes and Contributions</b>	<b>733.33</b>	<b>119.95</b>	<b>6.88</b>	<b>1,353.38</b>

	<u>Jan 31, 25</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
01-1110 · Checking Acct	9,933.92
01-1152 · General MMDA	
01-1150 · General	482,961.52
01-1151 · ARPA Grant	110,307.60
	<hr/>
<b>Total 01-1152 · General MMDA</b>	593,269.12
11-1150 · Audit MMDA	15,131.05
12-1150 · Insurance MMDA	18,095.94
13-1150 · IMRF MMDA	24,972.10
14-1150 · Social Security MMDA	13,480.04
15-1122 · MFT MMDA	
15-1120 · MFT	168,154.83
15-1121 · Rebuild Illinois Funds	9,610.99
	<hr/>
<b>Total 15-1122 · MFT MMDA</b>	177,765.82
16-1140 · Clearinghouse	994.00
50-1100 · Water/Sewer	
51-1130 · Surplus MM	15,855.44
51-1150 · Water	14,455.44
52-1150 · Sewer	127,732.45
	<hr/>
<b>Total 50-1100 · Water/Sewer</b>	158,043.33
51-1125 · Bond Int & Repayment	59,985.77
	<hr/>
<b>Total Checking/Savings</b>	1,071,671.09
<b>Other Current Assets</b>	
<b>Certificates of Deposit</b>	
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/>
<b>Total Certificates of Deposit</b>	51,500.00
	<hr/>
<b>Total Other Current Assets</b>	51,500.00
	<hr/>

	<u>Jan 31, 25</u>
<b>Total Current Assets</b>	1,123,171.09
<b>Fixed Assets</b>	
<b>Fixed Assets</b>	
01-1610 · Land.	177,020.20
01-1700 · Infrastructure	337,607.76
01-1709 · Accum Depr-Infrastructure	-246,569.53
01-1720 · Buildings	17,810.04
01-1729 · Accum Depr-Buildings	-13,546.17
01-1740 · Machinery & Equipmient	466,575.68
01-1749 · Accum Depr-Machinery & E...	-284,150.11
51-1505 · Land	18,420.00
51-1530 · Equipment	49,086.85
51-1535 · Accum Depr-Equipment	-36,993.46
51-1541 · Treatment Plant & Pump Sta...	3,155,314.71
51-1546 · Accum Depr.-Treat. Plnt & P...	-1,104,089.62
52-1620 · Sewer System	4,134,103.00
52-1629 · Accum Depr-Sewer System	-992,184.68
<b>Total Fixed Assets</b>	<u>5,678,404.67</u>
<b>Total Fixed Assets</b>	5,678,404.67
<b>Other Assets</b>	
01-1352 · General Due from SS Fund	715.12
01-2015 · General - Due to/from Water	-1,550.82
14-2010 · Soc Sec - Due to/from General	-715.12
51-2006 · Water - Due to/from General	1,550.82
51-2052 · Water - Due to/from Sewer	250.00
52-2051 · Sewer - Due to/from Water	-250.00
<b>Total Other Assets</b>	<u>0.00</u>
<b>TOTAL ASSETS</b>	<u><u>6,801,575.76</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2100 · Payroll Liabilities	
2110 · Fed/SS/Med Payable	4,994.22
2120 · State Withholding	976.82

	<u>Jan 31, 25</u>
2131 · IL Unemployment	146.19
2151 · IMRF Withholding	1,784.01
<b>Total 2100 · Payroll Liabilities</b>	<b>7,901.24</b>
2570 · Customer Deposit Liab	16,030.00
2610 · SDD Contract	2,495,615.33
2620 · Water Bond Payable 2021	224,000.00
2650 · IEPA Loan	1,062,283.18
2700 · Loan Payable - Ford Credit	34,903.12
2800 · Park Walking Path Note Paya...	7,527.96
2950 · Lease Payable John Deere	1.01
2960 · Lease Payable DLL Wheelload...	19,878.36
2961 · Lease Payable - Axon	2,831.73
<b>Total Other Current Liabilities</b>	<b>3,870,971.93</b>
<b>Total Current Liabilities</b>	<b>3,870,971.93</b>
<b>Total Liabilities</b>	<b>3,870,971.93</b>
<b>Equity</b>	
01-3000 · Fund Balance-General	959,944.40
11-3000 · Fund Balance-Audit	18,304.87
12-3000 · Fund balance INS	15,503.17
13-3000 · Fund balance - IMRF	22,103.73
14-3000 · Fund balance - S.S.	13,117.02
15-3000 · Fund balance - MFT	156,110.94
51-3900 · Retained Earnings Unres-Water	600,355.09
51-3950 · Retained Earnings Res-Water	317,755.73
52-3900 · Retained Earnings - Sewer	837,935.96
Net Income	-10,527.08
<b>Total Equity</b>	<b>2,930,603.83</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>6,801,575.76</b>



Village of Oreana  
Profit & Loss by Class

January 2025

	Admin (01 - General)	Park (01 - General)	Police (01 - General)	Street (01 - General)	01 - General - Other (01 - General)	Total 01 - General	12 - INS
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
3400 · Video Gaming Tax	2,387.45	0.00	0.00	0.00	0.00	2,387.45	0.00
3410 · State Income Tax	16,282.16	0.00	0.00	0.00	0.00	16,282.16	0.00
3430 · Motor Fuel Tax Allotments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3440 · Telecommunication Tax	111.77	0.00	0.00	0.00	0.00	111.77	0.00
3450 · Sales/Use Tax	6,476.46	0.00	0.00	0.00	0.00	6,476.46	0.00
3460 · Cannabis Use Tax	125.42	0.00	0.00	0.00	0.00	125.42	0.00
3520 · Fines	0.00	0.00	824.00	0.00	0.00	824.00	0.00
3600 · Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3605 · Turn On Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3610 · Water/Sewer Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3620 · Penalty Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>25,383.26</b>	<b>0.00</b>	<b>824.00</b>	<b>0.00</b>	<b>0.00</b>	<b>26,207.26</b>	<b>0.00</b>
<b>Gross Profit</b>	<b>25,383.26</b>	<b>0.00</b>	<b>824.00</b>	<b>0.00</b>	<b>0.00</b>	<b>26,207.26</b>	<b>0.00</b>
<b>Expense</b>							
4200 · Employees Salaries	1,475.74	3,379.07	7,789.76	4,628.50	0.00	17,273.07	0.00
4260 · Employee Health Insurance	890.33	0.00	0.00	0.00	-247.32	643.01	0.00
4300 · Elected Salaries	1,140.00	0.00	0.00	0.00	0.00	1,140.00	0.00
4510 · IMRF - Employers Portion	0.00	38.22	22.22	38.21	0.00	98.65	0.00
4520 · SS - Employers Portion	0.00	70.49	205.87	70.50	0.00	346.86	0.00
4530 · Unemployment Insurance	0.00	6.91	20.18	6.91	0.00	34.00	112.42
5310 · Audit	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5320 · Accounting Services	135.00	0.00	0.00	0.00	0.00	135.00	0.00
5325 · Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5330 · Attorney/Legal Fees	314.50	0.00	0.00	0.00	0.00	314.50	0.00
5490 · Other Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5510 · Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5520 · Telephone/Cell Phone	447.73	0.00	0.00	0.00	0.00	447.73	0.00
5560 · Dispatching	0.00	0.00	92.00	0.00	0.00	92.00	0.00
5610 · Membership Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5630 · Training/Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5710 · Utilities	315.08	0.00	0.00	669.17	0.00	984.25	0.00
5780 · Sewer Discharge Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5930 · Rentals	122.23	0.00	0.00	0.00	0.00	122.23	0.00
6110 · Maintenance Supplies	0.00	0.00	0.00	46.05	0.00	46.05	0.00
6130 · Maint Service - Equipment	0.00	0.00	0.00	30.78	0.00	30.78	0.00
6510 · Office Supplies	340.88	0.00	0.00	0.00	0.00	340.88	0.00
6520 · Operating Suppies	0.00	0.00	720.00	0.00	0.00	720.00	0.00
6550 · Automotive Fuel/Oil	0.00	0.00	740.16	594.50	0.00	1,334.66	0.00
6560 · Chemicals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9530 · SDD Gravity Sewer Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expense</b>	<b>5,181.49</b>	<b>3,494.69</b>	<b>9,590.19</b>	<b>6,084.62</b>	<b>-247.32</b>	<b>24,103.67</b>	<b>112.42</b>
<b>Net Ordinary Income</b>	<b>20,201.77</b>	<b>-3,494.69</b>	<b>-8,766.19</b>	<b>-6,084.62</b>	<b>247.32</b>	<b>2,103.59</b>	<b>-112.42</b>
<b>Net Income</b>	<b>20,201.77</b>	<b>-3,494.69</b>	<b>-8,766.19</b>	<b>-6,084.62</b>	<b>247.32</b>	<b>2,103.59</b>	<b>-112.42</b>

Village of Oreana  
Profit & Loss by Class  
January 2025

	13 - IMRF	14 - SS	15 - MFT	51 - Water	52 - Sewer	Unclassified	TOTAL
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
3400 · Video Gaming Tax	0.00	0.00	0.00	0.00	0.00	0.00	2,387.45
3410 · State Income Tax	0.00	0.00	0.00	0.00	0.00	0.00	16,282.16
3430 · Motor Fuel Tax Allotments	0.00	0.00	3,345.79	0.00	0.00	0.00	3,345.79
3440 · Telecommunication Tax	0.00	0.00	0.00	0.00	0.00	0.00	111.77
3450 · Sales/Use Tax	0.00	0.00	0.00	0.00	0.00	0.00	6,476.46
3460 · Cannabis Use Tax	0.00	0.00	0.00	0.00	0.00	0.00	125.42
3520 · Fines	0.00	0.00	0.00	0.00	0.00	0.00	824.00
3600 · Interest Income	0.00	0.00	0.00	5.29	0.00	0.00	5.29
3605 · Turn On Fee	0.00	0.00	0.00	50.00	0.00	0.00	50.00
3610 · Water/Sewer Revenues	0.00	0.00	0.00	18,945.28	19,954.53	0.00	38,899.81
3620 · Penalty Revenue	0.00	0.00	0.00	465.47	484.99	0.00	950.46
<b>Total Income</b>	<b>0.00</b>	<b>0.00</b>	<b>3,345.79</b>	<b>19,466.04</b>	<b>20,439.52</b>	<b>0.00</b>	<b>69,458.61</b>
<b>Gross Profit</b>	<b>0.00</b>	<b>0.00</b>	<b>3,345.79</b>	<b>19,466.04</b>	<b>20,439.52</b>	<b>0.00</b>	<b>69,458.61</b>
<b>Expense</b>							
4200 · Employees Salaries	0.00	0.00	0.00	3,626.15	0.00	0.00	20,899.22
4260 · Employee Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	643.01
4300 · Elected Salaries	0.00	0.00	0.00	0.00	0.00	0.00	1,140.00
4510 · IMRF - Employers Portion	306.37	0.00	0.00	19.11	0.00	0.00	424.13
4520 · SS - Employers Portion	0.00	1,233.92	0.00	86.33	0.00	0.00	1,667.11
4530 · Unemployment Insurance	0.00	0.00	0.00	8.47	0.00	0.00	154.89
5310 · Audit	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5320 · Accounting Services	0.00	0.00	0.00	0.00	0.00	0.00	135.00
5325 · Engineering	0.00	0.00	0.00	623.80	0.00	0.00	623.80
5330 · Attorney/Legal Fees	0.00	0.00	0.00	0.00	0.00	0.00	314.50
5490 · Other Professional Services	0.00	0.00	0.00	482.85	0.00	0.00	482.85
5510 · Postage	0.00	0.00	0.00	200.00	0.00	0.00	200.00
5520 · Telephone/Cell Phone	0.00	0.00	0.00	0.00	0.00	0.00	447.73
5560 · Dispatching	0.00	0.00	0.00	0.00	0.00	0.00	92.00
5610 · Membership Dues & Subscriptions	0.00	0.00	0.00	43.56	0.00	0.00	43.56
5630 · Training/Meetings	0.00	0.00	0.00	355.00	0.00	0.00	355.00
5710 · Utilities	0.00	0.00	0.00	7,649.31	0.00	0.00	8,633.56
5780 · Sewer Discharge Fees	0.00	0.00	0.00	0.00	3,257.10	0.00	3,257.10
5930 · Rentals	0.00	0.00	0.00	0.00	0.00	0.00	122.23
6110 · Maintenance Supplies	0.00	0.00	0.00	0.00	0.00	0.00	46.05
6130 · Maint Service - Equipment	0.00	0.00	0.00	0.00	0.00	0.00	30.78
6510 · Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	340.88
6520 · Operating Supplies	0.00	0.00	0.00	0.00	0.00	0.00	720.00
6550 · Automotive Fuel/Oil	0.00	0.00	0.00	0.00	0.00	0.00	1,334.66
6560 · Chemicals	0.00	0.00	0.00	555.72	0.00	0.00	555.72
9530 · SDD Gravity Sewer Loan	0.00	0.00	0.00	0.00	89,742.76	0.00	89,742.76
<b>Total Expense</b>	<b>306.37</b>	<b>1,233.92</b>	<b>0.00</b>	<b>13,650.30</b>	<b>92,999.86</b>	<b>0.00</b>	<b>132,406.54</b>
<b>Net Ordinary Income</b>	<b>-306.37</b>	<b>-1,233.92</b>	<b>3,345.79</b>	<b>5,815.74</b>	<b>-72,560.34</b>	<b>0.00</b>	<b>-62,947.93</b>
<b>Net Income</b>	<b>-306.37</b>	<b>-1,233.92</b>	<b>3,345.79</b>	<b>5,815.74</b>	<b>-72,560.34</b>	<b>0.00</b>	<b>-62,947.93</b>

11:07 AM  
02/18/25

Village of Oreana  
Bills for All Vendors  
All Transactions

Vendor	Num	Due Date	Amount
Amalgamated Bank of Chicago - IEPA Loan	IEPA/WRF270	02/18/2025	31,548.56
AMEREN IP	01160-30099	02/18/2025	2,027.15
Badger Meter	80184700	02/18/2025	43.68
BLUE CROSS BLUE SHIELD OF ILLINOIS		02/20/2025	890.33
CARD SERVICE CENTER	0101 02-07-25	02/18/2025	344.37
CHASTAIN & ASSOCIATES LLC	6921-01-31	02/18/2025	3,294.84
JOHNSON, CHILIGIRIS & WEATHERFORD	10097	02/18/2025	78.00
MACON COUNTY ETSB	Emergency Alerts	02/18/2025	85.88
MENARDS	78190	02/18/2025	44.63
Pitney Bowes	Postage refill	02/18/2025	400.00
SANITARY DISTRICT OF DECATUR	Discharge Fees	02/18/2025	2,716.39
VERIZON WIRELESS	6103994453	02/18/2025	342.93
VILLAGE OF FORSYTH	Water usage	02/18/2025	8,093.18
WATER SOLUTIONS UNLIMITED, INC	6972272	02/18/2025	555.72
WATTS COPY SYSTEMS	1381911	02/18/2025	8.30
WHITMORE TOWNSHIP	Office Rental	02/18/2025	37.17
<b>Total</b>			<b>50,511.13</b>

9:41 AM  
03/18/25

Village of Oreana  
Bills for All Vendors  
All Transactions

Vendor	Num	Due Date	Amount
Abby Dahman	Deposit Refund	03/18/2025	1.03
AMEREN IP	01160-30099	03/18/2025	2,077.15
AMERICAN LEGAL PUBLISHING CORP	41146	03/18/2025	100.00
Badger Meter	80187697	03/18/2025	43.68
BLUE CROSS BLUE SHIELD OF ILLINOIS		03/20/2025	890.33
CARD SERVICE CENTER	0101 03-11-25	03/18/2025	742.18
CC Fire Equipment Co Inc	46578	03/18/2025	122.50
CHASTAIN & ASSOCIATES LLC	6921-01-32	02/18/2025	1,569.03
DEANO'S BACKHOE SERVICE, LLC	1246	03/18/2025	750.00
JOHNSON, CHILIGIRIS & WEATHERFORD	10203	03/18/2025	46.25
KELLEY'S SEPTIC TANK & SEWER SERVICE, INC	13008218	03/18/2025	375.00
LETAC, MTU #10	FY26-31	03/18/2025	460.00
MENARDS	79090	03/18/2025	47.23
MENARDS	79856	03/18/2025	55.42
MIDWEST METER INC.	0175565-IN	03/18/2025	10,020.00
Pitney Bowes	Postage meter refill	03/18/2025	200.00
RADAR MAN INC	6495	03/18/2025	80.00
SANITARY DISTRICT OF DECATUR	Discharge Fee	03/18/2025	3,302.86
STOREY KENWORTHY	PINV1241498	03/18/2025	71.95
TOM'S STUMP GRINDING	26	03/18/2025	140.00
VERIZON WIRELESS	6106444628	03/18/2025	342.93
VILLAGE OF FORSYTH	Water Usage	03/18/2025	7,336.16
WATER SOLUTIONS UNLIMITED, INC	7004787	03/18/2025	555.72
WATTS COPY SYSTEMS	1389089	03/18/2025	81.14
WHITMORE TOWNSHIP	Office Rental	03/18/2025	37.17
<b>Total</b>			<b>29,447.73</b>

Village of Oreana  
New JD Z950R--s/n 140137

**Stk# 462332** Municipal Lease  
advance payment

	Trade Difference	Residual (JDJ doesn't charge)	Annual Payment
2 year			\$4,340.49
3 year	\$7,851.19	\$1.00	\$2,984.28
4 year			\$2,307.54
5 year			\$1,902.57

**From:** Matt Stoerger <mstoerger@ahwllc.com>  
**Sent:** Wednesday, February 26, 2025 9:12 AM  
**To:** Finance <finance@ahwllc.com>  
**Subject:** Village of Oreana JD Z950R

Village of Oreana Sourcewell Municipal Lease  
Length of Lease: 3 year  
# of hours per year 150 hours  
Needing payment information and terms.

**Matt Stoerger**

**Turf -Utility-Complete Goods Rep.**



**JOHN DEERE**



*Tomorrow's Solutions Today*

**600 W. Bridge St. Monticello IL 61856**

**217-824-1591**

[mstoerger@ahwllc.com](mailto:mstoerger@ahwllc.com)



# FULL-SERVICE MAINTENANCE PLAN



Oreana, IL

**Sphere - 150MG**

Oreana, IL

February 06, 2025

**MAGUIREWATER.COM**



## FULL-SERVICE MAINTENANCE PLAN CONTRACT

THIS AGREEMENT is made this 06 day of February, 2025, by and between Oreana, IL, hereinafter referred to in this Agreement as "Owner", and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as "the Company".

This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Sphere – 150 MG Water Tower(s) by the Company as outlined in **Schedule A**.

### 1. SCOPE:

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. **Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2025 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. **Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
- d. **Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.



- e. **Emergency:** The Company will provide emergency services, when needed, to perform all repairs covered under this contract. Reasonable travel time must be allowed for the repair unit to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The owner has the option to purchase relief valves for long-term use.
- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather, acts of terrorism or other "Acts of God"; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this agreement; (12) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

## 2. INSURANCE:

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

## 3. TERM:

This agreement shall be for one year and automatically renews annually on the contract execution date or the Owner's budget year defined as: Jan 1 through: Dec 31. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

## 4. COST/PAYMENT TERM:

The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. **Payment Options:**  quarterly,  semi-annually, or  X





annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

## 5. TANK MODIFICATION:

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

## 6. CHANGES IN LAW:

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## 7. ASSIGNMENT:

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the obligations of the Owner under this Agreement.

## 8. INDEMNIFICATION:

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.

## 9. REMEDIES

Company or Owner shall in no event be liable for consequential, incidental or punitive damages whatsoever. In the event of a dispute involving this Agreement or arising out of this Agreement, the parties agree that binding arbitration shall be the sole and exclusive method for resolving such dispute. Arbitration shall take place in South Dakota before a single arbitrator with a background in the construction industry within 90 days of a claim for arbitration filed by either party. If the parties cannot agree on an arbitrator, the arbitrator shall be chosen by the presiding Federal District Court Judge of the Federal District Court where the Project is located. The arbitrator shall render his or her decision within 120 days of the arbitration. Such arbitrator's



decision shall be enforceable by judgment in any court. Costs of arbitration shall be divided equally. The arbitrator may in his or her discretion award attorney's fees. The laws of the State of South Dakota shall govern and interpret this Agreement without regard to conflict of law principles or the location of the execution or performance of this Agreement.

**10. MISCELLANEOUS:**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**11. ENTIRE AGREEMENT:**

This Agreement constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**12. SEVERABILITY:**

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**13. VISUAL INSPECITON DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

Owner: \_\_\_\_\_

By: \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

By: \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

**MAGUIRE IRON, INC.**

By: Darin Clarke 02/06/2025  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_

Upon acceptance, please provide two (2) signatures and date the agreement.



## **WITNESSETH:**

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

### Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 3.0 mils DFT).

### Exterior Pressure Wash

- Contractor will pressure wash the exterior of the owner's water storage tank, from the equator of the tank bulb to the stem and the complete base cone to remove dirt and mildew build up

### Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

### Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #2 Spray down method prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.

### Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.



**MAGUIRE**

1610 North Minnesota Ave  
Sioux Falls, SD 57104  
Phone: (605) 334-9749  
Fax: (605) 334-9752  
info@maguirewater.com

### Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$675/hour. Additional days required will be charged at \$5500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.



**USG WATER**  
— SOLUTIONS —

# **Utility Service Co., Inc.**

## **Water Tank Maintenance Contract**

**Owner:** Village of Oreana  
Oreana, IL

**Tank Size/Name:** 150,000 Gallon Pedisphere – New Tank

**Location:** 350 North East Street

**Date Prepared:** January 23, 2025

## **WATER TANK MAINTENANCE CONTRACT**

This Water Tank Maintenance Contract (hereinafter, "the Contract") is entered into by and between the **Village of Oreana, whose business address is P O Box 37, Oreana, Illinois 62554** (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

**1. Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **150,000** gallon water storage tank located at **350 North East Street, Oreana, Illinois 62554 (road to tank located between 306 and 400 North East Street)** (hereinafter, "the Tank"). This Contract outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

- a. The Company will annually inspect the Tank. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- b. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- c. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
- d. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be

equal to or exceed the requirements of the **State of Illinois** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

e. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

f. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

g. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

h. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

**2. Contract Price/Annual Fees.** For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The first Annual Fees shall be **\$20,819.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

**3. Payment Terms.** The Annual Fee for Contract Year 1, plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the Contract**. **Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. The late fee will be 1.5% per month.

**4. Changes or Delays to Services.** For purposes of this Section 4, "**Unreasonable Delay**" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of **twenty-four (24) months following the Company's written request for release or access to the Tank**. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this Contract.

**5. Structure of Tank and Tank Site Conditions.** The Company is accepting this Tank to maintain pursuant to the requirements of this Contract based upon its existing structure and components as of the Effective Date (defined hereinafter). **Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the

risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

**6. Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

**7. Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

**8. Force Majeure.** If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out,



(vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, or (xiv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

**9. Termination.** This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as: (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the Contract pursuant to the terms of this Section. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed.

**10. Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

**11. Indemnification.** THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

**12. Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.

**13. Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.

**14. Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is

intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate the Annual Fees. The definition of a “latent defect” shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

**15. Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index (“ENR-CCI”)*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year’s Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

**16. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

**17. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

---

SIGNATURE PAGE TO FOLLOW

---

This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:

**Village of Oreana**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Seal:

COMPANY:

**Utility Service Co., Inc.**

By:  \_\_\_\_\_

Title: VP, Tank Services & Water Quality LOB

Print Name: G. David Forrester

Date: January 29, 2025

Witness: Lara A. Townsend

Seal:

