



Revised Meeting Agenda

Meeting Date and Time: April 15th, 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 March 2025
- Minutes from March 18, 2025 Regular Meeting
- Bills for April 2025

Old Business

New Business

- Approve accepting the low bid and issuing a Notice of Intent to Award the contract for the water main project.
- Approve a revised engineering contract for the planning, design, and construction engineering services related to the water main project only.
- Approval of Ordinance 2025-04-15-01, Amending Ordinance 2024-05-21-2 (Borrowing Ordinance for Water main project)
- Approval of a bid for the purchase and installation of trees at the Oreana Park
- Approval of a water tower maintenance contract
- Discussion of park playground equipment upgrades
- Approval of Ordinance 2025-04-15-2, Amending § 95.01 CHICKEN AND RABBIT HUSBANDRY
- May Meeting Date Change: Meeting will be held on May 13, 2025

Adjournment

9:07 AM
04/15/25

Village of Oreana
Bills for All Vendors

All Transactions

Vendor	Num	Due Date	Amount
AMEREN IP	01160-30099	04/15/2025	1,830.53
ATLANTA NATIONAL BANK	Bond Interest	04/15/2025	1,498.00
Badger Meter	80190715	04/15/2025	43.68
BLUE CROSS BLUE SHIELD OF ILLINOIS		04/15/2025	890.33
CARD SERVICE CENTER	0101 04-10-25	04/15/2025	3,313.19
D & D Electric of Central Illinois LLC	42549	04/15/2025	146.00
Dennis Drew	Water Deposit Refund	04/15/2025	42.65
Engineered Solutions Midwest, Inc	5411	04/15/2025	312.50
JOHN DEERE FINANCIAL	3022691	04/15/2025	2,922.53
JOHNSON, CHILIGIRIS & WEATHERFORD	10364	04/15/2025	481.00
MACON COUNTY HIGHWAY DEPARTMENT	25-03-31-2	04/15/2025	64.52
MELISTY MART	6000	04/15/2025	589.11
MELISTY MART	6001	04/15/2025	439.29
MENARDS	81078	04/15/2025	219.96
MENARDS	81330	04/15/2025	19.98
MIDWEST METER INC.	0176788-IN	04/15/2025	441.00
Pitney Bowes	Postage Refill	04/15/2025	400.00
POSTMASTER	Box 37 rental	04/15/2025	154.00
SANITARY DISTRICT OF DECATUR	Discharge Fees	04/15/2025	2,645.90
VERIZON WIRELESS	6108926811	04/15/2025	390.28
VILLAGE OF FORSYTH	Water Usage	04/15/2025	6,779.09
WATTS COPY SYSTEMS	1398094	04/15/2025	86.16
WHITMORE TOWNSHIP	Office Rental	04/15/2025	37.17
Total			23,746.87



Board of Trustees Agenda
 Regular Meeting of the Village Board
 Tuesday March 18, 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	Present
Trustee Hiser	Present	Trustee Donath	Present
Mayor Keathley	Present	Attorney Weatherford	Present
Clerk Kirby	Present	Treasurer Koszesza	Present

Mayor Keathley declared a quorum present.

Consent Agenda:

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

Financials:

January

Income: \$69,458.61

Expenses: \$ 132,406.54

Bill: \$50,511.13

February

Income: \$87,758.04

Expenses: \$ 65,350.55

Bill: \$29,447.73

Minutes from December 21st, 2024, Meeting.

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

Engineer- None

Police – None

Public Works – None

Public Comment: None

Old Business: None

New Business:

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

Mayor Keathley gave an update that he would give an update that it was going out for bid April 25th, 2025.

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 that we are waiting on prices.

Discussion was held.

No Action was taken at this time

The **third** item on the agenda is Consideration and or Approval of the trade in/municipal lease of the JD Z950R.

Mayor Keathley explained to the board that the trade in value of our JD Mower that we presently have would have a trade in value in the amount of \$7,851.00.

A **motion** was made by Trustee Ward, **seconded** by Trustee White to approve the trade-in/municipal lease of a JD Z950R (John Deere Mower).

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.**

Adjournment

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

A voice vote was taken. Yes-6, No-0. Mayor Keathley declared the **motion** carried and the meeting adjourned.

Dated this day of Tuesday March 18, 2025

Anne Kirby, Village Clerk

Approved:

Aaron Keathley, Mayor

April 9, 2025

Aaron Keathley, Mayor
Village of Oreana
P.O. Box 37
Oreana, IL 62554-0037

Re: **Division A: Watermain Replacement**
Project EPA L17-6024
Chastain Project # 6921.01

Dear Mayor Keathley:

Bids for the Division A: Watermain Replacement project were opened Tuesday, March 25, 2025, at 10:00 a.m.

We have reviewed and tabulated the bids and are attaching a copy of the bid tabulation.

Two contractors submitted bids. The low bidder was E.L. Pruitt Company with a total bid of \$1,118,074.00. They were responsive to the requirements in the bid documents and their submittal included documentation indicating they have the experience, manpower, and financial capacity to complete the work. It is our recommendation that E.L. Pruitt Company be considered responsive and their bid accepted for a total contract price of **\$1,118,074.00**.

The total price, including 3% contingency and engineering, is \$1,407,611.23 and would be the total loan agreement amount.

Div A: Watermain Replacement Base Bid:	\$1,118,074.00
Contingency 3%:	\$33,542.22
<hr/>	
Total Construction Cost	\$1,151,616.22
<i>Engineering Planning and Design:</i>	\$95,900.00
<i>Eligible from Water Tower Design Cost</i>	\$48,295.01
<i>Construction Engineering:</i>	\$111,800.00
<hr/>	
Total Project Cost (or Total Loan Amount)	\$1,407,611.23
<i>Principal Forgiveness Eligibility (71%)</i>	<i>\$ (999,403.97)</i>
<hr/>	
Estimated Net Loan Amount	\$408,207.26

Project Affordability:

Requested Loan Amount \$ 408,207.26

Current Small Community Interest Rate 1.40%

Loan Duration 20 yrs

Estimated Annual Payments \$ 26,795

The estimated annual payment is approximately \$26,795. Please note, loan terms and principal forgiveness are not guaranteed until a loan offer has been received from IEPA and accepted by the municipality.

The above numbers have not been approved by IEPA. The interest rate of 1.40% used is IEPA's Small Community Rate. The criteria for the Small Community Rate is the same as for Principal Forgiveness. The actual total loan amount, interest rate, and principal forgiveness is subject to review by IEPA and will not be final until a loan agreement is received from IEPA and signed by the City.

Feel free to contact me at 309-838-8555 or rlegner@chastainengineers.com if anything further is needed.

Sincerely,



Ron Legner, P.E.
Project Manager

Enclosure

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF OREANA, ILLINOIS, TO AMEND
PRIOR ORDINANCE NUMBER 2024-05-21-2**

WHEREAS, the VILLAGE OF OREANA, Macon County, Illinois, operates its System and in accordance with the provisions of 65 ILCS 5/11-129-1 and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, the Act), and

WHEREAS, the PRESIDENT and BOARD OF TRUSTEES of the VILLAGE OF OREANA (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System, including the following:

Removing and replacing various existing undersized watermains with new 6” watermains and installing new service lines to improve the delivery pressure and efficiency of the Village’s water distribution system.

together with any land or rights in land and all electrical, mechanical, or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by consulting engineers of the VILLAGE OF OREANA, which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial, and other related expenses is \$1,410,000.00, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS the PRESIDENT and BOARD OF TRUSTEES of the VILLAGE OF OREANA passed Ordinance Number 2024-05-21-2 on May 21, 2024, authorizing the VILLAGE OF OREANA to borrow up to \$1,300,000.00 for costs associated with the Project;

WHEREAS, the estimated costs associated with the Project are higher than expected and more than the amount previously authorized;

WHEREAS, in accordance with the provisions of the Act, the VILLAGE OF OREANA is authorized to borrow additional funds from the Public Water Supply Loan Program in the aggregate principal amount of \$1,410,000.00 to cover the increased costs of the Project;

NOW THEREFORE, be it ordained by the Corporate Authorities of the VILLAGE OF OREANA, Macon County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. AMENDMENTS TO PRIOR ORDINANCE

Ordinance Number 2024-025-21-2 is hereby amended as follows: All references to the estimated Project costs and authorized loan amount of \$1,300,000.00 are amended to \$1,410,000.00.

SECTION 3. REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

PASSED by the Corporate Authorities on _____, 2025.

President
Village of Oreana
Macon County, Illinois

AYES: _____
NAYS: _____
ABSENT: _____

RECORDED in the VILLAGE OF OREANA Records on _____, 2025.

ATTEST:

Village of Oreana Clerk
Macon County, Illinois

Exhibit A

**NOTICE OF INTENT TO BORROW FUNDS
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number _____, adopted on _____, 2025, the VILLAGE OF OREANA, Macon County, Illinois (the "VILLAGE"), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$1,410,000.00 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvements to the water system of the VILLAGE. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by 62 or more electors of the VILLAGE OF OREANA (being equal to 10% of the registered voters in the VILLAGE), requesting that the question of improving the water system and entering into the Loan Agreement is submitted to the Village of Oreana Clerk within 30 days after the publication of this Notice, the question of improving the water system of the VILLAGE as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the VILLAGE at the next election to be held under general election law on March 17, 2026. A petition form is available from the office of the Village of Oreana Clerk.

Village of Oreana Clerk
Macon County, Illinois

CERTIFICATION

I, Anne Kirby, do hereby certify that I am the duly elected, qualified and acting Clerk of the VILLAGE OF OREANA. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as **AN ORDINANCE OF THE VILLAGE Of OREANA, ILLINOIS, TO AMEND PRIOR ORDINANCE NUMBER 2024-05-21-2**, passed by the Village Council of the VILLAGE OF OREANA on the _____, 2025, and approved by the President of the VILLAGE OF OREANA on the same said date, the original of which is part of the books and records within my control as Clerk of the VILLAGE OF OREANA.

Dated this _____ day of _____, 2025.

Village of Oreana Clerk
Macon County, Illinois

AMENDMENT TO
AGREEMENT FOR ENGINEERING
PLANNING, DESIGN and CONSTRUCTION SERVICES
FOR THE
VILLAGE OF OREANA

WATER MAIN REPLACEMENT

THIS AMENDMENT TO THE AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the VILLAGE OF OREANA, ILLINOIS, hereinafter referred to as the "VILLAGE" and CHASTAIN & ASSOCIATES LLC, 5 N. Country Club Road, Decatur, Illinois 62521, hereinafter referred to as the "ENGINEER", amends the Agreements for Engineering Services dated July 17, 2018, September 18, 2018, May 21, 2019, and March 22, 2022, for professional engineering services in connection with the preparation of planning documents, plans, specifications, construction observation and project management relating to the water main replacement improvements hereinafter referred to as the "PROJECT".

This AMENDMENT adjusts design and construction engineering fees for the Phase 2 Water Main Replacement work. Said PROJECT includes the project planning, one (1) EPA loan application, Project Plan, design, bidding and management of the phased construction project and loan requirements. The scope of proposed planning, design and construction includes replacement of undersized water mains at various locations in town with new mains.

Funding for this project is expected to be through Illinois EPA's Public Water Supply Loan Program (PWSLP).

THEREFORE, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES:

1. Project Planning - *This item is complete.*

- a. Prepare the Project Plan as detailed in the EPA's Public Water Supply Loan Program (PWSLP), items No. 1 through No. 16 of the Project Plan Submittal Checklist, WPC 756 9/2017.
- b. Evaluate the costs and benefits of constructing a new water tower, rehabilitating the existing water tower, or utilizing the combination of a new water tower and the old water tower. Final determination of the recommended improvements will be made based on the engineering evaluation, siting requirements and VILLAGE input.
- c. Evaluate the existing water distribution system to identify recommended improvements to remedy issues with undersized mains, dead end loops, and sections of existing mains prone to leaks and breaks. Prepare a recommendation of lines to be replaced based on financial benefit and input from the VILLAGE.

- d. Meet with the VILLAGE two times to present preliminary recommendations and receive input from the VILLAGE regarding the Project Planning for the water towers and water main replacement.
 - e. Assist the VILLAGE in preparing the PWSLP Loan Application forms, certifications, budgets and time frame, PWS 297 Rev. 8/30/2017.
 - f. Retain qualified consultants to survey and photograph the existing water tower and prepare an historic engineering documentation package in accordance with Historic American Engineering Record (HAER) standards to add the structure to the National Register of Historic Places as required by the State Historic Preservation Office.
2. Design - Furnish Design Services generally comprised of the following: *This item is complete.*
- a. Make such detailed surveys as are necessary to complete detailed construction plans for the project described in the approved Project Plan report.
 - b. Review water system records, existing and potential future water customers, and water system hydraulics as they pertain to the water main replacement and tower placement. Determine the necessary water main size to meet the system needs. The new water main will be a minimum of 6" diameter to provide fire protection to the affected area.
 - c. Prepare a contract bid package with construction drawings and specifications for Phase 2 installation of a new water main and installation of new water service lines from the main to water meters.
 - d. Identify any easements or ROW acquisitions needed for the new water main, prepare easement plats where required. Easement negotiations with affected property owners or payments to property owners are not included in the ENGINEER's scope of work.
 - e. Update VILLAGE sewer, water and property maps to incorporate pertinent information gathered during field survey.
 - f. Prepare an opinion of costs for the project construction based on the final plans and specifications.
 - g. Furnish copies of the Contract Documents consisting of Construction Agreement Forms, General Conditions, Special Conditions, Detailed Construction Plans and Specifications for review by the Village and for submission to permitting authorities.
 - h. Meet with the VILLAGE during the design process for review and input into the layout and operation of the new water main.

- i. Incorporate the VILLAGE's review comments into the final set of contract documents.
- j. Assist the VILLAGE with necessary permit applications to all governmental and other authorities having jurisdiction to approve portions of the Project such as, but not limited to, Illinois Environmental Protection Agency, Village of Oreana, Division of Water Resources, US Army Corps of Engineers.
- k. Assist the VILLAGE with completion of one (1) Illinois EPA LWSLP Loan Application for Phase 2 Water Main Replacement, along with required accompanying forms. (See Exhibit A for an overview of requirements to obtain a loan agreement through the PWSLP.)
- l. Request updated Phase 2 Water Main Replacement sign-offs in accordance with the latest IEPA Environmental Checklist. Note: Tribal consultation is now required. We include submitting letters to applicable tribes, but have not included any archaeological surveys which could be requested by consulting tribes.
- m. Project Time of Performance - To complete the engineering design services within 350 calendar days from the receipt of a Notice to Proceed from the VILLAGE.

3. Construction Guidance

- a. Consult with the VILLAGE and with the Contractor on interpretation of plans and specifications and regarding any changes under consideration as construction proceeds. Provide benchmark, control points and key structure locations for the Contractor at the construction sites.
- b. Provide periodic job site inspection by the Project Manager, or his representatives, during the construction period.
- c. Prepare and submit all payment estimates, change orders, records, and reports required by the VILLAGE and required to comply with the EPA's PWSLP.
- d. Endeavor to safeguard the VILLAGE against defects and deficiencies on the part of the contractor, but the ENGINEER does not guarantee the performance of the contract by the Contractor.
- e. Conduct final inspection of construction and prepare final papers and reports.
- f. Revise contract drawings to show location and nature of improvement as actually constructed and supply record drawings of the completed project to the VILLAGE. Update pertinent VILLAGE sewer, water and property maps to incorporate record drawing information from the project.
- g. Inspect the Contractor's operations for compliance with the plans and specifications and the keeping of complete project records.

- h. Review and check all shop and working drawings.
 - i. Review and check all reports by testing laboratories on equipment and material tested.
 - j. Provide bidding services for two (2) separate construction contracts, including issuing bidding notices, printing of plans and specifications, addressing contractor inquiries regarding the PROJECT, bid opening and tabulation of bids and recommendation of award.
4. **Construction Observation** - Provide Construction Observation Services during construction of the proposed improvements to be completed in two (2) separate phases, including but not limited to the following:
- a. Provide review of the Contractor's work for compliance with plans and specifications. Such review shall include those services which are customarily referred to as detailed resident inspection services, provided that the ENGINEER shall not be responsible for the acts or omissions of any contractor(s), any subcontractor(s) or any of the contractor(s)' or subcontractor(s)' agents or employees or any other person (except his own employees and agents) at the project site or for the supervision, direction, control and work safety of any contractor(s) or for the construction means, methods, techniques, sequences, or procedures or for safety precautions or programs incidental to the work of contractor(s) or for any contractor(s)' failure to perform the construction work in accordance with contract documents.
 - b. Maintain a record or log of the contractor's activities throughout construction including notations on the nature and cost of any extra work.
 - c. Review and check all payment estimates, change orders, records and reports pertaining to the construction activities.
 - d. Project Time of Performance - It is anticipated that Construction Guidance and Construction Observation services will be split between Chastain's 2025 and 2026 billing rates. If the project extends beyond 12/31/2026, a contract adjustment shall apply.
5. **Project Required Provisions**
- a. The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
 - b. The ENGINEER agrees to include paragraphs c. through e. of this clause in all his contracts and all tier subcontracts which are in excess of \$25,000 and directly related to project performance.

- c. The ENGINEER agrees to maintain books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this AGREEMENT consistent with generally accepted Accounting Principles. The Agency (IEPA) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- d. The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection c. above, to the Agency. The auditing agency will afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- e. Records under subsection c. above shall be maintained and made available during performance on IEPA loan work under this AGREEMENT and until 3 years from date of final IEPA loan audit for the project. In addition, those records which relate to any "dispute" appeal under pursuant to the Loan Rules Section 365/662.650 (Disputes), or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim or exception.
- f. The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- g. The ENGINEER certifies that to the best of its knowledge and belief that it and its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property. (c) are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any type of offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. The ENGINEER understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fines of up to \$10,000 or imprisonment for up to 5 years, or both.

- h. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. Insurance

The ENGINEER shall procure and maintain for the term of this Contract, at its expense, insurance of the type and in the minimum amounts stated below:

a	Workers' Compensation	Statutory
b.	Employer's Liability -	
	1) Each Accident	\$ 1,000,000
	2) Disease, Policy Limit	1,000,000
	3) Disease, Each Employee	1,000,000
c.	General Liability -	
	1) Each Occurrence	\$ 1,000,000
	2) Damage to Rented Premises	100,000
	3) Medical Expense	10,000
	4) Personal and Adv. Injury	1,000,000
	5) General Aggregate	2,000,000
	6) Products - Comp/OP Agg	2,000,000
d.	Excess or Umbrella Liability -	
	1) Each Occurrence	\$ 6,000,000
	2) General Aggregate	6,000,000
e.	Automobile Liability -	
	1) Combined Single Limit (Bodily Injury and Property Damage) Each Accident	1,000,000
f.	Professional Liability	\$ 1,000,000

The Village of Oreana, Illinois, and its officers, employees and agents shall be listed on ENGINEER's policies of insurance as additional insureds.

THE VILLAGE AGREES,

- 1. Payment for all services listed under **Project Planning, Design, Construction Guidance, and Construction Observation** of section "THE ENGINEER AGREES" of this AGREEMENT shall be based on the actual time spent on the PROJECT by the classifications of employees. Exhibit A - 2025 Schedule of Charges shall be used for this project. The Schedule of Charges may be revised annually. Reimbursement of

expenses and costs incurred specifically in fulfilling the terms of this AGREEMENT such as, but not limited to, outside professional services, stakes, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost. The estimated fees for the 1-Project Planning and 2-Design work under "THE ENGINEER AGREES" are \$144,195.00 and the estimated fees for 3-Construction Guidance, and 4-Construction Observation of section "THE ENGINEER AGREES" are \$111,800.00. The aggregate of all charges for the above work shall not exceed a maximum amount of \$255,995.00 without written approval from the VILLAGE.

2. The ENGINEER may submit monthly or periodic statements requesting payment. Such statements shall be based upon the amount and value of the services provided and expenses incurred by ENGINEER to the date of the statement and shall be supplemented or accompanied by such supporting data as may be required by the VILLAGE.

IT IS MUTUALLY AGREED,

1. It shall be the ENGINEER's responsibility, when total monies due the ENGINEER as reimbursement for actual costs approach a point near 50% of the reimbursable actual costs specified above, to review the work accomplished and make an estimate showing costs incurred and costs of services still required of the ENGINEER to complete his obligation. He shall do the same prior to when the costs incurred reach 90% of reimbursable actual costs. If any of these estimates exceed the upper limit of reimbursable actual costs, the ENGINEER shall immediately submit the estimate to the VILLAGE. The VILLAGE shall review the estimate and promptly direct the ENGINEER to:
 - a. Stop work at a logical point when monies due the ENGINEER are within the limit of reimbursable actual costs, or
 - b. Continue work under the terms of the AGREEMENT up to an adjusted limit of reimbursable actual costs as authorized in writing by the VILLAGE. The ENGINEER will make no claim for payment in excess of the original limit of reimbursable actual costs without having received such written authorization prior to incurring the excess costs.
2. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for in this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the PROJECT. Time is of the essence and therefore the project shall be completed with due diligence to conform to the agreed upon completion timing. The Draft Project Plan shall be delivered to the VILLAGE for their review and comments within 180 days after the Notice to Proceed from the VILLAGE. The Final Project Plan will be submitted within 60 days of receiving comments from the VILLAGE regarding the Draft Project Plan. The ENGINEER shall not be responsible for any time delays in the PROJECT caused by circumstances beyond the ENGINEER's control.

3. The VILLAGE may at any time, by written order, make changes within the general scope of this AGREEMENT in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt of the ENGINEER of the notification of change unless the VILLAGE grants additional time before the date of final payment. No services for which an additional compensation will be charged by the ENGINEER shall be furnished without the written authorization of the VILLAGE.
4. Services performed during the performance of the AGREEMENT made necessary by the following circumstances or events shall be considered as Additional Services:
 - a. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the PROJECT other than a dispute between the VILLAGE and ENGINEER.
 - b. Services performed to accomplish property surveys, preparation of legal description plats and documents for the acquisition of land, easements and/or right-of-way, and assistance to the VILLAGE in acquiring any necessary land, easements and right-of-way.
 - c. Services performed in connection with supplemental archaeological surveys and wetland determinations if required by government permitting agencies.
 - d. Payment for Additional Services shall be based on the actual time spent on the PROJECT by the classifications of employees. Exhibit A - 2025 Schedule of Charges shall be used for this PROJECT. Reimbursement of expenses and costs incurred specifically in fulfilling the additional services authorized by the terms of this AGREEMENT such as, but not limited to, outside professional services, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost to the ENGINEER. It is agreed that the VILLAGE will not be obligated for additional services unless authorized in writing by the VILLAGE.
5. Services resulting from significant changes in general scope of the PROJECT including, but not limited to, changes in size, complexity, or VILLAGE's schedule; and revising previously accepted studies or reports, when such revisions are due to causes beyond ENGINEER's control shall be considered as a Change in Scope.
6. The obligation to provide further services under this AGREEMENT may be terminated by either party upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
7. In recognition of the relative risks and benefits of the Project to both the VILLAGE and the ENGINEER, the risks have been allocated such that the VILLAGE agrees, the fullest extent permitted by law, to limit the liability of the ENGINEER to the VILLAGE for any

and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and cost and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER to the VILLAGE shall not exceed \$50,000, or the ENGINEER'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

THE VILLAGE AND THE ENGINEER each bind themselves, their partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the VILLAGE nor the ENGINEER shall assign, sublet or transfer any part of his interest in this AGREEMENT without the written consent of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____, 2025.

VILLAGE OF OREANA:

CHASTAIN & ASSOCIATES LLC:

By: _____
Aaron Keathley
President

By: _____
Jeremy Buening, S.E., P.E.
Principal

ATTEST:

ATTEST:

By: _____
Anne Kirby
Village Clerk

By: _____
Ron Legner, P.E.
Project Manager

EXHIBIT A



2025 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>	
	<u>From</u>	<u>To</u>
Engineers		
Project Principal	\$192.00	- \$256.00
Professional V	\$268.80	- \$273.57
Professional IV	\$192.00	- \$228.80
Professional III	\$177.47	- \$195.30
Professional II	\$138.43	- \$172.80
Professional I	\$102.18	- \$129.79
Surveyors		
Chief of Survey	\$192.00	- \$192.00
Surveyor II	\$128.00	- \$128.00
Technical		
Technician V	\$181.28	- \$182.94
Technician IV	\$152.00	- \$158.21
Technician III	\$126.08	- \$128.00
Technician II	\$89.60	- \$128.00
Technician I	\$72.38	- \$86.40
Office Services and Records		
Administrative	\$71.20	- \$124.80

The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A 10% administration fee may be charged on outside expenses.

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at \$0.70 per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days' review by client, due to circumstances beyond our control.

Cost-of-living adjustments will be made to the schedule of rates on January 1st of each year.

Updated 1/1/2025

Summary of Project Cost vs Funding

4/9/2025

Design Engineering	\$95,900.00
Eligible from Water Tower Design	48,295.01
Construction Engineering	111,800.00
Construction - Low Bid	1,118,074.00
Contingency (3% of Construction)	33,542.22
Total Cost with Contingency	1,407,611.23
Committed Funding	(1,243,375.00)
Additional Loan money needed:	164,236.23
Total Cost with Contingency	1,407,611.23
Total Loan amount:	1,407,611.23
71% principal forgiveness:	(999,403.97)
Net loan amount:	408,207.26
Small Community Rate:	1.40%
Loan Term (Yrs):	20
Annual Payment:	(\$26,794.79)

Approved Funding

IEPA Commitment Letter	\$1,243,375.00
Reserved Principal Forgiveness (71%)	(\$882,796.00)
Borrowing Ordinance Limit:	\$1,300,000.00
(Will need to increase Limit)	
Increase to borrowing limit needed:	\$107,611.23

Assumes IEPA has additional principal forgiveness available.

Additional principal forgiveness
to be requested: \$116,607.97

VILLAGE OF OREANA

Five Year Projection of Revenues, Operations, Maintenance and Debt Service
 Combined Sewer and Water Fund
 (With Qualifying Principal Forgiveness)

	A	B	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	4/9/2025		Actual - Previous 8 Years								Estimated - Next 5 Years, Starting with Current Fiscal Year					
2			2016	2017	2018	2019	2020	2021	2022	2023		2024	2025	2026	2027	2028
4	Last year rate increase/Proposed Rate Increase									3.0%		3.0%	3.0%	3.0%	3.0%	3.0%
7	Operating Revenues															
8	User Charge (System) Revenue		340,140	355,671	365,131	179,817	192,173	202,808	204,590	208,838		217,514	224,039	230,760	237,683	244,813
9	Contributions from customers - Tap Fees		-	-	-	-	-	-	-	-		-	-	-	-	-
10	Late fees		-	-	-	-	-	-	-	-		-	-	-	-	-
11	Other (please describe)		-	-	-	-	-	-	-	-		-	-	-	-	-
12	Total Operating Revenues		340,140	355,671	365,131	179,817	192,173	202,808	204,590	208,838		217,514	224,039	230,760	237,683	244,813
14	Inflation/Estimated Cost Increases											2.0%	2.0%	2.0%	2.0%	2.0%
16	Operating Expenses															
17	Salaries & Wages		25,242	25,712	25,623	20,539	21,828	20,823	24,618	28,892		23,313	23,779	24,255	24,740	25,235
18	Gas and Oil		958	763	518	-	-	-	-	-		-	-	-	-	-
19	Water Purchased		45,040	55,068	49,917	42,222	45,451	53,216	60,732	69,826		61,947	63,186	64,450	65,739	67,054
20	Utilities		4,949	6,677	6,812	6,095	3,827	-	-	-		-	-	-	-	-
21	Office Expense		1,705	2,012	2,371	2,480	3,194	2,965	2,195	2,445		2,904	2,962	3,021	3,081	3,143
22	Repairs and Maintenance		30,405	30,074	20,168	14,066	7,426	6,849	14,494	1,681		9,930	10,129	10,332	10,539	10,750
23	Supplies and Materials		5,607	3,779	3,520	5,997	652	-	-	3,252		-	-	-	-	-
24	Professional Services		1,939	1,703	3,162	10,055	13,905	9,008	9,563	9,826		11,294	11,520	11,750	11,985	12,225
25	Engineering		-	-	-	-	-	-	-	-		-	-	-	-	-
26	Miscellaneous		368	500	775	85	1,225	353	2,994	5,430		1,524	1,524	1,524	1,524	1,524
27	Total Operating Expenses		116,213	126,288	112,866	101,539	97,508	93,214	114,596	121,352		110,912	113,100	115,332	117,608	119,931
29	OPERATING INCOME (Without Depreciation)		223,927	229,383	252,265	78,279	94,665	109,594	89,994	87,486		106,602	110,939	115,428	120,075	124,882
31	TOTAL OPERATING INCOME (LOSS)					78,279	94,665	109,594	89,994	87,486						
33	Non-Operating Revenues (Expenditures)															
34	Grant Income		-	-	-	-	-	-	-	-		-	-	-	-	-
35	Interest Income		498	513	615	717	777	626	1,089	2,178		831	831	831	831	831
36	Miscellaneous Revenue		1,874	1,089	1,786	175	-	-	23	427		-	-	-	-	-
38	Property Tax Levies		-	-	-	-	-	-	-	15,253		-	-	-	-	-
39	Bond Interest		(15,978)	(22,283)	(7,153)	(19,808)	(12,105)	(11,055)	(5,278)	(16,317)		(9,977)	(9,478)	(9,004)	(8,554)	(8,126)
40	Bond Fees		(500)	(500)	(500)	(500)	(500)	(500)	(15,500)	(500)		(500)	(500)	(500)	(500)	(500)
41	Equipment and Improvements		-	-	-	-	-	-	-	-		-	-	-	-	-
42	Total Non-Operating Income (Loss)		(14,106)	(21,181)	(5,252)	(19,416)	(11,828)	(10,929)	(19,666)	1,041		(9,646)	(9,147)	(8,673)	(8,223)	(7,795)
44	Net Change in Net Position Before Capital Items		209,821	208,202	247,013	58,863	82,837	98,665	70,328	88,527		96,956	101,792	106,755	111,852	117,087
46	Capital Items															
47	Bond Principal Payments (Forsyth-Oreana Water Main)		(15,000)	(15,000)	(15,000)	(15,000)	(20,000)	(20,000)	(265,000)	(24,000)		(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
48	Bond Proceeds (Forsyth-Oreana Watermain)		-	-	-	-	-	-	260,000	415,790		-	-	-	-	-
51	Interest Paid		-	-	-	-	-	-	-	(10,182)		-	-	-	-	-
52	Bond Fees Paid		-	-	-	-	-	-	-	(500)		-	-	-	-	-
53	Purchase of Capital Assets		-	-	-	(71,678)	(59,430)	(72,636)	(986,338)	(432,772)		(129,608)	-	-	-	-
54	IEPA Loan Forgiveness		-	-	-	-	-	-	400,000	-		-	-	-	-	-
55	IEPA Proceeds		-	-	-	-	-	-	715,946	-		-	-	-	-	-
56	IEPA Debt Service - Water Tower		-	-	-	-	-	-	-	(23,658)		(\$65,000)	(\$65,000)	(\$65,000)	(\$65,000)	(\$65,000)
57	IEPA Debt Service - Water Main		-	-	-	-	-	-	-	-		-	-	(\$13,399)	(\$26,797)	(\$26,797)
58	Total Capital Items		(15,000)	(15,000)	(15,000)	(86,678)	(79,430)	(92,636)	124,608	(75,322)		(214,608)	(85,000)	(98,399)	(111,797)	(111,797)
60	NET CHANGE IN POSITION		\$ 194,821	\$ 193,202	\$ 232,013	\$ (27,815)	\$ 3,407	\$ 6,029	\$ 194,936	\$ 13,205		\$ (117,652)	\$ 16,792	\$ 8,357	\$ 55	\$ 5,290
65	Note: New IEPA Debt Service is based on borrowing :															
66	Water Tower: \$1,531,737-\$400,000 forgiveness @ 1.35% =															
67	Water Mains: \$1,407,711 -\$999,475 forgiveness (71%) =															

Approx Annual

Amount Financed	Payment	
\$1,131,737	\$65,000	20 yr at 1.35%
\$408,236	\$26,797	20 yr at 1.40%

Other Notes: 1. Year-over-year expense projections assume 2% avg annual inflation.
 2. Water Main loan includes previous engineering cost eligible w/2nd loan.
 3. Principal forgiveness not guaranteed until a loan offer is received.



FULL-SERVICE MAINTENANCE PLAN



Oreana, IL

Sphere - 150MG

Oreana, IL

March 18, 2025

MAGUIREWATER.COM



FULL-SERVICE MAINTENANCE PLAN CONTRACT

THIS AGREEMENT is made this 18 day of March, 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: _____

MAGUIRE IRON, INC.

By: _____ (Name) _____ (Title)

Darin Clarke 03/18/2025

By: _____ (Name) _____ (Title)

By: _____ (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.



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.



Schedule A: Cost Schedule

Oreana, IL Sphere 150 MG		
Year	Service	Annual Spend
Year: 1	Visual Inspection	\$17,800.00
Year: 2	Clean Out / ROV	\$18,512.00
Year: 3	Visual Inspection	\$19,252.00
Year: 4	Clean Out / ROV	\$20,023.00
Year: 5	Visual Inspection	\$20,823.00
Year: 6	Exterior Pressure Wash Clean Out / ROV	\$21,656.00
Year: 7	Visual Inspection	\$22,523.00
Year: 8	Clean Out / ROV	\$23,424.00
Year: 9	Visual Inspection	\$24,361.00
Year: 10	Paint - Interior Wet Paint - Exterior	\$25,335.00