



Meeting Agenda

Meeting Date and Time: November 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 October 2025
- Minutes from October 21, 2025 Regular Meeting and Special Meeting on October 25, 2025
- Bills for November 2025

Old Business

New Business

- Approval of a payment request from E.L. Pruitt
- Approval of a change order request(s) regarding the water main project
- Approval of an engineering services agreement for phase 2 of the public work building with TWM Engineering
- Approval of ordinance 2025-11-18-1, Annual Tax Levy
- Approval of ordinance 2025-11-18-2, Annual abatement ordinance
- Grocery tax discussion

Adjournment



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

	Oct 31, 25
ASSETS	
Current Assets	
Checking/Savings	
01-1110 · Checking Acct	3,621.73
01-1152 · General MMDA	
01-1150 · General	615,752.56
01-1151 · ARPA Grant	110,307.60
11-1153 · DUI Fund	350.00
01-1152 · General MMDA - Other	-1,764.03
Total 01-1152 · General MMDA	724,646.13
11-1150 · Audit MMDA	12,880.81
12-1150 · Insurance MMDA	20,999.58
13-1150 · IMRF MMDA	28,179.47
14-1150 · Social Security MMDA	14,478.68
15-1122 · MFT MMDA	
15-1120 · MFT	201,439.82
15-1121 · Rebuild Illinois Funds	9,610.99
Total 15-1122 · MFT MMDA	211,050.81
16-1140 · Clearinghouse	1,000.00
50-1100 · Water/Sewer	
51-1130 · Surplus MM	15,855.44
51-1150 · Water	132,554.28
52-1150 · Sewer	210,095.95
Total 50-1100 · Water/Sewer	358,505.67
51-1125 · Bond Int & Repayment	30,036.71
Total Checking/Savings	1,405,399.59
Other Current Assets	
Certificates of Deposit	
01-1153 · CD-General-8575	15,000.00

	Oct 31, 25
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
Total Certificates of Deposit	51,500.00
Total Other Current Assets	51,500.00
Total Current Assets	1,456,899.59
Fixed Assets	
Fixed Assets	
01-1610 · Land.	177,020.20
01-1700 · Infrastructure	337,607.76
01-1709 · Accum Depr-Infrastructure	-263,449.92
01-1720 · Buildings	17,810.04
01-1729 · Accum Depr-Buildings	-14,210.67
01-1740 · Machinery & Equipmient	491,802.87
01-1749 · Accum Depr-Machinery & E...	-316,745.81
51-1505 · Land	18,420.00
51-1530 · Equipment	49,086.85
51-1535 · Accum Depr-Equipment	-38,477.78
51-1541 · Treatment Plant & Pump Sta...	3,188,454.15
51-1546 · Accum Depr.-Treat. Plnt & P...	-1,164,501.20
52-1620 · Sewer System	4,134,103.00
52-1629 · Accum Depr-Sewer System	-1,074,866.78
Total Fixed Assets	5,542,052.71
Total Fixed Assets	5,542,052.71
Other Assets	
01-1352 · General Due from SS Fund	715.12
01-2015 · General - Due to/from Water	-1,819.56
01-5200 · General - Due to/from Sewer	3,060.54
13-2001 · IMRF - Due to/from Water	-0.10
14-2010 · Soc Sec - Due to/from General	-715.12
51-2006 · Water - Due to/from General	1,819.56
51-2007 · Water - Due to/from IMRF	0.10
51-2052 · Water - Due to/from Sewer	448.00

	Oct 31, 25
52-2051 · Sewer - Due to/from Water	-448.00
52-5200 · Sewer - Due to /from General	-3,060.54
Total Other Assets	0.00
TOTAL ASSETS	6,998,952.30
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 · Payroll Liabilities	
2110 · Fed/SS/Med Payable	3,226.78
2120 · State Withholding	627.90
2131 · IL Unemployment	30.00
2151 · IMRF Withholding	1,051.77
Total 2100 · Payroll Liabilities	4,936.45
2200 · Direct Deposit Liabilities	-14.25
2570 · Customer Deposit Liab	17,280.00
2610 · SDD Contract	2,357,811.91
2620 · Water Bond Payable 2021	197,000.00
2650 · IEPA Loan	1,009,782.97
2700 · Loan Payable - Ford Credit	18,150.16
2950 · Lease Payable John Deere	5,318.83
2961 · Lease Payable - Axon	1,887.82
Total Other Current Liabilities	3,612,153.89
Total Current Liabilities	3,612,153.89
Total Liabilities	3,612,153.89
Equity	
01-3000 · Fund Balance-General	1,053,525.98
11-3000 · Fund Balance-Audit	15,197.86
12-3000 · Fund balance INS	17,977.49
13-3000 · Fund balance - IMRF	24,298.09
14-3000 · Fund balance - S.S.	9,631.61
15-3000 · Fund balance - MFT	199,260.10
51-3900 · Retained Earnings Unres-Water	597,966.85
51-3950 · Retained Earnings Res-Water	317,755.73

	Oct 31, 25
52-3900 · Retained Earnings - Sewer	900,690.37
Net Income	250,494.33
Total Equity	3,386,798.41
TOTAL LIABILITIES & EQUITY	6,998,952.30

1:05 PM

11/13/25

Accrual Basis

Village of Oreana
Profit & Loss by Class

October 2025

	Admin (01 - General)	Park (01 - General)	Police (01 - General)	Street (01 - General)	01 - General - Other (01 - General)	Total 01 - General	11 - Audit	12 - INS	13 - IMRF
Ordinary Income/Expense									
Income									
3110 · Property Tax Levies	10,161.49	0.00	2,028.80	582.79	0.00	12,773.08	2,700.11	7,030.72	1,248.66
3400 · Video Gaming Tax	2,765.76	0.00	0.00	0.00	0.00	2,765.76	0.00	0.00	0.00
3410 · State Income Tax	17,090.51	0.00	0.00	0.00	0.00	17,090.51	0.00	0.00	0.00
3420 · Personal Property Replace. Tax	97.65	0.00	0.00	0.00	0.00	97.65	0.00	0.00	0.00
3430 · Motor Fuel Tax Allotments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3440 · Telecommunication Tax	106.65	0.00	0.00	0.00	0.00	106.65	0.00	0.00	0.00
3450 · Sales/Use Tax	11,532.48	0.00	0.00	0.00	0.00	11,532.48	0.00	0.00	0.00
3460 · Cannabis Use Tax	107.40	0.00	0.00	0.00	0.00	107.40	0.00	0.00	0.00
3520 · Fines	0.00	0.00	75.00	0.00	0.00	75.00	0.00	0.00	0.00
3530 · Permits	395.00	0.00	0.00	0.00	0.00	395.00	0.00	0.00	0.00
3605 · Turn On Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3610 · Water/Sewer Revenues	0.00	0.00	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	0.00	0.00
3700 · Misc Income	0.00	33,750.00	0.00	0.00	0.00	33,750.00	0.00	0.00	0.00
3800 · IEPA Loan Forgiveness	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	42,256.94	33,750.00	2,103.80	582.79	0.00	78,693.53	2,700.11	7,030.72	1,248.66
Gross Profit	42,256.94	33,750.00	2,103.80	582.79	0.00	78,693.53	2,700.11	7,030.72	1,248.66
Expense									
4200 · Employees Salaries	1,549.53	1,977.38	5,339.11	2,047.50	0.00	10,913.52	0.00	0.00	0.00
4260 · Employee Health Insurance	1,023.80	0.00	0.00	0.00	-164.88	858.92	0.00	0.00	0.00
4300 · Elected Salaries	1,050.00	0.00	0.00	0.00	0.00	1,050.00	0.00	0.00	0.00
4510 · IMRF - Employers Portion	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	245.59
4520 · SS - Employers Portion	0.00	0.00	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	38.70	0.00
5140 · Maint Service - Street	0.00	0.00	0.00	17,500.00	0.00	17,500.00	0.00	0.00	0.00
5290 · Maint Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5325 · Engineering	0.00	0.00	0.00	584.00	0.00	584.00	0.00	0.00	0.00
5490 · Other Professional Services	105.00	0.00	0.00	0.00	0.00	105.00	0.00	0.00	0.00
5510 · Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5520 · Telephone/Cell Phone	451.20	0.00	0.00	0.00	0.00	451.20	0.00	0.00	0.00
5530 · Publishing	101.85	0.00	0.00	0.00	0.00	101.85	0.00	0.00	0.00
5610 · Membership Dues & Subscriptions	0.00	0.00	3,279.88	0.00	0.00	3,279.88	0.00	0.00	0.00
5620 · Travel/Hotel/Meals	34.76	0.00	0.00	0.00	0.00	34.76	0.00	0.00	0.00
5710 · Utilities	501.38	0.00	0.00	650.67	0.00	1,152.05	0.00	0.00	0.00
5780 · Sewer Discharge Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5920 · General Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,980.98	0.00
5930 · Rentals	133.71	0.00	0.00	0.00	0.00	133.71	0.00	0.00	0.00
6110 · Maintenance Supplies	0.00	0.00	0.00	83.33	0.00	83.33	0.00	0.00	0.00
6122 · Maint Supplies - Equipment	0.00	0.00	0.00	179.92	0.00	179.92	0.00	0.00	0.00
6520 · Operating Supplies	0.00	0.00	1,683.40	0.00	0.00	1,683.40	0.00	0.00	0.00
6550 · Automotive Fuel/Oil	0.00	0.00	412.09	1,276.44	0.00	1,688.53	0.00	0.00	0.00
6560 · Chemicals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7110 · Water Bond Payment 2021	0.00	0.00	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	0.00	0.00
7300 · Agent Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9300 · Misc. Expense	0.00	656.00	0.00	0.00	0.00	656.00	0.00	0.00	0.00
Total Expense	4,951.23	2,633.38	10,714.48	22,321.86	-164.88	40,456.07	0.00	27,019.68	245.59
Net Ordinary Income	37,305.71	31,116.62	-8,610.68	-21,739.07	164.88	38,237.46	2,700.11	-19,988.96	1,003.07
Net Income	37,305.71	31,116.62	-8,610.68	-21,739.07	164.88	38,237.46	2,700.11	-19,988.96	1,003.07

1:05 PM

11/13/25

Accrual Basis

Village of Oreana
Profit & Loss by Class

October 2025

	14 - SS	15 - MFT	51 - Water	52 - Sewer	Unclassified	TOTAL
Ordinary Income/Expense						
Income						
3110 · Property Tax Levies	2,496.80	0.00	0.00	0.00	0.00	26,249.37
3400 · Video Gaming Tax	0.00	0.00	0.00	0.00	0.00	2,765.76
3410 · State Income Tax	0.00	0.00	0.00	0.00	0.00	17,090.51
3420 · Personal Property Replace. Tax	0.00	0.00	0.00	0.00	0.00	97.65
3430 · Motor Fuel Tax Allotments	0.00	3,563.93	0.00	0.00	0.00	3,563.93
3440 · Telecommunication Tax	0.00	0.00	0.00	0.00	0.00	106.65
3450 · Sales/Use Tax	0.00	0.00	0.00	0.00	0.00	11,532.48
3460 · Cannabis Use Tax	0.00	0.00	0.00	0.00	0.00	107.40
3520 · Fines	0.00	0.00	0.00	0.00	0.00	75.00
3530 · Permits	0.00	0.00	0.00	0.00	0.00	395.00
3605 · Turn On Fee	0.00	0.00	50.00	0.00	0.00	50.00
3610 · Water/Sewer Revenues	0.00	0.00	22,326.69	17,350.41	0.00	39,677.10
3620 · Penalty Revenue	0.00	0.00	315.21	211.32	0.00	526.53
3700 · Misc Income	0.00	0.00	0.00	0.00	0.00	33,750.00
3800 · IEPA Loan Forgiveness	0.00	0.00	154,438.27	0.00	0.00	154,438.27
Total Income	2,496.80	3,563.93	177,130.17	17,561.73	0.00	290,425.65
Gross Profit	2,496.80	3,563.93	177,130.17	17,561.73	0.00	290,425.65
Expense						
4200 · Employees Salaries	0.00	0.00	2,454.71	0.00	0.00	13,368.23
4260 · Employee Health Insurance	0.00	0.00	0.00	0.00	0.00	858.92
4300 · Elected Salaries	0.00	0.00	0.00	0.00	0.00	1,050.00
4510 · IMRF - Employers Portion	0.00	0.00	0.00	0.00	0.00	245.59
4520 · SS - Employers Portion	1,090.39	0.00	0.00	0.00	0.00	1,090.39
4530 · Unemployment Insurance	0.00	0.00	0.00	0.00	0.00	38.70
5140 · Maint Service - Street	0.00	0.00	0.00	0.00	0.00	17,500.00
5290 · Maint Service	0.00	0.00	630.00	0.00	0.00	630.00
5325 · Engineering	0.00	0.00	14,493.62	0.00	0.00	15,077.62
5490 · Other Professional Services	0.00	0.00	165.54	0.00	0.00	270.54
5510 · Postage	0.00	0.00	514.25	0.00	0.00	514.25
5520 · Telephone/Cell Phone	0.00	0.00	0.00	0.00	0.00	451.20
5530 · Publishing	0.00	0.00	0.00	0.00	0.00	101.85
5610 · Membership Dues & Subscriptions	0.00	0.00	1.44	0.00	0.00	3,281.32
5620 · Travel/Hotel/Meals	0.00	0.00	0.00	0.00	0.00	34.76
5710 · Utilities	0.00	0.00	9,263.48	0.00	0.00	10,415.53
5780 · Sewer Discharge Fees	0.00	0.00	0.00	3,579.83	0.00	3,579.83
5920 · General Insurance	0.00	0.00	0.00	0.00	0.00	26,980.98
5930 · Rentals	0.00	0.00	0.00	0.00	0.00	133.71
6110 · Maintenance Supplies	0.00	0.00	0.00	0.00	0.00	83.33
6122 · Maint Supplies - Equipment	0.00	0.00	0.00	0.00	0.00	179.92
6520 · Operating Supplies	0.00	0.00	0.00	0.00	0.00	1,683.40
6550 · Automotive Fuel/Oil	0.00	0.00	0.00	0.00	0.00	1,688.53
6560 · Chemicals	0.00	0.00	544.99	0.00	0.00	544.99
7110 · Water Bond Payment 2021	0.00	0.00	27,000.00	0.00	0.00	27,000.00
7200 · Interest Payments	0.00	0.00	1,498.00	0.00	0.00	1,498.00
7300 · Agent Fees	0.00	0.00	500.00	0.00	0.00	500.00
9300 · Misc. Expense	0.00	0.00	0.00	0.00	0.00	656.00
Total Expense	1,090.39	0.00	57,066.03	3,579.83	0.00	129,457.59
Net Ordinary Income	1,406.41	3,563.93	120,064.14	13,981.90	0.00	160,968.06
Net Income	1,406.41	3,563.93	120,064.14	13,981.90	0.00	160,968.06

1:06 PM
11/13/25

Village of Oreana
Payroll Summary
October 2025

	Burns, Ronnie	Coloni, Larry J	Creamer, Lori J	Donath, Aaron P	Keathley, Aaron	Kirby, Anne
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary - Elected	0.00	0.00	90.00	90.00	600.00	0.00
Salary - Employee - ADM	0.00	0.00	0.00	0.00	0.00	0.00
ADM - Hourly	0.00	0.00	0.00	0.00	0.00	276.11
Overtime (x1.5) hourly-Police	0.00	0.00	0.00	0.00	0.00	0.00
Park - Hourly	0.00	0.00	0.00	0.00	0.00	0.00
Police - Hourly	984.05	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	983.71	0.00	0.00	0.00	140.14
Total Gross Pay	984.05	983.71	90.00	90.00	600.00	416.25
Deductions from Gross Pay						
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
Total Deductions from Gross Pay	0.00	0.00	0.00	0.00	0.00	0.00
Adjusted Gross Pay	984.05	983.71	90.00	90.00	600.00	416.25
Taxes Withheld						
Federal Withholding	0.00	-100.00	0.00	0.00	0.00	0.00
Medicare Employee	-14.27	-14.27	-1.30	-1.30	-8.70	-6.04
Social Security Employee	-61.01	-60.99	-5.58	-5.58	-37.20	-25.81
IL - Withholding	-48.71	-16.14	-4.46	0.00	-17.94	-20.61
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00
Total Taxes Withheld	-123.99	-191.40	-11.34	-6.88	-63.84	-52.46
Additions to Net Pay						
Reimbursement	0.00	14.25	0.00	0.00	0.00	0.00
Total Additions to Net Pay	0.00	14.25	0.00	0.00	0.00	0.00
Net Pay	860.06	806.56	78.66	83.12	536.16	363.79
Employer Taxes and Contributions						
Medicare Company	14.27	14.27	1.30	1.30	8.70	6.04
Social Security Company	61.01	60.99	5.58	5.58	37.20	25.81
IL - Unemployment	7.38	7.38	0.00	0.00	0.00	3.12
IMRF Co. Match	0.00	0.00	0.00	0.00	0.00	0.00
Total Employer Taxes and Contributions	82.66	82.64	6.88	6.88	45.90	34.97

Village of Oreana
Payroll Summary
October 2025

	Koszesza, Sherry L	Lewis, Austin	Runyen, Judith D	Tertocho, Thomas A	Ward, Angela	Welker, Austin G
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary - Elected	0.00	0.00	90.00	0.00	90.00	0.00
Salary - Employee - ADM	1,273.42	0.00	0.00	0.00	0.00	0.00
ADM - Hourly	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	347.34
Park - Hourly	0.00	0.00	0.00	0.00	0.00	1,977.38
Police - Hourly	0.00	501.67	0.00	656.04	0.00	733.21
Street - Hourly	0.00	0.00	0.00	0.00	0.00	2,047.50
Water - Hourly	0.00	0.00	0.00	0.00	0.00	988.70
Total Gross Pay	1,273.42	501.67	90.00	656.04	90.00	6,094.13
Deductions from Gross Pay						
Dependent Health Insurance	0.00	0.00	0.00	0.00	0.00	-164.88
IMRF-VAC	0.00	0.00	0.00	0.00	0.00	-487.53
IMRF Emp.	0.00	0.00	0.00	0.00	0.00	-274.24
Total Deductions from Gross Pay	0.00	0.00	0.00	0.00	0.00	-926.65
Adjusted Gross Pay	1,273.42	501.67	90.00	656.04	90.00	5,167.48
Taxes Withheld						
Federal Withholding	-74.00	0.00	0.00	0.00	0.00	-745.00
Medicare Employee	-18.47	-7.28	-1.31	-9.51	-1.30	-85.97
Social Security Employee	-78.95	-31.10	-5.58	-40.68	-5.58	-367.62
IL - Withholding	-63.03	-24.83	0.00	-21.62	-4.46	-279.92
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00
Total Taxes Withheld	-234.45	-63.21	-6.89	-71.81	-11.34	-1,478.51
Additions to Net Pay						
Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00
Total Additions to Net Pay	0.00	0.00	0.00	0.00	0.00	0.00
Net Pay	1,038.97	438.46	83.11	584.23	78.66	3,688.97
Employer Taxes and Contributions						
Medicare Company	18.47	7.28	1.31	9.51	1.30	85.97
Social Security Company	78.95	31.10	5.58	40.68	5.58	367.62
IL - Unemployment	9.55	3.77	0.00	4.93	0.00	0.00
IMRF Co. Match	0.00	0.00	0.00	0.00	0.00	245.59
Total Employer Taxes and Contributions	106.97	42.15	6.89	55.12	6.88	699.18

Village of Oreana
Payroll Summary
October 2025

	Welker, Perry L	Wheeler, Gregory G	White, Chelsey L	TOTAL
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary - Elected	0.00	0.00	90.00	1,050.00
Salary - Employee - ADM	0.00	0.00	0.00	1,273.42
ADM - Hourly	0.00	0.00	0.00	276.11
Overtime (x1.5) hourly-Police	0.00	0.00	0.00	347.34
Park - Hourly	0.00	0.00	0.00	1,977.38
Police - Hourly	0.00	2,116.80	0.00	4,991.77
Street - Hourly	0.00	0.00	0.00	2,047.50
Water - Hourly	342.16	0.00	0.00	2,454.71
Total Gross Pay	342.16	2,116.80	90.00	14,418.23
Deductions from Gross Pay				
Dependent Health Insurance	0.00	0.00	0.00	-164.88
IMRF-VAC	0.00	0.00	0.00	-487.53
IMRF Emp.	0.00	0.00	0.00	-274.24
Total Deductions from Gross Pay	0.00	0.00	0.00	-926.65
Adjusted Gross Pay	342.16	2,116.80	90.00	13,491.58
Taxes Withheld				
Federal Withholding	0.00	-177.00	0.00	-1,096.00
Medicare Employee	-4.97	-30.69	-1.30	-206.68
Social Security Employee	-21.21	-131.24	-5.58	-883.71
IL - Withholding	-16.93	-104.79	-4.46	-627.90
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00
Total Taxes Withheld	-43.11	-443.72	-11.34	-2,814.29
Additions to Net Pay				
Reimbursement	0.00	0.00	0.00	14.25
Total Additions to Net Pay	0.00	0.00	0.00	14.25
Net Pay	299.05	1,673.08	78.66	10,691.54
Employer Taxes and Contributions				
Medicare Company	4.97	30.69	1.30	206.68
Social Security Company	21.21	131.24	5.58	883.71
IL - Unemployment	2.57	0.00	0.00	38.70
IMRF Co. Match	0.00	0.00	0.00	245.59
Total Employer Taxes and Contributions	28.75	161.93	6.88	1,374.68

8:50 AM
11/18/25

Village of Oreana
Bills for All Vendors
All Transactions

Vendor	Num	Due Date	Amount
AHW LLC	12260996	11/18/2025	20.84
AHW LLC	12265840	11/18/2025	380.95
AMEREN IP	01160-30099	11/18/2025	1,350.21
Badger Meter	80215356	11/18/2025	44.76
BLUE CROSS BLUE SHIELD OF ILLINOIS		11/20/2025	1,023.80
Blue Heron Web Design & Graphics, LLC	204919	11/18/2025	1,513.20
CENTRAL IL REGIONAL DISPATCH CENTER	First Net 2025	11/18/2025	253.68
CENTRAL IL REGIONAL DISPATCH CENTER	First Net Annual	11/18/2025	1,755.00
CHASTAIN & ASSOCIATES LLC	6921-01-36	11/18/2025	1,395.61
CHASTAIN & ASSOCIATES LLC	6921-01-40	11/18/2025	24,531.12
GERBER STATE BANK	Farm Mgmt Fee	11/18/2025	200.00
ILLINOIS MECHANICAL SERVICE & DESIGN, I...	85957	11/18/2025	145.00
KEY LABORATORY SERVICES	26773	11/18/2025	18.00
KEY LABORATORY SERVICES	26774	11/18/2025	18.00
KEY LABORATORY SERVICES	26791	11/18/2025	18.00
MACON COUNTY ANIMAL CONTROL/SHELTER	R25-031740	11/18/2025	90.00
MAGUIRE IRON, INC	8603	11/18/2025	17,800.00
MENARDS	96431	11/18/2025	70.72
MIDWEST PUBLIC SAFETY, LLC	213454600	11/18/2025	1,319.76
Paula Luckenbill	Bench pick up	11/18/2025	100.81
Ricky Flannigan	Inspections	11/18/2025	300.00
SANITARY DISTRICT OF DECATUR	Discharge Fees	11/18/2025	3,091.73
Thouvenot, Wade, & Moerchen, Inc	94167	11/18/2025	3,633.00
VERIZON WIRELESS	6126421560	11/18/2025	358.16
VILLAGE OF FORSYTH	Water Usage	11/18/2025	8,903.68
WATER SOLUTIONS UNLIMITED, INC	7236618	11/18/2025	544.99
WATTS COPY SYSTEMS	1453751	11/18/2025	96.63
WHITMORE TOWNSHIP	Office Rental	11/18/2025	37.17
Total			69,014.82



Board of Trustees Agenda
Regular Meeting of the Village Board
Tuesday October 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	Present
Trustee R. Creamer	Present	Trustee Donath	Present
Mayor Keathley	Present	Attorney Weatherford	Present
Clerk Kirby	Present	Treasurer Koszesza	Absent

Mayor Keathley declared a quorum present.

Consent Agenda:

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

Income: \$91,095.61

Expenses: \$ 50,571.41

Bill: \$111,748.72

Minutes from September 16th, 2025, Regular Meeting and Special Meeting October 25th, 2025

A general discussion was held. A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	Yes
Trustee R. Creamer	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 Presentation regarding Orea Runs Inc.

Trustee Robert Creamer addressed the board about how Orea Runs gives back to the community with food boxes for those in need. Trustee Creamer informed that board of not only giving back to Argenta and Orea but now to Bement.

No Action was taken.

The **second** item on the Agenda Approval request to host the Orea Christmas Parade.

Melissa Cotton from the Argenta Orea Youth Cheer committee explained to the board that the AO Youth league would like to host the parade. Citizen Melissa Cotton presented to the board that the cost of each entry would cost \$50.00.

Trustee Robert Creamer questioned if they were registered with the non for profit. Trustee Ward questioned why they charge citizens to be in a parade.

Mrs. Cotton explained that AO Youth Cheer is registered as a non for profit and it would go back into the community for the AO youth league cheer and JFL football.

Mayor Keathley explained that it would be nice to have different organizations put it on each year.

A **motion** was made by Trustee L. Creamer **seconded** by Trustee Ward to have the Argenta/Orea youth cheer put the 2025 Christmas Parade on.

A general discussion was held. A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	No
Trustee R. Creamer	Yes	Trustee Donath	Yes

Mayor Keathley declared **Motion Carried.**

The **third** item on the Agenda Approval of payment request from E.L. Pruitt.

Mayor Keathley explained that there would be no action taken at this time due to not having anything to present.

The **fourth** item on the Agenda Approval of change order request regarding the water main project.

Mayor Keathley explained to the board that no action would be taken at this time, and it would be discussed on November 17th, 2025, board meeting.

The **fifth** item on the Agenda Approval of bid for playground equipment.

Mayor Keathley explained to the board that the cost of the equipment would be \$45,000.00.

A **motion** was made by Trustee Ward **seconded** by Trustee R. Creamer to approve bid for playground equipment in the amount of \$45,000.00.

A general discussion was held. A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	No
Trustee R. Creamer	Yes	Trustee Donath	Yes

Mayor Keathley declared **Motion Carried.**

The **6th** item on the Agenda Approval of engineering services agreement with TWM Engineering.

A **motion** was made by Trustee R. Creamer, **seconded** by Ward to approve engineering services agreement with TWM Engineering.

A general discussion was held. A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	No
Trustee R. Creamer	Yes	Trustee Donath	Yes

Mayor Keathley declared **Motion Carried.**

The **7th** item on the Agenda Approval of bid for leaf vac services.

Mayor Keathley explained to board that Trevor Bloch from Looking Good Lawn Care from last year bid in the amount of \$4,000.00 for 3 weeks.

A **motion** was made by Trustee R. Creamer, **seconded** by Trustee Ward to approve and award the bid to Trevor Bloch from Looking Good Lawn Care.

A general discussion was held. A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	No
Trustee R. Creamer	Yes	Trustee Donath	Yes

Mayor Keathley declared **Motion Carried.**

The **8th** item on the Agenda Approval of Ordinance 2025-10-21-1, Return to work policy.

Mayor Keathley explained how the return-to-work policy works along with a printed-out Ordinance.

A **motion** was made by Trustee Ward, **seconded** by Trustee R. Creamer to approve Agenda Approval of Ordinance 2025-10-21-1, Return to work policy.

A general discussion was held. A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	No
Trustee R. Creamer	Yes	Trustee Donath	Yes

Mayor Keathley declared **Motion Carried.**

The **9th** item on the Agenda Approval of Ordinance 2025-10-21-2, Schedule of fees.

Mayor Keathley explained about the Scheduling of fees along with printed-out Ordinance.

A **motion** was made by Trustee Ward, **seconded** by Trustee White to approve Agenda Approval of Ordinance 2025-10-21-2, Schedule of fees.

A general discussion was held. A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Yes	Trustee Runyen	No
Trustee R. Creamer	Yes	Trustee Donath	Yes

Mayor Keathley declared **Motion Carried.**

The last item on the agenda Grocery tax discussion.

No action taken at this time.

Adjournment

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

A voice vote was taken. Yes-4, No-0. Mayor Keathley declared the **motion** carried and the meeting adjourned.

Dated Tuesday October 21st, 2025

Anne Kirby, Village Clerk

Approved:

Aaron Keathley, Mayor



Board of Trustees Agenda
SPECIAL MEETING
Saturday October 25, 2025
10:00 A.M.

The Special meeting was called to order at 10:00 A.M. by Mayor Aaron Keathley.

Roll Call

Trustee White	Present	Trustee Ward	Present
Trustee Creamer	Absent	Trustee Runyen	Present
Trustee R. Creamer	Absent	Trustee Donath	Absent
Mayor Keathley	Present	Attorney Weatherford	Absent
Clerk Kirby	Present	Treasurer Koszesza	Absent

Mayor Keathley declared a quorum present.

Consent Agenda:

Public Comment: None

Old Business: None

New Business:

The **first** item on the agenda is the Approval of payment request from E.L. Pruitt.

Mayor Keathley explained to the board members that the payment would be \$224,255.01.

Trustee Ward made a motion seconded by Trustee White to approve the payment to E.L Pruitt in the amount of \$224,255.01.

A general discussion was held. A roll call vote was taken.

Trustee White	Yes	Trustee Ward	Yes
Trustee Creamer	Absent	Trustee Runyen	Yes
Trustee R. Creamer	Absent	Trustee Donath	Absent

Mayor Keathley declared **Motion Carried.**

The last item on the agenda was the Approval of a change order request regarding the water main project.

Mayor Keathley explained that this would be in the November 2025 meeting.

No Action taken at this time.

Adjournment

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

A voice vote was taken. Yes-3, No-0. Mayor Keathley declared the **motion** carried and the meeting adjourned at 10:04 a.m.

Dated this day, Tuesday October 15th, 2024

Anne Kirby, Village Clerk

Approved:

Aaron Keathley, Mayor



Contract Agreement for Professional Services – Civil Site Engineering

Thouvenot, Wade & Moerchen, Inc. (TWM Inc.) has developed this agreement as a legal and binding contract between two parties, TWM Inc., and you, Village of Oreana as the **CLIENT**. When you see the words “us”, “we”, and “our” they mean **TWM Inc.** When you see the words “you” or “your”, they refer to you as the **CLIENT**. Please read this Contract carefully. It confirms our understanding of the work you desire and the terms and conditions under which we will do that work.

This contract describes the specific professional services that you have requested we provide on the proposed project, **New Public Works Building in Oreana, Illinois**, which we will refer to as simply the “**project**”.

SCOPE OF SERVICES - BASIC SERVICES

We agree to provide the following specific professional services. For the purposes of this contract and project, you agree with us that these services, as listed, will be considered our **Basic Scope of Services**.

A. Topographic Survey

1. We will perform a topographic survey of site from front face of the existing building to East St.
2. We will topo survey East St and the ditch line to the existing low point approximately 150' of the site.
3. We will call JULIE to obtain contact information for utility companies with facilities at the site.
4. We will create an AutoCAD drawing of the topographic survey.

B. Site Plan

1. We will prepare a site plan including building footprint, parking, ADA accessible route to entrance, and driveways to garage doors.
2. We will prepare a grading plan including drainage to the north along East St. Please note, we assume the Village does not plan to incorporate a stormwater detention facility into the site.
3. We will prepare rough building internal layout details for use in the selection of the contractor for the Design-Build.

C. Municipal Design-Build Contract Assistance

1. Assist the Village with going through the Municipal Design-Build Contract process described in the Municipal Design-Build Authorization Act (65 ILCS 5/Art. 11 Div. 39.2). See Attachment IV.

PROPOSED SCHEDULE

Unless you tell us otherwise, we will begin to schedule work on the project as soon as you accept this contract and return it to us with your signature. Completion of Scope Item A & B will be within 4 weeks of notice to proceed. Completion of Scope Item A will be dependent on the Village's selection process.

FEES - BASIC SCOPE OF SERVICES

We agree to provide the **Basic Scope of Services** listed above in exchange for your payment of the following fees:

- | | |
|---|--|
| A. Topographic Survey | \$2,500.00 on a Lump Sum Fee Basis |
| B. Site Plan | \$7,000.00 on a Lump Sum Fee Basis |
| C. Municipal Design-Build Contract Assistance | \$6,500.00 (Estimated) on an Hourly Rate Basis |

- D. **Reimbursable Costs** - You also agree to reimburse us for outside services, such as sub consultant services, delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%. If the project requires commercial travel, overnight stays, and associated expenses you agree to reimburse us at our actual cost.

BILLING AND PAYMENT

We will bill you, at the address listed for you in this contract, for the **Basic Scope of Services** we have provided as well as for any additional services you requested in the following manner:

- A. For all services we will bill you monthly for a percentage of the lump sum fee based upon our estimate of the percentage of services we have provided to date.



Should submission of any of the surveys, studies or plans above be unduly delayed by you, by any regulatory review or agency, or by any other event that is not within our control, we reserve the right to bill you for the percentage of services provided to date, and to then bill for the balance of any lump sum fee upon eventual submission.

For all the above, payment is due when you receive our respective invoices. You agree to both process and pay our invoices promptly. While we are not obliged to do so, if after thirty (30) days, any portion of any invoice remains unpaid, you agree that we have the right to charge you interest, at a rate of up to 1½ percent per month for any unpaid balance.

Except as provided by law or allowed in writing by us, our invoices are not subject to unilateral set-offs, back charges or discounts by you. You must pay the full amount of the invoice. Unless otherwise specified within this Contract, you cannot retain any money due to us or otherwise reduce the amount of any invoice we send to you.

If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. Any portion of the invoice that is not in dispute remains due and should be paid by you by the due date.

In the event we are providing services as a subconsultant through you, we may agree to a provision that payment to us is delayed until you receive payment from your client. However, even under such an agreement, you must make payment to us within seven (7) calendar days of you being paid by your client. Should your client hold payment from you because of some issue with your work, but an issue unrelated to our work, you are still obligated to pay us for the work we have performed, even though you may not have yet been paid by your client, and you agree to do so within sixty (60) calendar days.

INFORMATION WE NEED FROM YOU

We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

1. Any information available to you or to your consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services.

ADDITIONAL SERVICES

You may request that we provide any additional services not included in the **Basic Scope of Services** above, and do so either on your verbal authority at our current hourly rates, or by requesting a written addendum to this contract. We may also request authorization for additional services via a written contract addendum. Any such addendum will also identify adjustments to the project schedule and fees in order to include the requested additional services.

As a firm, we may offer other services that you have not requested we provide. If you have not requested those services from us, they are not included within the **Basic Scope of Services** listed above, and therefore also not included in any lump sum fee listed above. If the nature of the project requires or warrants additional services but you choose not to secure those services from us, you still retain the responsibility to secure those services from another appropriate and qualified consultant.

EXCLUDED SERVICES

As a firm, we specifically list services that we do not provide and therefore exclude from this Contract and from our **Basic Scope of Services**. Specifically Excluded Services are:

1. Performing any geo-technical or soils testing.
2. Performing any environmental assessment.
3. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the Illinois Historic Preservation Agency.
4. Verifying that the work of an architect or any other design professional is in compliance with any local, state or federal ordinance, code, law or other regulation as they apply to this project

Although these services will not be provided by us, they may still be necessary for the project. It is your responsibility to make that determination and to procure any such services from an appropriate and qualified consultant. When you do, you agree to provide their findings or plans to us so that we can evaluate their potential impact upon the services we have agreed to provide.

We are not responsible for addressing within our design or fees, any environmental conditions you might encounter or find, including but not limited to garbage, dumping sites, petroleum tanks or radioactive waste, nor are we responsible for non-compliance with any permit requirements associated with the above, or for any other requirement not included within our Scope of Services.



INSURANCE

We agree to obtain insurance from a reputable insurance company and to maintain that insurance throughout the term of this contract. Our current insurance coverage and limits are included in this contract as **Attachment II – Schedule of Insurance**. At your request, we will provide you with a certificate of insurance on the standard ACCORD form issued by an authorized representative of our insurer, as evidence that we have obtained insurance coverage applicable to this Agreement.

As to Professional Liability /Errors & Omissions Insurance, we agree to maintain that insurance throughout the design and construction of this project, and for a period of one year following substantial completion, provided that coverage is reasonably available at commercially affordable premiums. For the purposes of this Contract, “reasonably affordable” and “commercially available” mean that more than half the design professionals practicing in the State of Illinois and in this specific discipline are able to obtain such coverage.

You may request that we secure and provide project specific insurance with higher limits than we would normally carry, and for a specific length of time, provided that you also agree to pay for the higher cost of the premiums for that insurance.

RIGHT OF ENTRY

Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our **Basic Scope of Services** listed above. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.

You also agree to obtain a grant to us permission to erect a sign on the project site, should we choose to do so, identifying us as the project engineer and / or surveyor, and to allow that sign to remain on site during construction, reasonably protected from damage.

QUALIFICATIONS

We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.

SPECIFIC TERMS AND CONDITIONS

This contract is based upon the following specific terms and conditions:

1. You, and/or the owner, are responsible for paying any and all permit and/or application fees, utility connection fees, any fees required by statute or ordinance, any fees associated with a Municipality's adopted subdivision or development code, and any fees for activities including but not limited to, legal recordation, Illinois EPA sewer or water permits, NPDES NOI permits, wetlands delineation studies, archeological studies, municipal review, or title report. If you should require us to pay any such fees anyway and then request reimbursement from you, you agree to reimburse us for the cost of the actual fees plus a fifteen (15) per cent surcharge in order to offset costs for processing, the cost of money, and professional liability insurance.
2. When we submit any drawings, plans, specifications, plats, descriptions, or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
3. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
4. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.
5. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, sub



consultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.

6. You agree to name us as an additional insured and have your insurance carrier issue to us a certificate of insurance and an endorsement to your policy using ISO Form CG 20 07 07 04, or an equivalent acceptable to us. This endorsement protects us from liability in respect to any bodily injury, property damage, or personal and advertising injury, caused in whole or in part by your acts or omissions or the acts and omissions of others acting on your behalf.

ATTACHMENTS

The following are attached to this contract and are hereby incorporated into the contract and made part of it by this reference.

ATTACHMENT I:	GENERAL TERMS AND CONDITIONS
ATTACHMENT II:	SCHEDULE OF INSURANCE
ATTACHMENT III:	HOURLY RATE SCHEDULE
ATTACHMENT IV:	MUNICIPAL DESIGN-BUILD AUTHORIZATION ACT

ACCEPTANCE

This Contract and any and all attachments comprise the final and complete agreement between you and us. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Contract. Execution of this Contract signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Contract shall not be binding unless made in writing and signed by both you and by us.

IN WITNESS WHEREOF, the parties hereto have made and executed this **CONTRACT** on this _____ day of _____ 2025.

VILLAGE OF OREANA

Aaron Keathley
President Village Board of Trustees

Address for giving notices:

PO Box 37
Oreana, Illinois 62554
Tel. No. 217-468-2476
E-Mail: mayor@oreanail.com

THOUVENOT, WADE & MOERCHEN, INC.

Marsha J. Maller

Marsha J. Maller, P.E.
Director of Land Development Engineering

Address for giving notices:

2905 N Main Street Suite A
Decatur, Illinois
Tel. No. 217-619-7382
E-Mail: mmaller@twm-inc.com



ATTACHMENT I - GENERAL TERMS AND CONDITIONS

GOVERNING LAW. Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

TITLES. The paragraph titles used in this Contract, and in any attachments, are only for general reference and are not part of the Contract.

SEVERABILITY AND SURVIVAL. If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

ASSIGNMENT. Neither you or we can transfer, sublet or assign any rights under, or interest in, this Contract without the prior written consent of the other, with one exception: if you fail to pay for the services we provide, we retain the right to assign this Contract to a collection agency or attorney in order to collect the past due account.

TERMINATION. Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar day's prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

SUSPENSION OF SERVICES. If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

DEFINITIONS. Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- **CERTIFY, CERTIFICATION:** A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- **COST ESTIMATE:** An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- **DAY, DAYS:** The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
- **INSPECT, INSPECTION:** The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- **RECORD DOCUMENTS:** Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words "**us**", "**we**", and "**our**" they generally refer to **TWM INC.**, as well as our officers, partners, employees, agents and sub consultants.
- When you see the words "**you**" or "**your**", they generally refer to you as the **CLIENT**, as well as your officers, partners, employees, agents and sub consultants.

SCOPE OF SERVICES. Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services, we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

TIMELINESS OF PERFORMANCE; DELAYS. We will perform our services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

INFORMATION PROVIDED BY OTHERS. We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically, that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.



ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their members may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

ENVIRONMENTAL & HEALTH HAZARDS. Both you and we acknowledge that our scope of work does not include any services related to asbestos or hazardous or toxic materials. However, while working on the site, should we encounter any materials or conditions that we suspect could be hazardous or toxic, we will notify you of that suspicion so that you can investigate. In that event, or in the event that any other party encounters or suspects asbestos or hazardous or toxic materials at the jobsite or any areas adjacent, we may, at our option and without liability for consequential or any other damages, suspend the performance of our services on the project until you retain an appropriate specialist, consultant, or contractor to identify, abate and/or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

CHANGED CONDITIONS. Once this contract is in place, it is possible that conditions change, and that something occurs or is discovered that was not originally contemplated or known by us. You agree to rely on our judgment as to the continued adequacy of this Contract in such cases. Should we identify changed conditions that in our opinion necessitate renegotiation of this Contract, both we and you will promptly, and in good faith, enter into that renegotiation. If we cannot agree to new Contract terms, you and we each have the absolute right to terminate this Contract, in which case you agree to pay us for the services we have rendered through the date of termination.

STANDARD OF CARE. Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is solely responsible for jobsite safety, and you agree that it is your responsibility to make that evident to your General Contractor. Neither our professional activities, nor the presence of our employees or sub consultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. You also agree that in order to further protect all of us, you, we, and any sub consultants we employ, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG 20 10 11 85, unless a different form is proposed and accepted by us.

CONFIDENTIALITY. If any data or information furnished to us by you is marked **CONFIDENTIAL**, or if you direct us to keep confidential any data generated by us for this project, we will not disclose that data or information to any person or entity, other than our own employees, any sub consultants working for us on the project, the general contractor and subcontractors, or any appropriate or required governmental or regulatory agency. These provisions do not apply to information in whatever form that comes into the public domain, nor do they restrict us from giving notices required by law or from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. These provisions also do not apply to information that in our opinion is necessary for us to defend ourselves from any suit or claim.

You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent.

CONFIDENTIAL COMMUNICATIONS. In some cases, you may ask us to provide you with an opinion about the past performance, current performance, or the qualifications of other entities under contract to you, or who you are considering for contracts. We assume that if you ask us to do so, you want a candid answer. However, we may be reluctant to provide a frank report or opinion that is not favorable, if you intend to share that report or opinion with others. You therefore agree to keep any such communications confidential, and to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) arising or alleged because you failed to do so, or because we provided any such confidential opinions or reports to you or to your agents.



ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein. If you have paid us in full for the services provided under this Contract, we will, at your request, supply you with one Mylar set of final plans for the project, and grant a limited royalty-free license for you to use those plans for the purposes of advertising, promotion, and construction, and the operation and maintenance of the Project. However, by accepting any such plans or documents you agree that use or reuse for any purpose other than the work covered under this Contract, or any modification without our written permission, is at your sole risk. You agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work.

ELECTRONIC MEDIA / FILES. Data transferred in electronic format is easily altered, even unintentionally; therefore, creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

If for some reason your project does require that we provide data in electronic format, the terms of doing so should be negotiated as part of this Contract and reduced to writing herein. In that case, if you have paid us in full for the services provided under this Contract, we will supply you with a Compact Disc (CD) containing the specified electronic files in the format in which they were created, and grant you a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract, and is not transferable to any other party. We will also require that you sign a **License for Use of Electronic Data / Non-Disclosure Agreement / Agreement for Release of Liability** form. By your signature on this form you agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work. We make no warranties, either express or implied, of the merchantability and fitness for any particular purpose, for any electronic files we might provide. Should you find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by us, the printed document prevails.

UNAUTHORIZED CHANGES. In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

SUPPLANTING DESIGN PROFESSIONAL. If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are used, changed, or completed by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also cannot be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

DEFECTS IN SERVICE. Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

BETTERMENT. Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place: In other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, sub consultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

CERTIFICATIONS, GUARANTEES, & WARRANTIES. We will not be required to sign any documents, no matter who makes the request, which would result in our having to certify, guarantee, or warrant the existence of conditions, when we did not observe the existence of those conditions and cannot otherwise determine their existence. You agree not to make the resolution of any dispute with us, or the payment of any amount due to us, in any way contingent upon our signing any such certification. In addition, we will not be required to execute any documents subsequent to the signing of this Contract that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

CONTINGENCY. You and we agree that although our mutual goal may be the creation of a "perfect" set of project plans and documents, it is improbable that "perfection" can ever be attained. Because of the possibility for omissions, ambiguities or inconsistencies in the drawings and specifications, bidders might interpret the plans and specifications differently than we intended. In addition, influences beyond our control, such as increases in material prices, bidder workload, and labor costs, could all possibly impact bid prices. Therefore, project costs could be higher than you or we initially anticipate and deviate from any pre-bid estimate of those costs prepared by us. You and/or the owner therefore agree to set aside a reserve in the amount of 10 percent of the project construction costs as a contingency, to be used, if necessary, to pay for any increased costs. You and the Owner further agree to make no claim by way of direct or third-party action against us or our sub consultants with respect to such increased costs.

NON-SOLICITATION OF EMPLOYEES. During the term of this agreement and for a period of two (2) years afterwards, you agree that you will not solicit to hire nor hire any of our employees, whether or not you became aware of them through the performance of this Agreement. Furthermore, you agree for the same time period not to participate or facilitate in any way in the attempt of any other company to solicit to hire or hire any of our employees.



ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

DISPUTE RESOLUTION. Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement. Should those discussions not resolve the matter, you and we agree to attempt resolution through nonbinding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Mediation is to commence within thirty (30) days from the date of receipt of any written claim, dispute or other matter in question, and both of us will mutually select the certified mediator or certified mediation service. You and we further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to all agreements.

However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us. In such cases, we are not required to first utilize mediation in the pursuit of collections and may in fact initiate legal action in an attempt to secure payment.

STATUTES OF REPOSE. Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

THIRD PARTY BENEFICIARIES. Nothing contained in this Contract should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either you or us. Our services under this Contract are being performed solely for your benefit, and no other entity shall have any claim against us because of this Contract or the performance or nonperformance of services under this Contract. You agree to include a provision in all you contract with contractors and other entities involved in this project to carry out the intent of this Section.

FAILURE TO PAY FOR SERVICES PROVIDED. Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition, we may take additional actions, which may include:

- **SUSPENSION OF SERVICES.** We may suspend performance of services by giving you five (5) calendar days' notice. If we do so, we have no liability whatsoever to you for any costs or damages as a result of such suspension caused by any breach of this Contract.
- **TERMINATION OF SERVICES.** We may terminate this Contract. Payment remains due for services provided regardless of termination of this Contract by either of us.
- **MECHANICS LIEN.** We may file a lien against your property to protect our financial interests under this Contract.
- **LEGAL ACTION.** We may file suit against you to enforce the payment provisions of this Contract.

In the event that we find it necessary or prudent to file a lien or take legal action in order to enforce the payment provisions of this contract, you agree to compensate us for our cost of doing so. Among others things, those costs include our time, at current billing rates, and the expenses we incur in our collection efforts. They also include reasonable attorney's fees, court costs and related expenses incurred by us. You agree that in addition to any judgment or settlement sums due, you will pay these fees, costs and expenses to us.

GENERAL INDEMNIFICATIONS. We agree, to the fullest extent permitted by law, to indemnify and hold you (as well as your officers, directors and employees and their heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by our negligent acts, errors or omissions under this Contract, or those of anyone for whom we are legally liable.

You agree, to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our sub consultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our sub consultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. **As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our sub consultants to all those named, defaults to, and shall not exceed, \$25,000.** This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third-party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by our sole or gross negligence or our willful misconduct.

ENTIRE AGREEMENT. This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.

INSURANCE | Coverage & Limits

The following reflects TWM Inc.'s Insurance Coverage and Limits in effect as of 2025:

General Liability Insurance | Hartford Accident & Indemnity Company through Greyling Ins. Brokerage/EPIC

- **Commercial General Liability Insurance** | On a broad-form occurrence basis with limits of \$1,000,000 per each occurrence and \$2,000,000 in the general aggregate.
- **Contractual Liability**

ATTACHMENT II



Automobile Liability Insurance | Hartford Underwriters Insurance Company through Greyling Ins. Brokerage/EPIC

- **Automobile Liability Insurance** | Personal injury and property damage with combined single limits (each accident) of \$1,000,000.

Excess / Umbrella Liability | The Hartford Accident & Indemnity Company through Greyling Ins. Brokerage/EPIC

- **Excess / Umbrella Liability** | On a broad-form occurrence basis with limits of \$10,000,000 per occurrence and in the aggregate.

Worker's Compensation Insurance | Trumbull Insurance Company / USL & H—All States through Greyling Ins. Brokerage/EPIC

- **Workers' Compensation Insurance** | As required by statute, including Employers' Liability, with limits of:
 - \$1,000,000 each accident
 - \$1,000,000 disease—each employee
 - \$1,000,000 disease—policy limit

Professional Liability Practice Policy | AssuredPartners Design Professionals Insurance Services, LLC

- **A/E Professional Liability Insurance Policy** | With limits of \$2,000,000 per claim and \$2,000,000 in the annual aggregate through Travelers Casualty and Surety Co. of America. Includes pollution liability coverage.
- **A/E Excess Professional Liability Insurance Policy** | With additional limits of \$3,000,000 per claim and \$3,000,000 in the annual aggregate through RLI Insurance Company—effective after the exhaustion of the \$2,000,000/\$2,000,000 provided by Travelers Casualty and Surety Co. of America. Includes pollution liability coverage.

CPM Policy (Cyber Liability) | AssuredPartners—CFC Underwriting Limited, Provided by Lloyd's of London

- **Cyber, Privacy, & Media Risks Insurance Policy** | With limits of \$5,000,000 per claim and in the aggregate.

Aircraft & Commercial General Aviation Liability (Drone) | Global Aerospace, Inc.

- **Drone/Aircraft Insurance Policy** | Single limit bodily injury and property damage and with limits of \$15,000,000 per claim and in the aggregate. Third party war liability with limits of \$15,000,000 in the aggregate.



ATTACHMENT III

THOUVENOT, WADE & MOERCHEN, INC. SCHEDULE OF FEES

Principal	\$235.00
Senior Engineer	\$196.00
Senior Project Manager	\$196.00
Project Engineer V	\$193.00
Project Engineer IV	\$190.00
Project Engineer III	\$167.00
Project Engineer II	\$161.00
Project Engineer I	\$156.00
Project Manager IV	\$189.00
Project Manager III	\$176.00
Project Manager II	\$160.00
Project Manager I	\$146.00
Senior Structural Engineer	\$207.00
Structural Engineer V	\$205.00
Structural Engineer IV	\$197.00
Structural Engineer III	\$187.00
Structural Engineer II	\$175.00
Structural Engineer I	\$164.00
Survey Crew (3 person crew)	\$319.00
Survey Crew (2 person crew)	\$240.00
Survey Crew (2 person crew w/Robotics or GPS)	\$250.00
Survey Crew (1 person w/Robotics or GPS)	\$160.00
Survey Crew (2 person w/3D Scanner)	\$286.00
Survey Crew (1 person w/3D Scanner)	\$221.00
Engineer III	\$136.00
Engineer II	\$131.00
Engineer I	\$123.00
Surveyor V	\$193.00
Surveyor IV	\$176.00
Surveyor III	\$158.00
Surveyor II	\$139.00
Surveyor I	\$121.00
3D Scanning Technician	\$174.00
Technician VI	\$124.00
Technician V	\$115.00
Technician IV	\$106.00
Technician III	\$99.00
Technician II	\$96.00
Technician I	\$88.00
Jr. Technician	\$63.00
IT Manager	\$158.00
Systems Administrator	\$136.00
Senior Cad Designer	\$140.00
Cad Manager	\$136.00
Cad Designer IV	\$130.00
Cad Designer III	\$126.00
Cad Designer II	\$118.00
Cad Designer I	\$98.00
Accountant III	\$142.00
Accountant II	\$120.00
Accountant I	\$104.00
Word Processing	\$92.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$237.00
Live Sewer Testing	\$304.00
Mandrel Testing 2 Technicians w/ Equipment	\$217.00
Live Sewer Testing	\$285.00
Video Testing 1 Technician w/ Equipment	\$253.00
2 Technicians w/Equipment	\$345.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
Travel (Non local) per Mile at current GSA rate.	

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

AN ACT concerning local government.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Illinois Municipal Code is amended by adding Division 39.2 to Article 11 as follows:

(65 ILCS 5/Art. 11 Div. 39.2 heading)

DIVISION 39.2. MUNICIPAL DESIGN-BUILD CONTRACTS

(65 ILCS 5/11-39.2-1 new)

Sec. 11-39.2-1. Short title. This Division may be cited as the Municipal Design-Build Authorization Act.

(65 ILCS 5/11-39.2-5 new)

Sec. 11-39.2-5. Purpose. The purpose of this Division is to authorize municipalities to use design-build processes to increase the efficiency and effectiveness of delivering public projects.

(65 ILCS 5/11-39.2-10 new)

Sec. 11-39.2-10. Definitions. As used in this Division:
"Delivery system" means the design and construction approach used to develop and construct a project.

"Design-bid-build" means the traditional delivery system

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

used on public projects that incorporates the competitive bidding process set forth in this Code.

"Design-build" means a delivery system that provides responsibility within a single contract for the furnishing of architecture, engineering, land surveying, and related services, as required, and the labor, materials, equipment, and other construction services for the project.

"Design-build contract" means a contract for a public project under this Division between a municipality and a design-build entity to furnish: architecture, engineering, land surveying, public art or interpretive exhibits, and related services, as required, and the labor, materials, equipment, and other construction services for the project.

"Design-build entity" means an individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that proposes to design and construct any public project under this Division.

"Design professional" means an individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services under the Illinois Architecture Practice Act of 1989, the Professional Engineering Practice Act of 1989, the Structural Engineering Practice Act of 1989, or the Illinois Professional Land Surveyor Act of 1989.

"Evaluation criteria" means the requirements for the separate phases of the selection process as defined in this

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

Division and may include the specialized experience, technical qualifications and competence, capacity to perform, past performance, experience with similar projects, assignment of personnel to the project, and other appropriate factors.

"Proposal" means the offer to enter into a design-build contract as submitted by a design-build entity in accordance with this Division.

"Public art designer" means an individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that has demonstrated experience with the design and fabrication of public art, including any media that has been planned and executed with the intention of being staged in the physical public domain outside and accessible to all or any art which is exhibited in a public space, including publicly accessible buildings, or interpretive exhibits, including communication media that is designed to engage, excite, inform, relate, or reveal the intrinsic nature or indispensable quality of a topic or story being presented.

"Request for proposal" means the document used by the municipality to solicit proposals for a design-build contract.

"Scope and performance criteria" means the requirements for the public project, such as the intended usage, capacity, size, scope, quality and performance standards, life-cycle costs, and other programmatic criteria that are expressed in performance-oriented and quantifiable specifications and

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

drawings that can be reasonably inferred and are suited to allow a design-build entity to develop a proposal.

(65 ILCS 5/11-39.2-15 new)

Sec. 11-39.2-15. Solicitation of proposals.

(a) A municipality may enter into design-build contracts. In addition to the requirements set forth in its local ordinances, when the municipality elects to use the design-build delivery method, it must issue a notice of intent to receive proposals for the project at least 14 days before issuing the request for the proposal. The municipality must publish the advance notice in the manner prescribed by ordinance, which must include posting the advance notice online on its website. The municipality may publish the notice in construction industry publications or post the notice on construction industry websites. A brief description of the proposed procurement must be included in the notice. The municipality must provide a copy of the request for proposal to any party requesting a copy.

(b) The request for proposal must be prepared for each project and must contain, without limitation, the following information:

(1) The name of the municipality.

(2) A preliminary schedule for the completion of the contract.

(3) The proposed budget for the project, the source of

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

funds, and the currently available funds at the time the request for proposal is submitted.

(4) Prequalification criteria for design-build entities wishing to submit proposals. The municipality must include, at a minimum, its normal qualifications, licensing, registration, and other requirements; however, nothing precludes the use of additional prequalification criteria by the municipality.

(5) Material requirements of the contract, such as the proposed terms and conditions, required performance and payment bonds, insurance, and the entity's plan to comply with the utilization goals for business enterprises established in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act and with Section 2-105 of the Illinois Human Rights Act.

(6) The performance criteria.

(7) The evaluation criteria for each phase of the solicitation. Price may not be used as a factor in the evaluation of Phase I proposals.

(8) The number of entities that will be considered for the technical and cost evaluation phase.

(c) The municipality may include any other relevant information that it chooses to supply. The design-build entity may rely upon the accuracy of this documentation in the development of its proposal.

(d) The date that proposals are due must be at least 21

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

calendar days after the date of the issuance of the request for proposal. If the cost of the project is estimated to exceed \$12,000,000, then the proposal due date must be at least 28 calendar days after the date of the issuance of the request for proposal. The municipality must include in the request for proposal a minimum of 30 days to develop the Phase II submissions after the selection of entities from the Phase I evaluation is completed.

(65 ILCS 5/11-39.2-20 new)

Sec. 11-39.2-20. Development of scope and performance criteria.

(a) The municipality must develop, with the assistance of a licensed design professional or public art designer, a request for proposal, which must include scope and performance criteria. The scope and performance criteria must be in sufficient detail and contain adequate information to reasonably apprise the qualified design-build entities of the municipality's overall programmatic needs and goals, including criteria and preliminary design plans, general budget parameters, schedule, and delivery requirements.

(b) Each request for proposal must also include a description of the level of design to be provided in the proposals. This description must include the scope and type of renderings, drawings, and specifications that, at a minimum, will be required by the municipality to be produced by the

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

design-build entities.

(c) The scope and performance criteria must be prepared by a design professional or public art designer who is an employee of the municipality, or the municipality may contract with an independent design professional or public art designer selected under the Local Government Professional Services Selection Act to provide these services.

(d) The design professional or public art designer that prepares the scope and performance criteria is prohibited from participating in any design-build entity proposal for the project.

(e) The design-build contract may be conditioned upon subsequent refinements in scope and price and may allow the municipality to make modifications in the project scope without invalidating the design-build contract.

(65 ILCS 5/11-39.2-25 new)

Sec. 11-39.2-25. Procedures for Selection.

(a) The municipality must use a two-phase procedure for the selection of the successful design-build entity. Phase I of the procedure will evaluate and shortlist the design-build entities based on qualifications, and Phase II will evaluate the technical and cost proposals.

(b) The municipality must include in the request for proposal the evaluating factors to be used in Phase I. These factors are in addition to any prequalification requirements

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

of design-build entities that the municipality has set forth. Each request for proposal must establish the relative importance assigned to each evaluation factor and subfactor, including any weighting of criteria to be employed by the municipality. The municipality must maintain a record of the evaluation scoring to be disclosed in event of a protest regarding the solicitation.

The municipality must include the following criteria in every Phase I evaluation of design-build entities: (i) experience of personnel; (ii) successful experience with similar project types; (iii) financial capability; (iv) timeliness of past performance; (v) experience with similarly sized projects; (vi) successful reference checks of the firm; (vii) commitment to assign personnel for the duration of the project and qualifications of the entity's consultants; and (viii) ability or past performance in meeting or exhausting good faith efforts to meet the utilization goals for business enterprises established in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act and with Section 2-105 of the Illinois Human Rights Act. The municipality may include any additional, relevant criteria in Phase I that it deems necessary for a proper qualification review.

The municipality may not consider any design-build entity for evaluation or award if the entity has any pecuniary interest in the project or has other relationships or

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

circumstances, such as long-term leasehold, mutual performance, or development contracts with the municipality, that may give the design-build entity a financial or tangible advantage over other design-build entities in the preparation, evaluation, or performance of the design-build contract or that create the appearance of impropriety. No proposal may be considered that does not include an entity's plan to comply with the requirements established in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, for both the design and construction areas of performance, and with Section 2-105 of the Illinois Human Rights Act.

Upon completion of the qualification evaluation, the municipality must create a shortlist of the most highly qualified design-build entities. The municipality, in its discretion, is not required to shortlist the maximum number of entities as identified for Phase II evaluation if no less than 2 design-build entities nor more than 6 are selected to submit Phase II proposals.

The municipality must notify the entities selected for the shortlist in writing. This notification must commence the period for the preparation of the Phase II technical and cost evaluations. The municipality must allow sufficient time for the shortlist entities to prepare their Phase II submittals considering the scope and detail requested by the municipality.

(c) The municipality must include in the request for

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

proposal the evaluating factors to be used in the technical and cost submission components of Phase II. Each request for proposal must establish, for both the technical and cost submission components of Phase II, the relative importance assigned to each evaluation factor and subfactor, including any weighting of criteria to be employed by the municipality. The municipality must maintain a record of the evaluation scoring to be disclosed in event of a protest regarding the solicitation.

The municipality must include the following criteria in every Phase II technical evaluation of design-build entities: (i) compliance with objectives of the project; (ii) compliance of proposed services to the request for proposal requirements; (iii) quality of products or materials proposed; (iv) quality of design parameters; (v) design concepts; (vi) innovation in meeting the scope and performance criteria; and (vii) constructability of the proposed project. The municipality may include any additional relevant technical evaluation factors it deems necessary for proper selection.

The municipality must include the following criteria in every Phase II cost evaluation: the total project cost, the construction costs, and the time of completion. The municipality may include any additional relevant technical evaluation factors it deems necessary for proper selection. The total project cost criteria weighting factor may not exceed 30%.

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

The municipality must directly employ or retain a licensed design professional or a public art designer to evaluate the technical and cost submissions to determine if the technical submissions are in accordance with generally accepted industry standards. Upon completion of the technical submissions and cost submissions evaluation, the municipality may award the design-build contract to the highest overall ranked entity.

(65 ILCS 5/11-39.2-30 new)

Sec. 11-39.2-30. Small projects. In any case where the total overall cost of the project is estimated to be less than \$12,000,000, the municipality may combine the two-phase procedure for selection described in Section 11-39.2-25 into one combined step if all the requirements of evaluation are performed in accordance with Section 11-39.2-25.

(65 ILCS 5/11-39.2-35 new)

Sec. 11-39.2-35. Submission of proposals. Proposals must be properly identified and sealed. Proposals may not be reviewed until after the deadline for submission has passed as set forth in the request for proposals.

Proposals must include a bid bond in the form and security as designated in the request for proposals. Proposals must also contain a separate sealed envelope with the cost information within the overall proposal submission. Proposals must include a list of all design professionals, public art

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

designers, and other entities to which any work may be subcontracted during the performance of the contract.

Proposals must meet all material requirements of the request for proposal or they may be rejected as nonresponsive. The municipality may reject any and all proposals.

The drawings and specifications of the proposal may remain the property of the design-build entity.

The municipality must review the proposals for compliance with the performance criteria and evaluation factors.

Proposals may be withdrawn prior to evaluation for any cause. After evaluation begins by the municipality, clear and convincing evidence of error is required for withdrawal.

After a response to a request for qualifications or a request for proposal has been submitted as provided in this Section, a design-build entity may not replace, remove, or otherwise modify any firm identified as a member of the proposer's team unless authorized to do so by the municipality.

(65 ILCS 5/11-39.2-40 new)

Sec. 11-39.2-40. Award; performance. The municipality may award the contract to the highest overall ranked design-build entity. Notice of award must be made in writing. Unsuccessful design-build entities must also be notified in writing. The municipality may not request a best and final offer after the receipt of proposals of all qualified design-build entities.

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

The municipality may negotiate with the selected design-build entity after award, but prior to contract execution, for the purpose of securing better terms than originally proposed if the salient features of the request for proposal are not diminished.

A design-build entity and associated design professionals must conduct themselves in accordance with the relevant laws of this State and the related provisions of the Illinois Administrative Code.

(65 ILCS 5/11-39.2-45 new)

Sec. 11-39.2-45. Reports and evaluation. At the end of every 6-month period following the contract award, and again prior to final contract payout and closure, a selected design-build entity must detail, in a written report submitted to the municipality, its efforts and success in implementing the entity's plan to comply with the utilization goals for business enterprises established in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act and the provisions of Section 2-105 of the Illinois Human Rights Act.

(65 ILCS 5/11-39.2-50 new)

Sec. 11-39.2-50. Exception. Nothing in this Division prevents a municipality from using a qualification-based selection process for design professionals or construction

Public Act 103-0491

SB1570 Enrolled

LRB103 05684 AWJ 50703 b

managers for design-build projects.

(65 ILCS 5/11-39.2-55 new)

Sec. 11-39.2-55. Severability. The provisions of this
Division are severable under Section 1.31 of the Statute on
Statutes.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 52678-2

To

Owner:

VILLAGE OF OREANA

PO BOX 37

407 S VIEW

OREANA, IL 62554

Project

52678. Village of Oreana Water Main & Lead Services

Application No. :

2

Distribution to :

☐

Owner

☐

Architect

☐

Contractor

☐

☐

Period To:

10/31/2025

Project Nos:

Contract

From Contract:

E.L. PRUITT COMPANY

P.O. BOX 3306

SPRINGFIELD, IL 62708

Via Architect:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$1,118,074.00
2. Net Change By Change Order	\$11,850.00
3. Contract Sum To Date	\$1,129,924.00
4. Total Completed and Stored To Date	\$413,510.15
5. Retainage:	
a. 10.00% of Completed Work	\$41,351.02
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$41,351.02
6. Total Earned Less Retainage	\$372,159.13
7. Less Previous Certificates For Payments	\$224,255.01
8. Current Payment Due	\$147,904.12
9. Balance To Finish, Plus Retainage	\$757,764.87

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$11,850.00	\$0.00
TOTALS	\$11,850.00	\$0.00
Net Changes By Change Order	\$11,850.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: E.L. PRUITT COMPANY

DocuSigned by:

Courtney Coskey

427105473EA8409...

By: _____

State of: Illinois

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

DocuSigned by:

Angela Roach

5707C3D57420484

Signed by:

Date: 11/5/25

County of: Sangamon

5th day of November 2025

OFFICIAL SEAL
ANGELA ROACH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09-06-2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$147,904.12

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ENGINEER:

By: Daniel R. Luka Date: 11/5/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER: _____ DATE: _____

Progress Billing Invoice

E.L. PRUITT COMPANY
P.O. BOX 3306
SPRINGFIELD, IL 62708

Invoice #: 52678-2

Date: 11/01/25

Application #: 2

VILLAGE OF OREANA
PO BOX 37
407 S VIEW
OREANA, IL 62554

Invoice Due Date: 12/01/25

Payment Terms: Net 30 days

52678. Village of Oreana Water Main & Lead Services

Item No.	Description	Scheduled Value	Contract Quantity	U/M	Unit Price	Quantity This Period	Amount This Period	Quantity JTD	Total Complete	%	Balance To Finish	Retainage
1	1000 Bond, Insurance & Mobilization	81,701.00	0.00	LS	0.00000	0.00	0.00	0.00	81,701.00	100.00%	0.00	8,170.10
2	1010 4" C-900 DR 18 Watermain	1,460.00	20.00	LF	73.00000	4.66	340.50	6.01	438.50	30.03%	1,021.50	43.85
3	1020 6" C-900 DR 18 Watermain	250,114.00	3,166.00	LF	79.00000	1,330.18	105,083.80	2,019.39	159,531.49	63.78%	90,582.51	15,953.15
4	1030 8" C-900 DR 18 Watermain	64,176.00	764.00	LF	84.00000	0.00	0.00	190.79	16,026.00	24.97%	48,150.00	1,602.60
5	1040 Water Service Short 3/4"	26,752.00	16.00	EA	1,672.00000	0.00	0.00	1.98	3,313.00	12.38%	23,439.00	331.30
6	1050 Water Service Long 3/4"	93,214.00	22.00	EA	4,237.00000	0.00	0.00	1.11	4,704.55	5.05%	88,509.45	470.46
7	1060 Abandon Water Meter Pit	18,962.00	38.00	EA	499.00000	0.00	0.00	0.00	0.00	0.00%	18,962.00	0.00
8	1070 Relocate Water Meter Pit	50,198.00	38.00	EA	1,321.00000	0.00	0.00	0.00	0.00	0.00%	50,198.00	0.00
9	1080 Trench Backfill, Watermain	54,000.00	1,500.00	FT	36.00000	663.00	23,868.00	730.00	26,280.00	48.67%	27,720.00	2,628.00
10	1090 6" HDPE Watermain Directional Bore	93,458.00	563.00	LF	166.00000	0.00	0.00	54.16	8,990.00	9.62%	84,468.00	899.00
11	1100 8" HDPE Watermain Directional Bore	28,350.00	135.00	LF	210.00000	0.00	0.00	17.50	3,675.00	12.96%	24,675.00	367.50
12	1110 6" Tapping Sleeve & Valve	31,212.00	6.00	EA	5,202.00000	0.69	3,585.00	3.24	16,872.00	54.06%	14,340.00	1,687.20
13	1120 4" Tapping Sleeve & Valve	9,286.00	2.00	EA	4,643.00000	1.52	7,072.00	2.00	9,286.00	100.00%	0.00	928.60
14	1130 6" GV & Box	21,906.00	9.00	EA	2,434.00000	0.22	545.78	8.72	21,223.78	96.89%	682.22	2,122.38
15	1140 4" GV & Box	4,610.00	2.00	EA	2,305.00000	0.00	0.00	0.97	2,224.00	48.24%	2,386.00	222.40
16	1150 8" GV & Box	3,297.00	1.00	EA	3,297.00000	0.00	0.00	0.60	1,967.00	59.66%	1,330.00	196.70
17	1160 6" Inserting Valve & Box	14,855.00	1.00	EA	4,855.00000	0.00	0.00	0.02	267.00	1.80%	14,588.00	26.70
18	1170 Fire Hydrant Assembly	74,936.00	8.00	EA	9,367.00000	1.73	16,200.00	5.12	47,936.00	63.97%	27,000.00	4,793.60
19	1180 Remove Existing Fire Hydrant	1,270.00	1.00	EA	1,270.00000	0.00	0.00	0.00	0.00	0.00%	1,270.00	0.00
20	1190 Freeze 2 1/4" Watermain & Cap	13,505.00	5.00	EA	2,701.00000	0.00	0.00	0.26	700.00	5.18%	12,805.00	70.00
21	1200 8" Plug	1,010.00	1.00	SF	1,010.00000	0.00	0.00	0.13	133.00	13.17%	877.00	13.30
22	1210 6" Plug	5,610.00	6.00	EA	935.00000	0.90	843.83	1.49	1,390.83	24.79%	4,219.17	139.08
23	1220 4" Plug	956.00	1.00	EA	956.00000	0.00	0.00	0.05	52.00	5.44%	904.00	5.20
24	1230 4" Line Stop	30,465.00	3.00	EA	0,155.00000	0.00	0.00	0.00	0.00	0.00%	30,465.00	0.00
25	1240 Concrete Sidewalk	2,210.00	65.00	SF	34.00000	0.00	0.00	0.00	0.00	0.00%	2,210.00	0.00
26	1250 HMA Driveway	2,921.00	23.00	SY	127.00000	0.00	0.00	0.00	0.00	0.00%	2,921.00	0.00
27	1260 HMA Roadway, Type 1	33,640.00	232.00	SY	145.00000	0.00	0.00	0.00	0.00	0.00%	33,640.00	0.00
28	1270 HMA Eoadway, Type 2	3,496.00	23.00	SY	152.00000	0.00	0.00	0.00	0.00	0.00%	3,496.00	0.00
29	1280 Aggregate Surface Course, Type B 6"	6,204.00	188.00	SY	33.00000	0.00	0.00	0.00	0.00	0.00%	6,204.00	0.00
30	1290 Concrete Driveway Pavement	3,706.00	17.00	SY	218.00000	0.00	0.00	0.00	0.00	0.00%	3,706.00	0.00
31	1300 Concrete Curb & Gutter, B6.12	3,675.00	25.00	FT	147.00000	0.00	0.00	0.00	0.00	0.00%	3,675.00	0.00
32	1310 10" CMP Culvert Remoev & Replace	16,950.00	30.00	LF	565.00000	0.00	0.00	0.00	0.00	0.00%	16,950.00	0.00

Progress Billing Invoice

E.L. PRUITT COMPANY
P.O. BOX 3306
SPRINGFIELD, IL 62708

VILLAGE OF OREANA
PO BOX 37
407 S VIEW
OREANA, IL 62554

52678. Village of Oreana Water Main & Lead Services

Invoice #: 52678-2
Date: 11/01/25
Application #: 2
Invoice Due Date: 12/01/25
Payment Terms: Net 30 days

Item No. Description		Scheduled Value	Contract Quantity	U/M	Unit Price	Quantity This Perio	Amount This Period	Quantity JTD	Total Complete	%	Balance To Finish	Retainage
33	1320 16" C-905 DR 18 Casing	43,186.00	302.00	LF	143.00000	0.00	0.00	0.00	0.00	0.00%	43,186.00	0.00
34	1330 Tree Pruning	5,244.00	6.00	EA	874.00000	1.00	874.00	1.00	874.00	16.67%	4,370.00	87.40
35	1340 Erosion Control	7,548.00	0.00	LS	0.00000	0.00	0.00	0.00	0.00	0.00%	7,548.00	0.00
36	1350 Grading & Seeding	11,225.00	0.00	LS	0.00000	0.00	0.00	0.00	0.00	0.00%	11,225.00	0.00
37	1360 Signage	1,091.00	0.00	LS	0.00000	0.00	0.00	0.00	0.00	0.00%	1,091.00	0.00
38	1370 Meter & Yolk - Ballfield	1,675.00	1.00	EA	1,675.00000	0.00	0.00	0.00	0.00	0.00%	1,675.00	0.00
39	1380 Potholing	11,850.00	10.00	EA	1,185.00000	5.00	5,925.00	5.00	5,925.00	50.00%	5,925.00	592.50
Total:		1,129,924.00					164,337.91		413,510.15		716,413.85	41,351.02

Total Billed To Date: 413,510.15
Less Retainage: 41,351.02
Less Previous Applications: 224,255.01
Total Due This Invoice: 147,904.12



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217)782-2027

RESET FORM

ILLINOIS WATER REVOLVING LOAN FUND REQUEST FOR LOAN DISBURSEMENT

Complete this form for each request for disbursement from the State Water Revolving Fund pursuant to the executed loan agreement. Report **total cumulative costs** incurred to date and submit copies of all supporting invoices. Submit cost allocation if there are other funding sources.

PLEASE COMPLETE, PRINT, SIGN, SCAN, AND EMAIL TO EPA.LOANMGMT@ILLINOIS.GOV

LOAN RECIPIENT: Village of Oreana **LOAN NUMBER:** L17- 6024

SERVICE DATES FOR THIS REQUEST:

FROM: 10/01/2025

PAY REQUEST NUMBER: 3

TO: 10/31/2025

DATE SUBMITTED: 11/06/2025

	ELIGIBLE BUDGET (Per grant agreement +/- IEPA APPROVED change orders)	TOTAL CUMULATIVE COSTS INCURRED TO DATE	TOTAL CUMULATIVE ELIGIBLE COSTS INCURRED TO DATE
LEGAL/ADMINISTRATIVE			
DESIGN ENGINEERING	\$ 144,195.00	\$ 144,195.00	\$ 144,195.00
CONSTRUCTION ENGINEERING	\$ 111,800.00	\$ 24,736.89	\$ 24,736.89
CONSTRUCTION (before retainage) <small>*List each contractor separately</small>			
E.L. Pruitt Company	\$ 1,118,074.00	\$ 413,510.15	\$ 413,510.15
Other:			
TOTAL COSTS TO DATE		\$ 582,442.04	\$ 582,442.04
LESS RETAINAGE <small>*List each contractor separately</small>			
E.L.Pruitt Company		\$ 41,351.02	\$ 41,351.02
LESS PAID WITH OTHER FUNDING SOURCES			
LESS TOTAL INTEREST EARNED ON INVESTED FUNDS			
LESS TOTAL DISBURSEMENTS TO DATE			\$ 383,595.28
LESS ROUNDING ADJUSTMENTS FOR BONDS (IF NECESSARY)			
NET DISBURSEMENT REQUESTED			\$ 157,495.74

FOR AGENCY USE ONLY

PREPARED BY: _____ **DATE:** _____

APPROVED BY: _____ **DATE:** _____



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217)782-2027

LOAN RECIPIENT:

Village of Oreana

PAY REQUEST NUMBER:

3

LOAN NUMBER:

L17- 6024

Please indicate compliance with the following by marking the corresponding box:

<input checked="" type="checkbox"/>	This disbursement request constitutes a report in accordance with Section 4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705/4(b)(2)) and is intended to describe the progress of the project and the expenditure of the loan funds related thereto.
<input checked="" type="checkbox"/>	The loan recipient is in compliance with all Standard and Special Conditions of the Loan Agreement and any subsequent Amendments executed for this loan project.
<input checked="" type="checkbox"/>	No refunds, rebates, or credits have been received by the loan recipient.
<input checked="" type="checkbox"/>	The loan recipient is in compliance with the wage rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3, and 5). Certified payroll records for the time period covered by the submitted invoices are being maintained and are available for review.
<input checked="" type="checkbox"/>	If this disbursement contains construction costs, the Illinois Works Apprenticeship Initiative Periodic Report is included with this request. Only applies to loans issued since May 8, 2020.
<input checked="" type="checkbox"/>	Engineering charges have been reviewed, and are reasonable, supported, and separated with documentation and in accordance with the approved engineering contract. The loan recipient acknowledges that no construction observation charges after the approved final completion date are eligible for loan reimbursement.
<input checked="" type="checkbox"/>	Each prime contractor has current and appropriate insurance coverage including workman's compensation, public liability and property damage, fire, and extended coverage including "All Risk" type of Builder's Risk Insurance.
<input checked="" type="checkbox"/>	Flood insurance has been acquired and maintained on eligible insurable structures under construction pursuant to the National Flood Insurance Act of 1968, as amended; or official exclusion from flood insurance requirements has been received from the Federal Emergency Management Agency; or there are no insurable structures located within a flood plain.
<input checked="" type="checkbox"/>	This is a first or final disbursement request and the additional checklist has been completed and submitted.

PLEASE COMPLETE, PRINT, SIGN, SCAN, AND EMAIL TO EPA.LOANMGMT@ILLINOIS.GOV

I hereby certify that this request for disbursement is, to the best of my knowledge and belief, a true and accurate request for disbursement, that it is made in accordance with the conditions of the loan for the project, and that I am authorized to request disbursement on behalf of the borrower.

SIGNATURE OF
AUTHORIZED

REPRESENTATIVE:

PRINT OR TYPE:

Aaron Keathley

DATE:

TITLE:

Mayor

Change Order No. 1

Effective Date: 9/30/25

The Contract Documents are modified as follows upon execution of this Change Order:

Adding Item #39 Potholing

Attachments: (List documents supporting change): **Change order summary**

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days): _____

Ready for final payment (days): _____

Increase [Decrease] from previously approved Change Orders
No. _____ to No. _____ :

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Time prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date):

Contract Time incorporating this Change Order:

Substantial completion (days): _____

Ready for final payment (days): _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 10/22/25

Date: _____

Village of Oreana
Water System Improvements Ph 2 W/M Replacement
Change Order 1 Summary
September 30, 2025

Background: The Village of Oreana (loan recipient) requests the following quantity adjustments be made due to unforeseen conditions:

Addition/(Deduct)

Pay Item No.	Description	Unit	Quantity	Unit Price	Add/Deduct	Price
L17-6024						
39	Potholing	EA	10	\$ 1185.00	Add	\$ 11,850.00
TOTAL						\$ 11,850.00