

**AGENDA
SPECIAL MEETING OF
THE PRESIDENT AND THE BOARD OF TRUSTEES
THE VILLAGE OF WAYNE
5N430 Railroad Street - Wayne, Illinois 60184**

Tuesday, March 24, 2026 7:30pm

Link to Join Webinar

<https://us06web.zoom.us/j/85036473381>

I. Pledge of Allegiance

II. Call to Order - Roll Call

III. Public Comment - (please limit your comments to three minutes)

Speakers may submit written comments in lieu of verbal comments by emailing them to clerk@villageofwayne.org not later than noon the day preceding the day of the meeting. The Clerk shall deliver written comments to the Board President and Trustee. The President may acknowledge receipt of them during open meetings without reading them verbatim. Though not required by OMA, anyone wishing to make public comments without attending the meeting in person may do so through the Village's zoom platform by clicking the raise hand icon.

The Public Comment section is intended to give the public an opportunity to present a comment or opinion to the Board of Trustees. It is not intended to be a time for questions and answers or debate on political issues. Discussion between speakers and other members of the audience will not be permitted. For questions, please email members of the Board directly and a Board member or staff will respond directly. Public Comment should be limited to this portion of the agenda and the public should not interrupt the Board during the remainder of the meeting. Should a member of the public become disruptive or interrupt another speaker they will be warned once, and if the disruption continues, removed from the meeting.

IV. Approval of Remote Participation and Voting by Trustee

V. Reports of Boards, Commissions, Staff, and Action Items

A. Plan Commission

B. Zoning Board of Appeals

C. Engineering

1. 2026 Road Program

2. Plat of Vacation, 34W741 Country Club Road, Easement Revisions

D. Park Commission

VI. Consent Agenda

A. Minutes March 3, 2026 – Open & Closed Session

B. Alphagraphics – Vehicle Sticker Direct Mailing Inv. 29126 - \$1,000.15

C. Approval of One (1) New 2026 Chevy Traverse Squad Car Purchasing from Sunrise Chevy Glendale Heights – Not to Exceed \$43,600.00 (Insurance Replacement)

D. Arbor Day Proclamation 2026

E. Authorization for Destruction of Verbatim Record of Closed Meeting(s) held on the following dates, as no less than 18 months have passed and Minutes have been approved for such meeting. (Minutes of Closed Sessions have previously been approved by Board of Trustees:) 09/03/2024, 09/17/2024

VII. Items Removed from Consent Agenda

VIII. Ordinances and Resolutions

A. Ord. 26-02; Amending Title 1, Chapter 6, Adding Section 1-6-2G Village Administrator

B. Ord. 26-03; Additional Outdoor Show Days Lamplight Equestrian Center (Hits)

C. Res. 26-R-02; Approving Employment Agreement w/ VOW and Timothy Roberts

- IX. Reports of Officers and Action Items**
 - A. Clerk's Report – Patti Engstrom
 - B. Treasurer's Report – Howard Levine
 - C. President's Report – Eileen Phipps
 - 1. Review Rental Property Regulations
 - D. Village Attorney's Report – David Freeman
 - 1. Review Affordable Housing
- X. Appointments – Village Commissions and Committees – President Phipps**
- XI. Reports of Trustees and Action Items**
 - A. Public Safety – Pete Connolly
 - B. Public Works – Mike Dimitroff
 - 1. Closed Session – Item B. Appointment, Employment, Compensation Village Employees
Open Meetings Act, 5 ILCS 120/2 (c)(1)
 - C. Finance – Pete Connolly
 - 1. Approval of the Architect's Contract Agreement with Larson & Darby, Inc. for
31W680 Army Trail Rd Building
 - D. Administration – Karen Kaluzsa
 - 1. Closed Session – Item B. Appointment, Employment, Compensation Village Employees
Open Meetings Act, 5 ILCS 120/2 (c)(1)
 - E. Development/Historic and Rural Preservation – Ed Hull
 - F. Building & Zoning – Ed Hull
 - G. Parks – Emily Miller
 - H. Technology – Guy Bevente

XII. Old Business

XIII. Closed Session

- A. Pending, Imminent or Probable Litigation – Open Meetings Act, 5 ILCS 120/2 (c) (11)
Open Meetings Act, 5 ILCS 120/2 (c) (1)B
- B. Appointment, Employment and Compensation of Village Employees–Open Meetings Act,
5 ILCS 120/2 (c)(1)
- C. Purchase or Lease of Real Property – Open Meetings Act, 5 ILCS 120/2 (c) (6)
- D. The Setting of a Price for Sale or Lease of Village Property, 5 ILCS 120/2 (c) (6)
- E. Security Procedures, Personnel, Equipment in Response to Threat of Potential
Danger to Employees, Staff, Public or Public Property, 5 ILCS 120/2 (c) (8)
- F. Discussion of Closed Minutes for Purposes of Approval or Semi-Annual Review,
5 ILCS 120/2 (c) (21)
- G. The Selection of a Person to Fill Public Office, 5 ILCS 120/2 (c) (3)

Viewing the meeting via the Zoom webinar is offered as a convenience to the public but is not legally required. Access may be interrupted due to technical difficulties and, in the event the Village is unable to block public viewing when the Board enters a Closed Session, viewers will be removed from the Zoom meeting.

XIV. Approve Items Discussed in Closed Session

- A. Re-Appointment – Public Works Director Tommy King

XV. New Business

XVI. Adjournment

Note: Any person who has a disability requiring a reasonable accommodation to participate in this meeting should contact ADA Compliance Officer Mon-Thurs 8:00am–12:00pm Village of Wayne, 5N430 Railroad Street, P.O. Box 532, Wayne, IL 60184, or call (630) 584-3090. Requests for a qualified interpreter require five (5) working days' advance notice.

MEMORANDUM

DATE: March 17, 2026
 TO: Village Board
 FROM: Daniel L. Lynch, PE, CFM
 SUBJECT: 2026 Road Program
 (CBBEL Project No. 91-43H258)

We have prepared this memorandum to outline our recommended options for the 2026 Road Program.

For resurfacing project this year, we recommend milling and resurfacing Smith Road from Route 59 to Powis Road, excluding sections located outside the Village limits. Smith Road was last resurfaced in 2010. Consistent with past practices for collector streets, the project would include milling 3 inches of the existing asphalt surface and placing 3 inches of new asphalt pavement. The work would also include installation of new shoulder stone and pavement markings, including centerlines, edge lines, crosswalks, and stop bars. In addition, the program includes various patching repairs on other streets throughout the Village. The estimated cost for resurfacing Smith Road is approximately \$565,000.

It is also reasonable to split Smith Road into east and west sections and complete the project over two years, depending on what the Village budget will allow. This has been done in the past. If split into a two-year project, we would suggest from Route 59 to Munger Road (\$305,000) in the first year, and Munger Road to Powis Road (\$260,000) in the second year.

Additionally, we suggest including \$20,000 this year for various patching and shoulder stone replacement in locations to be determined.

We have also included an additional project that would involve the installation of storm sewer with inlets and paving the existing gravel parking shoulder with asphalt in front of Little Home Church between School Street and the existing brick walkway. This improvement is intended to address existing ponding issues while providing paved street parking in front of the church. The estimated cost for this project is approximately \$8,500.

The following is a summary of each option:

Alternate 1 – Smith Road

Resurfacing	\$565,000
<u>Eng. (11%)*</u>	<u>\$62,000</u>
Est. Total	\$627,000

Alternate 2 – Little Home Church Improvements

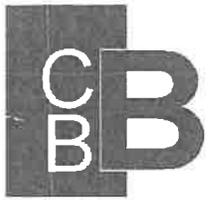
Surfacing	\$2,500
<u>Storm Sewer</u>	<u>\$6,000</u>
Est. Total	\$8,500

MEMORANDUM

*Based on IDOT allowable percentage for MFT funding. Would be approximately half each year if project is split into two years.

At the Board's direction, we will proceed with preparing bid documents for the selected work. It is anticipated that construction would likely commence in June, and we would defer work in front of the church until after the Village's Flag Day events.





V. C. 2.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

March 19, 2026

Village of Wayne
5N430 Railroad St
Wayne, IL 60184

Attention: Eileen Phipps

Subject: 34W741 Country Club Rd – Easement Revisions
(CBBEL Project No. R910043.H257)

Dear Eileen:

As requested on March 5, 2026, we have reviewed the proposed Plat of Vacation & Dedication of Easement for the above property prepared by Engineering Resource Associates and dated January 21, 2026 (copy attached). The Normandy Glen Subdivision was approved by the Village in 2007 and consisted of three residential lots. Natural Area Easements were placed on each lot for the purpose of limiting the disturbance and developable areas on each lot. A copy of the recorded plat of subdivision is attached for reference. To date, only Lot 3 has a house constructed. A proposal has now been submitted for Lot 2 and it is proposed to adjust the Natural Area Easement by vacating a portion of the existing easement and granting a new and equivalent area on the same lot. The purpose is to accommodate a specific house plan. We note that a proposed grading plan has also been as supplemental information. We have used it in our review, but a full review of the proposed grading plan has not been completed as a building permit application has not been submitted at this time.

We have reviewed the proposal for the easement adjustment and have confirmed that the areas to be vacated and dedicated are equivalent areas. Because the Natural Area Easements are granted to the Village, approval of the adjustment requires Village Board approval. The proposal is presented to the Village Board for consideration. I have no objection to the proposal, subject to the following format changes (from Village code):

1. The Plat Officer certificate should be revised to Village Clerk certificate, indicating that the Village Board has approved of the plat, with signature by Village Clerk.

Village Clerk's Certificate

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF KANE)

I, _____, Village Clerk of the Village of Wayne, Illinois, do hereby certify that the annexed plat was presented to and by resolution duly approved by the Village Board of the Village of Wayne, at its meeting held on _____, A.D., 20_____.
In witness whereof I have hereunto set the seal of the Village of Wayne, Illinois.

_____ Village Clerk

2. The Stormwater Ordinance Administrator certificate shall be replaced with a Village Engineer certificate.

Village Engineer's Certificate

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF KANE)

I, _____, Village Engineer of the Village of Wayne, do hereby certify that the plat complies with Village Code.
Dated at Wayne, Illinois, this _____ day of _____, A.D., 20_____.

_____ Village Engineer

If the Village Board concurs with the proposal to swap the easement areas as proposed, and with the format changes noted above, it would be appropriate to direct the Village Attorney to prepare a resolution for approval at the next Village Board meeting.

If you have any questions, feel free to contact me at any time.

Sincerely,

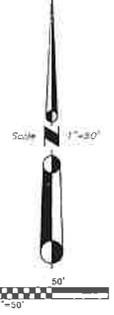
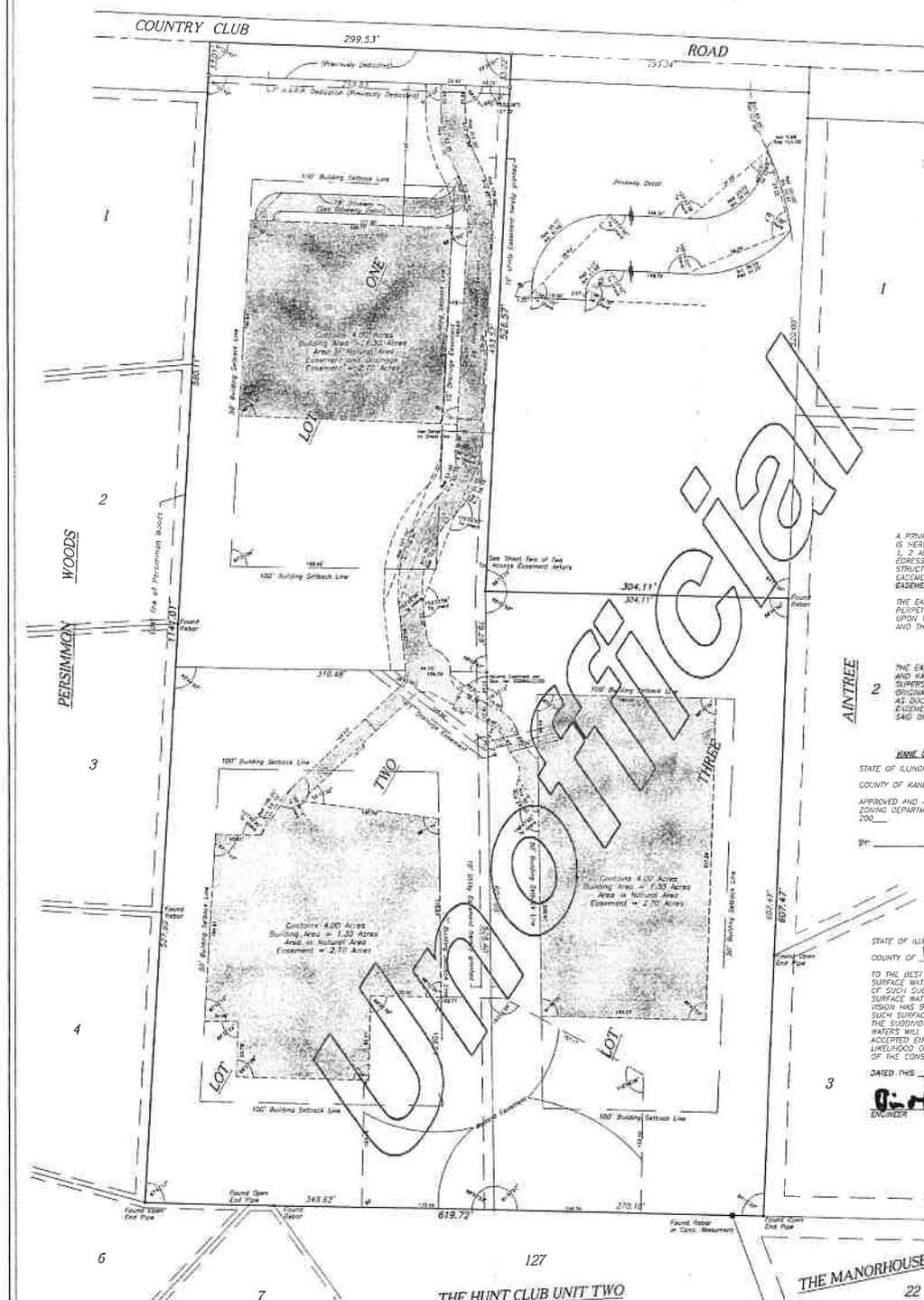


Daniel L. Lynch, PE, CFM
Vice President, Head Municipal Engineering Department

CC David Freeman – Village Attorney
Mike Gricus – Village of Wayne

AMENDED FINAL PLAT OF NORMANDY GLEN RESUBDIVISION

A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.



LEGEND

- Boundary of property surveyed
- Indicates not open rfd pipe
- Indicates concrete monument set
- Indicates easement area and
- Private access easement

Note: All areas outside of the "Building Area" in Lots 1, 2, and 3 are considered "Natural Area". Easement claim these areas shall not be restricted to "Private Access Easement", "Driveway Easement", "Utility Easement", or "Wetland Easement".

Note: The Village of Wayne does not warrant the suitability of any lot for installation of a septic system or field.

ACCESS EASEMENT PROVISIONS

A PRIVATE ACCESS EASEMENT AS SHOWN HEREON, IS HEREBY RESERVED FOR THE BENEFIT OF LOTS 1, 2 AND 3 FOR THE PURPOSE OF INGRESS AND EGRESS TO COUNTRY CLUB ROAD. NO PERMANENT STRUCTURES SHALL BE PLACED WITHIN SAID EASEMENT THAT INTERFERE WITH THE USE OF SAID EASEMENT.

THE EASEMENT HEREIN SET FORTH SHALL BE PERPETUAL, RUN WITH THE LAND AND BE BINDING UPON THE OWNERS OF SAID LOTS 1, 2 AND 3 AND THEIR HEIRS, SUCCESSORS AND ASSIGNS.

EASEMENT PROVISION NOTE

THE EASEMENTS GRANTED TO THE VILLAGE OF WAYNE AND KANE COUNTY, ILLINOIS, ON THIS PLAT SUPERSEDE THOSE EASEMENTS IDENTIFIED IN THE ORIGINAL PLAT OF SUBDIVISION WHICH WAS RECORDED AS DOCUMENT NO. 2006K1548919. ALL EASEMENTS GRANTED TO THE VILLAGE OF WAYNE, ON SAID ORIGINAL PLAT, ARE HEREBY REVOKED.

KANE COUNTY PLANNING AND ZONING CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

APPROVED AND ACCEPTED BY KANE COUNTY PLANNING AND ZONING DEPARTMENT THIS ____ DAY OF 200__

By: _____ ATTEST:

STATE OF ILLINOIS)
COUNTY OF Kane)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATER WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINAGE WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLAINED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 27 DAY OF July, A.D. 2007

David ENGINEER
Joseph K... COUNCILOR OF ATTORNEY

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS

THIS IS TO CERTIFY THAT I, SHAWN R. VOUGAKAKIS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 27110, HAVE AMENDED THE FINAL PLAT OF NORMANDY GLEN, A SUBDIVISION OF NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2006K1548919, CONTAINING 12.24 ACRES, ALL IN THE VILLAGE OF WAYNE, KANE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF, THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT, THAT THE PROPERTY HEREON SHOWN AND DESCRIBED IS LOCATED IN ZONE "A" AREA DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN, AS SET FORTH BY THE F.I.R.M. 1705902258F AND 1705902265F, HAVING AN EFFECTIVE DATE OF DECEMBER 20TH, 2002.

DATED AT DEKALB, ILLINOIS THIS 24TH DAY OF APRIL, 2007.
REVISED PER ENGINEER REQUEST APRIL 30TH, 2007.

Shawn R. Voukakis
SHAWN R. VOUGAKAKIS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 27110
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2008

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, PATRICIA ENESTROM, VILLAGE CLERK OF THE VILLAGE OF WAYNE, ILLINOIS, DO HEREBY CERTIFY THAT THE AMENDED PLAT WAS PRESENTED TO AND BY RESOLUTION, ONLY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF WAYNE, AT ITS MEETING HELD ON 24 DAY OF JULY, A.D. 2007.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF WAYNE, ILLINOIS.

Patricia Enestrom
VILLAGE CLERK

COUNTY HEALTH OFFICER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

ACCEPTED THIS ____ DAY OF ____ 200__

COUNTY HEALTH OFFICER

AMENDED FINAL PLAT OF
NORMANDY GLEN RESUBDIVISION

A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 23,
 TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
 IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

COUNTRY CLUB ROAD

STATE OF ILLINOIS)
 COUNTY OF KANE)

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF LOT ONE OF PROPERTY DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STATE AND TITLE OF "AMENDED FINAL PLAT OF NORMANDY GLEN" AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, ALL LOTS ARE LOCATED IN ST. CHARLES SCHOOL DISTRICT #303.

DATED AT St. Charles, ILLINOIS, THIS 27th DAY OF July, 2007

Sandy Wegman
 NORMANDY HOWELL TRUST OWNER
 308 E Main St
 St. Charles, IL (ADDRESS)

STATE OF ILLINOIS)
 COUNTY OF DuPage)

NOTARY PUBLIC

PATRICIA ENGSTROM, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT **JAMES KANN**, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS TRUE, ON THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 27th DAY OF July, 2007

Patricia Engstrom
 NOTARY PUBLIC
 OFFICIAL SEAL
 Notary Public
 My Commission Expires 03/31/09

STATE OF ILLINOIS)
 COUNTY OF KANE)

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF LOT THREE OF PROPERTY DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STATE AND TITLE OF "AMENDED FINAL PLAT OF NORMANDY GLEN" AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, ALL LOTS ARE LOCATED IN ST. CHARLES SCHOOL DISTRICT #303.

DATED AT St. Charles, ILLINOIS, THIS 27th DAY OF July, 2007

James Kann
 JAMES KANN
 314737 Country Club Road
 Wayne, IL 60184 (ADDRESS)

STATE OF ILLINOIS)
 COUNTY OF DuPage)

NOTARY PUBLIC

PATRICIA ENGSTROM, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT **JAMES KANN**, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS TRUE, ON THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 27th DAY OF July, 2007

Patricia Engstrom
 NOTARY PUBLIC
 OFFICIAL SEAL
 Notary Public
 My Commission Expires 03/31/09

STATE OF ILLINOIS)
 COUNTY OF KANE)

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF LOT TWO OF PROPERTY DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STATE AND TITLE OF "AMENDED FINAL PLAT OF NORMANDY GLEN" AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, ALL LOTS ARE LOCATED IN ST. CHARLES SCHOOL DISTRICT #303.

DATED AT Wayne, ILLINOIS, THIS 27th DAY OF July, 2007

James Kann
 JAMES KANN
 314737 Country Club Rd.
 Wayne, IL 60184 (ADDRESS)

STATE OF ILLINOIS)
 COUNTY OF DuPage)

NOTARY PUBLIC

PATRICIA ENGSTROM, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT **JAMES KANN**, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS TRUE, ON THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 27th DAY OF July, 2007

Patricia Engstrom
 NOTARY PUBLIC
 OFFICIAL SEAL
 Notary Public
 My Commission Expires 03/31/09

STATE OF ILLINOIS)
 COUNTY OF KANE)

BLDG COMMISSIONER'S CERTIFICATE

APPROVED THIS _____ DAY OF _____ A.D. 2007
 CHAIRMAN, BOARD OF BLDG COMMISSIONERS
 CERTIFICATE AS TO SPECIAL PROVISIONS

STATE OF ILLINOIS)
 COUNTY OF KANE)

VILLAGE TREASURER'S CERTIFICATE

William P. Spicardi, VILLAGE TREASURER OF THE VILLAGE OF WAYNE, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID OR UNPAID CURRENTLY FORFEITED SPECIAL ASSESSMENTS OR ANY DELINQUENT INSTRUMENTS THEREON THAT HAVE BEEN MENTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT WAYNE, ILLINOIS, THIS 27th DAY OF July, 2007

William P. Spicardi
 VILLAGE TREASURER

STATE OF ILLINOIS)
 COUNTY OF KANE)

VILLAGE ENGINEER'S CERTIFICATE

Samuel L. Conner, VILLAGE ENGINEER OF THE VILLAGE OF WAYNE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED LAND IMPROVEMENTS.

DATED AT WAYNE, ILLINOIS, THIS 31st DAY OF May, 2007

Samuel L. Conner
 VILLAGE ENGINEER

STATE OF ILLINOIS)
 COUNTY OF KANE)

COUNTY CLERK'S CERTIFICATE

John A. Longino, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL AT GENEA, KANE COUNTY, ILLINOIS, THIS 27th DAY OF August, A.D. 2007

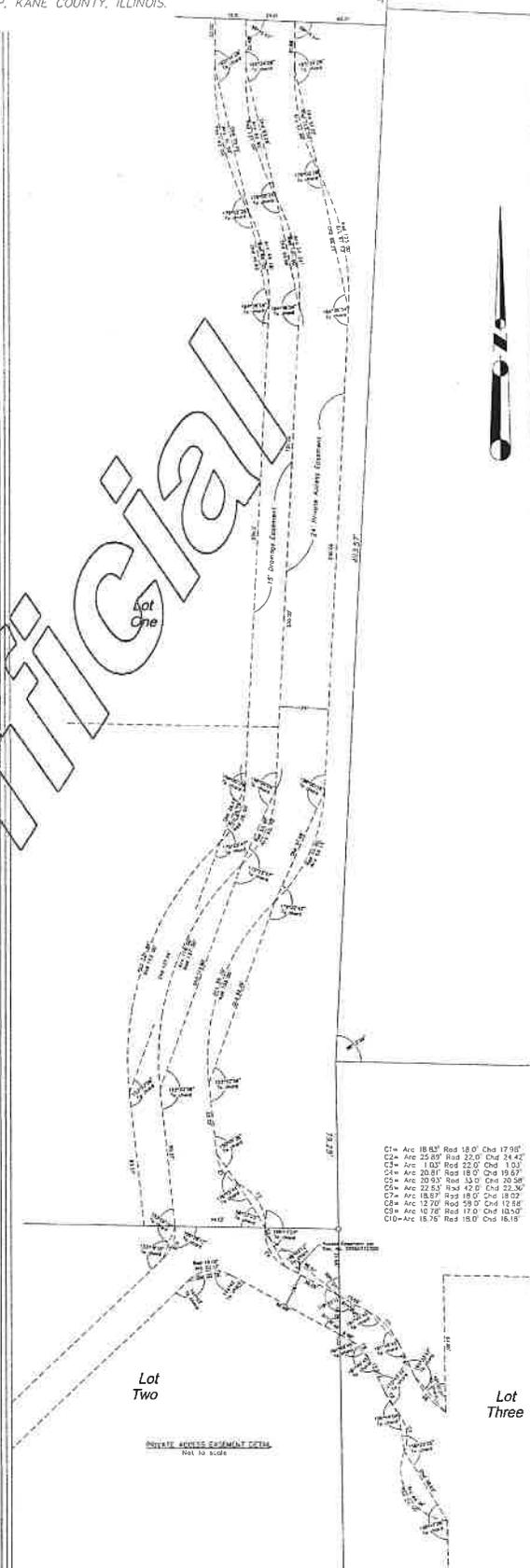
John A. Longino
 COUNTY CLERK
 COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF KANE)

COUNTY RECORDER'S CERTIFICATE

THIS INSTRUMENT NO. 2007K089152 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, ON THIS 28th DAY OF August, 2007, AT 10:52 O'CLOCK A.M. AND WAS RECORDED IN BOOK _____ OF PLATS, PAGE _____

Sandy Wegman
 COUNTY RECORDER



- C1-Arc 18.83° Rad 18.0° Chd 17.95'
- C1-Arc 25.80° Rad 22.0° Chd 24.44'
- C1-Arc 1.03° Rad 22.0° Chd 1.03'
- C1-Arc 20.81° Rad 18.0° Chd 19.67'
- C1-Arc 39.85° Rad 33.0° Chd 30.56'
- C1-Arc 22.53° Rad 42.0° Chd 23.36'
- C1-Arc 18.57° Rad 18.0° Chd 18.02'
- C1-Arc 12.70° Rad 59.0° Chd 12.68'
- C1-Arc 10.76° Rad 17.0° Chd 10.50'
- C10-Arc 15.76° Rad 18.0° Chd 16.18'

MAIL TO: P ENGSTROM
 VILLAGE OF WAYNE
 BOX 532
 WAYNE, IL 60184

Prepared by:
 William C. Johnson Surveyors
 508 Pike Street
 DuQuoin, Illinois 62718
 (618) 756-7163
 Fax 746-3532
 wjohnsonsurveyors.com
 License # 1526227

AMFNDFD FINAL PLAT OF
NORMANDY GLEN RESUBDIVISION

A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

NATURAL AREA EASEMENT PROVISIONS

A NATURAL AREA EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF WAYNE OVER THOSE PORTIONS OF THE PROPERTY DESIGNATED AS "NATURAL AREA EASEMENT" ON THIS PLAT FOR THE PURPOSE OF ALLOWING THE VILLAGE OF WAYNE TO ENFORCE THE FOLLOWING COVENANTS:

NO OWNER OF A RECORD LOT SHALL REMOVE LIVING TREES OR SHRUBS, GRADE, GRUB, EXCAVATE, FILL OR CONSTRUCT ANY STRUCTURE OF ANY KIND ON OR WITHIN THE AREA DESIGNATED ON THE ATTACHED PLAT AS "NATURAL AREA EASEMENT" EXCEPT FOR INSTALLATION OF SEPTIC FIELD AND AS MAY BE APPROVED IN WRITING BY THE VILLAGE OF WAYNE.

EACH OWNER OF RECORD LOT SHALL RESTORE, OR CAUSE TO BE RESTORED, ANY NATURAL AREA WITHIN SUCH "NATURAL AREA EASEMENT" DISTURBED BY SUCH LOT OWNERS DEVELOPMENT OF THE LOT, ALL IN ACCORDANCE WITH PLANS APPROVED BY THE VILLAGE OF WAYNE.

THE VILLAGE SHALL HAVE THE RIGHT TO ENTER UPON SUCH RECORD LOT TO ENFORCE THESE PROVISIONS AND SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENJOIN IN A COURT OF LAW ANY ACTIVITY ON, OR USE OF, THE LAND WITHIN THE "NATURAL AREA EASEMENT" WHICH IS INCONSISTENT HERewith.

NOTWITHSTANDING ANY LANGUAGE CONTAINED TO THE CONTRARY NOTHING CONTAINED IN THESE EASEMENT SHALL PROHIBIT A LOT OWNER FROM REMOVING NON-NATIVE OR DEAD TREES OR PLANT SPECIES FROM THE PROPERTY, INSTALLING SOD OR SEED FOR A LAWN (AND AN IRRIGATION SYSTEM) PLANTING CUSTOMARY RESIDENTIAL SPECIES OF TREES OR PLANTS ON THE LOT.

HARP DEDICATION

HARP DONATION IS HEREBY DEDICATED TO THE VILLAGE OF WAYNE AS A NATURE CONSERVATION AND HISTORIC PRESERVATION AREA PURSUANT TO VILLAGE ORDINANCE 90-25 AND FOR NO OTHER PURPOSE EXCEPT EQUESTRIAN USE. "HARP" SHALL MEAN HISTORIC AND RURAL PRESERVATION PROGRAM AS SET FORTH IN SECTION 10-3-11 OF THE WAYNE VILLAGE CODE.

UTILITY EASEMENT

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WAYNE (HEREINAFTER COLLECTIVELY REFERRED TO AS "THE GRANTEE"), AND TO ALL PUBLIC UTILITY AND OTHER COMPANIES OF ANY KIND OPERATING INCLUDING, BUT NOT LIMITED TO THE FOLLOWING COMPANIES: ILLINOIS BELL TELEPHONE COMPANY, COMMONWEALTH EDISON COMPANY, AND NORTHERN ILLINOIS GAS COMPANY AND TO THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "UTILITY EASEMENT" ON THIS PLAT OF SUBDIVISION, OR WHERE OTHERWISE NOTED IN THE ABOVE LEGEND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, AND ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING ELECTRICAL CABLE TELEVISION, COMMUNICATIONS, GAS, TELEPHONE OR OTHER UTILITY LINES AND CONNECTIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS, AND SUCH APPURTENANCES AND ADDITIONS THEREAS AS SAID GRANTEE MAY DEEM NECESSARY, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREON FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK, NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT THE PREMISES MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS. FENCES SHALL NOT BE ERCTED UPON SAID EASEMENTS IN ANY WAY WHICH WILL RESTRICT THE USES HEREIN GRANTED. THE RIGHT IS ALSO HEREBY GRANTED TO SAID GRANTEE TO CUT DOWN, TRIM OR REMOVE ANY TREES, FENCES, SHRUBS OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATION IN, ON, UPON, ACROSS, UNDER OR THROUGH SAID EASEMENTS. THE GRANTEE SHALL NOT BE RESPONSIBLE FOR REPLACEMENT OF ANY SUCH IMPROVEMENTS, FENCES, GARDENS, SHRUBS OR LANDSCAPING REMOVED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACE OF ITEMS SO REMOVED SHALL BE THE RESPONSIBILITY OF THE THEN LOT OWNER.

DRAINAGE EASEMENT

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WAYNE (HEREINAFTER REFERRED TO AS "THE GRANTEE"), AND TO ITS SUCCESSORS AND ASSIGNS IN, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "DRAINAGE EASEMENT" ON THIS PLAT OF SUBDIVISION, OR WHERE OTHERWISE NOTED IN THE ABOVE LEGEND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING AND MAINTAINING STORM SEWERS, DRAINAGEWAYS, STORMWATER DETENTION AND RETENTION FACILITIES AND APPURTENANCES AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATIONS, SUCH OTHER INSTALLATIONS AS SAID GRANTEE MAY DEEM NECESSARY, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREON FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK, NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID DRAINAGE EASEMENTS, BUT THE PREMISES MAY BE USED FOR LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS. FENCES SHALL NOT BE ERCTED UPON SAID DRAINAGE EASEMENTS IN ANY WAY WHICH WILL RESTRICT THE USES HEREIN GRANTED. THE RIGHT IS ALSO HEREBY GRANTED TO SAID GRANTEE TO CUT DOWN, TRIM OR REMOVE ANY TREES, FENCES, SHRUBS OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SUCH DRAINAGE FACILITIES IN, ON, UPON, ACROSS, UNDER OR THROUGH SAID DRAINAGE EASEMENTS. THE GRANTEE SHALL NOT BE RESPONSIBLE FOR REPLACEMENT OF ANY SUCH IMPROVEMENTS, FENCES, GARDENS, SHRUBS OR LANDSCAPING REMOVED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACE OF ITEMS SO REMOVED SHALL BE THE RESPONSIBILITY OF THE THEN LOT OWNER. WHERE DRAINAGE EASEMENT AREAS ARE ALSO USED FOR ELECTRIC, TELEPHONE OR GAS DISTRIBUTION SYSTEMS OR OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE PRIOR APPROVAL OF THE VILLAGE OF WAYNE SO AS NOT TO INTERFERE WITH THE MAINTENANCE OF GRAVITY FLOW AND STABILIZATION OF VEGETATIVE GROUND COVER ON THE ABOVE MENTIONED DRAINAGE FACILITIES.

WETLAND CONSERVATION EASEMENT PROVISION

THE AREA SHOWN HEREON AS "WETLAND CONSERVATION EASEMENT" IS HEREBY SUBJECT TO THE FOLLOWING:

1. THE VILLAGE OF WAYNE, ILLINOIS WILL HAVE THE RIGHT TO ENTER AT ALL REASONABLE TIMES AND TO ENFORCE BY PROCEEDINGS IN LAW OR EQUITY THE COVENANTS AND RESTRICTIONS HEREIN.
2. THE FOLLOWING ACTIONS ARE NOT PERMITTED EXCEPT BY PRIOR WRITTEN CONSENT FROM THE VILLAGE OF WAYNE:
 - A. PLACING DREDGED OR FILL MATERIAL, PLOWING, MINING, OR REMOVAL OF TOPSOIL OR OTHER MATERIALS.
 - B. CONSTRUCTION OF BUILDINGS, STRUCTURES, OR DEVELOPMENTS.
 - C. REMOVAL OR DESTRUCTION OF WILDLIFE, TREES OR PLANTS, MOWING, APPLICATION OF PESTICIDES OR HERBICIDES, OR REMOVAL OF FLORA OR FAUNA EXCEPT AS REQUIRED FOR THE MAINTENANCE OF THE PROPERTY AS A WETLAND.
 - D. OPERATION OF WATERCRAFT, CARS, TRUCKS, SNOWMOBILES, MOTORCYCLES, OR ANY OTHER TYPES OF MOTORIZED VEHICLES.
 - E. HUNTING, TRAPPING, GRAZING OR KEEPING OF LIVESTOCK.
 - F. NEW OR ADDITIONAL UTILITIES PLACED OVERHEAD OR UNDERGROUND.
 - G. MODIFICATIONS TO THE HYDROLOGY OF THE EASEMENT, EITHER DIRECTLY OR INDIRECTLY, THAT WOULD ALLOW MORE WATER ONTO, OR THAT WOULD DRAIN WATER AWAY FROM THE EASEMENT UNLESS CONSISTENT WITH THE MAINTENANCE OF THE PROPERTY AS A WETLAND.
3. THESE RESTRICTIONS AND COVENANTS SHALL RUN WITH THE LAND AND BE BINDING ON THE OWNER AND ITS ASSIGNS FOREVER.

FOR: REMPE SHARPE
JOB NO. WES 9629D

SHEET THREE OF THREE

Prepared by:
William E. Hanna Surveyors
License No 1842807
508 Pine Street
DanKala, Illinois 60115
(815) 756-2189
Fax: 748-2532
info@hannasurveyors.com

VI. B.

AlphaGraphics St. Charles
2740 E. Main Street
St. Charles, Illinois 60174
630.513.7711
us344@alphagraphics.com



Invoice Number: 29126

Bill To:
Vicki Mostaccio
Village of Wayne
P.O. Box 532
Wayne IL 60184
Phone: (630) 584-3090 E-Mail: dep.clerk@villageofwayne.org

Date: 3/2/26
P.O.:
Taken By: OWNER
Sales Rep: Joe
Account Type: Charge Account
Wanted:

#10 Envelopes, 2 Letters For Vehicle Sticker Direct Mailing

Quantity	Description	Price
911	#10 Business Envelopes Imprint & Address 24# #10 Multique Wove, , digitally printed on 1 side	\$ 216.36
911	2 Letters Printed 911 of each Black Ink 1 Sided , 8.5 x 11 White 60# Lynx Opaque Wove, 2 sheets, , digitally printed on 1 side	\$ 186.05
911	Fold, Stuff, Seal, Tray, Deliver to Post Office Standard Postage	\$ 258.74
	Estimated Standard Postage	\$ 339.00

	Subtotal	1,000.15
	Tax	0.00
	Shipping	0.00
	Total	1,000.15
	Deposit (-)	0.00
	Amount Due	\$1,000.15

PAYMENT TERMS: I understand all charged invoices are payable 30 days after invoice date and that a service fee of 1.5% per month will be added to all past due accounts. In the event payment is not made and account is referred to a collection agency, or if legal action is required I will pay collection and/or attorney's fees resulting from such action.
CHECK ACCEPTANCE POLICY: My signature indicates I understand and authorize AlphaGraphics to electronically debit my account on all dishonored checks plus a processing fee and any applicable taxes.
ALL DISPUTES must be addressed within 30 days of receipt of product. AlphaGraphics cannot research disputes on product older than 30 days.
CREDIT CARD ACCEPTANCE POLICY: Credit card payment may be accepted at the time of sale or within the first 30 days after release of merchandise. Credit card payments exempt from credit card payment without a processing fee.

Signature _____ Time _____
Print Name _____ Date _____

You can view our Privacy Policy at: <https://www.alphagraphics.com/privacy-policy.html>



Village of Wayne
Police Department
 31W680 Army Trail Road
 Wayne, IL 60184
 Tel: 630-584-3031
 Fax: 630-524-9151

MEMORANDUM

Date: March 11, 2026
 To: Village President and Board of Trustees / Public Safety
 From: Tim Roberts, Chief of Police *TR*
 Subject: **Purchase of One (1) Replacement Police Vehicle**

Issue:

On January 30, 2026, while I was stopped in traffic on Dunham Rd., my squad car was hit by a vehicle that had entered the wrong, oncoming lane of traffic at a high speed. Ultimately, four cars were involved in the collision before the offending vehicle finally came to rest after striking a fence. The offending driver was charged with multiple violations by St. Charles Police personnel. The squad car was deemed beyond repair and classified as totaled by the insurance company. On March 9th, we received an insurance payment of \$31,600 to put toward a replacement vehicle. Emergency lighting and equipment will also be covered with follow-up payment for removal and installation, once it's determined what can be reused.

Analysis:

The insurance company has determined that Squad #3100 (2023 GMC Acadia) is a total loss. A temporary rental vehicle has been provided until a suitable replacement can be secured. Due to the urgent need for a police vehicle and limited available options, it is necessary to select a replacement from existing dealership inventory. The Chevrolet Traverse SUV, which is commonly used by law enforcement agencies, has been identified as an appropriate alternative. An available model meeting our specifications has been located at a local dealership.

Additional necessary lighting equipment, changeover, setup, installation, and labor will be completed once the vehicle has arrived.

Recommendation:

I respectfully recommend the Village Board approve the replacement purchase of one (1) new 2026 Chevy Traverse Police SUV from Sunrise Chevy in Glendale Heights, IL for the purchase price not to exceed \$43,600. The vehicle is being held by the dealership pending approval and would be available for immediate delivery.





Purchase Agreement

Nick Mazzeffi
 Sunrise Chevrolet
 414 E North Ave
 Glendale Heights, IL 60139

Buyer	Co-Buyer	Vehicle
Village Of Wayne Steve Abruzzo Wayne, IL 60184 C: (630) 584-3031 s.abruzzo@villageofwayne.org		2026 Chevrolet Traverse FWD LT VIN: 1GNERGKS2TJ288211 Stock #: TJ288211 Mileage: 5 Color: Mosaic Black Metallic

Purchase Details	
Retail Price:	\$45,080.00
Sales Price:	\$42,539.00
Savings:	\$2,541.00
Accessories:*	\$0.00
Service Contract:	\$0.00
Government Fees:	\$225.00
Proc/Doc Fees:	\$377.63
Total Taxes:	\$0.00
Total Sales Price:	\$43,141.63
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$43,141.63

X

 Customer Signature

X

 Manager Signature

 Date

 Date

* Accessories: Accessories: \$0.00

Disclaimer:

Printed 3/10/26 4:33 PM

Payments are estimates and will vary based on individual credit.

PROCLAMATION ARBOR DAY 2026

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of More than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, The Village of Wayne has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

Now, therefore, I, Eileen Phipps, President, Village of Wayne, do hereby set forth a standing proclamation that in the Village of Wayne, Illinois all citizens are urged to protect our trees and woodlands, to support our city's urban forestry program, to plant trees to gladden the hearts and promote the well-being of future generations, and to celebrate Arbor Day annually on a day as close to the last Friday in April as is possible, April 24th, 2026.

Dated this 24th day of March, 2026.

Eileen Phipps
Village President of Wayne

ORDINANCE NO. 26-02**ORDINANCE AMENDING TITLE I, CHAPTER 6 OF THE VILLAGE CODE TO
ADD A NEW SECTION 1-6-2G ESTABLISHING THE OFFICE OF
VILLAGE ADMINISTRATOR**

WHEREAS, the Village of Wayne (the “Village”) has adopted Title I, Chapter 6 of the Village Code entitled “Village Officials and Other Village Positions”; and

WHEREAS, the Village President and Board of Trustees believe, and hereby declare, that it is in the best interests of the Village and its residents to amend Title I, Chapter 6 of the Village Code to add a new Section 1-6-2G establishing the office of Village Administrator.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WAYNE, DUPAGE AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: Title I, Chapter 6 of the Village Code is hereby amended to add a new Section 1-6-2G which shall hereafter be and read as follows:

G. Village Administrator:

1. Office Established:

A. The office of Village Administrator is hereby established. The Village Administrator shall be appointed by the President, with the advice and consent of the Board of Trustees, for a term determined at the time of appointment, by contract, or as otherwise provided by law. Selection for this position will be based exclusively on executive and administrative qualifications, with particular emphasis on relevant experience and knowledge of best practices related to the responsibilities specified herein. Residency within the Village is not required; however, the Village Administrator must reside within a reasonable distance during their tenure. A response time requirement may be set by ordinance or Board policy in the future.

B. Upon the appointment of the Village Administrator, the President shall issue a certificate of appointment, under the corporate seal, to the Village Clerk. The Village Administrator shall be commissioned by warrant, under the corporate seal, signed by the Village Clerk and the President.

2. Oath of Office:

Before entering upon the duties of the office, the Village Administrator shall take and subscribe the oath as set forth in 65 Illinois Compiled Statutes 5/3.1-10-25, as may be amended from time to time. This oath, so subscribed, shall be filed in the office of the Village Clerk.

3. Compensation:

The Village Administrator shall receive such compensation and benefits as the President and Board of Trustees shall determine by ordinance, or alternatively, pursuant to any contract which defines said terms. No compensation shall be paid to the Village Administrator in addition to that provided in the ordinance or by the terms of any contract; except, however, the Village Administrator shall be entitled to reimbursement for any reasonable actual expenses incurred in the performance of their duties.

4. Powers and Duties:

The Village Administrator shall be the administrative director of all departments of the Village with the exception of the Police Department. They shall be responsible to the President and Board of Trustees for the proper administration of all affairs of the Village. The Village Administrator shall perform such duties in addition to those which may be prescribed by law and shall be subject to such other rules and regulations as the President and Board of Trustees may provide by ordinance from time to time. Specifically, but without limitation, the Village Administrator shall have the following powers and duties:

- A. Enforce the laws and ordinances within the Village.
- B. With the exception of the Police Department supervise and coordinate the work of all departments of the Village now in existence or that may hereafter be created by the President and Board of Trustees, except as limited or restricted by any ordinance of the Village.
- C. With the exception of the Police Department recommend to the President and Board of Trustees regarding the hiring of all employees of the Village. They shall recommend to the President the removal or suspension of any department director or employee when such removal or suspension shall be consistent with the Village personnel manual and/or any relevant provisions of the Illinois state statutes. All such recommendations for the hiring of employees shall be based upon merit and qualifications. Any recommendation for either hiring or removal shall be made without regard to political belief or affiliation.
- D. With the exception of the Police Department review annually, salaries, wages and hours and conditions of employment of all department directors and employees under their jurisdiction. No expenditure shall be made on

account of or pursuant to such appointment or employment by the Village Administrator unless authorized by or under the applicable appropriation or budget of the Village, and all such expenditures shall be subject to the approval of the President and Board of Trustees.

- E. Act as purchasing agent of the Village and make or supervise all necessary purchases of equipment, materials and supplies by the Village, and all contracts. The Village Administrator shall have the power to enter into contracts for services and purchase goods and materials including up to and including five thousand dollars (\$5,000.00) without the prior approval of the Village Board, if those services, goods and materials have been previously appropriated. Contracts and purchases more than this amount shall require the prior approval of the Village Board, whether or not they have been previously appropriated. However, the Village Administrator will advise, inform, and consult with the appropriate Village Trustee for any purchases of products and services that include a change in operating direction, operating model, strategy, technology, infrastructure, and plans regardless of dollar amount. The Village Administrator may issue rules and regulations governing requisitions and the transaction of business of purchasing between themselves, as purchasing agent, and the department directors and employees of the Village.
- F. With exception of the Police Department, its sworn officers and employees, make recommendations concerning compensation for each department director and employed position in the service of the Village, including minimum, intermediate and maximum rates.
- G. Recommend the creation, consolidation and combination of offices, positions, departments or units of the administrative and executive departments of the Village.
- H. Investigate all complaints in relation to matters concerning the administration of the government of the Village and services maintained by the public utilities in the Village, and see that all franchises, permits and privileges granted by the Village are faithfully observed.
- I. Assist in preparing and presenting to the President for consideration at the end of each fiscal year an estimate of income and expenses for the ensuing year; assist as needed with the preparation of the annual appropriation ordinance and tax levy ordinance in the form and within the time required by law; and prepare the annual budget; and submit such ordinances and budget to the President for their submittal to the Board of Trustees, together with the Village Administrator's opinion and recommendations covering their important features; and upon the adoption of such ordinances and budget, the administration of the same. To the end that all financial matters of the Village are coordinated, the Village Finance

Director-Treasurer is hereby directed to cooperate with the Village Administrator and to assist them in the performance of the duties imposed upon them by this article.

- J. Act as business manager for the Village under the direction of the President and Board of Trustees and in cooperation with the Village Finance Director-Treasurer, Police Chief and Clerk; control and direct all expenditures made by the Village; supervise the keeping of all necessary records and books of accounts of the Village that are not under the supervision of the Finance Director-Treasurer or Clerk, by ordinance or statute.
- K. Attend all regular and special meetings of the Village Board, and committees thereof, as needed, unless excused by the same.
- L. Assist as needed to render or cause to be rendered monthly to the President and Board of Trustees written statements showing the exact financial condition of the Village as of the end of the preceding month, including the statement of current assets and liabilities, and a summarized statement of receipts and expenditures.
- M. Make recommendations to the President and Board of Trustees, or appropriate committee thereof, relative to the adoption of such ordinances and resolutions as they may deem necessary or expedient; meet with the standing committees of the President and Board of Trustees as often as necessary and when requested.
- N. Make special reports or recommendations to the Board of Trustees, or the appropriate committee thereof, as the Board of Trustees may request.
- O. All department directors of the Village are expected to provide appropriate assistance to the Village Administrator in fulfilling their duties. Additionally, both department directors and employees shall supply any oral or written information and materials regarding Village affairs upon request from the Village Administrator.
- P. Keep a current inventory of all real and personal property of the Village and the location of such property; be responsible for the care and custody of all Village property which is not by law assigned to some other department director or body for care and control.
- Q. Perform such other duties as may be required of them by the Corporate Authorities not inconsistent with the statutes of the State of Illinois or with the ordinances of the Village.
- R. In addition to the responsibilities outlined herein, the job description for

the Village Administrator is specified in Exhibit “A,” which is attached, incorporated by reference, and forms an integral part of this ordinance. By enacting this ordinance, the Village hereby formally adopts the job description. The Village President, with input from the Board of Trustees, may from time to time amend the job description for the Village Administrator, as necessary.

5. Conflict of Interest:

The Village Administrator shall abide by the relevant provisions of the Illinois Compiled Statutes pertaining to conflicts of interest, disclosures of economic interests and contracts, including, but not limited to, 65 Illinois Compiled Statutes 5/3.1-55-10 and 5 Illinois Compiled Statutes 420/4A-101 et seq., and as the same and any other relevant provisions of the state statutes may be amended from time to time by the Illinois General Assembly. The Village Administrator shall promptly disclose any potential conflict of interest to the President and Board of Trustees.

6. Removal from Office:

The Village Administrator may be removed by the President on any formal charge whenever the President is of the opinion that the interests of the Village demand removal. Such removal is subject to the payment of any valid remaining portion of the contract, if hired by contract. The President shall report the reasons for such removal to the Village Board at a meeting to be held not less than five (5) nor more than ten (10) days after the removal. If the President fails or refuses to report to the Board of Trustees the reasons for the removal, or if the Village Board, by a two-thirds (2/3) vote of all its members authorized by law to be elected, disapproves of the removal, the Village Administrator, thereupon, shall be restored to office. Upon restoration, the Village Administrator shall take a new oath of office.

7. Acting Village Administrator:

In the event the Village Administrator shall be incapacitated from performing the duties of the position, a qualified person may be appointed as acting Village Administrator by the President, with the advice and consent of the Board of Trustees, during such absence or incapacity, with all the powers and duties of that office, who shall perform all the duties thereof. The compensation to be paid the acting Village Administrator shall be fixed by the President and Board of Trustees.

SECTION FOUR: All policies, resolutions, and ordinances of the Village of Wayne which conflict with this ordinance shall be, and they are hereby, repealed.

SECTION FIVE: This Ordinance shall take effect after its passage, approval and publication in the manner provided by law.

PASSED THIS _____ day of _____, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED THIS _____ day of _____, 2026.

Village President

ATTEST:

Village Clerk

Published _____

4930-3648-9356v.2
4930-3648-9356, v. 2

VILLAGE OF WAYNE POSITION DESCRIPTION

Name:		Department:	Administration
Title:	Village Administrator	Pay Grade:	Contract FLSA Exempt
Date:	March 2026	Reports To:	Village President/Board

PURPOSE OF POSITION

The Village Administrator is the chief administrative officer responsible for leading all day-to-day operations, except for the Police Department, executing the policy direction of the Village Board, and delivering high-quality municipal services that are equitable, fiscally responsible, resilient, and responsive to residents and businesses. The role drives strategy, performance, culture, and innovation across departments while upholding the highest standards of ethics, transparency, and community engagement. The position operates under the direction of the Village President and Board of Trustees. 65 ILCS 5/5-3-7) (from Ch. 24, par. 5-3-7). (Ordinance 26-02, Ch. 6 Section 1-6-2G).

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Assuming full management responsibility for all Village Departments, except for the Police Department, recommending modifications to policies, procedure and/or staffing to the Village Board as necessary.

Plans, directs and coordinates, through department Directors, apart from the Police Department, the work plan of all Village departments; assigns work projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures, meets with Department Directors to identify and resolve problems.

Ensures that all laws, ordinances, policies and agreements of the Village are faithfully enforced.

Provides leadership and direction in the development of short and long-range plans; evaluates and interprets data, reports and recommendations, coordinating activities with other departments and agencies as needed.

Oversees the annual budget of all operations under their purview and capital, forecasting the needed funds for staffing, equipment, materials and supplies; approves expenditures and implements budgetary adjustments as necessary within policy guidelines.

Assures that all activities of the Village are performing within budget; performs cost control activities and monitors revenues and expenditures to assure sound fiscal control.

Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures, allocating resources accordingly.

Provides advice, assistance and/or justification to Board members and department heads regarding department programs, policies and activities.

Village of Wayne: Village Administrator

Explains, justifies and defends Village programs, policies and activities; negotiates and resolves sensitive and controversial issues.

Represents the Village with outside agencies, coordinating Village activities with those of other villages, counties and outside agencies and organizations.

Responds to media inquiries, President and Board of Trustee concerns and community needs.

Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public administration.

Ensures safety of departmental staff and visitors through constant safety awareness procedures.

Performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

Work required hours, which may include various hours, days, and shifts.

Participates in the development and implementation of goals, objectives, policies, procedures, and priorities for the Village.

Develops and maintains a variety of external contacts such as with local municipalities, governmental bureaus, regulatory agencies, and community organizations; coordinates assigned activities with those of other divisions and outside agencies and organizations.

Adheres to Village-wide and departmental safety policies and procedures.

Maintains cooperative working relationships with a variety of Village and Department staff members and committees, to obtain solutions to problems and better coordinate services provided.

Assists in selecting new employees, except for the Police Department; provides training and instruction; plans, coordinates, assigns and reviews work; allocates personnel; approves leave; maintains standards and evaluates performance. Coaches and councils' personnel, reviews and approves schedules. Identifies division training needs and assigns training.

Coordinates with all departments the application of grant opportunities for the Village.

Acts as liaison and interacts with vendors, contractors, non-profit groups and other agencies and organizations as needed.

Audits and completes payroll timesheets from personnel.

May be required to complete training and provide support and assistance in a crisis situation, as a member of the Emergency Management Team for the Village.

KNOWLEDGE, SKILLS AND ABILITIES:

Advanced knowledge of modern and complex principles and practices of Public Administration.

Advanced knowledge of the principles and practices of municipal budget preparation and administration.

Extensive knowledge of applicable State and local laws, codes and ordinances as well as some labor relations practices and procedures.

Village of Wayne: Village Administrator

Ability to lead and direct the operations, services and activities of the Village of Wayne; to develop, implement and administer goals and objectives providing effective and efficient Village services.

Ability to leverage technology, data systems, and performance metrics to improve service delivery and organizational effectiveness.

Ability to plan, organize, direct and coordinate the work of employees, as well as delegate authority and responsibility.

Ability to prepare and present concise reports, sometimes on technical subjects, in a clear manner using advanced research and statistical methodology.

Ability to apply and interpret laws, ordinances, policies, and procedures and their impact on Village operations.

Ability to identify and respond to community and Board of Trustee issues, concerns and needs.

Ability to tactfully, and diplomatically handle controversial situations with Village personnel, governmental officials, various special interest groups and Village residents.

Ability to write, speak, and listen effectively.

Ability to learn, understand, and adhere to all applicable safety precautions and procedures.

Performs other duties as assigned and required.

MINIMUM QUALIFICATIONS

- A bachelor's degree from an accredited college or university.
- Seven (7)+ years of progressively responsible local government or public sector management experience, including supervision of department heads and complex budgets.
- Demonstrated success in strategic planning, financial management, labor relations, capital project delivery, and community engagement.
- Strong communication skills (written, verbal, presentation) with the ability to convey complex topics to diverse audiences.
- Experience with collective bargaining, intergovernmental agreements, and administering state/federal grants.
- Familiarity with ICS/NIMS, emergency management, and municipal cybersecurity best practices.
- Residency is not required; however, a response time requirement may be established by ordinance or Board policy.
- Possess a valid Vehicle Operators License.

PERFORMANCE APTITUDES

Data Utilization:

Requires the ability to perform mid to upper-level data analysis including the ability to coordinate, strategize, systematize, and correlate, using discretion in determining time, place and/or sequence of operations within an organizational framework. Requires the ability to implement decisions based on such data and oversee the execution of these decisions.

Village of Wayne: Village Administrator

Human Interaction:

Ability to manage and direct a group of workers, including the ability to provide counseling and mediation. Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures, and standards to specific situations.

Requires the ability to communicate orally and in writing with the Village President and Board of Trustees all Village departments and personnel, other governments, organizations, schools, vendors, the media, and the public.

Verbal Aptitude:

Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as reports, budgets, grants, invoices, statistics, evaluations, programs, codes, ordinances, laws, statutes, manuals, procedures, guidelines, and non-routine correspondence.

Equipment, Machinery, Tools and Materials Utilization:

Requires the ability to operate, calibrate, tune, and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines, and/or related materials used in performing essential functions.

Mathematical Aptitude:

Requires the ability to perform addition, subtraction, multiplication, and division; interpret statistical data; calculate percentages and decimals; may require the ability to perform mathematical operations with fractions.

Functional Reasoning:

Requires the ability to apply principles of influence systems such as supervision, managing, leading, teaching, directing, planning, coordinating, and controlling. Ability to exercise independent judgment to apply facts and principles for developing approaches and techniques to problem resolution.

Situational Reasoning:

Requires the ability to exercise the judgment, decisiveness and creativity required in critical and/or unexpected situations involving moderate risk to the organization.

ADA COMPLIANCE

Physical Ability:

Tasks involve the ability to exert moderate but not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, and lifting, carrying, pushing, and pulling objects and materials of moderate weight, ten to twenty-five pounds.

Sensory Requirements:

Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials, and tasks.

Village of Wayne: Village Administrator

Environmental Factors:

Ability to work under generally safe and comfortable conditions where exposure to environmental factors that may cause discomfort and pose a limited risk of injury is minimal.

The Village of Wayne, Illinois is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The Village of Wayne is a no smoking facility in compliance with the Smoke Free Illinois Act.

ORDINANCE NO. 26-03

**ORDINANCE APPROVING ADDITIONAL OUTDOOR SHOW DAYS
FOR THE LAMPLIGHT EQUESTRIAN CENTER**

WHEREAS, the President and Board of Trustees have heretofore passed Ordinance No. 88-02A, entitled "An Ordinance Granting a Special Use Permit to Lamplight Equestrian Center, Inc., to Construct and Operate a Commercial Stable and Related Facilities"; and

WHEREAS, Section III(G) of the aforesaid Ordinance provides for one hundred twenty-five (125) show days with no more than one-third thereof being outdoor shows; provided, however that Section III(G) further provides that the owner may request the Village Board's approval for show days in excess of the forgoing; and

WHEREAS, HITS, LLC, as the owner, has requested that the number of outdoor show days for the year 2026 be increased to one hundred twenty-five (125); and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to approve the additional outdoor show days for the Lamplight Equestrian Center.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WAYNE, DU PAGE AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The President and Board of Trustees hereby approve the request of HITS, LLC to increase the number of outdoor show days for the Lamplight Equestrian Center for 2026 to one hundred twenty-five (125) as provided in Ordinance 88-02A.

SECTION THREE: The Village Clerk is authorized and directed to transmit a certified copy of the Ordinance to Dan Lynch, Village Engineer, and to Michael Gricus, Director of Building and Zoning.

SECTION FOUR: All policies, resolutions, and ordinances of the Village of Wayne which conflict with this ordinance shall be, and they are hereby, repealed.

SECTION FIVE: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS _____ day of _____, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED THIS _____ day of _____, 2026.

Mayor

ATTEST:

Village Clerk

Published _____

HITS LAMPLIGHT EQUESTRIAN CENTER 2026 SCHEDULE OF HORSE SHOW EVENTS			
NIHJA Rental	HJ	May 1-3, 2026	Fri-Sun
Spring Classic Series			
Spring Classic I	HJ	May 6-10, 2026	Wed-Sun
Spring Classic II	HJ	May 13-17, 2026	Wed-Sun
Spring Classic III	HJ	May 20-24, 2026	Wed-Sun
Windy City Dressage	DR	May 30-31, 2026	Sat-Sun
Spring Spectacular Series			
Spring Spectacular I	HJ	June 3-7, 2026	Wed-Sun
Spring Spectacular II	HJ	June 10-14, 2026	Wed-Sun
Spring Spectacular III	HJ	June 17-21, 2026	Wed-Sun
Dressage at Lamplight June	DR	June 26-28, 2026	Fri-Sun
Summertime Series			
Summertime I	HJ	July 1-5, 2026	Wed-Sun
Summertime II	HJ	July 8-12, 2026	Wed-Sun
Summertime III	HJ	July 15-19, 2026	Wed-Sun
Equifest Series			
Equifest I	HJ	July 22-26, 2026	Wed-Sun
Equifest II	HJ	July 29 – Aug 2, 2026	Wed-Sun
Equifest III	HJ	Aug 5-9, 2026	Wed-Sun
NIHJA Rental	HJ	Aug 14-16, 2026	Fri-Sun
Festival of Champions	DR	Aug 23-30, 2026	Sun-Sun
Fall Classic	HJ	Sept 9-13, 2026	Wed-Sun
HITS Fall Celebration Dressage	DR	Sept 17-20, 2026	Sat-Sun
NIHJA Rental	HJ	Sept 24-27, 2026	Thurs- Sun
HJ = Hunter-Jumper. DR = Dressage			



P.O. Box 130, Saugerties, NY 12477
P: 845.246.8833 | F: 845.246.6371 | www.HitsShows.com

February 25, 2026

Via Email

Board of Trustees of the Village of Wayne
c/o Patricia Engstrom
Village Clerk
Village of Wayne, IL 60184
clerk@villageofwayne.org

Re: Ordinance 88-02A Granting a SUP to Lamplight Equestrian Center
Request to Approve 125 Outdoor Show Days in 2026

Dear President Phipps and Trustees:

This is to request that the Board of Trustees at its next 2026 Board meeting approve a Resolution increasing the number of outdoor show days that Lamplight Equestrian Center is authorized to run in 2026 to one hundred twenty-five (125) days, the same as the Board has approved for the last six years (2020-2025).

For 2026, HITS has approval from the U.S. Equestrian Federation, the Olympic Body for US equestrian sport, to run 13 hunter-jumper shows and four dressage shows at Lamplight in between May and September. Because these are outdoor shows, we are requesting again that the Board approve a similar Resolution to the one passed last year approving 125 outdoor show days for Lamplight in 2026. These shows generate Amusement Tax revenue for the Village. A listing of the 2026 shows is attached.

Background

Ordinance 88-02A grants a Special Use Permit (SUP) to Lamplight Equestrian Center to construct and operate a commercial stable and related facilities. The SUP allows Lamplight to run 125 days of horse shows annually, but limits the number of outdoor show days to one-third. The SUP contemplates that additional show days may be needed and provides a specific expedited process for Lamplight to request additional show days by filing an application with the Village Board. The Village Board is given full discretion to approve any such request. The SUP further states that “[t]he Village Board will not unreasonably deny the applications” and that “[a]pplications will be acted upon within twenty-one (21) days of the date of application.”

The SUP requires that the application set forth the specific information provided below.

1. The date or dates of the required events: HITS has USEF Competition Licenses to operate thirteen (13) hunter-jumper shows and four (4) dressage shows at Lamplight that run between May and the end of September. There are also 3 rental dates. The total show days stay within the 125 days permitted under the SUP. We are asking that the Board approve 125 outdoor

show days for 2026. HITS has submitted a complete schedule of its 2026 horse show dates to the Village Clerk (also attached here).

2. The operating hours of each event: Each hunter-jumper show runs from Wednesday to Sunday (if a 5-day show) and Thursday to Sunday (if a 4-day show) with a schooling day and operates between the hours of 8:00 am and approximately 6:00 pm or earlier each day. The dressage shows run between 2 and 4 days with one Championship show running seven days. The dressage shows also run from approximately 8:00 am to 6:00 pm or earlier.
3. The reasonably anticipated number of horses, vehicles and guests:
 - a. Based on 2025 numbers, we anticipate up to 250 horses for the smaller shows and as high as 400 horses for the larger shows.
 - b. Approximately 200 to 300 vehicles at any one time primarily entering in the morning and leaving at the end of the day. These are largely occupied by exhibitors and essential workers (grooms, trainers, and horse show staff). There is limited daytime traffic in and out of the facility.
 - c. Only a limited number of spectators and outside guests frequent the shows, with most of those visiting on the weekends.
4. The arrangements, if any, for the service of food and/or alcoholic beverages: HITS will offer on-site food options possibly including third party food trucks daily during horse show days. HITS has a Retailer's liquor license for on-grounds service with food.
5. The arrangement, if any, for traffic control: In 2020 when HITS purchased Lamplight, we consulted with Chief Naydenoff and Commander Spurling of the Village of Wayne Police Department and submitted a traffic control plan to the Village. Using the plan, we have been able to keep traffic flowing on Dunham Road at peak traffic times. We will follow the same plan, as amended with the updated Chief and Commander contacts in 2025 and will make changes as needed to adapt to new or changing traffic pattern flows.

We appreciate the Board's thoughtful and timely consideration of this request. We look forward to another successful year and strong partnership with the Village. Should you have questions, please reach out to me at (540) 272-3369.

Respectfully submitted,

Pam Walther

Pam Walther
SVP-Legal

Attachment: Schedule of 2026 Horse shows
cc: Peter Wilson

RESOLUTION NO. R-26-02

**RESOLUTION APPROVING EMPLOYMENT AGREEMENT
BETWEEN THE VILLAGE OF WAYNE AND TIMOTHY J. ROBERTS**

WHEREAS, the President and Board of Trustees of the Village of Wayne (the "Village") have adopted an ordinance amending Title I, Chapter 6 of the Village Code to add a new Section 1-6-2G establishing the Office of Village Administrator; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to appoint Timothy J. Roberts as Village Administrator for the Village of Wayne; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to approve the Employment Agreement between the Village of Wayne and Timothy J. Roberts, which is attached hereto as Exhibit 1 and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WAYNE, DU PAGE AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The President and Board of Trustees hereby appoint Timothy J. Roberts as Village Administrator for the Village of Wayne.

SECTION THREE: The President and Board of Trustees hereby approve the Employment Agreement between the Village of Wayne and Timothy J. Roberts, which is attached hereto as Exhibit 1 and made a part hereof, and the President shall be and is hereby authorized to execute said Employment Agreement in substantially the form attached hereto.

SECTION FOUR: Any policies, resolutions, or prior agreements which conflict with the provisions of this resolution or the agreement attached hereto shall be, and they are hereby, repealed to the extent of such conflict.

SECTION FIVE: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS _____ day of _____, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED THIS _____ day of _____, 2026.

ATTEST:

President Eileen Phipps

Village Clerk

EXHIBIT 1

4911-2587-1501, v. 1

EMPLOYMENT AGREEMENT

This Agreement is made and entered into effective as of the 24th day of March 2026, by and between the **Village of Wayne**, a municipal corporation, (hereinafter "Village" or "Employer") and **Timothy J. Roberts** (hereinafter "Employee"):

WHEREAS, Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and

WHEREAS, the Village desires to employ the services of Employee as its Village Administrator, in accordance with the Wayne Village Code ("Village Code"), the Illinois Municipal Code, and this Agreement; and

WHEREAS, Employee has represented that he has all required certifications and is qualified to act as such; and

NOW, THEREFORE, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

SECTION 1: DUTIES

1.1 Village does hereby employ Employee, and Employee does hereby accept employment as the part-time Village Administrator for the Village.

1.2 As Village Administrator, Employee shall serve under the direct supervision of the Village President, with input from the Village Board as provided in Village Code Section 1-6-2G. The Employee shall have the duties as prescribed by the Village President, in the Village Code, State statute, and as contained in this Agreement.

SECTION 2: TERM

2.1 Employee acknowledges that he will serve at the pleasure of the Village President, with the consent of the Village Board, and that pursuant to the terms of the Village Code is subject to re-appointment annually, or the term as outlined in the Agreement. The Village understands and agrees that, unless terminated, this Agreement shall continue in full force and effect until separation as prescribed in this Agreement, so that there are stability and continuity in the Village's municipal operations and delivery of municipal services to the residents and public.

2.2 Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Village Board terminating the services of Employee at any time, subject only to the provisions set forth in the remainder of this agreement

2.3 Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Village, subject only to the provisions set forth in this agreement.

2.4 In the event that this agreement is terminated, the parties acknowledge that Employee shall not have any rights to other employment with the Village, except where a separate and independent Agreement is in place.

SECTION 3: RESIGNATION

In the event Employee voluntarily resigns his position with the Village before expiration of the aforesaid term of his employment, then Employee shall give the Village thirty (30) days' notice in advance, unless the parties agree otherwise.

SECTION 4: SALARY & BENEFITS

4.1 Employee shall receive an initial salary of \$43,000.00 per year payable in twenty-four (24) installments in accordance with the Village's normal payroll. All salary increases are at the discretion of the Village Board. Upon receipt of satisfactory performance evaluations Employee may be entitled to salary increases which shall be reviewed annually and may be adjusted generally at the beginning of the fiscal year as of May 1 with the approval of the Village Board.

4.2 Employee shall be entitled to 5 days of vacation per calendar year. In the event this Agreement is extended by the parties beyond its termination date Employee may be entitled to additional days as approved by the Village Board. Use and accumulation of vacation time shall be in accordance with Village policy as amended from time to time.

4.6 Employee shall be entitled to such other benefits as made available to other part-time employees of the Village.

4.7 All salary, benefits, reimbursements and any other payments to Employee are subject to all applicable payroll and withholding taxes and deductions as required by any law, rule or regulation. Employee agrees that he shall be responsible for the payment of his share of any such required taxes.

4.8 All benefits provided to Employee pursuant to this Employment Agreement shall be in addition to any other benefits provided to Employee by virtue of any other Employment Agreement, policy, resolution or ordinance of the Village.

SECTION 5: PERFORMANCE EVALUATION

The Village and Employee may periodically meet and discuss their working relationship, and the Village shall review and evaluate the performance of Employee not less than annually. The Village may define such goals and performance objectives necessary for the proper operation of Village operations and in the attainment of the Village's policy objectives and may further establish a relative priority among those various goals and objectives.

SECTION 6: NOTICES

Notices pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, or (c) sent by registered or certified mail, return receipt requested, with postage prepaid, addressed to the parties as follows:

VILLAGE: Village Clerk
Village of Wayne
5N430 Railroad Street
Wayne, IL 60184

EMPLOYEE: Timothy J. Roberts
Wayne, IL 60184

SECTION 7: GENERAL PROVISIONS

7.1 This Agreement represents the entire agreement between the parties concerning Employee's employment with the Village as the Village Administrator and supersedes all prior negotiations, understandings, and agreements related to the position. No provision of this Agreement may be amended or waived unless the same is agreed to in writing and signed by both parties.

7.2 Subject to any applicable exceptions of the Freedom of Information Act, as amended, each party acknowledges that this Agreement is a public record, as that term is defined in the Freedom of Information Act, and therefore is subject to inspection and copying by the public if requested pursuant to that Act.

7.3 If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7.4 Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the employment of Employee herein.

IN WITNESS WHEREOF, the Village of Wayne, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Timothy J. Roberts has signed and executed this agreement, both in duplicate, the day and year first above written.

Village President

ATTEST :

Village Clerk

Timothy J. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 3 OF THE VILLAGE OF WAYNE MUNICIPAL CODE TO ADD A NEW SECTION 10-3-14 WITH RESPECT TO SHORT-TERM RENTALS

WHEREAS, the Village recognizes the economic and tourism benefits of short-term rentals; and

WHEREAS, the unregulated proliferation of short-term rentals can pose potential threats to the public health, safety, and welfare, and may negatively impact the character, peace, and quiet of residential neighborhoods; and

WHEREAS, in the interest of the public health, safety and welfare, the Corporate Authorities of the Village have determined that it is appropriate to regulate short-term rentals and that the Village by virtue of its police powers has the authority to regulate land use and business activities to ensure the safety and well-being of its residents; and

WHEREAS, this ordinance is intended to establish reasonable and necessary regulations to balance the interests of property owners, guests, and the broader community, and to ensure that short-term rentals operate in a manner that is consistent with local laws and community standards; and

WHEREAS, the President and Board of Trustees find it desirable and necessary to amend Title 10 Chapter 3 of the Village Code to add a new Section 10-3-14 in order to authorize and regulate short-term rentals.

NOW, THEREFORE, be it ordained by the Corporate Authorities of the Village of Wayne as follows:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: Title 10, Chapter 3 of the Village of Wayne Code of Ordinances is hereby amended to add a new Section 10-3-14 which shall hereinafter be and read as follows:

10-3-14: Short-Term Rentals:

1. It shall be unlawful for any person or entity to operate, use, offer for rent or use, or advertise for rent or use any property within the Village as a Short-Term Rental unless such person or entity obtains a Short-Term Rental License as set forth in this Section 10-3-14.
2. Short-Term Rental License Application. An application for a Short-Term Rental License shall be submitted on a form provided by the Village and shall include, but not be limited to:

- The name, address, and contact information of the Host.
 - The address of the Dwelling Unit to be used as a Short-Term Rental.
 - Proof of ownership or a valid lease agreement with written authorization from the Host.
 - A sworn statement that the Dwelling Unit meets all applicable building, health, and fire codes.
 - Contact information for a local representative who can be reached 24/7 to address issues related to the rental.
 - Proof of adequate liability insurance for the Short-Term Rental activity.
3. License Fee. An annual license fee of \$[Amount] shall be paid upon submission of the application and upon each renewal.
 4. License Term. A Short-Term Rental License shall be valid for one (1) year from the date of issuance and must be renewed annually.
 5. Sales Tax. The Host shall be responsible for collecting and remitting any applicable state and local sales taxes on rental income.
 6. Right to Inspect. The Village reserves the right to inspect any Short-Term Rental property to ensure compliance with this Ordinance and other applicable laws.
 7. Definitions.

SHORT-TERM RENTAL (STR): The rental of all or any portion of a Dwelling Unit for a period of less than fourteen (14) consecutive days.

HOST: The person who is the owner, lessee, or legal occupant of the Dwelling Unit and who offers it as a Short-Term Rental.

LICENSE: The official authorization issued by the Village that permits the operation of a Short-Term Rental in accordance with this Ordinance.

PRIMARY RESIDENCE: The dwelling where a person lives as their primary domicile and principal home, as demonstrated by objective criteria such as a valid driver's license, voter registration, or utility bills.

8. Operational Standards for Short-Term Rentals:
 - A. Occupancy Limits. The maximum occupancy of a Short-Term Rental shall not exceed [number] adults per bedroom, with a total maximum of [number] adults per Dwelling Unit, unless a special exception is granted. Children under the age of [age] shall not count toward the occupancy limit.
 - B. Health and Safety. All Short-Term Rentals shall comply with all applicable building, health, and fire codes. This includes, but is not limited to:

- a. The presence of working smoke detectors and carbon monoxide detectors on every level and in sleeping areas.
 - b. A clearly marked and accessible fire extinguisher.
 - c. A posted emergency exit plan and contact information for local emergency services.
- C. Noise and Nuisance. The Host shall be responsible for ensuring that guests do not create disturbances or nuisance behaviors that are disruptive to neighboring properties.
- D. Parking. The Host shall provide guests with a parking plan and shall be responsible for ensuring that all guests' vehicles are parked in a legal and safe manner, as to not obstruct public rights-of-way or encroach on neighboring property.
- E. Advertising. All advertisements for a Short-Term Rental shall prominently display the valid Short-Term Rental License number issued by the Village.
- F. Guest Information. The Host shall provide each guest with a copy of this ordinance or a summary of its key provisions, including rules related to noise, parking, and trash disposal.
- G. Density Limits (Optional). The Village may establish limits on the total number of Short-Term Rental Licenses issued, or on the number of licenses permitted within a specific geographic area or building.

SECTION THREE: Any person, firm, corporation or entity who violates or fails to comply with the requirements of this Section 10-3-14 shall be deemed guilty of a violation punishable by a fine of not less than one hundred dollars (\$100.00) or more than seven hundred and fifty dollars (\$750.00) for each offense, and each day on which a violation continues shall constitute a distinct and separate offense.

SECTION FOUR: Any policy, resolution or ordinance of the Village that conflicts with the provisions of this ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION FIVE: This Ordinance shall take effect after its passage, approval and publication in the manner provided by law.

PASSED THIS ____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2026.

Village President

ATTEST:

Village Clerk

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF WAYNE ON _____, 2026.

Village of Wayne

Revised Affordable Housing Plan

Adopted - , 20256

Introduction and Statutory Requirements

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In 2003, the Illinois General Assembly passed the Affordable Housing Planning and Appeal Act (310 ILCS 67) (the "Act") to address the lack of moderately-priced housing in many Illinois communities. According to the ~~statute Act~~, "affordable housing" means "housing that has a value or cost or rental amount that is within the means of a household that may occupy moderate-income or low-income housing. In the case of owner-occupied dwelling units, housing that is affordable means housing in which mortgage, amortization, taxes, insurance, and condominium or association fees, if any, constitute no more than 30% of the gross annual household income for a household of the size that may occupy the unit. In the case of dwelling units for rent, housing that is affordable means housing for which the rent and utilities constitute no more than 30% of the gross annual household income for a household of the size that may occupy the unit."

As of the Illinois Housing Development Authority's (the "IHDA") most recent report in 2023, the Village of Wayne (the "Village") has been identified as a "non-exempt local government" due to its current number of "affordable housing units" being below 10% of its total "year-round units." As a result, the Village is required to submit an "Affordable Housing Plan" (the "Plan") within eighteen (18) months of notice to the Village of its non-exempt status. This ~~P~~plan must provide specific information, namely:

- ~~A s~~Statement of the total number of affordable housing units that are necessary to exempt the local government from the operation of the Act, as defined in Section 15 and Section 20 ~~of the Act, and based on the numbers included in AHPAA Local Government Exemption Report published by IHDA.~~
- ~~An i~~dentification of lands within the jurisdiction that are most appropriate for the construction of affordable housing and of existing structures most appropriate for conversion to, or rehabilitation for, affordable housing, including a consideration of affordable housing for both owner-occupied dwelling units and dwelling units for rent, lands and structures of developers who have expressed a commitment to provide affordable housing, and lands a structures that are publicly or semi-publicly owned.
- Incentives that the local government may provide for the purpose of attracting affordable housing to their jurisdiction.
- A description of any housing market conditions, infrastructure limitations, local government ordinances, including zoning and land use ordinances, local government policies or practices that do not affirmatively further fair housing as defined in the federal

housing, although development in this area would require the cooperation of neighboring West Chicago to supply sewer and water service to such site.

2. Vacant parcels indicated in relevant map(s) depicting future land use as part of subsequent iterations of the Village's Comprehensive Plan.
3. Existing older single-family homes as renovation and turnover may occur.
4. Future zoning districts identified for the development of diverse housing types as recommended within subsequent iterations of the Village's Comprehensive Plan.

III. Incentives to Promote Affordable Housing Growth

Although the Village of Wayne is unable to provide direct financial subsidies to entities wishing to construct and/or renovate existing structures to accommodate affordable housing, its plan is to simplify and expedite the building permit process, approvals and hearings as they relate to the development of affordable housing. The Village plans to carry out this strategy while ensuring the safety and welfare of its citizens and while also staying mindful of the unique rural and architectural characteristics existing throughout the community.

IV. Housing Market Conditions, Infrastructure Limitations, Village Ordinances, Village Policies or Practices That Do Not Affirmatively Further Fair Housing and Other Factors That May Constrain the Village's Ability to Create and Preserve Affordable Housing

The Village faces a number of complications and limitations that constrain the Village's ability to create and preserve affordable housing. Housing prices and rents have risen across the nation and in the Village making both home ownership and rental less affordable. The Village has a unique and historic downtown that also affects the Village's ability to provide for affordable housing units. Moreover, there are other market condition constraints. For example, the Village has infrastructure limitations (all properties are served by well and septic) and the Village is a residential community of single family homes; the Village does not have any multi-family developments. In sum, due to its unique "rural" nature, the Village faces considerable difficulty, if not impossibility, in creating new affordable housing units.

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V. Plan or Potential Strategies to Eliminate or Mitigate the Constraints Identified in Section IV

The Act requires the Village to adopt a plan that includes potential strategies that could eliminate or mitigate the constraints on the development of affordable housing. The

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The Village has previously been determined as a non-exempt municipality and is, therefore, required to include a summary of actions taken to implement a plan and a summary of progress made toward achieving the goals of such Plan. The Village's previously submitted Plan was found not to meet the minimum requirements of the Act. As a result, the Village's actions since that time have been informal in nature, such as continued discussion regarding ways in which to best meet the requirements of the Act while preserving the rural nature of the Village.

Senior Housing

It is the belief of the Village that older members of the community who can no longer live on their own due to physical or mental disabilities/limitations or who require professional assistance should have the opportunity to continue to live within the community. To this end, the Village encourages the development of affordable senior housing which will allow older members of the community to remain members and continue to live in close proximity to family and friends. In particular, the Village recognizes that the location referenced in Paragraph 1 of Section 23 above may be a suitable site for such development and will attempt to identify additional sites with similar potential in the future.

Closing

The Village strives to provide additional affordable housing units within the community, but ultimately cannot control market forces that affect the affordability of land and housing within Wayne, nor the income levels of households that serve as the benchmark for determining affordability. Due to these factors and despite the Village's goals, it is not and cannot practically be a goal of this plan to meet the target levels of affordable housing units stated above in any specific time frame. Rather, it is the objective of this plan that, by pursuing the goals set forth above, the Village will have created conditions amenable to ultimately achieving the stated affordable housing targets in Wayne in a manner that will not impact the health and safety capabilities of the Village and will protect and preserve the character and environment of the Wayne community.

Upon due notice and an opportunity for public hearing, [The Village Board of Trustees adopted this Revised Affordable Housing Plan, via the attached Resolution 2526-R-_____.

4899-8370-6964 v.1

4899-8370-6964, v. 1

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APPROVAL OF AGREEMENT BETWEEN OWNER AND ARCHITECT

The Agreement between the Village of Wayne and the Larson & Darby Group being presented to the Village Board covers architectural and MEP (Mechanical, Electrical, and Plumbing) engineering services for the adaptive repurposing of the building located at 31W680 Army Trail Road from an office building to a combined Village Hall and Police Station. The procedures of selecting Larson & Darby and negotiating the Agreement was performed in accordance with the Illinois Professional Service Act.

It should be noted that even though the agreement covers all services (except civil engineering) for the entire adaptive repurposing; the architectural process has various stages and can be paused at any stage. It is our intention to have the initial pause after the Schematic Design Phase where the architect will provide the Village with documents that will include preliminary designs and an estimate of the cost of the work. Depending on when the Agreement is signed, we expect this Phase to be completed near the end of April. When the time is more definite, we will set the date for a Town Hall meeting, where Larson & Darby and the Village Board will be in attendance, to provide information to and answer questions from our residents. After the Town Hall meeting, the Village Board will consider the information, weigh the options, and decide what would be in the best interest of our residents and the pressing needs of our Village staff and Police Department for a productive environment in a handicap accessible building.

During the selection process, the Committee focused primarily on the past-experience of the firm and their ability to deliver the results desired on a timely basis and our comfort level with the key individuals we will be working with and their capability to control variables that always occur in adaptive repurposing.

After the selection of the highest ranked firm, the Committee met several times with Larson & Darby to make sure we understood the business side of the Agreement (Services, Scheduling and Pricing). This included understanding what services were included in the agreement and what services would be classified as Supplemental and Additional Services that would be subject to additional fees. Scheduling was faster than any of the competing firms - If things proceed on schedule, most work will be completed by year-end or early in 2027. We will provide some comparative pricing information below, but feel that the agreed upon 8.75% of construction cost is a fair and competitive rate. Our attorneys at Robbins Schwartz worked with Larson & Darby to clear up language in the Agreement to protect the Village's best interest and to minimize any misunderstandings down the road.

Assessing pricing can be challenging because factors such as building size, cost, whether it's new or renovated, and included services all affect the final amount. In Chicagoland, most municipal buildings are newly constructed, larger, and more expensive than our project, which lowers the percentage fee but increases the overall dollar cost. This pattern also applies to adaptive reuse projects, though those fees are usually higher.

AI research indicated that fees for commercial renovation typically range from 8% to 15% of the total construction cost, often higher than new construction due to increased complexity. For smaller or highly complex projects, fees may exceed 15% while large-scale renovations may be closer to 5-8%. It was also noted that additional fees for construction documents, bidding assistance and MEP engineering services were normal. The closest comparable project to our project was the Sugar Grove renovation of their 30-year-old 10,500 SF building for \$6,900,000 with a fee of \$469,000 or 7%.

The best data found was from ArchitecturalFees.com, a free public service website that compiles data from various sources including government, academic and industry publications. Their detailed spreadsheet, which is largely based on various state government rates is seen as a good median range for many commercial projects. This spreadsheet indicates a 7.1% fee for a new construction with comparable construction cost and complexity of our project. They then indicate that if the project is a renovation, the rate would increase by a least 2%, but could be higher. They also indicated that there would be additional costs to produce electronic Record Drawings of the existing building needed for renovations. Our pricing of 8.75%, which equates to a fee of \$109,375 based on a \$1,250,000 project, compares favorably to their minimum rate of 9.1%.

One of the attractions of our arrangement is that there are no up-front fees. The first payment is due upon the completion of the Schematic Design Phase (15% or \$16,406.25). Plus an estimated \$3,500 for the pointcloud scan of the existing building for the required record drawings. The architectural process will be paused at this point until after the Town Hall meeting.

Significant time and effort have been dedicated to this project to reach its current stage. We respectfully request that the Board review and approve this request. If further inquiries arise, we will do our best to provide any additional information required.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of February in the year Two Thousand Twenty-Six

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Village of Wayne
5N430 Railroad Street
P.O. Box 532
Wayne, IL 60184
630-524-3050

and the Architect:

(Name, legal status, address and other information)

Larson & Darby, Inc.
4949 Harrison Ave.
Rockford, IL 61109
815-484-0739

for the following Project:

(Name, location and detailed description)

L&D 2026-005 Renovations for New Village Hall & Police Station
31W680 Army Trail Road
Wayne, IL 60184

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Scope of Work is the renovation or adaptive repurposing of the existing building located at 31 W680 Army Trail Road for the future use as village hall and police department. See Appendix A to RFQ for Architectural and Engineering Services for Renovation of Office Building Located at 31 W. 680 Army Trail Road for Future Use as Village Hall and Police Department, attached to and incorporated herein by reference.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Initial Project is the renovation or adaptive repurposing of an existing facility at 31 W680 Army Trail Road to accommodate the needs of the Village of Wayne's Village Hall and Police Department. An initial ADA accessibility assessment will be done prior to programming and schematic design. A pointcloud scan will be done initially as well. Exterior civil, utility, and grading work are to be done under separate contract with Owner's civil engineering consultant.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Initial Project budget is \$1,250,000.00, excluding exterior civil work and soft costs.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Completion of Schematic Design Phase – Estimated April 30, 2026
Completion of Construction Document Phase Estimated end of June, 2026

.2 Construction commencement date:

Estimated August 1, 2026

.3 Substantial Completion date or dates:

Estimated January 2027

.4 Other milestone dates:

Townhall Meeting –Estimated May 9, 2026

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design – Bid – Build with multiple phases.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

Owner has no intention to enact a sustainable objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Pete Connolly
Village Trustee
Village of Wayne
5N430 Railroad Street, P.O. Box 532
Wayne, IL 60184
331-901-8710

Chief Tim Roberts
Police Chief
Village of Wayne
31W680 Army Trail Road
Wayne, IL 60184
630-584-3031

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: When required

.2 Civil Engineer: When required –
Chrisopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018
Phone: (847) 823-0500

.3 Other, if any: Environmental Services
Any Specialty Consultants, when required.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mr. Stephen M. Nelson AIA, LEED AP
CEO - Principal
Larson & Darby, Inc.
4949 Harrison Avenue, Suite 100
Rockford, IL 61108
815-484-0739

Mr. Ged Trias, AIA
Principal – Project Manager
Larson & Darby, Inc.
4949 Harrison Avenue, Suite 100
Rockford, IL 61108
815-484-0739

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Mechanical/Plumbing Engineer:

CS2 Design Group
837 Oakton Street
Elk Grove Village, IL 60007
847-981-1880

.2 Electrical Engineer:

CS2 Design Group
837 Oakton Street
Elk Grove Village, IL 60007
847-981-1880

§ 1.1.12 Other Initial Information on which the Agreement is based:

This Project is being financed, in part, by the Illinois Department of Commerce and Economic Opportunity.

§ 1.2 The Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation, which will be documented in writing. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect understands and acknowledges that it has been engaged by the Owner to provide the Services based, in part, on the Architect's represented character, expertise, experience and qualifications in providing architectural services comparable to those to be provided under this Agreement and on projects comparable in kind and scope to this Project. The Architect's services shall be performed properly and expeditiously to permit the orderly and timely progress and proper performance both of the Architect's services and of the Work, consistent with such professional skill, care and diligence and good architectural practices as are exercised by a competent architect with experience in the design, and administration of projects of comparable kind and scope to this Project and practicing architecture in the Chicago metropolitan area (such skill, care, diligence and practices being hereinafter referred to as the "Professional Standard" or "Professional Standard of Care"). The foregoing statements of Owner's reliance on certain representations made by the Architect and the manner in which the Architect shall perform the Services is not intended as a "warranty" of performance, but rather is an articulation of the professional standard of care in accordance with which the proper performance of the Architect's services under this Agreement shall be determined, unless a stricter standard of performance is specifically stated in this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. All persons connected with the Architect, who are directly in charge of the professional architectural work performed as part of Architect's services, are, and for so long as any Services shall be provided under this Agreement, shall be duly registered and licensed under and in accordance with Illinois laws regarding the practice of architecture, as applicable to this Project, and they and any other consultants selected by the Architect and providing Services with respect to the Project shall be otherwise qualified and possess the skill and competence required to perform the Services properly. The Architect shall be responsible for the acts and omissions of its employees, agents and consultants, and their respective employees and agents with respect to the Services under this Agreement.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that compromises or would reasonably appear to compromise the Architect's professional judgment and commitment with respect to this Project.

§ 2.4.1 The Architect's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Construction Documents authored by the Architect or its consultants, nor shall anything contained in this Agreement be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity for damages sustained or expense incurred caused by Architect's negligent errors, omissions, or failure to perform its duties or covenants in accordance with this Agreement. The grant of various rights to the Owner under this Agreement, and/or the failure of the Owner to exercise those rights do not and shall not create any responsibility or liability in the Owner for any error or omission of the Architect in the provision of its Services. Notwithstanding this provision, the Owner shall be responsible for all design decisions directed by the Owner over the specific written contrary recommendation of the Architect.

§ 2.4.2 All agreements between the Architect and its consultants shall be in writing and shall contain such provisions binding the Architect's consultants to the Architect, requiring Architect's consultant's to perform their scope of services in the same manner and to the extent that the Architect is bound to the Owner in accordance with this Agreement such that the Architect performs its Services in accordance with this Agreement. The Architect shall timely pay all sums due to its consultants in accordance therewith and shall not cause or permit any liens to be placed by any such consultants against the property or funds of the Owner provided Owner has paid Architect the sums due to, and such sums are not in dispute or Owner is otherwise entitled to withhold such sums in accordance with this Agreement, the Architect's consultants in accordance with this Agreement.

§ 2.4.3 The Architect has informed the Owner that minor imperfections in the instruments of service prepared by Architect which do not adversely affect the structural integrity of the Work or the mechanical systems incorporated in the Work is typical and expected from architects performing these types of services. The Architect shall provide such Services required for or associated with the correction of any such imperfections, including the administration of the corrective work at no cost to the Owner, as well as pay for the construction costs associated with the corrective work that is not a "betterment" to the Project for which the Owner would be responsible under applicable Illinois law.

§ 2.4.4 The Architect shall furnish a competent and adequate staff, and contract with competent consultants as necessary for the proper administration, coordination, supervision and performance of the Architect's services. The Architect's representative shall not be changed without the consent of the Owner, unless such person leaves the employ of the Architect, in which event the substitute must first be approved in writing by the Owner which approval shall not be unreasonably withheld or delayed. The Architect agrees that the Architect will change its assistants assigned to provide the Services at the reasonable request of the Owner, if, in the Owner's reasonable opinion, based on actual instances of deficient performance, such person's performance does not equal or exceed the Professional Standard, or the acts or omissions of such person are detrimental to the timely and/or proper performance of the Architect's services or the Work; provided however that the Owner's exercise of such right or failure to exercise such right shall not affect Architect's responsibility or liability for the proper performance of the Services. The Architect accepts responsibility for the acts and omissions of its employees and consultants. The Architect's removal or replacement of an employee and/ or consultant pursuant to this provision shall not be deemed an admission of liability on the part of the Architect. The Architect shall coordinate all aspects of the Architect's services.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, upon notice by the Architect and the subsequent written agreement of the parties, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Three Million Dollars (\$ 3,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall by endorsement cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall by endorsement be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance, declarations, policies, and endorsements to the Owner that evidence compliance with the requirements in this Section 2.5. All specified insurance shall be obtained from insurance companies

licensed to conduct business in Illinois and with a Best's Key Guide Rating of at least A / XV. All specified policies shall by endorsement incorporate a provision requiring thirty days' written notice to the Owner prior to the cancellation, non-renewal or material modification of any such policies.

§ 2.5.9 The Architect shall indemnify and hold the Owner, its Board, individual board members, officers, directors, agents, and employees (collectively, "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including reasonable attorneys' fees and court costs, that one or more of the Indemnitees may incur, to the extent caused by the Architect's negligence or breach of this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary architectural, structural, mechanical, and electrical engineering services, and all other specialty services, if and to the extent required to provide a complete design for the Project. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 The Architect has included as an attachment for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, or by the subsequent written agreement of the parties, be exceeded by the Architect or Owner. Architect will adjust initial schedule with additional meeting and milestone dates after initial project kick-off meeting. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. Notwithstanding, if Owner proposes to take such action without the Architect's approval, and Architect knows of such action and believes such action may be detrimental to the aesthetic, architectural, structural and/or functional aspects of the completed Project, the Architect shall so inform the Owner, in writing and with specificity, as soon as is reasonably practicable.

§ 3.1.5 The Architect shall thoroughly review the Owner's program and other information furnished by the Owner and any other information which the Architect deems necessary or advisable to determine the nature and extent of, and develop solutions to resolve, any technical or other difficulties or problems in implementing the Project and achieving successful Project completion consistent with the Owner's stated needs, goals and objectives and the Project requirements. As part of this process, the Architect will visit the Project site and become thoroughly familiar with existing conditions, including activities and uses which will continue while the Project is in progress. The Architect shall also review and ascertain governmental requirements and utilities requirements applicable to the Architect's Services and the design and construction of the Project including ascertaining timing considerations for submissions to and review by such entities. The Architect shall notify the Owner promptly in order not to adversely affect the proposed Project schedule, of (1) any inconsistencies discovered in the information and (2) any information or consulting services that may be reasonably needed for the Project. The Architect shall review and discuss with the Owner proposed site use and improvements; selection of materials; building systems and equipment; identification of long-lead items; any special governmental or utilities requirements; and timing/scheduling issues. The Architect shall be responsible to the Owner for any claims, damages, losses and expenses arising from the Architect's failure to follow applicable laws, codes and regulations in execution of all of Architect's services pursuant to this Agreement.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall prepare the paperwork required to apply for the approval of governmental authorities having jurisdiction over the Project if necessary and shall present such documentation to the Owner for review, approval and execution, if necessary. The Architect shall present the Project at meetings or hearings to facilitate those approvals and the issuance of all permits with required to commence and complete construction, provided that the final building permit for the Project will be completed and submitted by the Contractor.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall immediately, in writing, notify the Owner of (1) any inconsistencies in the information, and (2) other information or consulting services that may be reasonably needed for the Project; and (3) any impact that the selected delivery method may have on the scheduled completion of the Project

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, and based upon the Owner's then-current budget, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, meet with the Owner to review Schematic Design Documents, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, meet with the Owner to review the Design Development Documents, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Construction Documents shall include all Drawings and Specifications required to obtain the construction permits and approvals of the governmental authority or authorities having jurisdiction over the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and attorney in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms, with alternate bid requirements; (2) the form of agreement between the Owner and Contractor; and (3) the General Conditions of the Contract for Construction, as modified by the Owner or the Owner's attorney. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall develop bidders' interest in the Project. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals and the responsibility of bidders; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 issuing statutory notice for bid and facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and assisting the Owner in conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and assisting the Owner with the Owner's conducting of the opening of the bids, assisting the Owner in determining the responsiveness of bids and investigating the responsibility of bidders and subsequently documenting and distributing the bidding results and notice of award(s), as directed by the Owner.

§ 3.5.2.3 During the Bidding Phase, the Architect shall, as a Basic Service, consider up to five (5) requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. Architect's consideration of more than five (5) requests for substitutions and preparation and distribution of addenda identifying approved substitutions to all prospective bidder for the same during the Bidding Phase shall be an Additional Service.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.0 Section 3.5.3 and its subparts shall only apply if and to the extent Owner directs the Architect that the Work, or portions thereof, may be procured by negotiated proposals instead of competitive bidding as otherwise required by law. Architect shall follow the Owner's directions regarding the method of procurement for all portions of the Work.

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by the Owner or the Owner's attorney and included in the Project Manual. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents except if the Architect fails to provide written notice as required in this Agreement and such failure causes specific damages to the Owner beyond those damages caused by the Contractor's failure to properly perform the Work. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees, or any other person performing any of the Work. Drawings or Specifications furnished by the Architect that are found to contain any error or omission shall be promptly corrected by the Architect at no cost to the Owner. These provisions shall not limit the Owner's remedies under this Agreement.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates thirty (30) days from the date the Architect properly issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to observe the progress and quality of the Work and to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. After each site visit, the Architect shall provide the Owner a written report about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known

deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.1.1 The Architect during critical phases of construction shall have its consultants provide on-site observation to observe ~~verify~~ construction is in accordance with the Contract Documents. In such instances, the Architect's consultants shall prepare a field report of the conditions observed and any recommendations to be acted upon by Owner. The Architect and its specialty engineers, consultants, agents and officers shall promptly upon notice or discovery during the Construction Phase or thereafter make necessary revisions or corrections of errors, ambiguities or omissions in its Drawings and Specifications without additional costs to the Owner. The Architect shall, at no additional cost to the Owner, provide project representation beyond Basic Services when required due to the Architect's failure to exercise the standard of care applicable to Architect's services.

§ 3.6.2.2 The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and make recommendations to Owner concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. Architect shall assist Owner in the investigation of concealed or unknown conditions Contractor encounters at the site and shall assist Owner in making determinations and recommendations regarding the same in accordance with Section 3.7.4 of the General Conditions, AIA Document A201-2017, as modified.

§ 3.6.2.5 To the extent required by the Contract Documents, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall, within ten (10) 14 days after the Architect's receipt of Contractor's Application for Payment, review and certify the amounts due the Contractor and, subject to 3.6.3.4, shall issue certificates in such amounts for final approval by Owner. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, and that the quality of the Work is in accordance with the Contract Documents. Architect shall only issue a certificate of final payment to Contractor upon Contractor's submittal of all warranties and guarantees to Architect as required by the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 Architect may withhold a Certificate for Payment in whole or in part, to extent reasonably necessary to protect the Owner, in accordance with Article 9 of the General Conditions, AIA A201-2017, as amended by Owner. In the event the Architect withholds certification for the amounts requested, or any portion thereof, Architect shall within seven (7) days after the Architect receives an application for payment, notify Contractor and Owner in writing of the Architect's reasons for withholding certification in accordance with 9.5.1 of the General Conditions, AIA A201-2017, as amended by Owner.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness so as to not cause delay in the Work or in the activities of the Owner of Contractor while allowing sufficient time, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking with conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities and installation or performance of equipment or systems, which are Contractor's duties. Notwithstanding the forgoing, Architect shall report any such information that is not accurate or complete to Owner upon Architect's discovery of the same. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include a written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness so as to not cause delay in the Work or in the activities of Owner or Contractor. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Architect shall also maintain a record of requests for information and responses thereto, and copies of the same.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall maintain a complete written record of such minor changes and shall regularly notify the Owner of same at the progress meetings.

§ 3.6.5.1.1 The Architect shall review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation. If necessary, the Architect shall prepare additional Drawings and Specifications to accompany the changes in the Work. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may, at the Owner's option, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work and shall regularly notify the Owner of same at the construction progress meetings. ~~The Architect shall, at appropriate intervals, update the Construction Documents to incorporate all approved changes in the Work.~~

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion for each phase of construction work, as defined in the contract documents;
- .2 issue Certificates of Substantial Completion;
- .3 if satisfactory to Architect, forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 recommend a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections observations may be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The presence of Owner shall neither be construed as approval of the Work, nor as the waiver of any rights of the Owner against the Architect or Contractor.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Between the ten and eleven months from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 When the Architect and the Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue, within ten (10) 14 days after receipt of Contractor’s final Application of Payment or, if Owner’s auditors are reviewing Contractor’s final accounting, within seven (7) days after Architect’s receipt of the written report from Owner’s auditors, either: (1) a final Certificate for Payment or Project Certificate for Payment stating that to the best of its knowledge, information and belief, and on the basis of its on-site visits and observations, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable; or (2) or notify the Contractor and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5.1 of the General Conditions, AIA Document A201–2017 as amended. The Architect’s final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.5.1 and 9.10.2, of the General Conditions, AIA A201-2017, as amended, which are a condition precedent to the Contractor being entitled to final payment, have been fulfilled.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project if authorized by Owner. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary design concepts, not plan refinements	Architect
§ 4.1.1.3 Existing building pointcloud scan	Architect’s Consultant

§ 4.1.1.4	Existing facilities surveys	Architect
§ 4.1.1.5	Site evaluation and planning	Architect
§ 4.1.1.6	Building Information Model management responsibilities	Architect – Included in Basic Services
§ 4.1.1.7	Development of Building Information Models for post construction use	Architect
§ 4.1.1.8	Civil engineering	Owner – Consultant
§ 4.1.1.9	Landscape design	Owner – Consultant
§ 4.1.1.10	Architectural interior design	Architect – Most included in Basic Services
§ 4.1.1.11	Value analysis	Architect
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.15	Construction issue set of drawings	Included in Basic Services
§ 4.1.1.16	As-constructed record drawings	Contractor
§ 4.1.1.17	Post-occupancy evaluation	Architect
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect – Included in Basic Services
§ 4.1.1.21	Telecommunications/data design	Owner – Consultant
§ 4.1.1.22	Security evaluation and planning	Architect
§ 4.1.1.23	Commissioning	Architect – Consultant
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Architect
§ 4.1.1.27	Historic preservation	Owner – Consultant
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29	Other services provided by specialty Consultants	Architect
§ 4.1.1.30	Other Supplemental Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to

provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Subject to Architect's obligations set forth in Article 3, Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors, unless said failure is due to Architect's fault;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients beyond what is included in Architect's Basic Services;
- .6 Reserved. \;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of entities providing bids or proposals outside Architect's scope of this project;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .10 Reserved.
- .11 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .12 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom, provided the reason for the proposed substitution(s) is not the result of Architect's errors or omissions.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Periodic visits to the site by the Architect during construction; on average every two weeks and more or less on a as needed basis.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.3 LIMITATIONS ON COMPENSATION FOR ADDITIONAL SERVICES AND EXPENSE REIMBURSEMENT

§4.3.1 Notwithstanding anything to the contrary contained in or implied by any provision of this Agreement, the Owner shall not be responsible to pay and the Architect shall not be entitled to receive reimbursement or compensation for (a) Additional Services or expenses which were required or made necessary as the result of Architect's negligent act, error, omission or willful misconduct or breach of one or more of its obligations under this Agreement; or (b) Additional Services for which Architect did not obtain Owner's prior written authorization, or expenses for which the Architect did not obtain the Owner's prior written authorization if and as required under in this AgreementF.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall, within a reasonable time, provide information as requested by Architect reasonably necessary for Architect to perform its services regarding requirements for and limitations on the Project, including a written program, which may include the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the

Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. Any amount in Owner's budget allocated to design contingencies shall only be used for Owner's changes in the Work and unforeseen changes.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Upon reasonable advanced written request of Architect, the Owner shall furnish surveys or cause Architect to furnish surveys to the extent not included in Architect's services hereunder. Such surveys may describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall, upon reasonable advance written request by Architect furnish, or cause to have furnished, any services of geotechnical engineers when such services are reasonably required by the scope of the Project and to the extent not included in Architect's services hereunder. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Reserved. F.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish, or cause to be furnished, tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless specified in this Agreement or in the Contract Documents to be furnished by other persons.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner in its discretion deems reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide reasonably prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service; provided that the failure of the Owner to provide such notice shall not in any way waive any rights of the Owner under this Agreement.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner will endeavor, to the extent practicable, contemporaneously provide the same communications to the Architect as it does Contractor about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. The Architect agrees to act as the representative of Owner in connection with any communication by or with the Architect's consultants.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, so that Architect's duties and responsibilities set forth in the Contracts for Construction can be coordinated with the Architect's services as set forth in this Agreement.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights:

§ 5.16 Notwithstanding anything to the contrary contained or implied in this Article 5, the Owner shall be responsible to furnish information or services described in this Article 5 only to the extent that any such information or service is reasonably required by the Architect to perform its Services under this Agreement and is requested by Architect in writing. The Owner shall not be responsible for delays in the performance of the Architect's services or the Work due to the Architect's failure to request needed information in reasonable advance of when such information is needed by the Architect to timely and properly perform its Services. Subject to the foregoing the Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary and reasonable under the circumstances presented at the time to the request for information is made for the orderly progress of the Architect's services and Work of the Contractor and its Subcontractors.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total actual cost to the Owner to construct all elements of the Project designed or specified by the Architect, or, to the extent the Project is not completed, the estimated Cost of the Work as reasonably determined by the Architect upon the Owner's budget to construct all elements of the Project designed or specified by the Architect, and shall include contractors' general conditions costs. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

The Cost of the Work does not include Work for which the Architect has performed designs, specifications or drawings designs as an Additional Service. Instead, the Architect's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect, upon Owner's approval, shall be permitted to: i) include reasonable contingencies for design, bidding, and price escalation; ii) determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; iii) recommend reasonable adjustments in the program and scope of the Project; iv) include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget and v) base the Cost of the Work on current area, volume or similar conceptual estimating techniques. Unless otherwise agreed to by Owner, any such contingencies included in the estimate of the Cost of the Work will be an Owner contingency and shall belong solely to the Owner for the purpose of being allocated towards stipulated additional work and for certain unanticipated costs resulting from unusual weather conditions, acceleration in the Work, regulatory changes, and other unforeseen causes as approved by Owner and itemized in an executed Change Order. Any portion of the Owner's contingency that remains when the Work is completed belongs to the Owner.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is

exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, which shall be used exclusively with respect to this Project, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due and not in dispute pursuant to Article 9 and Article 11. This nonexclusive license shall survive termination of this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Causes of action by the parties to this Agreement pertaining to the performance and/or breach of this Agreement shall be deemed to have accrued and the applicable statutes of limitation and repose shall operate as provided by Illinois law. F

§ 8.1.2 Reserved.

§ 8.1.3 Reserved.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to non-binding mediation if agreed to by the parties . If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Reserved.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The non-binding mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction pursuant to Article 8
- Other: *(Specify)*

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Unless Owner is entitled to withhold payment in accordance with this Agreement, if the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. Unless payment in full is received by the Architect within seven days of the date of notice, the suspension shall take effect without further notice. Before resuming services, the Owner shall pay the Architect all undisputed sums due prior to suspension and reasonable, actual out-of-pocket expenses incurred in the interruption and resumption of the Architect's services, provided Architect provides Owner with written documentation evidencing such out-of-pocket expenses. .

§ 9.2 The Owner may suspend Architect's services or the Project at Owner's convenience and without cause at any time upon written notice to Architect. If the Owner suspends the Project for more than thirty consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable, actual out-of-pocket expenses incurred in the interruption and resumption of the Architect's services, provided Architect provides Owner with written documentation evidencing such out-of-pocket expenses. Architect's fees for the remaining services and the time schedules for Architect's services shall be equitably adjusted, if and as appropriate given the stage of the Project at the time of suspension and resumption, and reason for the suspension. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the services in accordance with this Agreement, for breach by the Architect of any provision of this Agreement or for any other reason which is the fault of the Architect.

§ 9.3 If the Owner suspends the Project for more than 120 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than fourteen days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination or suspension of this Agreement as provided in Sections 9.6 and 9.3 respectively, to the extent allowed by this Agreement.

§ 9.8 If the Architect is adjudged as bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Architect's insolvency, or if any provision of the bankruptcy law is invoked by or against the Architect, or if the Architect persistently or repeatedly refuses or fails (except in cases for which extension of time is provided), to perform the Services in accordance with the Agreement, then notwithstanding any other rights or remedies granted the Owner, the Owner may, without prejudice to any other right or remedy, (i) terminate the employment of the Architect and/or (ii) finish the Services by whatever method the Owner may deem expedient. In such case, the Architect shall not be entitled to receive any further payment until the Services are finished and the Owner may be entitled to recover and deduct from any remaining amounts due Architect all damages allowed by law.

§ 9.9 Promptly upon the termination of this Agreement or the Architect's Services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all Instruments of Services prepared by Architect in the performance of its Services under this Agreement, including without limitation all drawings and specifications, and all models prepared by the Architect for the Project prior to the effective date of termination, so as to avoid any delay or increased cost of the Project.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. This Agreement is for the benefit of the Owner and Architect only and there are no third-party beneficiaries.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 Upon Architect's receipt of prior written consent from the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information or any other information prohibited by law from disclosure. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The Architect shall maintain the confidentiality of all information in its possession regarding the Project and this Agreement, and shall require similar agreements with its consultants to maintain the confidentiality of all information regarding the Project and this Agreement. Architect shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, attorneys, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, attorneys, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Architect and any consultant shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Architect or termination of this Agreement for audit, inspection and copying upon Owner's request.

§ 10.11 The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

§ 10.12 Notwithstanding any provision of this Agreement to the contrary, the Owner's review and/or approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy, completeness or correctness

of such documents, and shall in no way create any liability on the part of the Owner (notwithstanding any professional skill and judgment possessed by the Owner) for errors, inconsistencies or omissions in any approved documents.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services for this Project, described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

NA

.2 Percentage Basis
(Insert percentage value)

Fee will be a percentage of the Cost of the Work: 8.75%
Initial budget is set at \$1,250,000.00 which equates to a fee amount of \$109,375.00. .

Final fee will be fixed based on the lower of: 1) the final CD cost estimate established by Architect upon completion of the Construction Document Phase, subject to Owner driven scope changes initiated after the Construction Document Phase; and 2) the total Contract Sum of the construction contract awarded by the Village, subject to Owner driven scope changes initiated after award of the contract.

.3 Other
(Describe the method of compensation)

NA

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed to by Owner and Architect based on a Fixed Fee or Hourly Fee

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, if the Additional Services are authorized by Owner, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As mutually agreed to by Owner and Architect based on a Hourly Fee or a Fixed Fee Not to Exceed Fee

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

As mutually agreed to by Owner and Architect based on aF Fixed Fee or Hourly Fee

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen percent (15 %)
Design Development Phase	twenty percent (20 %)
Construction Documents Phase	forty percent (40 %)
Procurement Phase	five percent (5 %)
Construction Phase	twenty percent (20 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are authorized and properly performed on those portions.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Hourly Rate Sheet

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation – mileage at current federal rate;
- .2 Reserved;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Reserved;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 .10 Reserved; and,
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. Reimbursable Expenses shall not exceed _____ and 00/100 Dollars (\$_____) without prior written approval of Owner. Architect shall provide all supporting documentation of said Reimbursable Expenses.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 No initial payment shall be required upon execution of this Agreement.

§ 11.10.1.2 Reserved.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et. seq.*

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or Owner has disclosed in writing that the services provided fail, in Owner's opinion, to meet Owner's reasonable expectation consistent with the terms and conditions of this Agreement. Notwithstanding the foregoing, Owner may withhold

amounts from the Architect's compensation in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§12.1 The Architect shall at its own cost promptly cure any breach of its obligations under this Agreement. Should Architect refuse or neglect to cure such breach within a reasonable time, taking into consideration the nature of the breach and its impact on the progress or the cost of the Work, after receiving reasonable notice requesting such cure from Owner, then Owner shall be entitled to cure such breach following additional notice of such intended action to Architect, and recover the cost of such cure from Architect. This commitment by Architect is in addition to and not in substitution for, any other remedy which the Owner may have at law or in equity.

§12.2 Architect's Basic Services shall include Services before and after issuance to Owner of the final Certificate for Payment, or in the absence of the final Certificate of Payment, before or after the date of Final Completion, made necessary by (i) failure of performance of a Contractor under any Contract for Construction, when such defects or deficiencies in the Work, or failure of performance resulted from Architect's negligence or errors or omissions in the Contract Documents which it provided for the Project or (ii) breach of the duties or obligations of the Architect under this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect, as modified.
- .2 Building Information Modeling Exhibit, if completed:

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

2026 Billing Rates Sheet
Initial Preliminary Project Schedule

RFQ for Architectural and Engineering Services for Renovation of Office Building Located at 31 W. 680 Army Trail Road for Future Use as Village Hall and Police Department

Consultant Compliance and Certification Attachment

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)