

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

Tuesday, February 17, 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. Plat of Vacation, 34W741 Country Club Road, Easement Revisions

D. Park Commission

VI. Consent Agenda

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

B. Microsystems, Inc. Not to Exceed \$1,800.00

C. Bedrock Earthscapes 2026 Stewardship - \$3,500.00

VII. Items Removed from Consent Agenda

VIII. Ordinances and Resolutions

A. Ord. 26-01; VOW Official Zoning Map 2026

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

C. Res. 26-R-01; MFT 05/01/2025 – 04/30/2026

D. Res. 26-R-02; Approving Employment Agreement VOW and Timothy J. 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**
 - D. Village Attorney's Report – David Freeman**

- 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**
 - C. Finance – Pete Connolly**
 - D. Administration – Karen Kaluzsa**
 - 1. Closed Session-Item B. Appointment, Employment, Compensation
Open Meetings Act 5ILCS 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**
 - 1. Approval ConsultNet Agreement**

- 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. Action Closed Session Item B. Appointment, Employment, Compensation Village Employees
5ILCS120/2 (c) (1)**

- XV. New Business**

- A. Pederson Properties, Rt. 25 IGA**

- 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.



V.C.1

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 11, 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 February 3, 2026, we have reviewed the proposed Plat of Vacation & Dedication of Easement for the above property prepared by Engineering Resource Associates and dated December 29, 2025 (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 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

V.C.1

PIN: 09-23-176-002

PLAT OF VACATION & DEDICATION OF EASEMENT

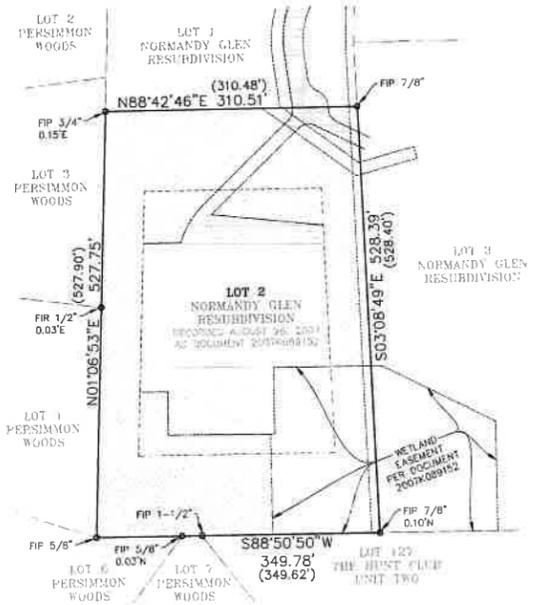
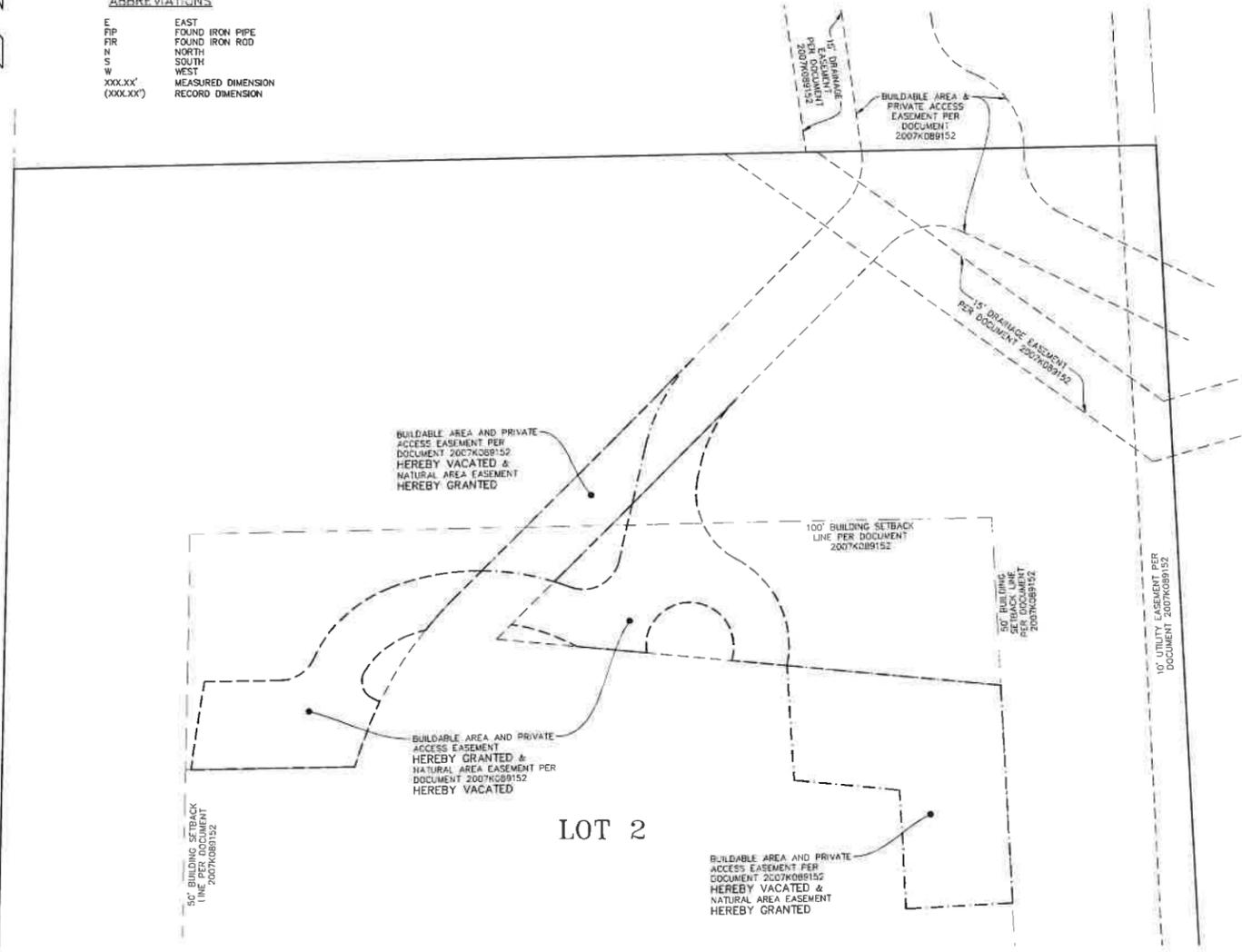
OVER LOT 2 IN NORMANDY GLEN RESUBDIVISION, ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:

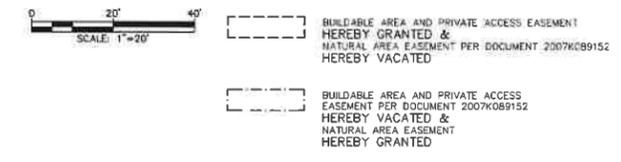
NAME: _____

ADDRESS: _____

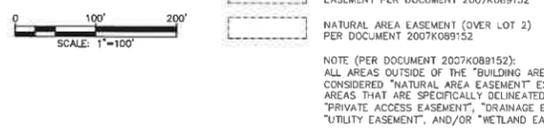
- LEGEND**
- = PROPERTY LINE
 - - -= LOT LINE
 - - -= EASEMENT LINE
 - - -= BUILDING SETBACK LINE
- ABBREVIATIONS**
- E EAST
 - FIP FOUND IRON PIPE
 - FIR FOUND IRON ROD
 - N NORTH
 - S SOUTH
 - W WEST
 - XXX.XX' MEASURED DIMENSION
 - (XXX.XX') RECORD DIMENSION



DETAIL OF VACATION & DEDICATION OF EASEMENT



OVERALL LOT DETAIL



PROPERTY DESCRIPTION:

LOT 2 IN NORMANDY GLEN RESUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 28, 2007 AS DOCUMENT NO. 2007K089152, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND AS SUCH OWNER, AGREE TO THE EASEMENT VACATION AND DEDICATION SHOWN HEREON.

DATED THIS _____ DAY OF _____, A.D., 20____.

CHICAGO TITLE LAND TRUST COMPANY
AS TRUSTEE PER TRUST AGREEMENT DATED OCTOBER 29, 2024
AND KNOWN AS TRUST NUMBER 9002347249
2443 WARRENVILLE RD SUITE 125
USLE, IL 60532-3673

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC SIGNATURE _____

MY COMMISSION EXPIRES ON _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF VACATION AND DEDICATION OF EASEMENT BASED ON MEASURED BOUNDARY DIMENSIONS AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2026.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2026
DESIGN FIRM PROFESSIONAL LICENSE NO. 184-001188
LICENSE EXPIRES APRIL 30, 2027



PLAT OFFICER

STATE OF ILLINOIS)
COUNTY OF KANE) SS

ACCEPTED AND APPROVED THIS _____ DAY OF _____, A.D., 20____.

PLAT OFFICER _____

STORMWATER ORDINANCE ADMINISTRATOR

STATE OF ILLINOIS)
COUNTY OF KANE) SS

ACCEPTED AND APPROVED THIS _____ DAY OF _____, A.D., 20____.

STORMWATER ORDINANCE ADMINISTRATOR _____

ACCESS EASEMENT PROVISIONS

A PRIVATE ACCESS EASEMENT, AS SHOWN HEREON, IS HEREBY RESERVED FOR THE BENEFIT OF LOT 2 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 LOT 2 AND THEIR HEIRS, SUCCESSORS AND ASSIGNS.

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, GRASS, CRUB, 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.

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 SOO OR SEED FOR A LAWN (AND AN IRRIGATION SYSTEM) PLANTING CUSTOMARY RESIDENTIAL SPECIES OF TREES OR PLANTS ON THE LOT.

NOTE:
THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83) 2011 ADJUSTMENT

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: SDS
CHECKED BY: TBM
APPROVED BY: TBM



35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-8268
FAX (217) 555-1902

PREPARED FOR:
DAVID CESAR
1117 KEIM TRAIL
ST CHARLES, IL 60174

TITLE:
PLAT OF VACATION & DEDICATION OF EASEMENT
34W741 COUNTRY CLUB ROAD - WAYNE, IL

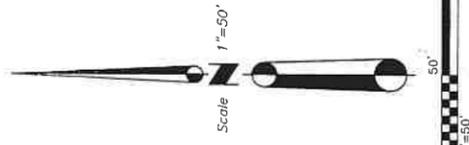
SCALE: AS SHOWN
DATE: 12-29-2025
JOB NO: W24318.00
SHEET 1 OF 1

NORMANDY GLEN RESUBDIVISION

AMENDED FINAL PLAT OF

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.

2007K089152
SANDY WEGMAN
RECORDED - KANE COUNTY, IL
RECORDED: 02/20/07 10:53 AM
REC FEB 05 00
PAGES: 3



LEGEND
--- Property surveyed
--- Boundary from previous subdivision
--- Indicates set open end pipe
--- Indicates concrete monument set
--- Indicates buildable area and private access easement

Note: All areas outside of the "Building Area" in lots ONE, TWO, and THREE are considered "Natural Area Easement" and are hereby dedicated to the "Natural Area Easement", "Private Access Easement", "Drainage Easement", "Utility Easement", and/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 REFLECTED ON THE ORIGINAL PLAT OF SUBDIVISION WHICH WAS RECORDED AS DOCUMENT NO. 2004K154829. AS SUCH, ALL EASEMENTS GRANTED TO THE VILLAGE OF WAYNE, ON SAID ORIGINAL PLAT, ARE HEREBY VACATED.

KANE COUNTY PLANNING AND ZONING CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF KANE }
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, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS WILL BE MADE TO PREVENT SUCH CHANGES FROM CAUSING SUCH SURFACE WATERS INTO PUBLIC AREAS OR DIVISIONS OF LAND. THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED 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
Joseph B. Hill
OWNER OR ATTORNEY

STATE OF ILLINOIS }
COUNTY OF DEKALB }

THIS IS TO CERTIFY THAT I, SHANNY R. VONKAMPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710, HAVE AMENDED THE FINAL PLAT OF NORMANDY GLEN 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. 2004K154829, 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 DESCRIBED AREAS. THE PROVISIONS OF THE PLAT AND SUBDIVISION AS DESCRIBED IS LOCATED IN ZONE "2" AREA DETERMINED TO BE OUTSIDE 100 YEAR FLOOD PLAIN, AS SET FORTH BY THE F.I.R.M. 17089C0259F and 17089C0266F, 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.

Shanny R. VonKampen
SHANNY R. VONKAMPEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2008

FOR: REMPE SHARPE
JOB NO. WES 96220

VILLAGE CLERK'S CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF KANE }

STATE OF ILLINOIS }
COUNTY OF KANE }
ACCEPTED THIS _____ DAY OF _____, 200____.

PATRICIA EAGSTON
VILLAGE CLERK OF THE VILLAGE OF WAYNE, ILLINOIS, DO HEREBY CERTIFY THAT THE AMENDED PLAT WAS PRESENTED TO AND PUBLICLY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF WAYNE, AT 11:00 A.M., 2007.

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

COUNTY HEALTH OFFICER CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF KANE }

STATE OF ILLINOIS }
COUNTY OF KANE }
ACCEPTED THIS _____ DAY OF _____, 200____.

COUNTY HEALTH OFFICER

Prepared by:
William E. Hanna Surveyors
508 Pine Street 60115
Evanston, Illinois
(815) 758-2189
Fax 748-2532
info@hannasurveyors.com
License # 1842807



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.

OWNER'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF KANE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF LOT ONE OF PROPERTY DESCRIBED IN THE AMENDED FINAL PLAT OF NORMANDY GLEN RESUBDIVISION, KANE COUNTY, ILLINOIS, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE 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 27 DAY OF July, 2007.

Jacob K. Kahn
 JACOB K. KAHN
 303 E Main St.
 St. Charles, IL 60174
 (ADDRESS)
 NOTARY'S CERTIFICATE

PATRICIA ENGSTROM, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT **JAMES E. KAHN**, 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 HIS/HER FREE AND VOLUNTARY ACT.

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

Patricia Engstrom
 PATRICIA ENGSTROM
 NOTARY PUBLIC
 OFFICIAL SEAL
 Patricia Engstrom
 Notary Public, State of Illinois
 My Commission Expires 04/02/2009

OWNER'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF KANE)

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 STYLE 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 27 DAY OF July, 2007.

Jacob K. Kahn
 JAMES KAHN
 31 W 237 Country Club Road
 Wayne, IL 60184
 (ADDRESS)
 NOTARY'S CERTIFICATE

PATRICIA ENGSTROM, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT **JAMES E. KAHN**, 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 HIS/HER FREE AND VOLUNTARY ACT.

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

Patricia Engstrom
 PATRICIA ENGSTROM
 NOTARY PUBLIC
 OFFICIAL SEAL
 Patricia Engstrom
 Notary Public, State of Illinois
 My Commission Expires 04/02/2009

OWNER'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF KANE)

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 STYLE 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 27 DAY OF July, 2007.

Diane Kahn
 DIANE KAHN
 31 W 237 Country Club Rd.
 Wayne, IL 60184
 (ADDRESS)
 NOTARY'S CERTIFICATE

PATRICIA ENGSTROM, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT **DIANE KAHN**, 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 HIS/HER FREE AND VOLUNTARY ACT.

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

Patricia Engstrom
 PATRICIA ENGSTROM
 NOTARY PUBLIC
 OFFICIAL SEAL
 Patricia Engstrom
 Notary Public, State of Illinois
 My Commission Expires 04/02/2009

OWNER'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF KANE)

APPROVED THIS _____ DAY OF _____, A.D. 2007.
 ELAN COMMISSIONER, CERTIFICATE
 CHAIRMAN, WAYNE ILL. COMMISSION
 CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
 COUNTY OF KANE)

WILLIAM E. HANNA, VILLAGE TREASURER OF THE VILLAGE OF WAYNE, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

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

William E. Hanna
 WILLIAM E. HANNA
 VILLAGE TREASURER
 VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF KANE)

DANIEL L. CROCK, 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 31 DAY OF May, 2007.

Daniel L. Crock
 DANIEL L. CROCK
 VILLAGE ENGINEER
 COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF KANE)

JOHN A. CROCK, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT 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 GENEVA, KANE COUNTY, ILLINOIS THIS 27 DAY OF July, A.D., 2007.

John A. Crock
 JOHN A. CROCK
 COUNTY CLERK
 COUNTY RECORDER'S CERTIFICATE

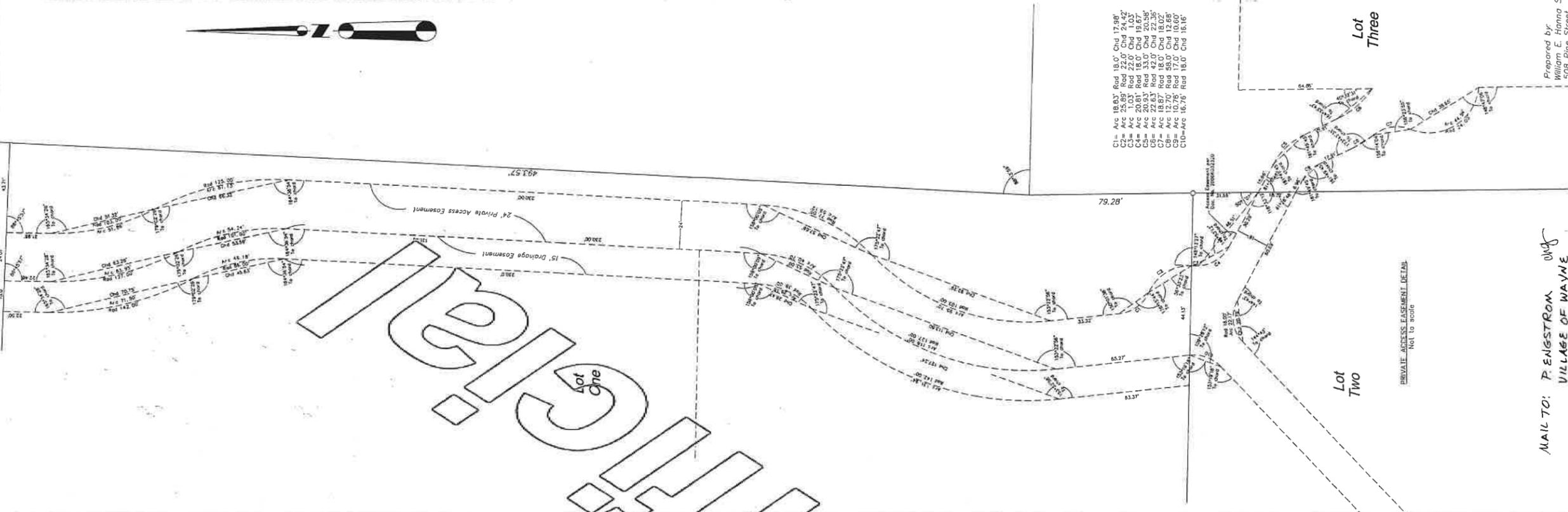
STATE OF ILLINOIS)
 COUNTY OF KANE)

THIS INSTRUMENT NO. 2007K089152 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON THIS 28 DAY OF August, 2007, AT

10:52 O'CLOCK A.M. AND WAS RECORDED IN BOOK _____ OF PLATS, PAGE _____.

Sandy Wegman
 SANDY WEGMAN
 COUNTY RECORDER

COUNTRY CLUB ROAD



- C1= Arc 18.03' Rad 18.0' Chd 17.98'
- C2= Arc 25.89' Rad 22.0' Chd 24.42'
- C3= Arc 1.03' Rad 22.0' Chd 1.03'
- C4= Arc 1.03' Rad 13.0' Chd 1.03'
- C5= Arc 20.81' Rad 13.0' Chd 20.54'
- C6= Arc 22.63' Rad 42.0' Chd 22.35'
- C7= Arc 18.87' Rad 18.0' Chd 18.02'
- C8= Arc 10.75' Rad 17.0' Chd 10.69'
- C9= Arc 10.75' Rad 17.0' Chd 10.69'
- C10= Arc 16.76' Rad 18.0' Chd 16.16'

Prepared by:
 William E. Hanna Surveyors
 508 Pine Street
 DeKalb, Illinois 60115
 (815) 736-2789
 Fax (815) 746-2332
 w.e.hanna@sos.com
 License # 1842807

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



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.

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, REMOVING, REPLACING, CLEANING, ALTERING, AND ENLARGING, REPAIRING, RENEWING, AND MAINTAINING ELECTRICAL CABLE TELEVISION, AND SERVICE CONNECTIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS, AND SUCH APPURTENANCES AND ADDITIONS THERE TO 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 EXCEPT WHERE SPECIFICALLY PERMITTED BY THE WRITTEN AUTHORITY OF THE GRANTEE. 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 OR ANY SUCH IMPROVEMENTS, FENCES, GARDENS, SHRUBS, OR LANDSCAPING REMOVED DURING THE EXERCISE OF THE AFORESAID 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 BUILDING, 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 OF THROUGH SAID EASEMENTS. THE GRANTEE SHALL NOT BE RESPONSIBLE FOR REPLACEMENT OF ANY SUCH IMPROVEMENTS, FENCES, GARDENS, SHRUBS OR LANDSCAPING REMOVED DURING EXERCISE OF THE HEREIN GIVEN RIGHTS. THE GRANTEE SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ITEMS SO REMOVED. DRAINAGE EASEMENT AREAS ARE ALSO USED FOR ELECTRIC TELEPHONE OR GAS DISTRIBUTION SYSTEMS OR COMPONENTS, SUCH 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 GROW AND 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 DREGGED 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.

V.I.B.



YOUR PATH TO BETTER INFORMATION MANAGEMENT

February 5, 2026

Vicki Mostaccio
 Deputy Clerk
 Village of Wayne
 5N430 Railroad Street
 Wayne, IL. 60184

Dear Vicki,

Thanks for the opportunity to quote. Last year you had the same amount of boxes. The prep went up slightly but all else is the same.

CATEGORY	BUILDING and CLERK		
	5 boxes of Building and 1 box of Clerk		
PREP	Leave in folders, unfold oversize, target, unfold as required and light destapling		
REPREP BUILDING	Fold and replace all drawings back into correct folder		
	30 hours x \$19.50		\$ 585
SCANNING PDF	Regular 10,500 x \$.05		\$ 525
	Oversize 350 x \$.90		\$ 315
PAGING for DRAWINGS	350 x \$.05		\$ 18
INDEXING	BUILDING – address		
	CLERK – ord. #, res.# or minute date 360 x \$.18		\$ 65
QC	Inspection of all images – flat rate		\$ 50
FLASH DRIVE			\$ 30
PICKUP/DELIVER	ROUND TRIP material and flash drive		\$ 100
ESTIMATE	Exact image counts are billed		\$1,688

Vicki, please let me know if you have any questions

Sincerely,

Chris Ripkey
 Microsystems, Inc.
 847/205-1986 x13
 www.microsystemsinc.com

January 30, 2026

SERVICE PROVIDER AGREEMENT

Village of Wayne
Attn: Emily Miller, Village of Wayne Trustee
5n430 Railroad Street
P.O. Box 532
Wayne, IL 60184

Re: 2026 Barbara Dunham Dole Wildlife Sanctuary woods, wetland and prairie maintenance

Emily,

The following is a proposal for Bedrock Earthscapes to continue to maintain reclaimed areas in the Barbara Dunham Dole Wildlife Sanctuary to ensure their continued improvement. The areas to be maintained are shown on the attached map outlined in red. Bedrock Earthscapes, LLC looks forward to being entrusted with the ongoing maintenance of this unique and beautiful area in 2026.

DESCRIPTION OF SERVICES TO BE PROVIDED:

Eradication of non-desirable plants is almost impossible in native areas and ongoing stewardship of native areas is needed to control non-desirable plants.

Woodland and wetland maintenance:

Stewardship visits will be made during March, May, July and September. Cutting in March will be done to control woody re-growth and to cut down tall dead herbaceous growth from the prior year. Cutting will be done at approximately 8" to protect the crown of desirable plants. Selective spot herbicide treatments will be made in May, July and September. The purpose of these visits will be a) to control invasive woody and herbaceous plants through cutting and use of appropriate herbicides, and b) to ensure progress toward continually improving the native area health and beauty. All herbicide treatments will be made by a licensed pesticide applicator using non-restricted herbicides in accordance with prescribed material labeling.

Control of woody plants in the prairie:

Cutting and/or herbicide treatments will be made in the prairie area during our March, May, July and September visits to control the growth of non-desirable woody plants in the prairie.

Cost for 2026 stewardship: \$3,500.

Notes:

- No controlled burn is included.
- Service notes will be sent via email after each visit.

Please sign and return one copy of this proposal to authorize Bedrock Earthscapes, LLC to proceed.

Thank you.

Payment:

Billing for the specified maintenance work will be made in two equal amounts, once in May and once in September. Payment will be made in full within 30 days of receipt of billing.

The Owner identified below, by its duly authorized representative, accepts the terms and conditions contained herein. This acknowledges authorization of services described above and the assent of the parties hereto to such terms and conditions.

On behalf of:

Bedrock Earthscapes, LLC



By: William A. Bedrossian

Title: Owner/Managing Member

Accepted on behalf of:

Village of Wayne ("Owner")

By: _____

Title: President, Village of Wayne



The areas outlined in red, and the 1 acre prairie are to be maintained as described.



Enriching life through improving our environment.

VIII. A.

ORDINANCE NO. 26-01

**ORDINANCE APPROVING
THE OFFICIAL ZONING MAP FOR THE VILLAGE OF WAYNE**

WHEREAS, the Village is not a home rule municipality within Article VII, Section 6A of the 1970 Constitution of the State of Illinois and accordingly, acts pursuant to those powers granted to it under 65 ILCS 5/1-1 *et seq.*; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-13-19) establishes that the corporate authorities shall cause to be published no later than March 31st of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year and the Village Board finds, that even without zoning changes, that it is in the best interests of its citizens to regularly update the Village Zoning Map in the Village of Wayne; and

WHEREAS, all hearings required to be held before agencies of the Village took place pursuant to proper legal notice, including publication; and

WHEREAS, the attached map published by the Village shall be the official zoning map.

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 recitals set forth hereinabove are hereby adopted as findings of fact as if said recitals were set forth in their entirety within this Section One.

SECTION TWO: The published zoning map attached hereto as Exhibit A shall be the official zoning map.

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

SECTION FOUR: 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 _____

4917-5684-4430v.1
4917-5684-4430, v. 1

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. 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. 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. 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. 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. 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. 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 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 _____

VIII C- Res 26-R-01



Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
1	DuPage		Original	25-00000-01-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Wayne Illinois that there is hereby appropriated the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/25 to 04/30/26

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Wayne shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Patricia Engstrom Village Clerk in and for said Village of Wayne in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees of Wayne at a meeting held on 02/17/26

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation

RESOLUTION NO. 26-R-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:

Mayor

Village Clerk

EXHIBIT 1

4911-2587-1501, v. 1

EMPLOYMENT AGREEMENT

This Agreement is made and entered into effective as of the 17th day of February 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 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: DISABILITY

Provided the Employee doesn't already receive disability insurance under a separate Agreement, the Employee shall receive disability insurance providing short-term benefits for a non-work-related disability of approximately 50% of Employee's salary, and long-term benefits, after expiration of benefits payable pursuant to the Public Employees Disability Act, of approximately 60% of Employee's salary. Pending obtaining such coverage Employee acknowledges that he is working without such coverage and further acknowledges that, other than any benefit to which he might be entitled that is not provided by the Village, including but not limited to any benefits pursuant to the Public Employee Disability Act [5 ILCS 345/1], he waives any claim against the Village for any disability suffered by him during the term hereof until such coverage is obtained.

SECTION 5: SALARY & BENEFITS

5.1 Employee shall receive an initial salary of \$40,000.00 per year payable in twenty-four (24) installments in accordance with the Village's normal payroll. Upon receipt of satisfactory performance evaluations Employee shall 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

5.2 Employee shall be entitled to 5 days of vacation in calendar 2026. In the event this Agreement is extended by the parties beyond its termination date Employee shall 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.

5.3 Employee shall be entitled to accrue and accumulate sick leave in accordance with the Village personnel manual as amended from time to time.

5.4 The Village shall pay to Employee an annual bonus equal to 10% of Employee's base salary as of March 1st commencing March 1, 2027.

5.5 Provided the Employee doesn't already receive term life insurance under a separate Agreement, the Village shall, at a cost not to exceed that charged for a standard rating, obtain and provide Employee with a term life insurance policy from a company selected by the Village, effective for the term of this Agreement, and having a death benefit of \$100,000.

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

5.7 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.

5.8 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 6: PERFORMANCE EVALUATION

The Village and Employee shall periodically meet and discuss their working relationship, and the Village shall review and evaluate the performance of Employee not less than annually. The Village shall 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 shall further establish a relative priority among those various goals and objectives.

SECTION 7: RETIREMENT BENEFIT

No retirement benefits shall be included if the role is part-time.

SECTION 8: 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
33W622 White Thorn Rd.
Wayne, IL 60184

SECTION 9: GENERAL PROVISIONS

9.1 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.

9.2 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.

9.3 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.

9.4 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

X(, H,)

MEMORANDUM

To:

Village Of Wayne
5N430 Railroad St
Wayne, IL 60184

From:

ConsultNet, Inc.
3755 E. Main St., Suite 110
St. Charles, IL 60174

Date: December 11, 2025

Subject: Pricing Adjustments Effective January 1, 2026

We sincerely appreciate your continued partnership with ConsultNet and the trust you place in us to support your technology needs.

To maintain the high level of service, security, and innovation you expect, we will be implementing pricing adjustments effective January 1, 2026. These changes are driven by rising operational costs and ongoing investments in our platform and support infrastructure. The monthly fees for your services will increase by a total of **\$18.80**, as follows:

- **Endpoint Monitoring & Security:** +\$14 per month
- **Licensing:** +\$4.80 per month
- **Hourly Service Rate:** \$150 / hr. (from \$145)

We value your business and are here to address any questions or concerns you may have. Thank you once again for your loyalty and partnership. We look forward to continuing to support the Village of Wayne throughout 2026 and beyond. Please see page 2 for an itemized explanation of changes.

Sincerely,

Charlie Klemm

ConsultNet, Inc.

charlie@consultnetinc.com

MEMORANDUM (Continued)

Old Invoice Structure and Pricing

Item (as shown on invoice)	Description (as shown on invoice)	Quantity	Unit Price	Extended Price
Security-Huntress-MDR	Huntress Labs Managed Threat Detection - EDR License - This invoice covers the full calendar month of the invoice date	14	\$ 11.00	\$ 154.00
Maintenance-PC-Patch	Remote Management and Monitoring (RMM) - Workstation Maintenance	14	\$ 8.00	\$ 112.00
Maintenance-Virus	RMM/EDR Subscription - Virus protection and monitoring	8	\$ 11.00	\$ 88.00
TOTAL				\$ 354.00

New Invoice Structure and Pricing (Exhibit A)

Item (as shown on invoice)	Description (as shown on invoice)	Quantity	Unit Price	Extended Price
Maintenance-PC-Patch	Remote Management and Monitoring (RMM) - Workstation Maintenance	14	\$ 20.00	\$ 280.00
Maintenance-Virus	RMM/EDR Subscription - Virus protection and monitoring	8	\$ 11.00	\$ 88.00
TOTAL				\$ 368.00

New Invoice Structure and Pricing (Exhibit B)

Item (as shown on invoice)	Quantity	Old Unit Price	Old Total Price	New Unit Price	New Extended Price
Email-365-Defender	38	\$ 2.10	\$ 79.80	\$ 2.20	\$ 83.60
Security-Huntress-Training	4	\$ 3.75	\$ 15.00	\$ 4.00	\$ 16.00
TOTAL			\$ 94.80		\$ 99.60

Regular hourly service requests vary by month and are invoiced separately at the end of the month with work notes included.

Contractual Change Notes

- 1 - Services - Previously, we had separate agreements for exhibit A and exhibit B. Although we are providing the same services, we are now consolidating into a single contract
- 2 - Term and Termination - The previous Office 365 contract was a 1 year term while the original client agreement was month to month. The new agreement combines both into a 1 year term.
- 3 - Payment (same Net30)
- 4 - Confidential Information (No changes noted)
- 5 - Limited Warranty (No changes noted)
- 6 - Data Loss (No changes noted)
- 7 - Warranty disclaimer (No changes noted)
- 8 - Non-Solicitation (No changes noted)
- 9 - General Provisions – A few new sections in here recommended by our attorney

CUSTOMER SERVICE AGREEMENT

This Customer Service Agreement (“Agreement”) is made effective as January 1st, 2026 (the “Effective Date”) and is between ConsultNet, Inc. having its address at 3755 E. Main St., Suite 110, St. Charles, IL 60174 (“ConsultNet”), and Village of Wayne having its address at 5N430 Railroad St, Wayne, IL 60184 (“Client”).

1. **Services.** ConsultNet will provide those services set forth on Exhibits “A” and “B” (collectively the “Services”).

2. **Term and Termination.** This Agreement shall commence on the Effective Date and continue for one year (the “Term”), and shall thereafter automatically renew for successive one-year terms unless either Party provides notice of non-renewal at least thirty (30) days before the expiration of the then-current term or this Agreement is otherwise terminated as specifically provided for herein. If requested by Client, ConsultNet shall continue to provide customer support services to Client in accordance with the terms of this Agreement for a transition period of thirty (30) days after the expiration of the then-current term (the “Transition Period”) on an hourly basis, unless the termination was otherwise due to Client’s default, in which case no Transition Period shall be provided.

3. **Payment.** ConsultNet will invoice Client for the Services on a monthly basis as set forth on Exhibits “A” and “B”, net 30 days. Interest on past due payments will accrue at the rate of one and one-half percent (1.5%) per month. If Client fails to timely make payments when due, ConsultNet may, at its option, without liability and without prejudice to any other remedies it has, (a) suspend performance, decline to provide Services, or stop shipment of any products in transit, and require full or partial payment in advance, or (b) terminate any or all Services and receive reimbursement from Client for its reasonable expenses incurred as a result of such cancellation.

4. **Confidential Information.**

a. **Confidential Information.** Each Party (the “Disclosing Party”) may from time to time during the term of this Agreement disclose to the other Party (the “Receiving Party”) certain information regarding the Disclosing Party’s business, including technical, marketing, financial, employees, planning, customer lists, trade secrets and other confidential or proprietary information (“Confidential Information”). Confidential Information does not include information which (i) is or becomes generally available to the public or generally known in the relevant trade or industry other than as a result of a disclosure by the Receiving Party or its Representatives in violation of the terms of this Agreement, (ii) was within the possession of the Receiving Party prior to it being furnished to the Receiving Party by or on behalf of the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party or any other party with respect to such information, (iii) was developed or obtained independently by the Receiving Party who was not aware and had no knowledge of the content of the Confidential Information disclosed to the Receiving Party under the terms of this Agreement, or (iv) the Receiving Party is required to release pursuant to the binding order of a government agency or a court and any information.

b. **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to those employees or contractors of the Receiving Party who have a need to know such confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party on the expiration or termination of this Agreement, whichever comes first.
- d. Enforcement. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that, in addition to all other remedies available at law to the Disclosing Party, the Disclosing Party shall be entitled to injunctive relief and specific performance as a remedy for a breach of this Agreement by the Receiving Party.

5. **Limited Warranty; Limits on Liability and Coverage.** ConsultNet warrants that Services performed and hardware provided under this Agreement will be free from defects for a period of ninety (90) days after the Service has been performed. ConsultNet shall, at its sole discretion, repair or replace any defective software, product, equipment, hardware or Service ConsultNet installed or provided, or cause the refund of the fees paid by Client for the non-conforming software, product, equipment, or Service. This warranty is expressly conditioned on Client reporting the non-conformance in writing to ConsultNet within the warranty period. This warranty does not apply if the software, product, equipment, or Service provided or installed by ConsultNet: (i) has been altered, except by ConsultNet or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by ConsultNet, or (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident. ConsultNet does not warrant that any software will operate uninterrupted or error-free, and Client understands that ConsultNet is limited by updates which are provided by the third party developer of the software. In addition, ConsultNet does not warrant that any software or any equipment, system or network on which software installed by ConsultNet is used will be free of vulnerability to intrusion or attack.

6. **Data Loss.** Client understands that in the process of working on Client's computer equipment, network, and server, there is a potential for loss of Client's data. While ConsultNet may create backups as it works on Client's computer equipment, network, and server, Client agrees that it has made the necessary backups of its data so that, in the event of such loss beyond ConsultNet's control, the data can be restored. ConsultNet shall have no responsibility for data loss.

7. **DISCLAIMER OF WARRANTIES. EXCEPT AS SET FORTH HEREIN, CONSULTNET EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL CONSULTNET BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUE BY CLIENT, OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT OR ECONOMIC DAMAGES INCURRED OR SUFFERED BY CLIENT ARISING AS A RESULT OF OR RELATED TO THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF CLIENT HAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT WILL CONSULTNET BE LIABLE FOR ANY LOSS OF DATA THAT MAY OCCUR, UNLESS THE CAUSE OF SUCH LOSS OF DATA IS CONSULTNET'S NEGLIGENT OR WILLFUL, WANTON, MALICIOUS AND/OR INTENTIONAL MISCONDUCT. THE TOTAL LIABILITY OF CONSULTNET FOR ALL CLAIMS OF ANY KIND ARISING AS A RESULT OF OR RELATED TO ANY ACT OR OMISSION OF CONSULTNET, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY CLIENT TO CONSULTNET FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM ARISES. FOR PURPOSES OF THIS PROVISION, "NEGLIGENT" MISCONDUCT SHALL MEAN ANY PERFORMANCE OF SERVICES THAT DOES NOT MEET THE MINIMUM STANDARD OF CARE AND/OR PROFESSIONALISM IN THE COMPUTER NETWORKING INSTALLATION AND MAINTENANCE INDUSTRY.**

8. **Non-Solicitation of Employees.** During the Term (or any successor term) of this Agreement and for a period of twelve (12) months following the Term (or any successive Term), Client will not solicit or hire ConsultNet's personnel without the express written consent of ConsultNet. If Client violates this section, Client shall pay to ConsultNet, as liquidated damages and not as a penalty, the sum of \$20,000.

9. **General Provisions.**

- a. Limitation of Liability. To the fullest extent permitted by law, ConsultNet's total liability to Client for any and all claims, losses, costs, expenses, or damages arising out of or relating to this Agreement or the Services provided hereunder, whether in contract, tort (including negligence), or otherwise, shall be limited to the total amount of fees actually paid by Client to ConsultNet under this Agreement. In no event shall Consultnet be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, revenue, data, or business opportunities, even if ConsultNet has been advised of the possibility of such damages.
- b. Indemnification and Hold Harmless. Client shall indemnify, defend, and hold harmless ConsultNet and its officers, directors, employees, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to: (i) Client's breach of this Agreement; (ii) any negligent, unlawful, or willful act or omission by Client or its employees, agents, or representatives; (iii) any claim by a third party arising out of or in connection with the use of the Services provided by ConsultNet, except to the extent such claim is caused by the gross negligence or willful misconduct of Consultant; or, (iv) for ConsultNet's costs, including without limitation staff time and outside attorneys fees, responding to any lawfully issued subpoena relative to the Services.
- c. Governing Law and Venue. This Agreement and each transaction contemplated hereunder shall be deemed to be made under the laws of the State of Illinois. Venue to enforce this Agreement shall exclusively lie in Kane County, Illinois or in the Northern District of Illinois, Eastern Division, Chicago, Illinois.
- d. Force Majeure. Any Party's delay in the performance of any duties or obligations under this Agreement (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood or any other event beyond the control of the Party, provided that the Party uses reasonable efforts, under the circumstances, (a) to notify the other Party of the circumstances causing the delay and (b) to resume performance as soon as possible.
- e. Rights and Remedies Cumulative and Not Exclusive. The failure of either Party to this Agreement to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies that Party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants or conditions. Further, no delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the event any provision contained in this Agreement should be breached by any Party and thereafter duly waived by the other Party so empowered to do it, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f. Attorney's Fees. Should either Party be required to retain counsel in order to enforce or prevent the breach of any provision of this Agreement, that Party shall be entitled to reasonable attorneys' fees and costs for services rendered if such Party prevails.

- g. Notices. Whenever it is provided herein that notice shall or may be given to either Party by the other, it shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless same shall be given or served by: (a) registered or certified mail, postage prepaid, return receipt requested, directed to the address set forth above, or at such other address as either Party may from time to time designate by notice to the other as herein provided; (b) overnight mail; or (c) by email with proof of receipt of same to the email address provided by the Party for communication. Notices shall be deemed effectively given: (a) upon five (5) days after being sent by certified or registered mail, postage prepaid, return receipt requested; (b) upon the next business day after being sent overnight by U.S. Express Mail or by a major U.S. express document courier; or (c) upon receipt of confirmation following transmission by email if sent on a business day during business hours (otherwise, deemed received at the beginning of the next business day).
- h. Assignment. Neither Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent. The foregoing notwithstanding, either Party may assign this Agreement, without the consent of the other, to: (i) a successor entity in connection with a merger, acquisition, or corporate reorganization, or (ii) a purchaser of all or substantially all of its assets, stock, membership interests, or business. In the event of such an assignment, the successor entity shall assume all rights and obligations under this Agreement and continue performance for the remainder of the term. Any other assignment or delegation in violation of this Section shall be void and of no effect.
- i. Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by any Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- j. Scope and Binding Effect of Agreement. The terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of each respective Party and their respective successors, heirs, and assigns. This Agreement shall not inure to the benefit of any third parties.
- k. Independent Contractors; No Agency. The Parties are independent contractors, and no agency, partnership, joint venture, or employee-employer is intended or created by this Agreement. Neither Party is the agent of the other, and neither Party shall have the power to obligate or bind the other Party. Personnel supplied by each Party shall work exclusively for that Party, and shall not, for any purpose, be considered employees or agents of the other Party, and each Party assumes full responsibility for the acts of personnel supplied by it while performing services hereunder and, with regard to any personnel supplied by it, each Party shall be solely responsible for their supervision, direction and control, compensation, benefits, and taxes.
- l. Mutual Negotiation. This Agreement has been freely and voluntarily negotiated by the Parties, each of whom has had the opportunity to consult with legal counsel of their own choosing. The terms and provisions of this Agreement represent the result of mutual negotiation and shall not be construed against either Party by reason of authorship or drafting. Each Party acknowledges that it has read, understood, and agrees to be bound by the terms of this Agreement.
- m. Entire Agreement. This Agreement, including the Exhibits attached hereto, constitutes a complete and exclusive statement, expression and embodiment of the terms, conditions and agreements of the Parties. Each Party acknowledges that no prior course of dealing shall be relevant or admissible to supplement, explain or vary any term of this Agreement; and it is agreed that no prior communication, whether written or oral, shall be deemed or construed to constitute a part of this Agreement. Each

Party acknowledges that there are no promises, terms, conditions or obligations to or under this Agreement other than those contained herein; and that they shall not be bound by any employee's or attorney's interpretation, representations, promises or inducements not expressly set forth in this Agreement.

- n. Duplicate Originals. This Agreement may be executed simultaneously or otherwise in one or more identical counterparts, each of which shall be deemed and construed as an original and all of which shall be construed together to constitute one and the same document. It is agreed by the Parties that in the event of variation or discrepancy between two or more executed duplicate originals, the executed duplicate in the possession of ConsultNet shall control. Faxed and emailed (via PDF) signatures shall be as binding as an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as effective on the date set forth above.

ConsultNet, Inc.

CLIENT: Village of Wayne

Signature

Signature

Name

Guy Bevente

Name

Title

Title

Date

Date



EXHIBIT A

Custom Service Plan Prepared for Village of Wayne

Endpoint Monitoring & Security	Monthly Per Unit Price	Count	Monthly Total
Workstation / Laptop	\$20.00	14	\$280.00
Workstation / Laptop - Virus Only	\$11.00	8	\$88.00
Total Monthly Cost			\$368.00

- The counts above may change on a monthly basis during the contract term. ConsultNet will adjust counts (up or down) to reflect the computers that are actively licensed.
- Monthly Per Unit 'Endpoint Monitoring & Security' Price Includes:
 - Licenses: RMM, Secure Remote-Control, Virus/Malware, 24/7 Managed Threat Detection & Response (Huntress EDR/MDR), Ticketing System
 - Remote monitoring and management of desktops/laptops, servers, and managed devices
 - All preventative maintenance labor
 - Backups of servers; monthly verification and testing of backups
 - Service requests plus travel are billed by the hour
- Hourly Rate: Non-Preventative Maintenance (or Project) labor would be tracked and billed by the hour
 - Remote - \$155 / hour (No minimum, billed at .25 hour increments)
 - On Site - \$155 / hour (.5 Hour Minimum, billed at .25 hour increments)
- Service Level Target (SLT) Response Times: Monday-Friday 8am-5pm
 - **Low** - issue has a low impact, but I would like a resolution (3 business days)
 - **Normal** - issue is a problem for me, but there is a reasonable workaround (24 hours)
 - **High** - issue is preventing me from doing my job (8 hours)
 - **Emergency** - Departments or large groups of users are unable to work (4 hours)
- Not included in service plan
 - Hardware, Software or Equipment
 - 'Project Labor'
 - A Project is a 'MAJOR' infrastructure change
 - Examples are server upgrades/migrations or moving to new office



EXHIBIT B

Subscription Licensing for Village of Wayne

Subscription	Monthly Per Unit Price	Count	Monthly Total
Microsoft Defender for Office 365 (Plan 1) *Term renews April 22	\$2.20	38	\$83.60
Security Awareness Training (Huntress) *Monthly Terms	\$4.00	4	\$16.00
Total Monthly Cost			\$99.60

- 'Cloud Backup (Qty is per TB)': This is the off-site server backup, annual terms
- Microsoft Office 365 licenses are an annual commitment (Microsoft Contract), but invoiced monthly:
 - During the annual term, there cannot be a reduction in Microsoft license counts (but counts can increase as needed)
 - Licenses added during the annual term will have the same pro-rated end date
- Huntress MDR, SIEM and Security Training Licenses are monthly terms