

**AGENDA  
REGULAR MEETING OF  
THE PRESIDENT AND THE BOARD OF TRUSTEES**

**THE VILLAGE OF WAYNE  
5N430 Railroad Street - Wayne, Illinois 60184**

**Tuesday, August 19, 2025  
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)**

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

- A. Plan Commission**
- B. Zoning Board of Appeals**
- C. Engineering**
- D. Park Commission**

**V. Consent Agenda**

- A. Minutes August 5, 2025 – Open & Closed Sessions**
- B. Proclamation – Constitution Week September 17-23, 2025**

**VI. Items Removed from Consent Agenda**

**VII. Ordinances and Resolutions**

- A. Res. 25-R-08; Amending Village Public Comment Rules**

**VIII. Reports of Officers and Action Items**

- A. Clerk's Report – Patti Engstrom**
- B. Treasurer's Report – Howard Levine**
  - 1. Seldon Fox – Professional Services Agreement**
- C. President's Report – Eileen Phipps**
  - 1. Review License Agreement Derby Road**
- D. Village Attorney's Report – Steve Adams**

**IX. Appointments – Village Commissions and Committees – President Phipps**

**X. Reports of Trustees and Action Items**

**A. Public Safety – Pete Connolly**

1. Section 2(c)(1) Item B. Appointment, Employment, and Compensation of Village Employees

**B. Public Works – Mike Dimitroff**

**C. Finance – Pete Connolly**

**D. Administration – Karen Kaluzsa**

**E. Development/Historic and Rural Preservation – Ed Hull**

**F. Building & Zoning – Ed Hull**

1. Sign – Dunham Woods Riding Club

**G. Parks – Emily Miller**

**H. Technology – Guy Bevente**

**XI. Old Business**

**XII. 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.*

**XIII. New Business**

**A. New Employee Hire**

**XIV. Adjournment**

*In lieu of making a comment in person, a member of the public may submit a written comment by email no later than noon on the day preceding the day of the meeting to [clerk@villageofwayne.org](mailto:clerk@villageofwayne.org) and it will be read at the meeting. Written comments should be limited 450 words or less and, when read, are subject to the three-minute time limit for public comment.*

*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.*

**Village of Wayne**  
**PROCLAMATION**  
**Constitution Week 2025**  
**September 17 ~ 23**

**WHEREAS:** September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE I, Eileen Phipps** by virtue of the authority vested in me as **Village President of the Village of Wayne** in the County of DuPage and the State of Illinois, do hereby proclaim the week of September 17 through 23 as

**CONSTITUTION WEEK**

**AND** ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have  
hereunto set my hand and caused the  
Seal of the Village of Wayne IL to be  
affixed.

Village President \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

**VILLAGE OF WAYNE  
DUPAGE AND KANE COUNTIES, ILLINOIS**

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**RESOLUTION NO. 25-R-08**

**A RESOLUTION AMENDING THE VILLAGE PUBLIC COMMENT RULES**

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**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF WAYNE  
DUPAGE AND KANE COUNTIES, ILLINOIS**

**THIS 19<sup>TH</sup> DAY OF AUGUST, 2025**

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**PUBLISHED by authority of the President and Board of Trustees of the Village of  
Wayne, DuPage and Kane Counties, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_**

**VILLAGE OF WAYNE  
DUPAGE AND KANE COUNTIES, ILLINOIS**

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**RESOLUTION 25-R-08**

**A RESOLUTION AMENDING  
THE VILLAGE PUBLIC COMMENT RULES**

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**WHEREAS**, open communication between the public and the corporate authorities of the Village of Wayne ("Village") is of the utmost importance; and,

**WHEREAS**, the Open Meetings Act provides that any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body (5 ILCS 120/2.06(g)); and,

**WHEREAS**, the operations of the Village require that timely and efficient meetings be held so that the essential business of the Village is conducted in a productive manner; and,

**WHEREAS**, in accordance with the foregoing, the Village adopted a public comment policy on July 5, 2023; and

**WHEREAS**, the Village President and Board of Trustees now find that amendments to the 2023 public comments policy are necessary and appropriate, and in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees 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:** The Public Comment Rules of the Village of Wayne shall be and are amended in their entirety and shall hereafter be read as follows:

**VILLAGE OF WAYNE  
PUBLIC COMMENT RULES**

In order to secure the rights of the public to fair and just representation before their elected officials, and to ensure proper order and civility at all village public meetings, the following rules are established, pursuant to Section 2.06(g) of the Illinois Open Meetings Act (120 ILCS 5/2.06(g)):

- A. The agenda for all open meetings shall include "Public Comments."
- B. The Village President or Village Clerk may require persons wishing to speak to sign-in with their name for record keeping purposes. Speakers may provide their address for the record.
- C. Each speaker shall be afforded one (1) opportunity to address the Board during the public comment portion of the meeting.
- D. Prior to speaking, the speaker must be recognized by the Village President, or given consent to address the Village Board by a majority vote of the Board members present.
- E. Public comment is limited to no more than three (3) minutes per person, unless extended by the consent of a majority vote of the Village Board members present.
- F. The total time devoted to public comment at any single meeting shall not exceed thirty (30) minutes. The time limit may be extended by a majority vote of the Board members present.
- G. Public comments at a regular meeting may be related to any subject. Public comments at special meetings shall be limited to topics on the agenda.
- H. The Village President, or their designee, shall notify the speaker when the time allotted has expired. A speaker cannot give their allotted minutes to another speaker to increase that person's allotted time.
- I. Groups of speakers on the same subject shall select a representative speaker in order to avoid repetition.
- J. Public comments should be made in a civil and courteous manner, and should not include vulgar, hostile, threatening, repetitious, or otherwise disruptive comments. Any person who engages in threatening or disorderly conduct when addressing the Village Board shall be deemed out-of-order by the Village President and their remaining time may be forfeited.
- K. Village officials may, but are not required, to answer questions or respond to public comments at the meeting; discussion between speakers and other members of the

audience will not be permitted.

- L. Speakers may submit written comments in lieu of verbal comments, or to supplement their verbal comments, by emailing them, not later than noon on the day preceding the day of the meeting, addressed to [clerk@villageofwayne.org](mailto:clerk@villageofwayne.org). The Village Clerk shall deliver such written comments to the Board President and the Trustees, and the Board President may acknowledge receipt of them during open meetings without reading them verbatim.
- M. The Village President or presiding officer, upon the advice and consent of the Board, may halt or suspend public comment due to non-compliance with these guidelines, may defer the completion of public comments to the next meeting due to the number of speakers or other reasonable grounds, and may determine procedural matters regarding public comment not otherwise addressed by these guidelines.
- N. Public comments shall not be quoted or described in detail in the minutes of the meeting, but the name of the speaker and topic may be included. Written materials submitted during public comment shall not be a part of the minutes, but shall be placed on file in the office of the Village Clerk.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption as provided by law.

**PASSED AND APPROVED this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Eileen Phipps, Village President

ATTEST:

\_\_\_\_\_  
Patricia Engstrom, Village Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF DUPAGE        )

**CERTIFICATION**

I, Patricia Engstrom, the undersigned, do hereby certify that I am the duly appointed and acting Clerk of the Village of Wayne, DuPage and Kane Counties, Illinois, and as such Clerk, I am the keeper of the records and files of the Village President and Board of Trustees of the said Village.

I do further certify that the foregoing constitutes a full, true and complete copy of **Resolution No. 25-R-08** entitled:

**A RESOLUTION AMENDING  
THE VILLAGE PUBLIC COMMENT RULES**

I do further certify that the deliberations of the President and the Board of Trustees on the adoption of said Resolution was taken openly; that the vote on the adoption of said Resolution was taken openly; that the meeting was a regular meeting of the President and the Board of Trustees, at which time a quorum was present; that said meeting was held at a specified time and place convenient to the public; that said meeting was held in strict accordance with the provisions of the Open Meetings Act, as amended, and its procedural rules.

**IN WITNESS WHEREOF**, I have hereto affixed my official signature and the corporate seal of said Village of Wayne, DuPage and Kane Counties, Illinois this **19<sup>TH</sup>** day of **August, 2025**.

\_\_\_\_\_  
Patricia Engstrom  
Village Clerk

(SEAL)



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF DUPAGE )

## CERTIFICATION

I, Patricia Engstrom, certify that I am the duly appointed and acting municipal Clerk of the Village of Wayne, DuPage and Kane Counties.

I further certify that on the corporate authorities of the said Village passed and approved **Resolution 25-R-08:**

## A RESOLUTION AMENDING THE VILLAGE PUBLIC COMMENT RULES

The pamphlet form of **Resolution 25-R-08**, including the Resolution and the cover sheet thereof, was prepared and published in pamphlet form by posting same at the Wayne Village Hall, on **August 19, 2025**. Copies of such resolution were also available for public inspection upon request in the Office of the Village Clerk.

Dated at Wayne, Illinois this 19<sup>th</sup> day of August, 2025

(SEAL)

# Selden Fox

Accounting for your future

One Parkview Plaza, Suite 710 | Oakbrook Terrace, IL 60181 | [www.seldenfox.com](http://www.seldenfox.com)  
p 630.954.1400 | f 630.954.1327 | [email@seldenfox.com](mailto:email@seldenfox.com)

July 31, 2025

Board of Trustees  
Village of Wayne  
5N430 Railroad Street  
Wayne, Illinois 60184

Attention: Mr. Howard Levine, Village Treasurer

Ladies and Gentlemen:

This letter will confirm our understanding of the terms, objectives and limitations of our engagement to provide professional services to the **Village of Wayne, Illinois**, (Village), for the year ending April 30, 2026. Please read it carefully to ensure that it is acceptable.

The objective of this engagement is to assist you with certain accounting needs for the year ending April 30, 2026. We will assist management with the following duties:

- Assist in the development of the annual budget and tax levy
- Develop monthly financial reports generated from QuickBooks for Board packets
- Prepare monthly bank reconciliations
- Additional ad hoc procedures upon written request

The financial reports generated from QuickBooks are not a substitute for the preparation of financial statements in accordance with generally accepted accounting standards in the United States of America. Deliverables will not be prepared on Selden Fox, Ltd.'s letterhead or contain references to Selden Fox, Ltd. These deliverables may be prepared on your letterhead or contain your logo, as instructed by you.

Each deliverable will be provided to the Project Sponsor and other members of management, as applicable, for their review. Each deliverable is considered an internal report or deliverable that may be distributed as you determine to be appropriate for your needs.

Selden Fox, Ltd may periodically provide a summary letter or communication specifying deliverables that have been provided to you. Neither our letter, nor a copy thereof, should accompany any deliverables shared externally. If you attach your own letter when deliverables are shared externally, you agree that such letter will exclude all references to Selden Fox, Ltd. Further, our role in supporting your internal functions or other projects may not be disclosed to third parties without our written consent.

We will perform our services in accordance with the Statement on Standards for Consulting Services, issued by the American Institute of Certified Public Accountants ("AICPA"). Such services do not constitute an audit, review, or any other attestation service as those services are defined in AICPA literature applicable to such engagements. Accordingly, these services will not result in the issuance of a written communication to third parties by Selden Fox, Ltd. regarding financial data or internal controls, expressing an opinion or conclusion or obtaining or providing any form of assurance.

The above professional services will be based on information you provide to us. We will perform our services under the assumption that all information you submit is true, complete and accurate according to documents and other information retained in your files or communications from you. We will not verify or audit this information.

Our engagement does not include any procedures designed to detect errors, fraud, theft, or other wrongdoing. Therefore, our engagement cannot be relied upon to disclose such matters. In addition, we have no responsibility to identify and communicate deficiencies or material weaknesses in your internal controls. You are responsible for developing and implementing internal controls applicable to your operations.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

Selden Fox, Ltd will not make any management decisions or perform management functions on your behalf.

You understand and agree that our services may include advice and recommendations based upon our knowledge, training and experience. However, at all times, the decisions related to implementation of the advice and recommendations we provide are solely your responsibility. We encourage you to consider our recommendations and advice and implement what you believe is best for your company. If you ask us to assist you in implementing any advice or recommendation, we will confirm this representation in a separate agreement.

We require the support of your personnel to achieve timely completion of the engagement. Support includes, but is not limited to, making personnel available to us, providing access to or collecting all relevant documents (paper or electronic), providing timely responses to questions, including requests for your decisions, devoting sufficient resources necessary to help achieve the engagement objectives, and the coordination of meetings. Failure to provide such support in a timely manner may negatively affect our ability to fulfill the requirements in the Engagement Objective, Scope and Deliverables section above within the agreed-upon timeframe.

You will designate a member of your management, who possesses suitable skill, knowledge or experience, (the "Project Sponsor") to oversee the services and conduct of this engagement, including coordination of your resources and review of draft deliverables. You authorize us to accept instructions from the Project Sponsor for this engagement.

You have designated Howard Levine, Treasurer, as the Project Sponsor for this engagement.

The Project Sponsor is responsible for:

- Maintaining appropriate oversight of our client service team;
- Timely reviewing and approving the deliverables prepared by our firm during the engagement; and
- Reporting the results of our services within your reporting structure, including the Board of Directors or others charged with governance.

Our professional standards require us to document that you understand and accept your responsibilities for the following:

- You are responsible to make all management decisions, perform all management functions, and make informed judgments on the results of the services.
- You will evaluate the adequacy of and accept responsibility for the results of such services and determine that they met management's objectives.
- You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

You agree that your management and employees are ultimately responsible for the proper recording of transactions in the records, the safekeeping of assets, and the accuracy of your trial balance and financial statements. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Our professional fees for the foregoing services will be billed at rates determined by the nature of the services and the degree of skill required by our personnel. Added to these amounts would be actual out-of-pocket costs, such as, printing, travel, telephone, photocopying, postage, clerical, tax processing fees, etc.

Invoices will be rendered as work progresses and are payable upon presentation. Our initial fee estimate assumes we will receive the aforementioned assistance from your personnel and unexpected circumstances will not be encountered. We will notify you of any circumstances we encounter that could significantly affect our initial estimate of total fees. Any fees incurred from collection efforts of amounts payable to us shall be paid by the Village. We reserve the right to terminate our services if payment is not made when due. If services are terminated, you agree to pay us for the time expended to date. It is mutually understood and agreed that our liability, if any, arising from the services performed under the terms of this engagement letter will not exceed the fees we have received for this engagement.

The Village, its Board of Directors and management will indemnify Selden Fox, Ltd. and its shareholders, officers and employees or representatives and hold them harmless from any claims, liabilities, losses and costs arising in circumstances where there has been any knowing misrepresentation by a member of the Village's management, employees or agents, regardless of whether such person was acting in the Village's interest.

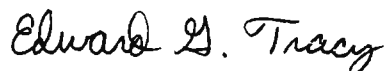
Edward G. Tracy is the engagement officer for the services specified in this letter and is responsible for supervising the engagement and will serve as the authorized signer or authorize another individual when signatures from Selden Fox are required.

We are not hosts for any client information. You are expected to retain all financial and non-financial information to include anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

If the foregoing arrangements agree with your requirements, please indicate by signing the approval statement below. Once e-signed, a fully executed version is available for downloading. We appreciate the opportunity to serve you and trust that our association will be a long and pleasant one.

Very truly yours,

SELDEN FOX, LTD.



Edward G. Tracy  
Executive Vice President

**APPROVAL**

The foregoing is approved by the Board of Trustee of the Village of Wayne, Illinois. You are hereby authorized to proceed with the services as described.

**VILLAGE OF WAYNE**

By \_\_\_\_\_

Title \_\_\_\_\_

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