



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Wednesday, August 06, 2025
[immediately following Village Board Meeting]

CALL TO ORDER

ROLL CALL

APPROVAL OF THE MINUTES

- 1. Approval of the Minutes** for the meeting of the Committee of the Whole from **July 15, 2025.**

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

- 2. Discussion and Recommendation** of a professional services agreement with **Place Foundry, LLC** to provide **economic development consulting** services to the Village of Roscoe.

NEW BUSINESS

3. Discussion of **Main Street Redevelopment Plan** and **Options for Implementation**
- 4. Discussion and Recommendation** of contracting with **McMahon & Associates** to perform engineering and construction management services for the **Riverside Park Pavilion Replacement.**

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Meeting
Tuesday, July 15, 2025

CALL TO ORDER

Trustee Wright called meeting to order at 6:46 pm.

ROLL CALL

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PRESENT

Trustee John Broda
Trustee Dayne Mead
Trustee Justin Plock
Trustee Michael Wright
Village President Carol Gustafson

ABSENT

Trustee William Babcock
Trustee Michael Sima

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **July 1, 2025.**

Trustee Wright asked for a motion for the Approval of the Minutes for July 1, 2025.

Motion was made by Trustee Plock, second by Trustee Broda. Voting yes: Trustees Plock, Wright, Broda, Mead 4-0-2.

PUBLIC COMMENT (limited to 3 minutes per speaker)

No Public Comments

OLD BUSINESS

Tom Green Village Attorney stated that the body (Masonic Lodge) is interested in moving forward with painting over the Mural.

Motion was made to move to the Board.

Motion was made by Trustee Wright, Second by Trustee Mead. Voting yes: Trustees Broda, Plock, Wright, Mead 4-0-2.

Mr. Green will prepare a one-page agreement Resolution for the Board to review before the Meeting that will state that the Masons will be hiring the painter, and the Village will be providing the funds.

1. Discussion and Recommendation of Hold Harmless Letter to the Masonic Lodge of Roscoe.

Tom Green Village Attorney stated that the body is interested in moving forward with painting over the Mural on the Masonic Building.

Mr. Green will prepare a Resolution to Identify the funds that will be devoted to pay the painter.

President Gustafson would like to see a draft pending approval.

Motion was made to move to the Board by Trustee Wright, second by Trustee Mead. Voting yes: Trustees Plock, Wright, Mead, Broda 4-0-2.

2. Discussion and Recommendation of Subdivision Entrance Sign Design Selection for Chicory Ridge and Hawks Pointe

Joe Kurlinkus Village Administrator stated that request letters have been sent to the homeowners asking for permission for the Village to put the signs on the property. He stated that some have come back giving the Village permission.

Motion was made to move to the Board pending on final designs.

Motion was made by Trustee Broda, second by Trustee Plock. Voting yes: Trustees Plock, Wright, Mead, Broda 4-0-2.

NEW BUSINESS

3. Discussion and Recommendation of approval of Anne Hanson attending the Civic Symposium September 11-12, 2025

Anne Hanson HR Director stated she is asking the Board to approve the expenses for her to attend the Civic Symposium Conference that will be held in September. She has stated that she has attended in the past and would like to see if there is something new, updated software information that could be helpful for the Village.

Motion was made to move to the Board.

Motion was made by Trustee Plock, second by Trustee Wright. Voting yes: Trustees Wright, Mead, Broda, Plock 4-0-2.

4. Discussion and Recommendation of approving Hasting Asphalt Services INC for the quoted amount of \$9,819.70 for resurfacing of Leland Park Tennis, Pickleball, and Basketball courts.

Trustee Wright asked if there were any questions or concerns with the resurfacing of the Leland Park Tennis, Pickleball and Basketball courts. there were none.

Motion was made to move to the Board.

Motion was made by Trustee Plock, second by Trustee Broda. Voting yes: Trustees Broda, Plock, Mead, Wright 4-0-2.

5. Discussion and Recommendation of approving Metal Culverts INC. for the quoted amount of \$5,373.25 for the purchase of Metal Culverts For Road Projects.

Brandon Boggs Village Engineer stated that there are three different locations in various subdivisions where they have culverts that are currently failing, they are not part of the residential street project, they are separate area that need attention.

One is at 3rd and Colmore in the fry subdivision, second one is on Silver Hawk Lane in the Sagewood Subdivision and the third is in the Hawks Pointe Subdivision roadway.

Motion was made to send to the Board.

Motion was made by Trustee Plock, second by Trustee Wright. Voting yes Trustees Mead, Plock, Wright, Broda 4-0-0.

6. Discussion and Recommendation of Operational Software and Program Solutions for Village Staff

Trustee Plock stated that he has spoken with the Village staff, due to our Village being understaff it's a bit overwhelming at times. He is interested in looking into some type of software that will help out with the workload.

The Board would like to revisit this on September 16th at Committee of the Whole Meeting after Ann Hanson attends the Civic Symposium.

PUBLIC COMMENT (limited to 3 minutes per speaker)

No Public Comments

PRESENTATIONS

Trustee Wright stated that he has attended one out of the two Public Meetings and would like to thank Brandon and Joe for all of their hard work. They did a great job.

He had stated that he received a call from a person from Hodges Run Subdivision stating Communication is the key and that his wife was a retired engineer that really liked talking to Brandon, he was very personable and had great ideas and thanked him for his assistance.

EXECUTIVE SESSION (IF NECESSARY)

No Executive Session.

ADJOURNMENT

Trustee Wright asked for a motion to Adjourn the meeting. Motion was made by Trustee Broda, second by Trustee Plock. Voting yes Trustees Mead, Wright, Broda, Plock 4-0-2.

Meeting Adjourned at 7:04 pm

AUGUST 5, 2025

VILLAGE OF ROSCOE

5-MONTH CONTRACT EXTENSION PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES

PREPARED FOR:

Carol Gustafson, Village President
Josef Kurlinkus, Village Administrator

PREPARED BY:

David A. Sidney | CEO + Founder
Place Foundry PLLC
dsidney@theplacefoundry.com
theplacefoundry.com

Situation Appraisal

The Village of Roscoe has established a strong foundation through previous planning initiatives:

- Main Street District Blueprint completed with stakeholder consensus
- Initial market analysis and opportunity identification completed
- Property owner engagement frameworks established
- Development concepts prepared for priority sites

This streamlined engagement concentrates on two priority initiatives that deliver maximum economic impact:

1. **Rockton Road Corridor Development**
- Strategic development attraction and implementation
2. **Business District Alliance Formation** -
Establishing sustainable organizational infrastructure

STRATEGIC FOCUS AREAS

Rockton Road Corridor Development:

- I-90 interchange proximity provides exceptional commercial development potential
- Regional traffic patterns support retail and service business attraction
- Infrastructure capacity exists to support strategic development
- Property owner engagement is critical for coordinated development success

Business District Alliance Formation:

- Sustainable organizational structure needed for long-term implementation
- 501(c)(3) establishment provides funding and partnership opportunities
- Business owner coordination essential for district-wide success
- Governance framework required for ongoing economic development initiatives

Scope of Work

TASK 1: ROCKTON ROAD CORRIDOR DEVELOPMENT

Strategic Development Planning:

- Market analysis update for I-90/Rockton Road corridor
- Site-specific opportunity packaging for priority development sites
- Developer recruitment and engagement strategy implementation
- Financial feasibility analysis for targeted development scenarios
- Infrastructure coordination planning with Village departments

Implementation Activities:

- Developer solicitation and RFQ process management as needed
- Property owner engagement and coordination meetings
- Site planning and development concept refinement
- Regulatory and zoning optimization recommendations
- Public-private partnership structuring support

Marketing and Promotion:

- Corridor marketing materials development
- Developer recruitment package creation
- Commercial tenant recruitment support
- Regional promotion strategy implementation
- Success story development and communication

Deliverables:

- Updated market analysis and opportunity assessment
- Developer recruitment materials and RFP documentation
- Site-specific development prospectuses
- Infrastructure coordination recommendations
- Monthly progress reports and quarterly strategic assessments

TASK 2: BUSINESS DISTRICT ALLIANCE FORMATION

Organizational Development:

- 501(c)(3) establishment process management
- Governance structure development and documentation
- Board recruitment and development support
- Operational framework creation
- Initial member recruitment and engagement

Capacity Building:

- Strategic planning facilitation for new organization
- Program development support
- Funding strategy development
- Partnership framework establishment
- Leadership development and training coordination

Implementation Support:

- Legal documentation coordination
- Financial management system establishment
- Communication strategy development
- Event planning and activation support
- Grant identification and application support

Deliverables:

- 501(c)(3) formation documents and legal compliance materials
- Governance structure documentation (bylaws, policies, procedures)
- Strategic plan for Business District Alliance
- Member recruitment and engagement materials
- Funding strategy and grant opportunity assessment

Service Delivery Framework

Item # 2.

INTEGRATED METHODOLOGY

Our approach applies Place Foundry's **Integrated Excellence Approach** across both priority areas:

Phase 1: Strategic Assessment & Launch (Months 1-2)

- Current conditions analysis and opportunity validation
- Stakeholder engagement and priority confirmation
- Resource allocation and timeline establishment
- Business District Alliance formation initiation

Phase 2: Active Implementation (Months 3-7)

- Intensive development recruitment and Alliance operational development
- Coordinated execution across both initiative areas
- Regular stakeholder communication and feedback integration

Phase 3: Completion & Transition (Months 8-9)

- Development project advancement and Alliance full operational launch
- Transition planning for Village-led continuation
- Success measurement and documentation

COMMUNICATION PROTOCOL

- **Bi-weekly Updates:** Email updates to Carol and Josef
- **Monthly Reports:** Comprehensive progress reports to Village Board
- **Quarterly Presentations:** In-person strategic sessions with Trustees (3 total)
- **Ad Hoc Support:** Responsive assistance for time-sensitive opportunities

ANTICIPATED SERVICE ALLOCATION

PLACE MAPPING (15%)

- Market analysis updates and opportunity tracking
- Performance metrics monitoring
- Economic impact assessment

PLACE BLUEPRINT (25%)

- Development scenario planning and visualization
- Site-specific opportunity packaging
- Financial feasibility analysis

PLACE STORYTELLING (20%)

- Marketing materials development
- Stakeholder communication
- Success story development

PLACE IMPLEMENTATION (40%)

- Developer/Retailer recruitment and engagement
- Business District Alliance formation
- Grant writing and funding strategy
- Project management across all initiatives

Pricing

5-MONTH CONTRACT EXTENSION

Professional Fee:

OPTION A: TASK 1 ONLY \$32,500 (\$6,500 per month)

OPTION B: TASK 1 + TASK 2 \$39,500 (\$7,900 per month)

Included Services:

- All activities outlined in Rockton Road Development and Business District Alliance formation
- Bi-weekly updates to Village leadership (adjusted from weekly)
- Monthly progress reports to Village Board
- Quarterly strategic planning sessions (3 total)
- Project management and coordination
- David Sidney as dedicated Project Principal
- Support staff for analysis and implementation

Payment Terms:

- Monthly invoicing through QuickBooks Online
- Net 30 payment terms
- Contract term: 5 months beginning August 1, 2025

EXPECTED OUTCOMES

ROCKTON ROAD CORRIDOR

- Active developer engagement on 2-3 priority sites
- Completed development feasibility analyses
- Advanced development agreements or commitments
- Enhanced corridor marketing and regional visibility
- Coordinated infrastructure planning

BUSINESS DISTRICT ALLIANCE

- Functioning 501(c)(3) organization with active board
- Established operational framework and governance structure
- Initial membership base of 12-15 local businesses
- 1-2 grant applications submitted with funding strategy
- Foundation for ongoing programming and business support services
- Spring 2026 Event

Risks & Assumptions

RISKS

- Economic conditions may affect development feasibility timelines
- Property owner decisions may impact development coordination
- Volunteer capacity for Business District Alliance may require ongoing development

ASSUMPTIONS

- Village staff will provide active support and coordination
- Property owners will maintain engagement in development discussions
- Business community will support Alliance formation efforts
- Village Board will maintain strategic support for both initiatives

Contract Extension Agreement

This 5-Month Contract Extension Agreement is entered between the Village of Roscoe, Illinois and Place Foundry PLLC, extending our previous professional consulting relationship for continued services focused on Rockton Road corridor only or Rockton Road corridor and Business District Alliance formation.

Extension Period: 5 months beginning August 1, 2025 through December 31, 2025

Extension Scope: Professional consulting services as defined in this proposal's scope of work, building upon previous planning work completed in 2024-2025.

Key Personnel: David Sidney as Principal-In-Charge and Jeff Macke as Project Manager

Payment Terms: Monthly invoicing, Net 30 days

Previous Work Reference: This extension builds upon the previous planning initiatives completed under our 2024-2025 engagements.

ACCEPTANCE

THE CONTRACT/AGREEMENT IS NON-TRANSFERABLE AND NON-REFUNDABLE.

I/we, the undersigned, authorize Place Foundry PLLC to provide the professional services outlined above at (please section Option):

_____ OPTION A: \$6,500/month for 5 months and agree that I/we are familiar with and accept the above terms.

_____ OPTION B: \$7,900/month for 5 months and agree that I/we are familiar with and accept the above terms.

CLIENT: Village of Roscoe

CONSULTANT: Place Foundry PLLC

SIGNATURE	SIGNATURE
DATE ACCEPTED	NAME
TITLE	TITLE
DATE ACCEPTED	DATE PROPOSED

PLACE
foundry

Place Foundry LLC
728 North Prospect Street
Suite 101
Rockford, IL 61107

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 4.

Agenda Item: Discussion and Recommendation to Approve Engineering Services Proposal for the Riverside Park Pavilion Replacement

Date: August 1, 2025

Meeting: COTW - August 6, 2025

Prepared by: Josef Kurlinkus

Department: Administration

Overview/Background Information

The Village of Roscoe owns and operates Riverside Park, which includes two pavilions previously assessed by McMahon Associates, Inc. (McMahon) for structural integrity. Following their 2024 evaluation, the Village has opted to remove and replace one of the existing pavilions. The replacement will match the existing pavilion in size (approximately 1,728 square feet) and be constructed as a pre-engineered metal building. The pavilion is located within the Rock River floodway, and no IDNR permits are required, provided the new structure matches the footprint of the existing pavilion.

The Village intends to move forward with a traditional design-bid-build project delivery and requested a proposal from McMahon to provide engineering and construction contract administration services.

Key Issues

Proposal Summary:

McMahon has submitted a comprehensive proposal that includes architectural, structural, civil, electrical, and topographic survey services required for design, permitting, bidding, and limited construction observation. Key elements include:

- Conceptual and technical design of a pre-engineered metal pavilion
- Foundation design and code-compliant structural plans
- Electrical conduit/outlet layout (no lighting)
- Site grading and topographic survey
- Preparation of bid documents and facilitation of the bid process
- Limited, as-needed construction observation

Fiscal Note/Budget Impact

The proposed fees for McMahon's services are as follows:

Design Services (Lump Sum): \$16,730.00 Bid Engineering Services (Lump Sum): \$3,095.00

- Construction Engineering Services (Time & Expense, not to exceed): \$10,375.00

Total Proposal Amount: \$30,200.00

Action Required/Recommendation

Staff recommends approval of the engineering services proposal from McMahon Associates, Inc. for the Riverside Park Pavilion Replacement Project in the amount not to exceed \$30,200.00

Attachments

Engineering Proposal
Structure Report



AGREEMENT

FOR PROFESSIONAL SERVICES

Village of Roscoe
Attn: Mr. Josef Kurlinkus, Village Administrator
10631 Main Street/PO Box 283
Roscoe, IL 61073

July 12, 2025
McM. No. M0032-07-25-00001
Riverside Park Pavilion Replacement

PROJECT DESCRIPTION

The Village of Roscoe (Village) owns and operates Riverside Park. There are two pavilions located within the park and McMahon Associates Inc. (McMahon) had previously evaluated the condition of both. In September of 2024, McMahon provided the Village with reports that considered the overall structural integrity of each pavilion. The Village has reviewed McMahon's recommendations and has decided to remove and replace an existing 1,728 SF pavilion with a new structure. The Village has determined that the new structure will nominally be the same size as the existing pavilion, and the structure itself will be a pre-engineered metal building. The Village would like to install two electrical outlets in the columns of the pavilion for use by park patrons, and has further indicated that no site or pavilion lighting is necessary. The existing pavilion is located within the floodway of the Rock River, and McMahon has verified that special permits will not be required by IDNR as long as the new pavilion essentially matches the existing. The Village has indicated that the project will be delivered by traditional design/bid/construction, and has requested a proposal from McMahon for the engineering and construction contract administration for the project.

SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) agrees to provide the following Scope of Services for this project:

General Services Include:

1. Design
 - a. Attend drawing coordination meeting reviews as required.
 - b. Drawings to be developed in AutoDesk Revit format or Civil 3D, taken to a maximum coordination level of LOD:300.
2. Provide PDF format drawings and specifications for local submittals, bidding, and construction.
3. Submit drawings, specifications, calculations, and documentation as required for applicable agency reviews and permitting.

Architectural Design Services Include:

1. Design
 - a. Develop conceptual architectural drawings for the proposed pre-engineered metal building (PEMB) structure. Included within the PEMB will be connection points for two electrical outlets within building columns.
 - b. Provide technical specifications for architectural design elements.
 - c. Code review.
2. Drawings may include: title sheet, architectural site plan, code sheets, floor and roof plans, building sections and elevation.

Structural Design Services Include:

1. Design
 - a. Develop structural drawings and specifications for pre-engineered metal building (PEMB) foundations. Final foundation plans to be issued upon receipt and review of the final, stamped PEMB submittal.
 - b. Structural design calculations. Design of structural system will be based on current Illinois Building Code.
 - c. Provide technical specifications for structural design elements.
2. Drawings may include: outline specifications and schedules, foundation plans, and foundation details.

Electrical Design Services Include:

1. Design of electrical conduit, wiring and outlets to the pavilion.
2. Drawings may include: electrical site plan and details.

Site Topographic Design Services Include:

1. Topographic survey to facilitate the design of pavilion, grading around the pavilion, electrical layout and best management practices.

Civil Design Services Include:

1. Preparation of a site plan and civil specifications.
2. Drawings may include: civil site plan and details.

Bid Engineering Services Include:

1. Review and respond to contractor Request for Interpretation (RFI's) during bidding.
2. Issue addenda as needed.

3. Conduct a pre-bid meeting.
4. Attend bid opening.
5. Review bid results and provide written recommendation for contract award to the lowest responsive, responsible bidder.

Construction Contract Administration Services Include:

1. Review of contractor submittals.
2. Conduct a pre-construction meeting.
3. Respond to (RFI's) during construction.
4. Provide construction observation. Observation will NOT be full time, and instead will be conducted on an as-needed basis. One observation will generally be conducted when construction activity is occurring on site.
5. Provide construction updates to the Owner as needed.
6. Review and process pay applications.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

1. Electrical design beyond that of providing outlets to the pavilion. Electrical design assumes that the Owner has existing electrical service, and an existing distribution panel with adequate capacity to service the pavilion outlets.
2. Redesign efforts necessitated by changes to site and building layout after planning phase approval or due to project budget reductions after bidding phase.
3. Permit/review fees to municipal/State agencies, including review and recording fees (McMahon will invoice as a reimbursable expense if required).
4. Geotechnical Services including soil borings, geotechnical report, and services during construction.
5. Reproduction of plans and specifications (McMahon will invoice as a reimbursable expense if required).
6. Construction administration services other than those identified in the Proposal.
7. Opinions of Probable Cost of Construction.
8. Record drawings and certifications.
9. Record/final BIM model.
10. Finish color selections.
11. Renderings and animations.

CLIENT RESPONSIBILITIES

The Scope of Services and fee is based upon the understanding that Village of Roscoe will provide the following:

- A. Project information in a timely manner regarding requirements for and limitations to the project which shall establish the Clients objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expansion requirements; equipment; systems and site requirements.
- B. Identify a representative authorized to act on the Client's behalf with respect to the project. Client shall render decisions and submittal reviews by McMahon in a timely manner in order to avoid unreasonable delays in the orderly and sequential progress of McMahon's services.
- C. Establish the overall project budget including the construction cost of the project, the Client's other costs, and reasonable contingency related to all these costs.
- D. Geotechnical Report prepared by a Geotechnical Engineer stating the allowable soil bearing pressures and recommend foundation system.
- E. Coordinate the services of its own consultants with those services provided by McMahon.
- F. Sustainability requirements for the project.
- G. Access to the site and existing drawings.
- H. Receipt and review of bids.
- I. Marking of private utilities.

SPECIAL TERMS (Refer also to General Terms & Conditions, attached)

The Client agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

COMPENSATION

McMahon agrees to provide the Scope of Services described above for the following compensation:

- For Design Services, Lump Sum\$16,730.00
- For Bid Engineering Services, Lump Sum\$3,095.00
- For Construction Engineering Services, T&E\$10,375.00

McMahon will invoice monthly, based upon the percentage of work completed. Invoices are payable within 30 days of receipt. Late payments will be subject to interest at a rate of 1.5% per month. All work to be completed in accordance with McMahon Associates, Inc.'s General Terms and Conditions, copy attached.

COMPLETION SCHEDULE

We are prepared to begin work immediately and will work with you to meet your required schedule.

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within forty-five (45) days from the date of this Agreement.

Village of Roscoe

10631 Main Street/PO Box 283
Roscoe, IL 61073
815-623-2829

McMAHON ASSOCIATES, INC.

1700 Hutchins Road
Machesney Park, IL 61115
815.636.9590 | MGMGRP.COM

Josef Kurlinkus, Village Administrator

Christopher D. Dopkins, P.E.
Associate/Village Engineer

Date

Date

Attachments: General Terms and Conditions

1. STANDARD OF CARE

- 1.1 Services: McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 Client's Representative: McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 Warranty, Guarantees, Terms and Conditions: McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

2. PAYMENT AND COMPENSATION

- 2.1 Invoices: McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 Reimbursables: Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 Changes: The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 Delays and Uncontrollable Forces: Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 Limits: McMahon will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident/Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 Additional Insureds: Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 General: In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 Mediation: If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 Binding Dispute Resolution: If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



September 25, 2024

Village of Roscoe
Attn: Josef Kurlinkus, Village Administrator
10631 Main Street / PO Box 283
Roscoe, IL 61073

Re: Village of Roscoe
Riverside Park
South Pavilion Review
McM No. R0714-07-24-00114

Dear Josef,

McMahon Associates, Inc. (McMahon) has completed our review of the existing open pavilion shelter at the southeast end of Riverside Park in Roscoe, IL. The purpose of this review was to consider the overall structural integrity of the existing pavilion for consideration of proposed improvements, including re-roofing of the building, and to provide recommendations for corrective measures.

McMahon was present on-site on September 10, 2024 to observe the existing pavilion. Please note that our recommendations are based on our visual observations only. No special testing or measurements have been conducted at this pavilion. Further, no existing building plans are available.

Observations

The pavilion structure consists of a wood framed structure, approximately 24-feet by 72-feet in dimensions. It is our understanding that the building is approximately 30 years old.

The roof structure consists of wood purlins at 2-foot spacing, supported by a central board and side wood beams spanning between support posts. Wood trusses appear to have been constructed within the plane of the building at 6-foot spacing; the truss nodes are built from nailed connections, as opposed to the conventional system of truss connector plates. Connections between the purlins and trusses and the supporting wood beams are not readily visible. Knee brace kickers are located between the wood posts and beams, along the long sides of the building. Wood posts are located at 12-foot spacing along the long (bearing) sides of the pavilion, and at 8-foot spacing at the short (non-bearing) ends of the pavilion; the posts are embedded into the ground. A concrete floor slab is poured between the posts.

The pavilion roofing is damaged in multiple locations, and appears to be past its serviceable life.

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Josef Kurlinkus, Village Administrator

The roof framing has a noticeable deformation at several locations. The central roof trusses have a slight sag in the middle of the span. The roof at the middle of the western side has a notable vertical drop; this is likely the result of posts settling into the ground. The roof at the northeast end of the east side has a slight dip at the edge of the overhang.

The wood posts appear to be in decent condition overall, and appear vertical. Vertical wood checks (cracking) are present in most posts, many on multiple faces of the same posts. Posts appear to have shifted, as there is a gap between the slab edge and the posts at several locations. At least one post at the central west side has settled into the ground, with notable vertical deflection present in the roof framing. The northwest column has been damaged, and has been reinforced with wood boards at the concrete slab.

The concrete slab appears to be in good condition overall, with minimal cracking observed. The central portion of the slab has either heaved or settled, resulting in a vertical step in the slab.

Conclusions and Recommendations

Overall, the existing wood pavilion appears to be in serviceable condition. The structural integrity of the pavilion structure appears sound. Most notably, the roofing is past its service life and should be fully replaced.

However, the overall pavilion appears to have shifted or settled, most notably on the west side. With the style of construction (wood posts and beams, with posts embedded in the ground) it would be difficult to vertically plumb the roof framing without reconstructing portions of the building. Recommended repairs would include new concrete foundations and/or new wood posts.

In addition, numerous posts have been observed with wood checking or cracking. Wood checking is a common occurrence in wood timber construction, which results in wood shrinkage from drying of the wood member over time. This cracking typically occurs in one plane of the timber post, and is more of a cosmetic issue than a structural concern given the posts still appear vertical.

Furthermore, the roof framing, specifically the wood trusses, appears to have been field constructed as opposed to shop fabricated trusses with conventional truss connector plates. While certainly valid, this style of construction is not as frequently utilized in current construction. When combined with the observed settlement and checking of the wood posts, the longevity of the structure is in question.

It is McMahon's recommendation that the Village of Roscoe consider replacement of this pavilion structure, rather than rehabilitation of the existing framing and/or reroofing. The pavilion structure itself does not require immediate replacement, though the roof is in poor condition. Therefore, the Village may want to consider replacement of the pavilion in the near future in lieu of reroofing only. The visual misalignment of the framing will continue to be present over the remaining lifespan of the building.

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Josef Kurlinkus, Village Administrator

We appreciate the opportunity to provide this existing building review for the Village of Roscoe. Please feel free to contact our office with any questions regarding these recommendations.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read 'DJB', with a long horizontal flourish extending to the right.

Daniel J. Brellen, P.E., LEED AP
Associate / Structural Engineer

DJB:jlh

Enclosures: Photographs



Photo 01 - Pavilion Exterior Looking South



Photo 02 - Pavilion Exterior Looking North



Photo 03 - Pavilion Exterior Looking East



Photo 04 - Pavilion Roof Corner



Photo 05 - Interior Roof Framing



Photo 06 - Interior Trusses



Photo 07 - Typical Beams To Posts



Photo 08 - Roof Beams At Settled Posts



Photo 09 - Slab Step At Post



Photo 10 - Northwest Post Base