



**CITY COUNCIL WORK SESSION MEETING**

**CITY COUNCIL CHAMBERS**

**109 EAST OLIVE STREET; BLOOMINGTON, IL 61701**

**MONDAY, JANUARY 11, 2016; 5:55 PM**

1. Call to Order
2. Roll Call
3. Public Comment
4. Presentation on the Hybrid option for Lutz Rd., Improvements under the existing Design Contract with Maurer-Strutz, Inc.. *(Presentation by Jim Karch, PE CFM, Director of Public Works 10 minutes, Council discussion 15 minutes.)*
5. Presentation on Budget Taskforce Recommendations regarding Bloomington Golf. *(Presentation by David Hales, City Manager and Eric Veal, Assistant Director of Parks, Recreation and Cultural Arts 10 minutes, Council discussion 15 minutes.)*
6. Adjourn (approximately 6:45 p.m.)



## WORK SESSION AGENDA ITEM NO. 4

FOR COUNCIL: January 11, 2016

**SUBJECT:** Presentation on the Hybrid option for Lutz Road, Improvements under the existing Design Contract with Maurer-Stutz, Inc.

**RECOMMENDATION/MOTION:** Presentation only.

**STRATEGIC PLAN LINK:**

- 2. Upgrade City Infrastructure and Facilities.
- 4. Strong Neighborhoods.

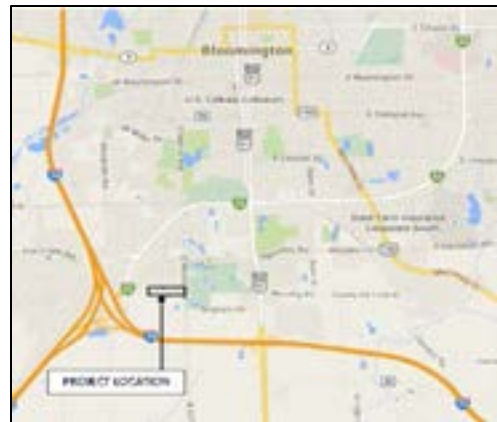
**STRATEGIC PLAN SIGNIFICANCE:**

- 2a. Better quality roads and sidewalks.
- 4a. Residents feeling safe in their homes and neighborhoods.

**BACKGROUND:** Lutz Road in southwest Bloomington is a street built to rural standards. Located west of Morris Avenue, Lutz Road is narrow, with narrow shoulders, no curbs, no sidewalks, and poor drainage. As the City has expanded, part of Lutz Road has taken on suburban character. The Luther Oaks retirement community, the expanding Wittenberg Woods subdivision and Trinity Lutheran School are now in this neighborhood.

In November 2013, the Council approved a design contract with Maurer-Stutz, Inc. to perform a preliminary engineering study evaluating various potential improvements to Lutz Road and prepare plans, specifications and estimates for the improvement option preferred by the City. As part of the study, residents of Luther Oaks, City staff, Councilman Sage, and consulting project designer Maurer-Stutz, Inc. have been in discussions about how to make this road safer.

Maurer-Stutz prepared three options, which are explained below. The firm and City staff agree that the “Hybrid Option” for road reconstruction of Lutz Road is the preferred option. City Council concurrence is needed before preparation of engineering design documents for the Lutz Road improvements can move farther along.



1. Rural Option. Estimate: \$491,040. The road would be improved but the existing rural standards would remain. The street would have two 10-foot lanes, 2-foot shoulders and no sidewalks.
2. Urban Option. Estimate: \$862,080. This would be a two-lane street, with curb and gutter on both sides and 13.5-foot lane widths. The City would be required to purchase right-of-way on the south side of the street. All evergreens lining the street now (some of them are pictured above) would have to be removed. Drainage work would cost 20 times more than the Rural Option. A sidewalk would be constructed on the north side of the street.
3. Hybrid Option. Estimate: \$660,120. Curb and gutter, inlets and sidewalk (urban elements) would be built on the north side only. The south lane would have a shoulder instead of curb and gutter. Lanes would be 11 feet wide. Drainage elements of the project would be \$87,000 compared to \$107,000 for the Urban Option. Under the Hybrid Option cost of right of way acquisition and easements would be \$5,400 compared to \$30,000 for Urban. The south portion of the street could be upgraded at a later time, should the City choose to do so. The tree lane on the south side of the road would remain intact for now.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** An informational meeting with residents of Luther Oaks was held on June 18, 2014 at the retirement facility. Luther Oaks Resident Association president, Herm Harding, wrote to the City endorsing the Hybrid option on behalf of the Resident Council. Luther Oaks Executive Director Tim Kmetz also wrote to the City with an endorsement of the hybrid option.

**FINANCIAL IMPACT:** The existing design contract with Maurer-Stutz Inc. includes funding for the engineering design of the roadway improvements. Council approved Professional Engineering Services Agreement with Maurer-Stutz Engineers and Surveyors for the Design of Lutz Rd. Improvements: Morris Ave. to Luther Oaks on November 13, 2013, Item 6E in the amount of \$59,144.61 out of Capital Improvement-Engineering Services account (40100100-70050). As of January 11, 2016, \$24,030.89 is available on Purchase Order 20140337 for the proposed work. The cost will not exceed the available encumbrance balance of \$24,030.89. The timing and funding source for the road construction is undetermined at this time. Potential funding options for the future construction include the general tax stream in the General Fund, Local motor fuel tax, or from G.O. bonds should the Council act on a proposed bond-financed infrastructure initiative.

Maurer-Stutz Inc. estimates of Lutz Road reconstruction options			
	RURAL OPTION	URBAN OPTION	HYBRID OPTION
Earth Excavation/Embankment	\$35,000	\$30,000	\$15,000
Pavement Removal	\$35,700	\$35,700	\$35,700
Seeding	\$5,000	\$6,000	\$2,000
*Agg Base and HMA Pavement	\$212,200	\$287,500	\$231,300
Curb and Gutter	-	\$93,300	\$46,900
Aggregate Shoulder	\$15,300	-	\$7,900
Sidewalk	-	\$53,900	\$53,900
Drainage Items	\$5,000	\$107,000	\$87,000
ROW and Easements	\$36,000	\$30,000	\$5,400

Utility Relocations	\$65,000	\$75,000	\$65,000
<b>Sub Total</b>	<b>\$409,200</b>	<b>\$718,400</b>	<b>\$550,100</b>
20% Contingency	\$81,840	\$143,680	\$110,020
<b>Grand Total</b>	<b>\$491,040</b>	<b>\$862,080</b>	<b>\$660,120</b>
<i>*These costs assume Hot Mix Asphalt pavement. Add 20% for concrete pavement option</i>			

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Engineering Technician I, Public Works

Reviewed by: Jim Karch, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales, City Manager

**Attachments:**

- Feasibility Study by Maurer-Stutz Inc.
- Letter from Luther Oaks Resident Association President
- Letter from Luther Oaks Management Staff
- November 25, 2013, Council memo and contract with Maurer-Stutz, Inc.

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Motion: Presentation only

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

# FEASIBILITY STUDY FOR LUTZ ROAD IMPROVEMENTS

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*BLOOMINGTON, ILLINOIS*

*Project Owner:*

*City of Bloomington*

*Project Designer:*

*Maurer-Stutz, Inc.*

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## EXECUTIVE SUMMARY

A study was performed on the 0.35 mile segment of Lutz Road from just west of the Luther Oaks Residential Community easterly to the intersection with Morris Avenue. The existing roadway is outdated and has geometric and structural deficiencies. The goal of the study was to determine the impacts of potential treatments and to develop opinions of costs associated with providing a safer and more accessible roadway. Characteristics evaluated and discussed included lane widths, pavement condition, cross slope, roadway drainage, roadside hazards, profiles, sight distances, intersection geometrics, crash history, signing, pavement marking, lighting, entrances, mail delivery, utilities and existing right-of-way.

Numerous treatments were considered and then refined into three basic alternatives:

Rural Design which includes minimal pavement widening and redesigned roadside ditches. This design option has an estimated construction cost of \$441,040.

Urban Design which includes full pavement widening, grading for future sidewalk north of Lutz Road, and full curb and gutter and storm sewer design. This design option has an estimated construction cost of \$862,080.

Hybrid Design which includes significant roadway improvements along the north side, including pavement widening, curb and gutter, storm sewer, and grading for and construction of a sidewalk north of Lutz Road. Along the south side of Lutz Road, this alternative is intended to minimize any impacts so there would be no widening and only a narrow aggregate wedge shoulder. This design option has an estimated construction cost of \$660,120.

It was determined that the Hybrid Design would be the most cost-effective treatment for the City since it would address current safety concerns and allow for future improvements while minimizing impacts to the existing properties that are currently along the south side of Lutz Road.

# INTRODUCTION

A study was performed on the 0.35 mile segment of Lutz Road from just west of the Luther Oaks Residential Community easterly to the intersection with Morris Avenue in the City of Bloomington. (See Figure 1 Below) It is a two-lane rural roadway which provides primary access to Luther Oaks. There are also three rural residences, each of which appears to have some type of commercial activity along the south side of Lutz Road within the study limits. The existing roadway is narrow, at approximately 15-16 ft wide, and the existing ditches are insufficient to provide adequate drainage away from the roadway.

The residents of Luther Oaks have asked the City of Bloomington to evaluate the existing travel conditions and user safety of this segment of Lutz Road.

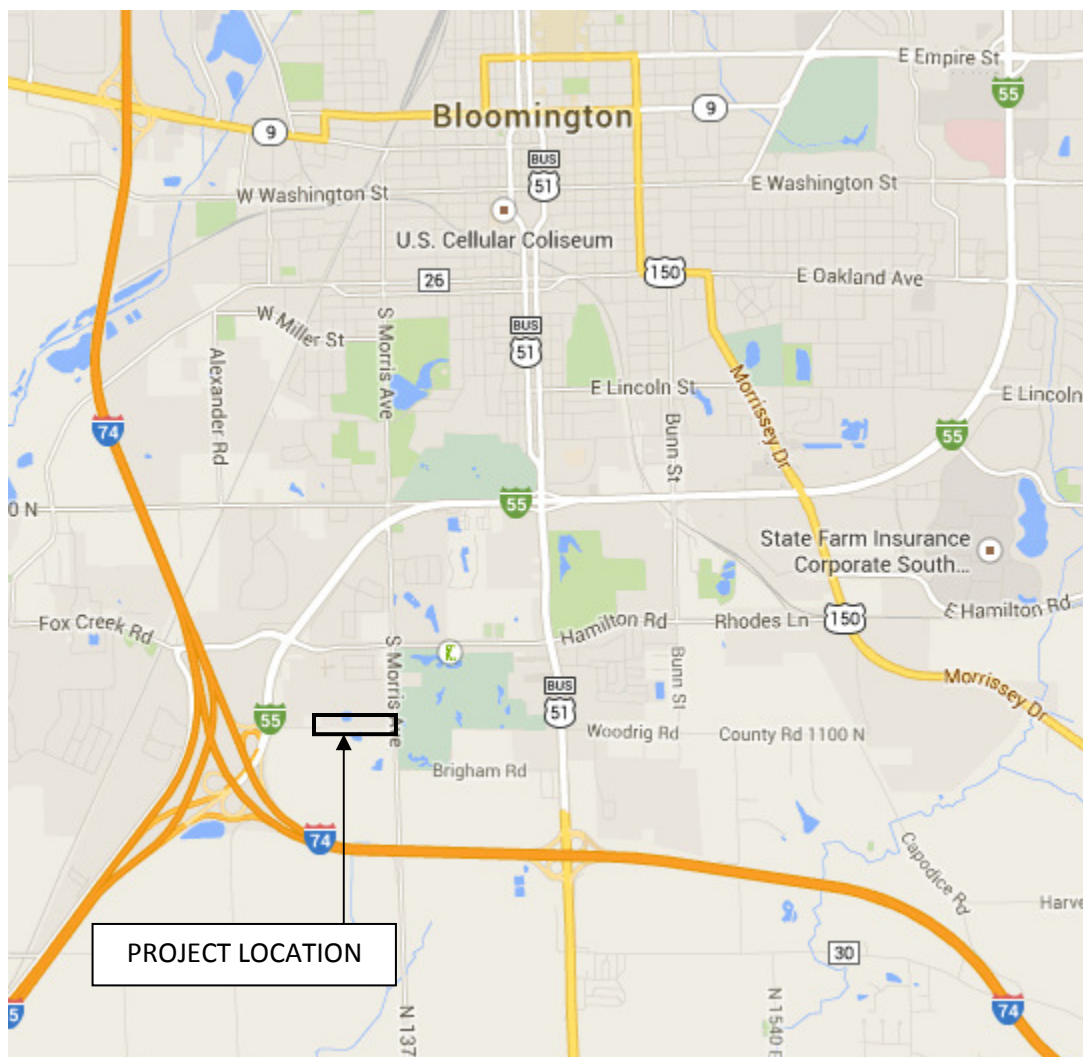


FIGURE 1 – Location Map



The IDOT *Bureau of Local Roads and Streets (BLRS) Manual* was the primary source used to determine the design guidelines for the Lutz Road improvements. The IDOT *Bureau of Design and Environment (BDE) Manual* and the *City of Bloomington's Manual of Practice* were also referenced in situations where additional guidance was required.

In IDOT's 5-year Classification Map for the Bloomington-Normal area, Lutz Road is classified as a local street, while Morris Avenue is a major collector. (See Figure 2 Below) The ADT was recorded along Lutz Road in March 2014 and determined to be approximately 350, while the 2009 ADT of Morris Avenue from the City of Bloomington Traffic Volume Map was 2020. Lutz Road is currently posted at 30 mph while Morris Avenue has a posted speed of 40 mph.

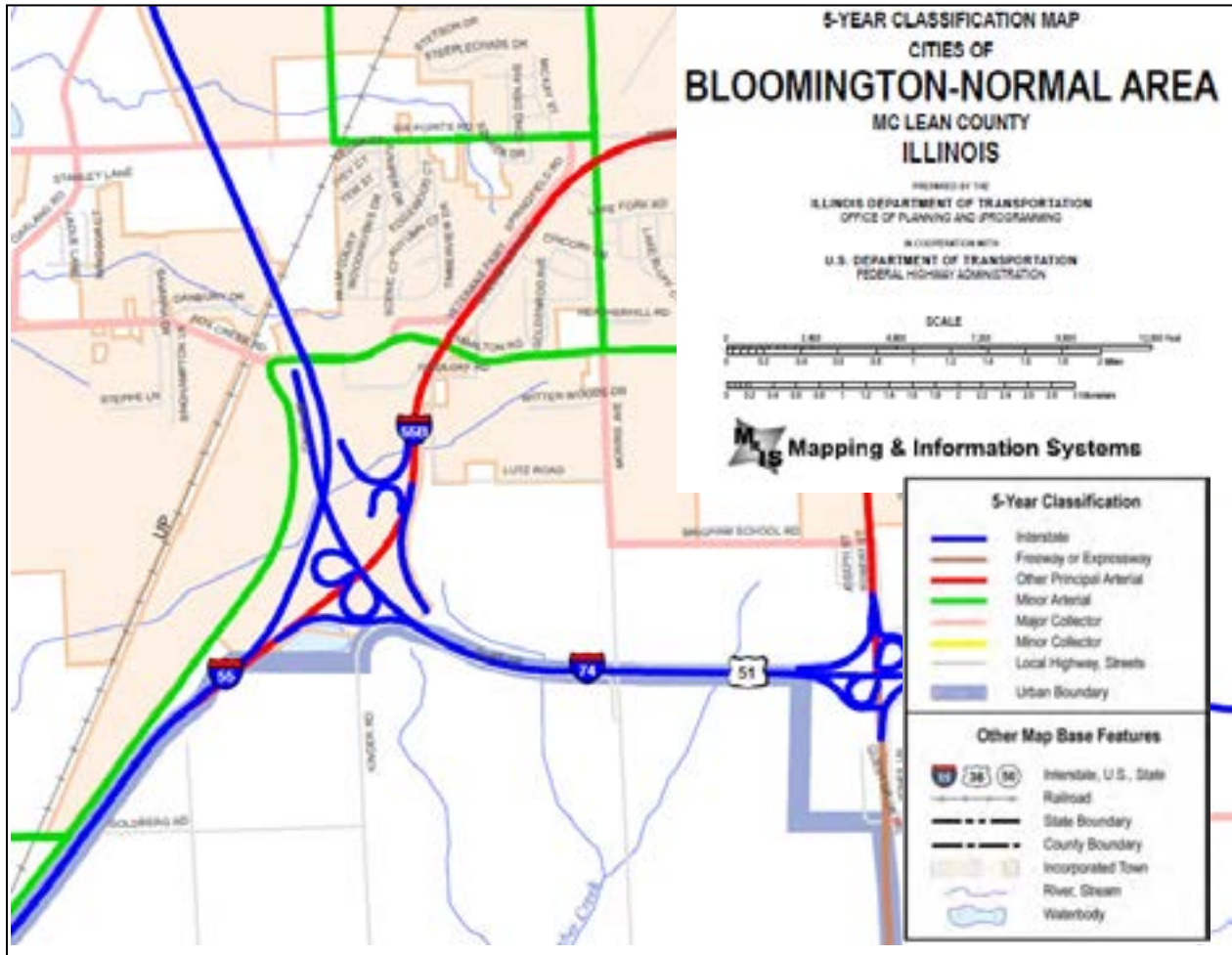


FIGURE 2 – Functional Classification Map

## PURPOSE AND NEED FOR IMPROVEMENT

The goal of the Lutz Road improvements is to provide a safer and more accessible roadway for residents of the Luther Oaks community and other users of Lutz Road. Current conditions make passing an approaching vehicle without encroaching onto the shoulder difficult due to the narrow lane width. Widening the roadway would solve this problem and make Lutz Road safer and more comfortable for travelers. The existing intersection of Lutz Road and Morris Avenue does not allow the recommended BLRS design vehicle (WB 50) to turn onto Lutz Road without encroaching into the opposing traffic lane.

Improving the intersection to accommodate the appropriate design vehicle will make the intersection safer by removing conflicts that currently exist when more than one vehicle is at the intersection. Currently there are areas of insufficient drainage in the ditches at various points along the roadway. Improving the roadway drainage would alleviate these problems and allow for more controlled handling of water runoff that occurs along the project.

## EXISTING CONDITIONS

### Lane Widths

Lutz Road currently consists of a two-lane rural asphalt roadway with lanes that vary between 7.5 ft and 8 ft wide. The paved surface is 16 ft at its widest point. **See Existing Typical Section - Exhibit 1 and Existing Plan Sheets - Exhibit 2.** As determined from site visits, the narrow existing pavement width causes off-tracking problems for opposing vehicles. It also likely occurs during mail delivery to allow for a passing car to proceed. The existing aggregate shoulder varies from 2 ft to 3 ft in width. It is in fair condition with most locations overgrown and/or deteriorated to mostly turf.



**FIGURE 3 – Lutz Road Looking East**

### Pavement Condition

The existing pavement surface is in satisfactory condition, but has recently required patching in several areas. The pavement was cored at several locations as shown in **Exhibit 4-Pavement Coring Detail**. The maximum bituminous surface thickness encountered was 4 inches and the bituminous material is in the latter stages of its service life. There are also areas where the aggregate base beneath the bituminous material is less than 2 inches thick. This lack of adequate pavement structure will result in continued degradation, especially as the traffic increases due to future surrounding developments.

### Cross Slope

The pavement cross slope on Lutz Road varies widely from 0% (flat) to 11.5%. The lack of cross slope in many areas contributes to poor pavement drainage by prohibiting water from leaving the roadway and the widely varying cross slopes not only leads to concentrated flows that accelerate erosion of the shoulder and adjacent ditches, but also impacts vehicle safety, stability and ride quality.

### Roadway Drainage

Drainage along Lutz Road is currently accomplished using roadside ditches of varying conditions. The typical foreslope and backslope conditions meet BLRS policy in most locations along the ditch. However, the ditch profile is too flat in some areas, as standing water was observed in several sections of ditch. Several culverts located along the project are also damaged or silted in. Some erosion is occurring along a section of ditch that is not adequately designed to handle the amount of flow it currently receives (See Figure 4 at Right).



**FIGURE 4 – Lutz Road Ditch**

### Roadside Hazards

Based on the BLRS design standards, the clear zone along Lutz Road is defined as 6 ft from the edge of the traveled way. There are two items that are inside the clear zone along Lutz Road. Both items are cross-road culverts.

### Pavement Profile and Sight Distances

After site visits and performing design calculations on the existing roadway profile, it was determined there are no stopping sight-distance issues. **See Exhibit 3 -Profile Sheets.** The intersection of Morris and Lutz is one-way stop-controlled with a stop sign on Lutz Road. The approach grade of Lutz Road at the intersection is 3%, which is compliant with BLRS standards. The sight distance at the intersection is adequate for all approaches with the exception of a large shrub located in the southwest quadrant of the intersection. This shrub inhibits visibility for drivers that are stopped on Lutz Road at the intersection and are looking to the south. The shrub would need to be removed to restore adequate site distance.

### Intersection Geometrics and Crash History

The turning radii at all corners of the intersection are not large enough for the WB-50 design vehicle, as off-tracking occurs at both radii. A WB-50 design vehicle is unable to make a turn from southbound Morris Ave to westbound Lutz Road or a turn from eastbound Lutz Road to southbound Morris Ave without encroaching into the opposing lane of traffic on either Lutz Road or Morris Avenue. **See Exhibit 5.** There has been only one crash at the intersection since 2000, during snowy conditions. There have been no recorded crashes along Lutz Road.

### Signing

In addition to a stop sign located on Lutz Road at the Morris Ave intersection and one located at the Luther Oaks entrance, there is also a street sign and a weight limit sign along the project corridor. “No Parking” signs are not in place in any location along Lutz Road, and there are no provisions for roadside parking.

### Pavement Marking

There is no roadway striping currently at any location along the Lutz Road corridor. There are centerline and edge stripes along Morris Avenue in the vicinity of Lutz Road.

### Pedestrian Accommodations

There are currently no existing pedestrian accommodations throughout the segment studied even though there are some pedestrian generators in the area (Luther Oaks Residential Community and Luther Oaks School). During site visits, pedestrians have been observed walking on the pavement.

### Lighting

There is sufficient lighting along the existing Lutz Road corridor, as there are six working street lights mounted on wood power poles along the north side of the roadway.

### Entrances

Lutz Road has eleven total entrances along the proposed improvement corridor. Three are commercial, one is residential, five are field entrances, and two are multi-use residential/commercial. One of the field entrances has a grade of 10.4%, which exceeds the IDOT policy of 10% maximum grade. Another field entrance was observed contributing to large amounts of sediment tracking onto the pavement due to muddy conditions from inadequate drainage just beyond the Right-of-Way. (See Figure 5 Below)



**FIGURE 5 – Entrance at Sta. 122+10± RT.**

### Mail Delivery and Mailboxes

Mail is delivered to the three residences via a rural motor route. None of the existing mailbox supports would be considered hazardous.

### Existing Right-of-Way (ROW)

The only recorded public ROW along this segment of Lutz Road is on the north side of the road at the existing Luther Oaks property. At the time this development was sub-divided, 40' north of the section line was dedicated and recorded as public ROW. There is also a planned development being called Wittenberg Woods that runs along the north side of Lutz Road from Luther Oaks easterly to Morris Ave. The preliminary plan of this area of the subdivision that is yet to be developed has the 40' public ROW being dedicated all of the way on the north side. Our investigations and studies could not find any evidence of existing ROW along the entire south side of Lutz Road.

### Existing Utilities

The utilities present along the project corridor include water main, sanitary sewer, gas line, aerial electric lines, and a telecommunication junction box with associated underground cables. All of these facilities run along the north side of Lutz Road between the edge of shoulder out to approximately 45' north of centerline. **See Existing Plan Sheets – Exhibit 2.** There is also a sanitary lift station along the north side of Lutz Road approximately 350' east of the Luther Oaks entrance and an Ameren Electric sub-station along the south side of the road approximately 525' west of Morris Avenue. All of the utilities east of the sanitary lift station are located in the area that is planned to be dedicated to the City as part of the Wittenberg Woods Development. This will likely result in utility relocation costs being the responsibility of the City if the roadway is improved. Potential impacts to any utilities will be discussed further as each alternative is presented.

## **OTHER CONSIDERATIONS**

### Adjacent Land Use and Zoning

As one would expect in an area that lies on the edge of the City boundary, the land adjacent to Lutz Road currently experiences a variety of uses. Along the north side and the western half of Lutz Road, the land is zoned S-2 (Public Lands and Institution District) and is occupied by Luther Oaks, a senior residential community. The eastern half of Lutz Road along the north side is zoned for R-2 (Mixed Residential) but has not yet been developed. The land adjacent to Lutz Road along the south side is zoned R-1 (Single Family Residential) and has three residences along with an Ameren Electric sub-station. Field visits to the area show signs of light commercial activity such as firewood and trucking and also agricultural activity on several of the residential properties along the south side of Lutz Road.

# ALTERNATIVES CONSIDERED

Lutz Road is located in what was formerly a rural area that is transitioning to a suburban area as the adjacent lands are being developed. With this gradual transition from rural to urban in mind, both rural and urban design criteria were considered. Below is a list of the design criteria with the applicable IDOT BLR Policy identified in parenthesis:

- Rural Two-Lane Local Roads (New Construction/Reconstruction)
- Urban Local Streets (New Construction/Reconstruction)
- Rural Two-Lane Local Roads (3R Projects)
- Urban Local Streets (3R Projects)

The first two design guidelines listed apply to new construction and reconstruction projects. For these types of projects, the designer often has the flexibility and the available state and federal funding to design the highway to meet the most desirable and stringent criteria possible. As a result, the design criteria for new construction and reconstruction are often not attainable without major and, frequently, unacceptable adverse impacts. Quite often locally funded improvement projects on existing roads must be designed within restrictive right-of-way along with considerable financial limitations. There is also an increased chance for severe utility impacts and even environmental constraints. At the same time, the local agency must exercise the opportunity to make cost-effective, practical improvements to the geometric design of existing highways and streets. IDOT has developed the second two design guidelines listed above (3R Projects) for use in these types of situations.

Taking the above design guidelines into consideration, numerous potential configurations were discussed and ultimately three proposed alternatives for Lutz Road were selected for further study. **See Proposed Typical Sections - Exhibit 6.**

The three alternatives are discussed on the following pages.

## RURAL DESIGN

The rural cross-section considered for Lutz Road applying the BLRS Policies along with an ADT of 350 consists of two 10 ft lanes with 2 ft aggregate shoulders on either side. The 20 ft proposed pavement width would result in pavement approximately 5 ft wider than the existing pavement. To significantly improve drainage, this design would also include roadside ditches with 1:4 foreslopes, 2 ft wide ditch bottoms and 1:3 backslopes to tie back into existing groundlines except in the “sheet flow” areas along a portion of the south side of Lutz Road. (See Figure 6 Below) The radii at the intersection of Lutz Road and Morris Avenue would also be widened to eliminate off-tracking and vehicle encroachments into opposing lanes during turning movements.

This pavement widening at this intersection would result in a need for approximately 300 sq ft of ROW in the NW quadrant and 1000 sq ft in the SW quadrant of the intersection. The 40' ROW to be dedicated along the north side of Lutz Road would be adequate for this design. The ROW requirements along the south side of Lutz Road for this design would likely result in the need to acquire ROW to approximately 25' south of the centerline the entire length of the project. Assuming the apparent/prescriptive ROW line to be at the edge of pavement, this would result in approximately 29,000 sq ft of ROW. An additional 12,000 sq ft of Temporary Easements for the purpose of re-grading drainage ways at culvert outlets and at entrances would also be needed. The existing trees along the south side from Sta 115+00± to Sta 118+00± and the planted landscaping areas along the south side from Sta 122+00± to Sta 124+00± will also be severely impacted. The three existing cross road culverts would be replaced with new, longer pipes and appropriate end sections to accommodate this new typical section.

It appears at least 11 power poles along with numerous down guys would need to be relocated due to pavement and ditch conflicts with this rural design. There would also be a need to relocate some of the underground communication lines and junction pedestals along the north side of Lutz Road since they are only 20' north of the centerline. A preliminary cost estimate for this design is presented later in this report.

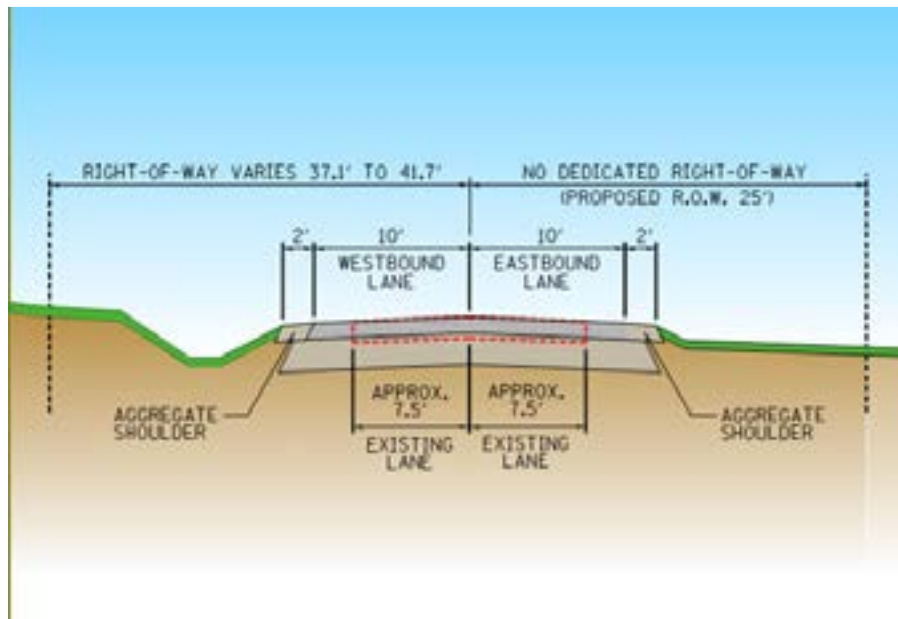


Figure 6 – Typical Section – Rural Design

## URBAN DESIGN

The urban section would follow the *City of Bloomington's Manual of Practice* typical design for urban sections. This design would include a combination concrete curb and gutter Type B-6.18 on both sides of the road with a pavement width of 30 ft face to face. As a result, the proposed lane widths for the urban section would be 13.5 ft each, with a total pavement width of 27 ft. (See Figure 7 Below) This would result in the urban design being up to 12 ft wider than the existing pavement and 7 ft wider than the proposed rural section. With the curb and gutter section, there would then be a need for inlets, manholes and a storm sewer system to handle roadway drainage. Cross road culverts would be replaced with an open storm sewer system to maintain area drainage. The grading for and construction of a 5 ft sidewalk on the north side of Lutz Road was also included in this alternative.

The radii at the intersection of Lutz Road and Morris Avenue would also be widened to eliminate off-tracking and vehicle encroachments which would result in a need for approximately 300 sq ft of ROW in the NW quadrant and 1000 sq ft in the SW quadrant of the intersection. The 40' ROW to be dedicated along the north side of Lutz Road would be adequate for this design. The ROW requirements along the south side of Lutz Road for this design would likely result in the need to acquire ROW to a minimum of approximately 20' south of the centerline the entire length of the project. Assuming the apparent/prescriptive ROW line to be at the edge of pavement, this would result in approximately 20,000 sq ft of ROW. An additional 20,000 sq ft of Temporary Easements for the purpose of re-grading the areas behind the curb, the drainage ways and the entrances would also be needed. The existing trees along the south side from Sta 115+00± to Sta 118+00± and the planted landscaping areas along the south side from Sta 122+00± to Sta 124+00± will also be severely impacted.

It appears at least 13 power poles along with numerous down guys would need to be relocated due to pavement, curb and gutter and sidewalk conflicts with this rural design. There would also likely be a need to do some spot relocations of telecommunication lines to accommodate proposed storm sewers.

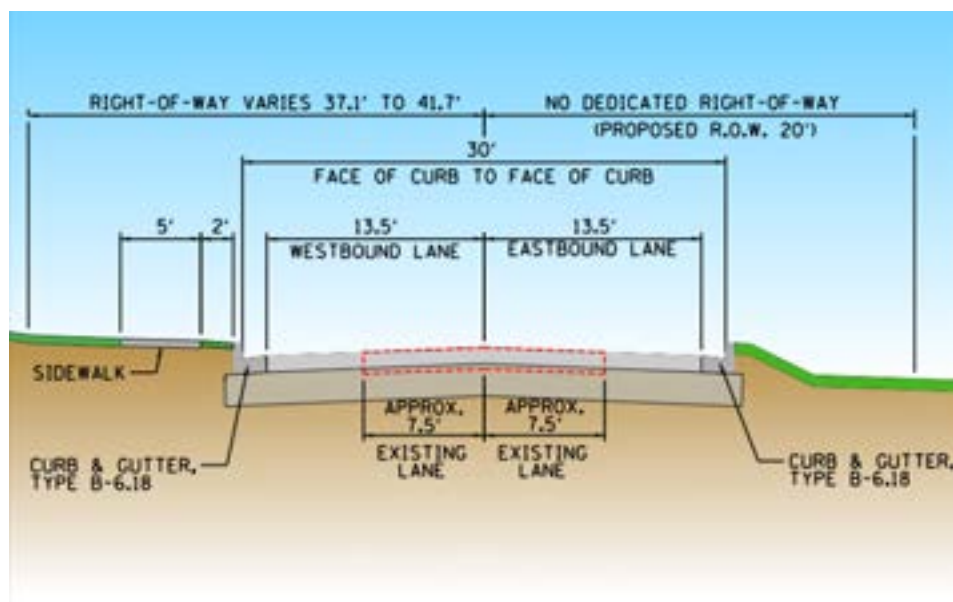


Figure 7 – Typical Section – Urban Design



## HYBRID SECTION

After review and discussion of the proposed rural and urban design presented earlier, it was decided that a hybrid section would be developed and evaluated. The hybrid design would consist of 22 ft wide pavement (two 11 ft lanes) (See Figure 8 Below). This design would include the south edge of the new pavement being located in the same place as the existing south edge of pavement, with only a small aggregate shoulder wedge to taper back into existing ground with minimal impacts. This section also includes a Type B-6.18 combination concrete curb and gutter along the north side of the road. This design results in the pavement being 2 ft wider than the rural section and 7 ft wider than the existing road. All of the widening will happen along the north side of Lutz Road. On the north side where the curb and gutter will be located, there will be a need for inlets, and some type of a storm sewer system to handle roadway drainage. Cross road culverts would be replaced with newer culverts that would also act as storm sewer outlets to maintain area drainage. This section also includes the grading for and construction of a 5 ft wide sidewalk to the north of Lutz Road. Since the westbound lane is a full build out in this alternative, in the future, only the eastbound lane of Lutz Road would need to be improved should the City decide to expand the roadway to a full urban section (curb and gutter on both sides of the pavement). The main advantage to this design is that impacts to the rural properties along the south side of Lutz Road would be minimal. The existing trees and landscaping along the south side of the road could remain.

The radii at the intersection of Lutz Road and Morris Avenue would also be widened to eliminate off-tracking and vehicle encroachments which would result in a need for approximately 300 sq ft of ROW in the NW quadrant and 1000 sq ft in the SW quadrant of the intersection. The 40' ROW to be dedicated along the north side of Lutz Road would be adequate for this design. Approximately 10,000 sq ft of Temporary Easements for the purpose of re-grading drainage ways at storm sewer/culvert outlet locations and at entrances would also be needed.

It appears at least 11 power poles along with numerous down guys would need to be relocated due to pavement, curb and gutter and sidewalk conflicts with this rural design. There would also likely be a need to do some spot relocations of telecommunication lines to accommodate proposed storm sewers.

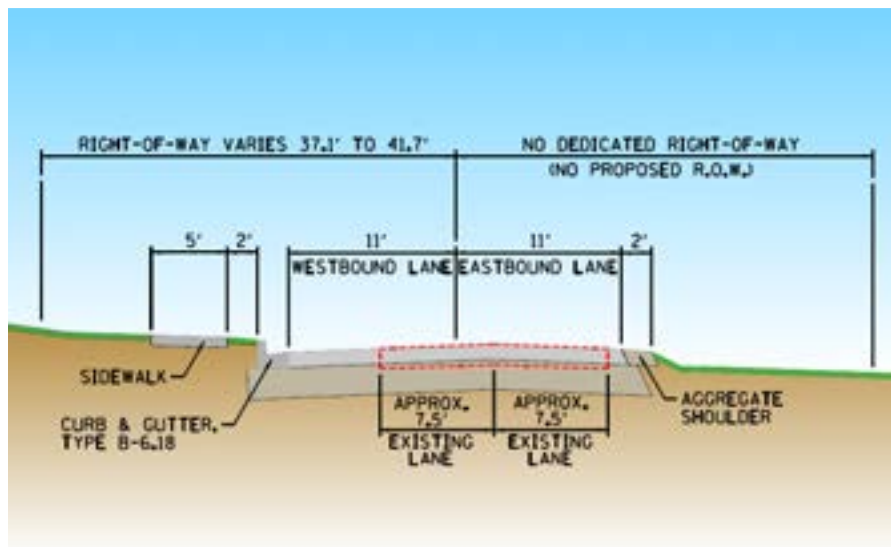


Figure 8 – Typical Section – Hybrid Design

# PRELIMINARY COST ESTIMATES

Preliminary approximate cost estimates were prepared for the Rural, Urban and Hybrid Lutz Road designs and are shown below:

	RURAL	URBAN	HYBRID
<b>Earth Excavation/Embankment</b>	\$35,000	\$30,000	\$15,000
<b>Pavement Removal</b>	\$35,700	\$35,700	\$35,700
<b>Seeding</b>	\$5,000	\$6,000	\$2,000
<b>Agg Base and HMA Pavement*</b>	\$212,200	\$287,500	\$231,300
<b>Curb and Gutter</b>	-	\$93,300	\$46,900
<b>Aggregate Shoulder</b>	\$15,300	-	\$7,900
<b>Sidewalk</b>	-	\$53,900	\$53,900
<b>Drainage Items</b>	\$5,000	\$107,000	\$87,000
<b>ROW and Easements</b>	\$36,000	\$30,000	\$5,400
<b>Utility Relocations</b>	\$65,000	\$75,000	\$65,000
<b>Sub Total</b>	\$409,200	\$718,400	\$550,100
<b>20% Contingency</b>	\$81,840	\$143,680	\$110,020
<b>Grand Total</b>	<b>\$491,040</b>	<b>\$862,080</b>	<b>\$660,120</b>

\*These costs assume Hot Mix Asphalt pavement. Add 20% for concrete pavement option

While the rural section obviously is the least expensive alternate, it only addresses pavement and drainage issues and does not take into consideration any pedestrian access or the severe negative impacts to the landscaping and trees along the south side of Lutz Road.

## TRAFFIC CONTROL AND STAGING

Due to the poor condition of the existing pavement structure, complete pavement removal and replacement will be necessary regardless of the alternative chosen. Access will need to be maintained to all three residences, the Ameren Substation, the sanitary lift station and Luther Oaks at all times. Due to the narrow lane widths, it is not feasible to try and reconstruct Lutz Road one lane at a time. The pavement will likely need to be reconstructed in segments working from one end to the other so that vehicle access to all of these properties is continuous throughout the duration of the construction. Access from the west during these spot closures could be maintained via Greenwood Avenue.

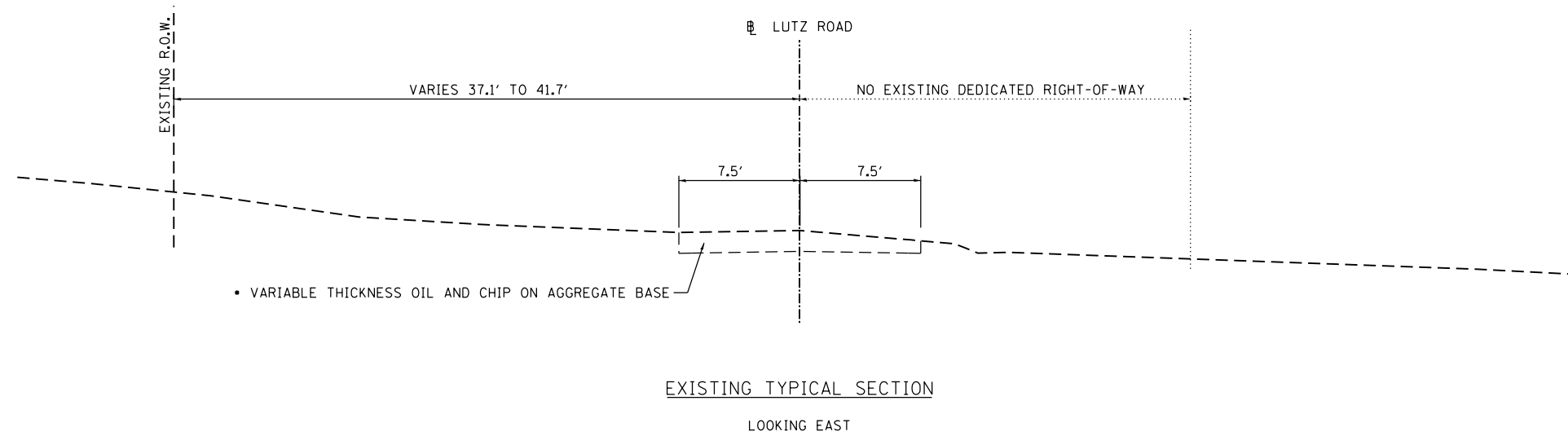
## PUBLIC INVOLVEMENT

The three alternatives were presented and discussed by Public Works Director Jim Karch and Alderman David Sage at a public meeting held at Luther Oaks on June 18, 2014. Nearly 100 residents were in attendance. The feedback from the residents was positive and it is clear that there is a significant amount of public support for modernizing and improving Lutz Road. After the meeting, the City received correspondence from the President of the Luther Oaks Resident Council indicating their support for moving forward with the Hybrid Option and HMA pavement. **See Correspondence from Luther Oaks Resident Council - Exhibit 8.**

## CONCLUSIONS/RECOMMENDATION

It is the design team's recommendation that the studied segment of Lutz Road be improved utilizing the Hybrid typical section and full-depth HMA pavement based on the following reasons:

- There appears to be strong public support for improvements to Lutz Road utilizing the Hybrid option.
- The hybrid section is a significant improvement over the existing conditions. Widening the roadway by up to 7 ft will provide safer and more usable driving lanes. Constructing a consistent 2% cross-slope will also create a more comfortable driving experience and will improve roadway drainage. Installing curb and gutter and storm sewer will increase driver safety and will reduce the need for unsightly ditches and future ditch maintenance. Addition of a 5 ft sidewalk on the north side will eliminate the need for pedestrians to use the pavement.
- The design of the hybrid section simplifies any design and construction of a possible future urban section. The crown of the hybrid roadway will be placed at the same location as the crown of a future urban section, which would eliminate the need for any removal or reprofiling of the hybrid section.
- The HMA Hybrid design is the most cost effective treatment. It would be significantly lower in cost than the full urban build while still addressing the deficiencies of the existing roadway.
- Only the Hybrid alternative would truly reduce adverse impacts to the properties on the south side of Lutz Road. It would allow for the numerous existing evergreen trees and ornamental landscaping to remain in place. Only a few temporary easements would be needed on the south side to re-grade some waterways and driveways. There is a planned subdivision along the north side of Lutz Road that will be dedicating a 40' ROW. This will allow for the urban type construction along the north side of the road without requiring any additional ROW beyond the 40' dedication.



• SEE EXHIBIT 4 - PAVEMENT CORING DETAIL

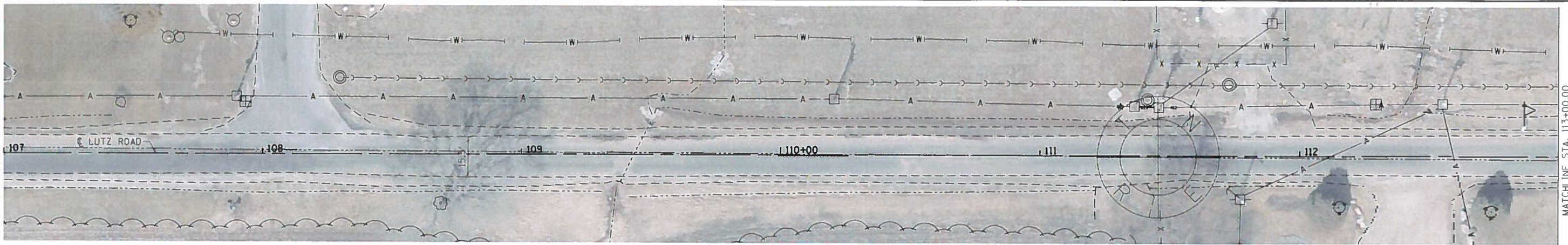
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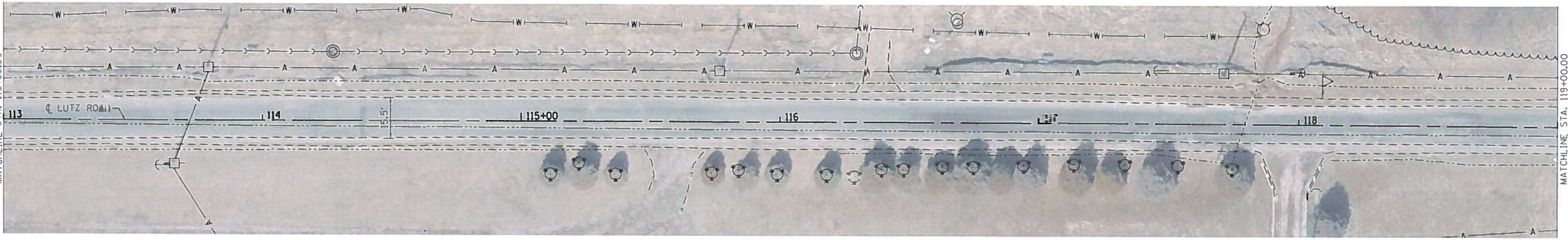


<b>LUTZ ROAD IMPROVEMENTS</b>			
<b>EXHIBIT 1 - EXISTING TYPICAL SECTION</b>			
SCALE:	SHEET	OF SHEETS	STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCLEAN		
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				



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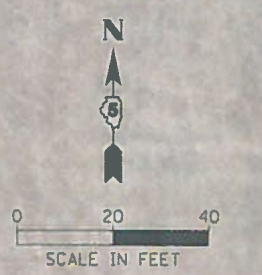
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MATCHLINE STA. 119+00.00

MATCHLINE STA. 125+00.00



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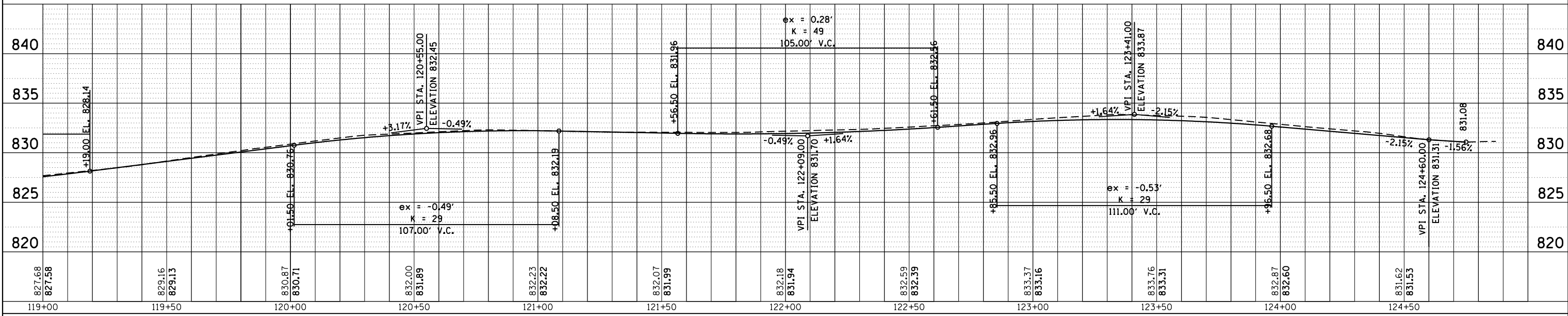
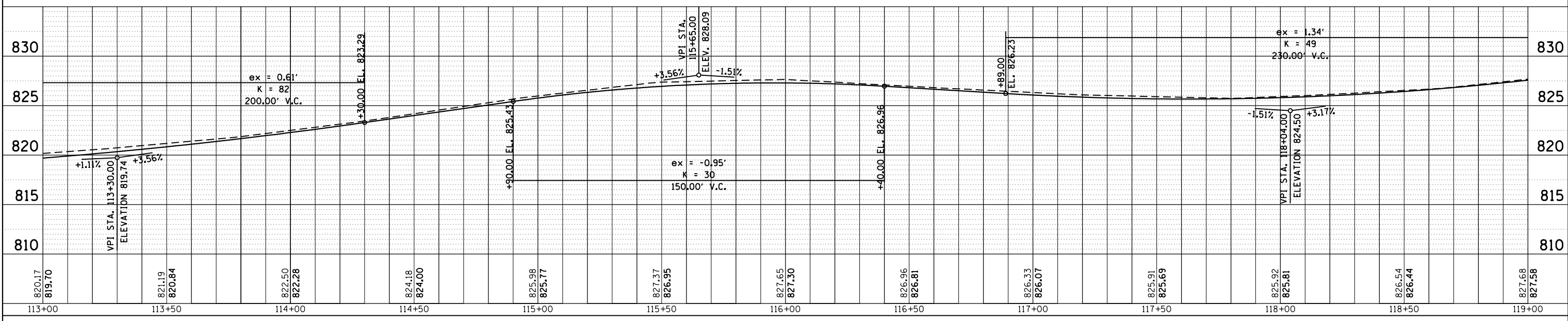
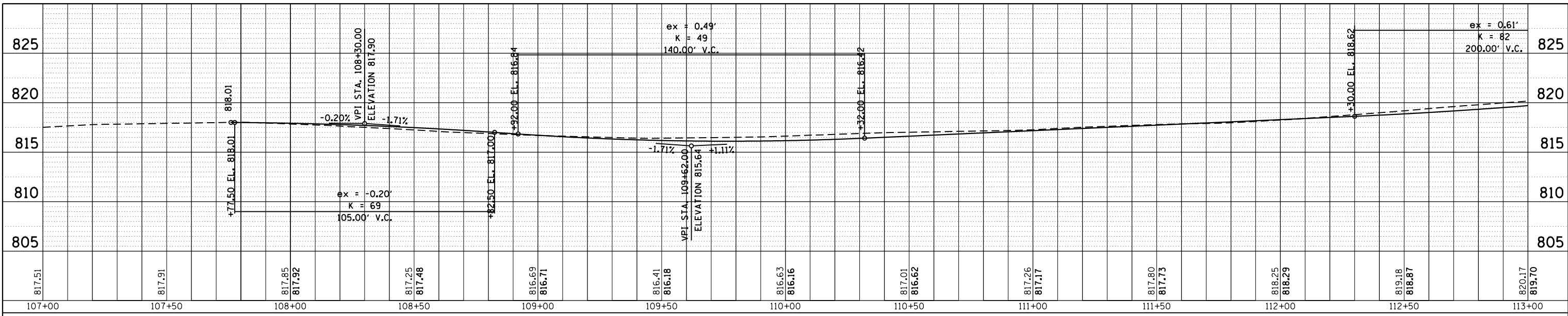
**LUTZ ROAD IMPROVEMENTS**  
**EXHIBIT 2 - EXISTING PLAN**

SCALE:      SHEET      OF      SHEETS      STA.      TO      STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCLEAN		
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				

PROFILE	SUBMITTED	DATE
	PLOTTED	
NOTE BOOK	GRADES CHECKED	
NO.	STRUCTURE NOTATIONS CHKD	

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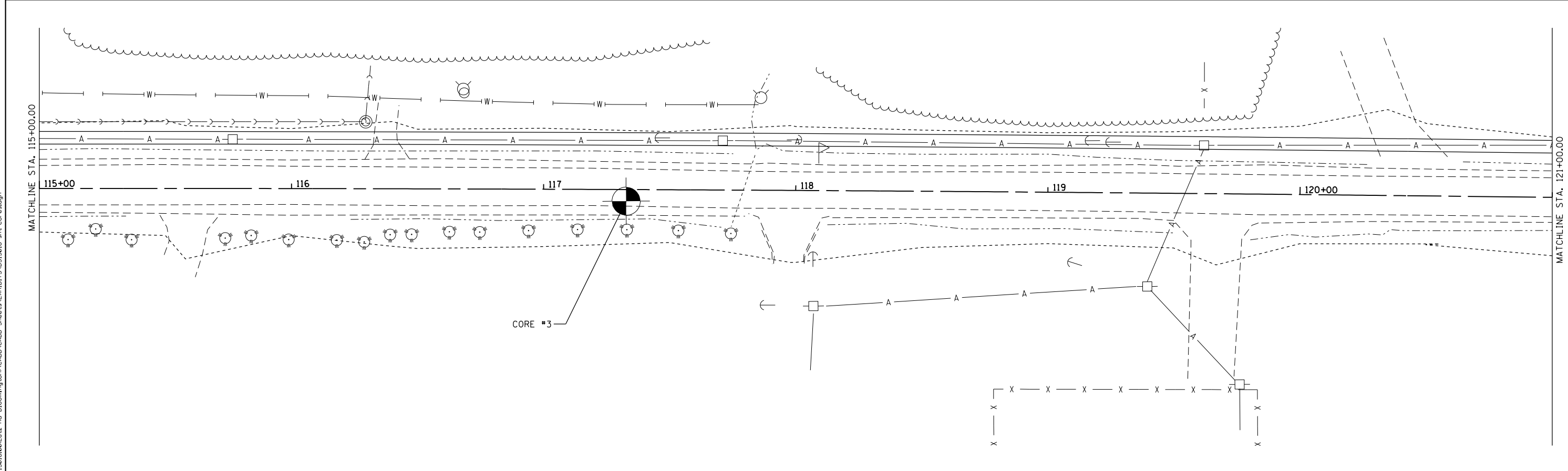
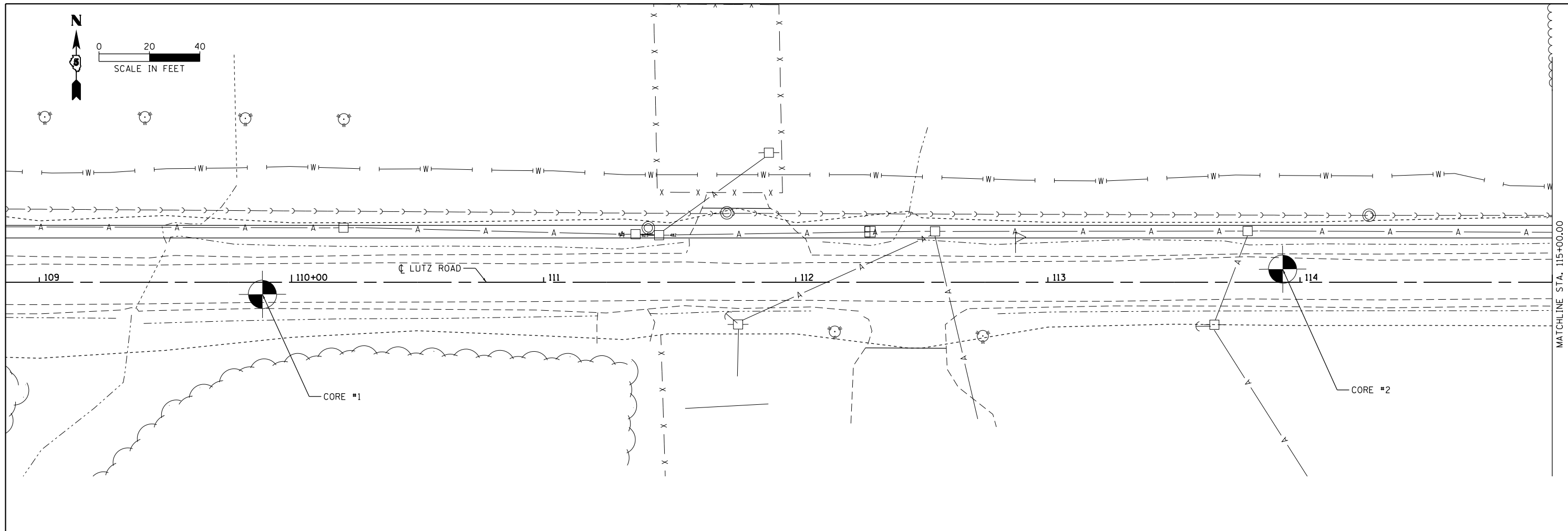


<b>LUZ ROAD IMPROVEMENTS</b>			
<b>EXHIBIT 3 - PROFILE</b>			
SCALE:	SHEET	OF SHEETS	STA. TO STA.

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		MCLEAN		



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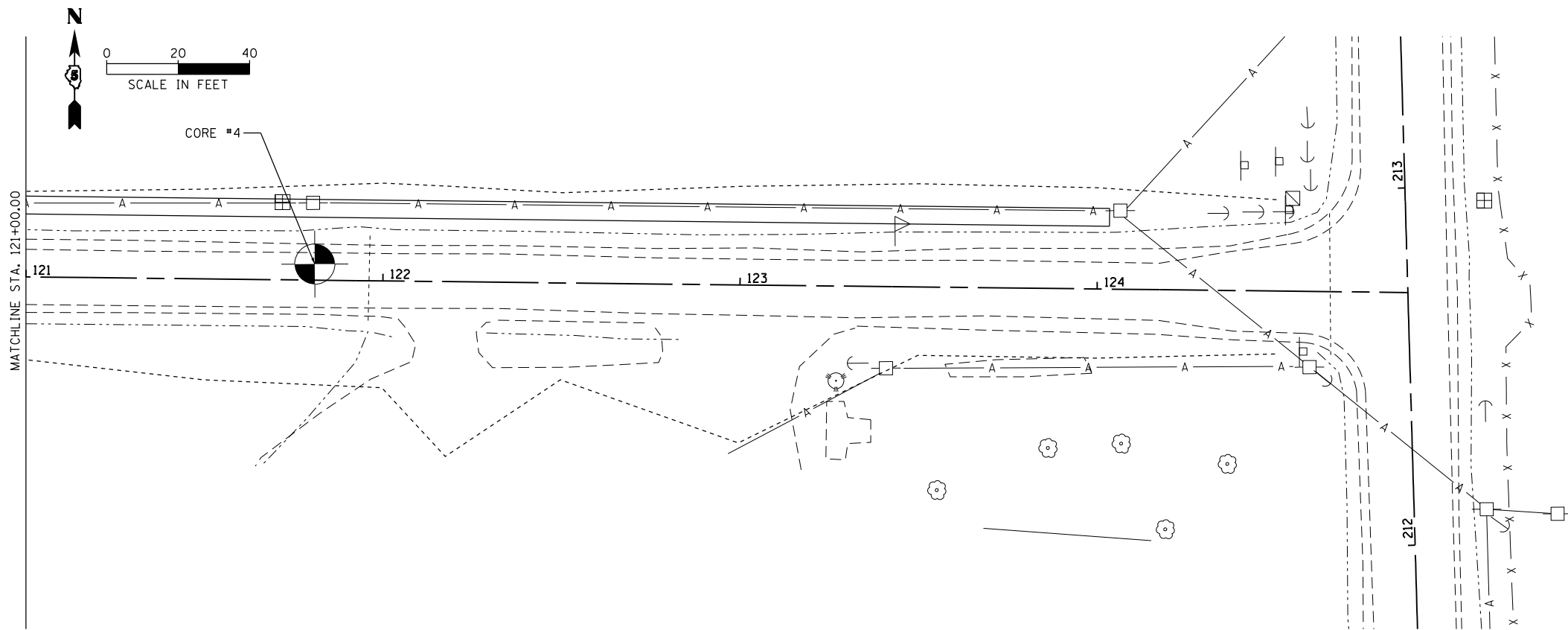
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**LUTZ ROAD IMPROVEMENTS**  
**EXHIBIT 4 - PAVEMENT CORING DETAIL**

SCALE: SHEET 1 OF 2 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCLEAN		
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				



NOTE: ALL CORES AND DYNAMIC CONE PENETROMETER TESTING PERFORMED ON APRIL 30, 2014

CORE #1 STA. 109+88.49, 4.48' RT

LUTZ ROAD		4"	TOP ELEVATION = 816.20
		3 LAYERS 3/8" CHIPS SEAL COAT	N = 6541.713 E = 5680.098
CORE DRILL		2.5"	
		MIXED AGGREGATE 3/8" - 1" NOMINAL SIZE	5.1"
		8	1"
		17	1"
		8	1"
		5	1"
		7	1"
		6	1"
		3	1"
		1	1"
		1	1"
		1	1"
			BOTTOM ELEVATION = 814.73

CORE #2 STA. 113+93.10, 5.20' LT

LUTZ ROAD		4"	TOP ELEVATION = 822.23
		3 LAYERS 3/8" CHIPS SEAL COAT	N = 6549.809 E = 6084.746
CORE DRILL		2.5"	
		MIXED AGGREGATE 3/8" - 1" NOMINAL SIZE	3.7"
		4	1"
		6	1"
		7	1"
		6	1"
		2	1"
		2	1"
		2	1"
		1	1"
			BOTTOM ELEVATION = 821.17'

CORE #3 STA. 117+32.75, 4.61' RT

LUTZ ROAD		4"	TOP ELEVATION = 825.89
		3 LAYERS 3/8" CHIPS SEAL COAT	N = 6537.957 E = 6424.327
CORE DRILL		2.5"	
		MIXED AGGREGATE 3/8" - 1" NOMINAL SIZE	4.7"
		4	1"
		5	1"
		5	1"
		5	1"
		8	1"
		7	1"
		4	1"
		2	1"
		1	1"
			BOTTOM ELEVATION = 824.54'

CORE #4 STA. 121+80.86, 4.48' LT

LUTZ ROAD		4"	TOP ELEVATION = 831.99
		3 LAYERS 3/8" CHIPS SEAL COAT	N = 6540.946 E = 6872.511
CORE DRILL		2.5"	
		MIXED AGGREGATE 3/8" - 1" NOMINAL SIZE	1.9"
		5	1"
		10	1"
		13	1"
		11	1"
		10	1"
		9	1"
		7	1"
		5	1"
		4	1"
		3	1"
		2	1"
		2	1"
		BOTTOM ELEVATION = 830.54'	

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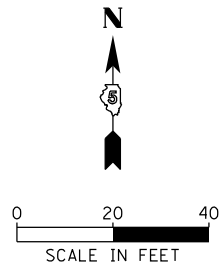
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LUTZ ROAD IMPROVEMENTS			
EXHIBIT 4 - PAVEMENT CORING DETAIL			
SCALE:	SHEET 2	OF 2 SHEETS	STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCLEAN		
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				





DIRECTION OF TRAVEL

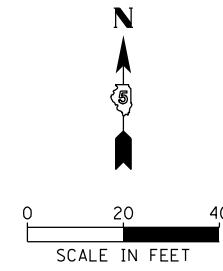
OFFTRACKING OF WB-50 DESIGN VEHICLE

EXISTING EDGE OF PAVEMENT

EXISTING SHOULDER

☐ LUTZ ROAD

☐ MORRIS AVENUE



DIRECTION OF TRAVEL

☐ LUTZ ROAD

EXISTING SHOULDER

EXISTING EDGE OF PAVEMENT

OFFTRACKING OF WB-50 DESIGN VEHICLE

☐ MORRIS AVENUE

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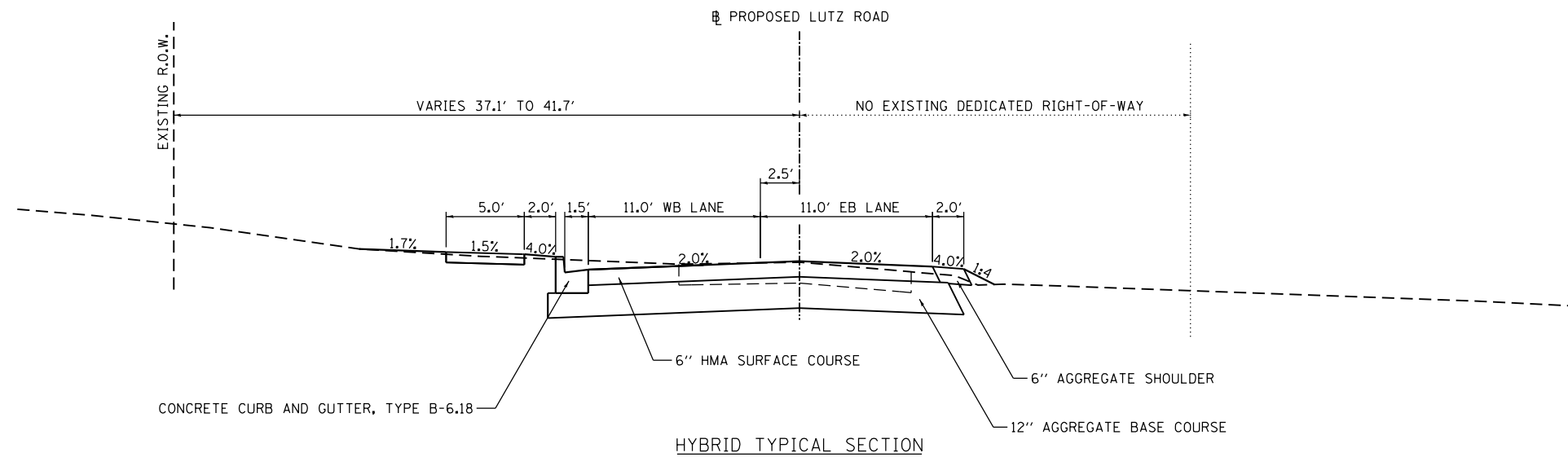
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**LUTZ ROAD IMPROVEMENTS**  
**EXHIBIT 5 - WB-50 TURNING MOVEMENTS**

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CONTRACT NO.				
ILLINOIS FED. AID PROJECT				



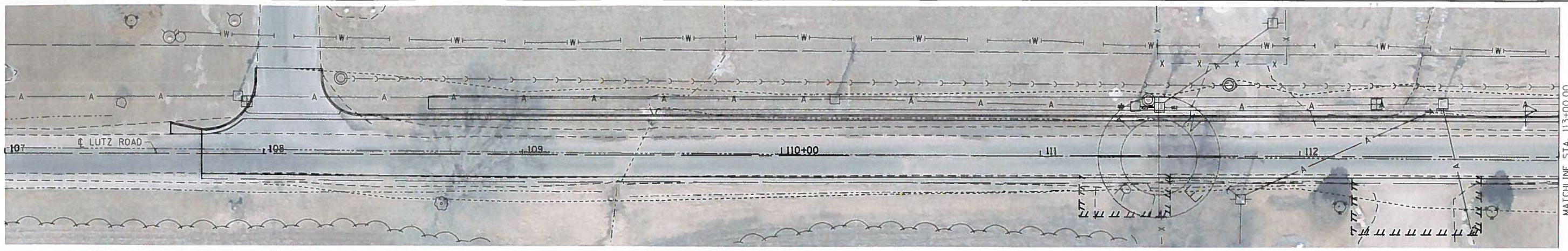
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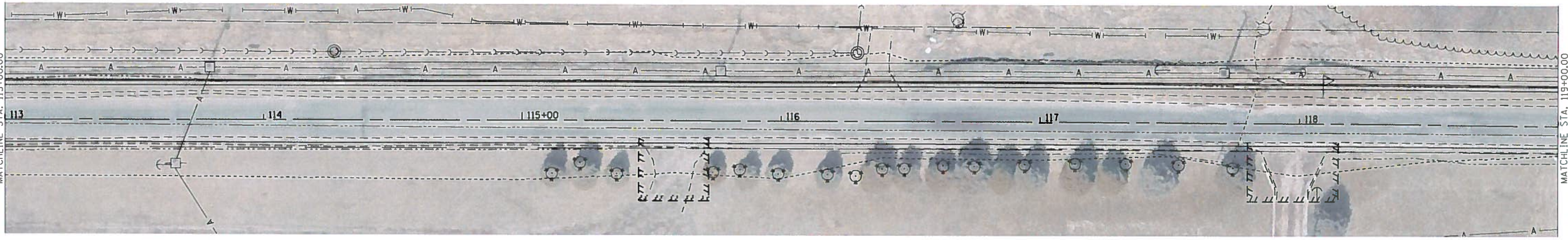


<b>LUTZ ROAD IMPROVEMENTS</b>			
<b>EXHIBIT 6 - PROPOSED HYBRID SECTION</b>			
SCALE:	SHEET	OF SHEETS	STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCLEAN		
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				

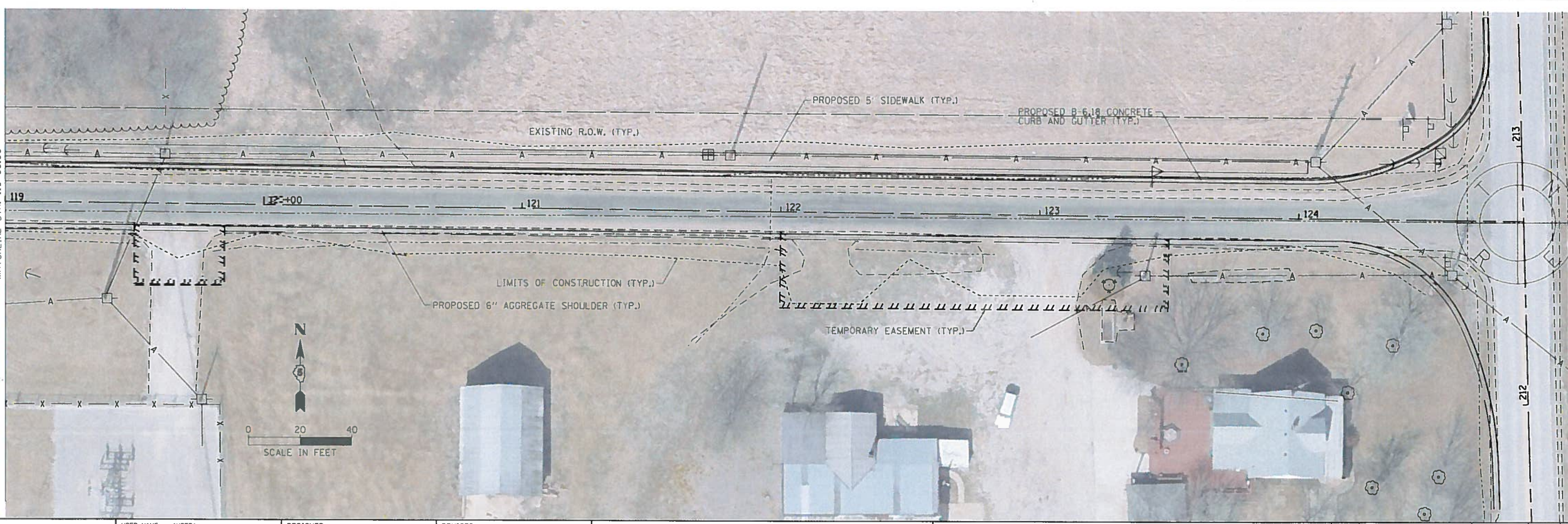


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**LUTZ ROAD IMPROVEMENTS**  
**EXHIBIT 7 - HYBRID PLAN**

SCALE: SHEET OF SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCLEAN		
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				

7/24/2014

Print

**Subject:** Re: Presentation  
**From:** Herm Harding (hermh31@yahoo.com)  
**To:** jkarch@cityblm.org;  
**Date:** Thursday, July 24, 2014 4:27 PM

Jim Karch, Director of Public Works  
City of Bloomington Illinois

Jim, I want to confirm that our residents group was pleased with your presentation and your efforts to give us all the detail and three options. We have discussed this in some small groups and a lot of one on one and as President of the Resident Association I can tell you of our consensus. We feel that doing the minimum option is not sufficient for the short or long term probably requiring more maintenance and does not have the curb and gutters (at least on the north side) which we think is desirable. Doing option three with a complete redo with curb and gutters on both sides is unneeded at this time. This leads us to endorse the HYBRID option which meets all our concerns for an adequate and safe city street, avoids any unneeded work now, enables further work on the south side in the future without any reworking, and is the middle of the road in costs. The asphalt option is preferred to concrete but your people are in a better position to make this call. If there is anything more I can provide let me know. Our Alderman Sage is aware of this position. A hard copy of this is being mailed to you today.

The work of you and your department are very much appreciated.

Herm Harding  
President,  
Luther Oaks Resident Council



## LUTZ ROAD IMPROVEMENTS

### EXHIBIT 8

### CORRESPONDENCE FROM LUTHER OAKS RESIDENT COUNCIL

**Luther Oaks**  
601 Lutz Road  
Bloomington, Illinois 61704  
(309) 557-8000  
www.LutherOaks.org



September 1, 2014

David Sage Alderman Ward 2;  
Jim Karch Director of Public Works;  
David Hales City Manager;

City of Bloomington  
109 E. Olive St  
Bloomington, IL 61701

Gentlemen:

The intent of this letter is to inform you that the management staff of Luther Oaks and Lutheran Life Communities requests that the design for the upgrade of Lutz Road be the 'hybrid' design with the sidewalk on the north side of the roadway.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Timothy S. Kmetz".

Tim Kmetz  
Executive Director

7/24/2014

Print

**Subject:** Re: Presentation  
**From:** Herm Harding (hermh31@yahoo.com)  
**To:** jkarch@cityblm.org;  
**Date:** Thursday, July 24, 2014 4:27 PM

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If there is anything more I can provide let me know, Our Alderman Sage is aware of this position. A hard copy of this is being mailed to you today.

The work of you and your department are very much appreciated.

Herm Harding  
President,  
Luther Oaks Resident Council





FOR COUNCIL: November 25, 2013

SUBJECT: Professional Engineering Services Agreement with Maurer-Stutz Engineers and Surveyors for the Design of Lutz Rd. Improvements: Morris Ave. to Luther Oaks

**RECOMMENDATION/MOTION:** That the price from Maurer-Stutz Engineers and Surveyors for Design Services in an amount not to exceed \$59,144.61 be accepted, the contract approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City infrastructure and facilities and Goal 5. Great place – livable and sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a. Better quality roads and sidewalks and 5a. Well planned City with necessary services and infrastructure.

**BACKGROUND:** This section of Lutz Rd. is currently a two-lane rural cross section with shoulders and ditches. This project will fund the design work necessary to widen the pavement and improve the shoulders, ditches, and drainage structures as needed. The agreement with Maurer-Stutz will provide for surveying the existing site and the development of construction plans and specifications. The work to be performed by Maurer-Stutz also includes preliminary engineering to evaluate alternative pavement designs and widening options and develop cost effective solutions.

Maurer-Stutz was selected using the Professional Services Quality Based Selection Process. This process involved:

- (1) Sending out Request for Qualifications (RFQ) specific to the project,
- (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the twelve (12) submittals down to three consultants,
- (3) Interviewing these three consultants, and
- (4) Selecting a top consultant and negotiating a fee with them.

These four tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process relative to the subject contract and confirmed that the procedure was performed in accordance with applicable standards.

A list of the engineering firms that submitted Statements of Qualifications and the three engineering firms that were selected for interviews are attached. Maurer-Stutz was selected as the best firm to perform the Lutz Road design because of their experience with rehabilitation and improvement of rural cross section roads and their record of successful project management.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based

Selection Act (30 ILCS 535), the Quality Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

Under the proposed professional engineering services agreement, the selected engineering firm will be performing analysis, completing studies and preparing design plans and specifications. Dependent upon City staffing levels and availability, there is potential to utilize the selected engineering firm to perform construction observation and inspection. If required, an amendment to the agreement for this future work will be created and submitted to Council for approval at that time. This phased approach lets staff determine work load at the time of construction and more accurately determine outside assistance requirements. The contract amount included in the Professional Engineering Services Contract will be a not-to-exceed amount. The final overall rates and fees proposed by Maurer-Stutz are fair, appropriate and competitive for the scope of work included.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A public meeting was held with citizens at the Luther Oaks Retirement Facility to discuss concerns about the existing road. The Request for Qualifications (RFQ 2014-25) was mailed to local and other Illinois based Professional Engineering Companies on September 5, 2013. In addition, the RFQ was posted on the City website and advertised in The Pantagraph on September 6, 2013.

**FINANCIAL IMPACT:** The budget for FY 2014 is \$60,000 in Capital Improvement-Engineering Services (40100100-70050). Stakeholders may locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on pages 106, 274 and 312-313.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales  
City Manager



**Attachments:** Attachment 1. Agreement  
Attachment 2. List of Engineering Firms  
Attachment 3. Aerial Map

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



STANDARD SHORT FORM PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

Client Name and Address: City of Bloomington, Illinois
115 East Washington Street
Bloomington, Illinois 61702-3157

Client Contact Information: Ryan Otto, P.E., Project Engineer City of Bloomington Public Works Department
(309) 434-2225

Project Name and Location: Lutz Road Improvements Study and Design
Lutz Road between Morris Road and Luther Oaks in Bloomington, Illinois

Effective Agreement Date:

Client hereby authorizes Maurer-Stutz, Inc. (MSI, Engineer) to provide Professional Services in connection with the above referenced Project. Client's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Perform a preliminary engineering study evaluating various potential improvements to Lutz Road between Morris Road and Luther Oaks. Present findings to City of Bloomington Public Works staff in the form of a Feasibility Study/Report. Prepare plans, specifications and estimates for treatment preferred by the City.

See Attachment A for Agreed Upon Scope and Manhours

See Attachment B for Cost Estimate of Consultant Services

Maurer-Stutz, Inc. proposes to provide professional services on the Project based on the following Fee Method:

Estimated Fee: Cost Plus Fixed Fee Not to Exceed \$59,144.61

This Proposal is subject to and governed by the General Terms and Conditions that are attached to hereby made a part of this agreement.

Table with 2 columns and 3 rows: FOR OFFICE USE ONLY, Proposal No. 230-13142.00, Project No., Effective April 1, 2011

## GENERAL TERMS AND CONDITIONS

RJA 11/12/13 (60)

**TERMS OF PAYMENT:** MSI will submit Invoices for work which has been completed and reimbursable expenses incurred. If any invoice is not paid within 30 days of invoice date, late payment charges of 1.5% per month, or fraction of a month, or the highest lawful interest rate of the state in which the CLIENT's office is located, will be due. Fees are not contingent on CLIENT receipt of funds. If invoices under this Agreement, or any other agreement with CLIENT, are not timely paid, MSI may, after giving seven day's written notice to CLIENT, suspend services under this Agreement.

**FEE METHODS:** CLIENT shall pay MSI on the basis of one of the following methods. The method to be used is stated on the front page of this Agreement.

- 1. LUMP SUM:** When the Lump Sum method is utilized, the total amount billed shall include all Direct Payroll Expense costs, overhead business costs, profit, Reimbursable Expenses, and Subconsultant Expenses incurred by MSI. The Lump sum shall be a fixed amount unless a change of scope in the **Scope of Services** occurs. If a change of the **Scope of Services** occurs, such change shall be considered additional services and billed at MSI's current Hourly Rates. Monthly invoice statements will be submitted based on an estimated percent of completion of the services.
- 2. HOURLY RATE:** When the Hourly Rate method is utilized, the hourly rate shall include all Direct Payroll Expense, overhead business costs, and profit due MSI for the services. Hourly Rates are established for technical classifications of individuals. If Hourly Rates are not listed in the Agreement, they shall be the rates currently in use by MSI for the type of work being done.
- 3. MULTIPLIER:** When the Multiplier method is utilized, the hourly rate billed per individual expending time on the Project shall include that individual's Direct Payroll Expense (DPE) times a multiplier to cover overhead business costs plus profit. Direct Payroll Expense is defined as the total amount of an individual's labor cost, including basic wages and the mandatory and customary employee benefits, such as insurance, sick leave, holidays, vacations and others.

**REIMBURSABLES:** Reimbursable Expenses and Subconsultant Expenses incurred by MSI for the services shall be billed in addition to the hourly rate charges at an amount equal to actual cost plus 10 per cent. Reimbursable Expense is defined as the actual non-labor expenditure incurred on the project, and may include travel, printing, telephones, mailing, specialized equipment tests or others. Subconsultant Expense is defined as the actual expenditure for other firms in providing specialized studies, sub-surface explorations, or other services required on the Project.

In the event that collection proceedings are required to collect unpaid bills for MSI's services and expenses, CLIENT shall be responsible for all unpaid bills, due interest, and all costs incurred in the collection proceedings, including but not limited to attorney's fees, costs, travel, and employee wages, overhead and expenses at the rate specified in this Agreement, or at MSI's current hourly rate if no rate is specified.

**ESTIMATES OF FEES, BASED ON DPE OR AT HOURLY RATE:** Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Engineer's services for Client's convenience. Upon notice, Client and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Engineer's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Client and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

**CONSTRUCTION PHASE SERVICES:** If, as a part of this Agreement, MSI is providing construction observation, MSI shall make visits to the construction site to observe the progress and quality of the contractor's(s) work to determine in general if such work is proceeding in accordance with the construction documents. MSI shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work. MSI shall not be responsible for the means, methods, techniques, sequences or procedures of construction or for the safety precautions and programs incident to the work of the contractor. MSI does not warrant or guarantee contractor's(s) work, and shall not be responsible for the failure of contractors to perform the work in accordance with the construction documents. With respect to the Standard of Care applicable to construction observation services, note the following:

- Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.
- While at a Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

**CHANGES IN THE SCOPE CHARACTER OR CONTENT OF THE PROJECT:** Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control will require a modification to the Agreement. Any changes, modifications or alterations to the Project's scope impacting cost or schedule will require that Engineer and Client mutually agree in writing to such changes or modifications to the Scope prior to undertaking them. Price modifications due to changes in Scope in this Proposal will be calculated by multiplying the rates given in Engineer's latest hourly rate schedule times the number of hours worked.

**OPINIONS OF PROBABLE COST:** Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator.

**INSPECTIONS:** Unless otherwise provided for in this **Agreement**, any inspections of existing sites, structures, mechanical and electrical systems or other physical features of the Project are visual inspections only. Tests or extensive calculations are not performed unless specifically requested. **CLIENT** acknowledges that latent defects may be present and agrees to indemnify and hold harmless **MSI** and its employees against all claims, damages and losses including attorney's fees resulting from such latent defects. Inspections only cover the specific items listed in the **Scope of Services** of this **Agreement**. **CLIENT** acknowledges that the results of the inspection are meant for **CLIENT** use only. **CLIENT** agrees to indemnify and hold harmless **MSI** and its employees against all claims, damages and losses resulting from a third party's use of the results of the inspection.

**NOTIFICATIONS:** **CLIENT** represents and warrants that **CLIENT** has notified **MSI** of any known or suspected to **CLIENT** presence of hazardous materials or pollutants at the Site of the Project. Unless the **Scope of Services** includes investigation for hazardous or pollutant materials, **MSI's** extent of responsibility shall be to notify **CLIENT** if the presence of hazardous materials or pollutants on the Site of the Project becomes known by **MSI**.

**ACCESS TO SITE:** Unless otherwise stated, **MSI** will have access to the site for activities necessary for the performance of the **Scope of Services**. **MSI** will take reasonable precautions to minimize damage to property during these activities, ~~but has not included the cost of repairing or restoring any resulting damage in the Fee, and will not be responsible for the cost of such.~~ RJA 11/12/13

**CERTIFICATIONS, GUARANTEES, OR WARRANTIES:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

**STANDARD OF CARE:** Services performed by **MSI** under this **Agreement** will be conducted in a manner of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is intended or included in this **Agreement**, or in any report, opinion, document, or otherwise.

**DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in the Scope of Work. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the scope of work.

**LIMITATION OF LIABILITY:** *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

**MUTUAL INDEMNIFICATION:** Subject to the provisions set forth herein, **MSI** and **CLIENT** hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, employees, agents (and each of their successors and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses, including reasonable attorneys' fees, arising or allegedly arising from personal injury, death, property damage, including loss of use thereof, due in any manner to the negligence of either of them, their agents, or employees. In the event both of them are at fault, then the liability shall be apportioned between them pursuant to their pro-rata share of negligence or fault. **MSI** and **CLIENT** further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. These indemnities shall not terminate upon termination or expiration of this **Agreement**.

~~**OWNERSHIP OF DOCUMENTS:** All documents produced by **MSI** under this **Agreement** shall remain the property of **MSI** and shall not be used by the **CLIENT** for any other purpose without the permission of **MSI**.~~ RJA 11/12/13

**REUSE OF DOCUMENTS:** All documents, including drawings and specifications, furnished by **MSI** pursuant to this **Agreement** are instruments of his services in respect of the project. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the project or on any other project. Any reuse without specific written verification or adaptation by **MSI** will be at **CLIENT's** sole risk and without liability or legal exposure to **MSI**. **CLIENT** shall indemnify and hold harmless **MSI** from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

**TERMINATION OF SERVICES:** This **Agreement** may be terminated by the **CLIENT** or **MSI** should the other fail to perform its obligations hereunder. In the event of termination, all reimbursable expenses and all **Scope of Services** rendered to date shall be paid by the **CLIENT** to **MSI**.

**DELAY OF SERVICES:** If a delay of services beyond the schedule agreed upon occurs for any reason other than for **MSI's** fault, it is understood and agreed to that such may result in additional fees, which shall be paid by **CLIENT** to **MSI**. If additional fees will be necessary, **MSI** will notify **CLIENT** prior to continuing the services.

**DISPUTE RESOLUTION:** Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

**APPLICABLE LAWS:** Unless otherwise specified, this **Agreement** shall be governed by the laws of the State of Illinois.

**COMPLETE AGREEMENT** This **Agreement** represents the entire understanding of the parties and may not be modified except in writing.

**MISCELLANEOUS:** If the **CLIENT** issues a Purchase Order of which this **Agreement** becomes part, the terms of this **Agreement** will take precedence in the event of a conflict of terms. This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid by any court of competent jurisdiction, the remainder of the **Agreement** shall remain in full force and effect.

**Accepted By:**

**CLIENT:** City of Bloomington

**Sign:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Submitted By:**

**MAURER-STUTZ, INC.**

**Sign:** 

**Print:** Rick J. Anderson, P.E.

**Title:** Vice President

**Date:** 11-12-2013

**Lutz Rd from Morris Ave to Luther Oaks**

SCOPE/MANHOURS

PHASE I		TOTAL HOURS	PHASE II		TOTAL HOURS
<b>A.</b>	<b>Compilation and Evaluation of Data</b>		<b>A.</b>	<b>Plans</b>	
1	Review Data Provided from City	4	1	Cover Sheet	4
2	Field Trips - Assume 2	6	2	Index, Gen Notes, List of Standards, Status of Utilities	4
<b>B.</b>	<b>Surveys - Using 2 person crew</b>		3	Summary of Quantities	8
1	DTM Survey including Topo and Processing	36	4	Schedule of Quantities	24
2	Alignment - Horizontal Control, Tie Points	2	5	Typical Sections	4
3	Level Circuit & Benchmarks	2	6	Alignment, Ties and Benchmarks	8
4	Existing ROW Determination/Research	30	7	Removal Plans	16
			8	Plan and Profile Sheets	20
<b>C.</b>	<b>Location (Feasibility) Study</b>		9	Intersection Detail Sheets	8
1	Horizontal Alignment	2	10	Drainage/Erosion Control Sheets	16
2	Vertical Alignment	4	11	Maintenance of Traffic Plans	24
3	Existing Typical Section(s)	2	12	Right of Way Info on Plan Sheets	2
4	Profile	4	13	Special Details/City Standards	8
5	Cross Sections	24	14	Cross Sections	16
6	Drainage Analysis and Recommendation	32			
7	Sight Distance Analysis	2	<b>B.</b>	<b>Specifications</b>	
8	Accident Analysis	6	1	Project Specific	8
9	Traffic Management Analysis	4	2	City Specials	4
10	Hazardous Mailbox Analysis	1	3	IDOT Specials/Checksheets	4
11	Tree Analysis (No Survey Required)	1			
12	Utility Impacts	24	<b>C.</b>	<b>Estimates</b>	
13	Soil/Pavement Analysis	8	1	Estimate of Cost	4
14	Develop Alternates	24	2	Estimate of Time	4
15	Proposed Typical Sections	8			
16	Plan and Profile Sheets/Exhibits	32	<b>D.</b>	<b>NPDES Permit/SWPPP</b>	8
17	Determine Construction Limits	8			
18	Preliminary Estimates Of Cost	8	<b>E.</b>	<b>Contract Proposal/Bidding Documents</b>	8
19	Summarize/Present Alternates	12			
20	Public Meeting	10	<b>F.</b>	<b>Prebid Conference</b>	4
21	Council Meeting	4			
			<b>G.</b>	<b>Construction Consultation</b>	12
<b>D.</b>	<b>Prop. ROW/TE</b>				
1	Calculations	24	<b>H.</b>	<b>Record Drawings</b>	12
2	Drafting	24			
3	Legal Descriptions	24	<b>I.</b>	<b>Administration/QC/QA</b>	16
				Phase II Sub-Total	246
<b>E.</b>	<b>Coordination Meetings</b>			<b>GRAND TOTAL</b>	<b>646</b>
1	With City 4 Mtgs-3 Persons-I Hr Per Mtg	12			
2	With Utilities	4			
<b>F.</b>	<b>Administration/QC/QA</b>	12			
	Phase I Sub-Total	400			



Lutz Road Improvements: Morris Avenue to Luther Oaks  
RFQ NO. 2014-25

Engineering firms providing, "Statement of Qualifications" in response to City's "Request for Qualifications".

1. Foth
2. Robinson Engineering
3. Terra Engineering, Ltd.
4. Christopher B. Burke Engineering, Ltd.
5. Knight Engineers & Architects
6. Baxter & Woodman, Inc.
7. Chamlin & Associates, Inc.
8. Lewis, Yockey & Brown, Inc.
9. Hurst - Rosche Engineers, Inc.
10. Quigg Engineering, Inc.
11. Infrastructure Engineering
12. Martin Engineering Company
13. Crawford, Murphy & Tilly, Inc.
14. Maurer - Stutz
15. McClure Engineering Associates, Inc.
16. Thomas Engineering Group

Engineering firms selected for interview following review of all "Statement of Qualifications".

1. Maurer-Stutz
2. Chamlin & Associates, Inc.
3. Christopher B. Burke Engineering, Ltd.



# Lutz Road Improvements: Morris to Luther Oaks



Luther Oaks Retirement  
Community

Luther Oaks Entrance  
End Project

Morris Ave.  
Begin Project



**WORK SESSION AGENDA ITEM NO. 5**

FOR COUNCIL: January 11, 2016

**SUBJECT:** Presentation on Budget Taskforce Recommendations regarding Bloomington Golf

**RECOMMENDATION/MOTION:** Informational presentation only

**STRATEGIC PLAN LINK:** Goal 1: Financially Sound City Providing Quality Basic Services; Goal 2: Upgrade City Infrastructure and Facilities; Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

**A. Bloomington Golf:** Objective 1a. Budget with adequate resources to support defined services and level of services.; 1d. City services delivered in the most cost-effective, efficient manner; Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents; 5e. More attractive city: commercial areas and neighborhoods.

**BACKGROUND & OVERVIEW:** Earlier this year, the Budget Task Force made recommendations related to Bloomington Golf as potential avenues for the City to reduce expenses. Specifically:

- Outsource golf operations
- Consider selling golf course by FY17 budget adoption
- Revise golf enterprise policy to establish trigger so that any revenue transfer equals review

Staff has examined these recommendations in more detail, compiled a brief overview of the issues related to them, and offered possible courses of action for consideration. Staff from Parks, Recreation & Cultural Arts will make a brief presentation and be available to answer Council questions.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** NA

**FINANCIAL IMPACT:** None at this time.

Respectfully submitted for Council consideration.

Prepared by: Eric Veal, Assistant Director of Parks, Recreation and Cultural Arts

Reviewed by: Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Parks & Recreation Department presentation on Bloomington Golf
- Summary of outsourcing or selling of Bloomington Golf facilities

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Motion: Informational presentation only.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			



The Den at Fox Creek, designed by legendary golfer Arnold Palmer, was opened in 1997. It is the only Arnold Palmer Signature Course open to the public in the State of Illinois.

## HIGHLIGHTS

- ***Golf Digest* "Places to Play" ★★★★★<sup>1/2</sup> Star Rated Golf Course**
- **In the top 5% of courses nationwide rated by *Golf Digest***
- **19,237 rounds played in Fiscal Year 2015**
- **Benefits the local community through charity fundraiser golf outings and meeting room events**
- **50% of play at the course is from outside of our community**
- **Hosts numerous multi-day high profile events which brings significant dollars into our community**



**PRAIRIE VISTA**  
GOLF COURSE

Opened in 1991, it's rolling Parkland style design attracts golfers of all levels of play due to its' enjoyable layout.

### HIGHLIGHTS

- ***Golf Digest* "Places to Play" ★★★★★ Star Rated Golf Course**  
Top 15% of courses nationwide rated by Golf Digest
- **20,916 rounds played in Fiscal Year 2015**
- **Hosts numerous multi-day high profile events which bring significant revenue into the community**
- **Benefits the local community through charity fundraiser golf outings and meeting room events**
- **Cost per acre maintenance and course quality, optimizes revenue**



Opened in 1922, Highland Park serves as the home course for high school golf teams and is preferred by Juniors and Seniors due to its course design and affordability.

## HIGHLIGHTS

- 19,466 rounds played in Fiscal Year 2015
- *Golf Digest* "Places to Play" ★★☆☆ Star Rated Golf Course
- Home of the longest running Junior golf program
- Attractive gateway to the South and Southwest of Bloomington
- Home of 6 boys and girls golf teams from 4 area schools: BHS, Central Catholic, Cornerstone Christian, Heyworth



## 1) **OUTSOURCE - FULL SERVICE CONTRACT (Option 1)**

- Fee range from 4-5 % of gross revenue (plus incentives)
- Terms are typically 3–10 years, plus extensions
- Contract language is crucial to outsourcing

### Advantages:

- lower operating costs
- expertise in operations
- maintenance, marketing, & purchasing efficiencies
- City owns economics and reaps potential rewards from profits

### Disadvantages:

- less control
- no guaranteed income
- operating risk remains
- staff oversight of private management company
- **City still responsible for Capital Improvements**

### **TIMELINE:**

- Prior to September 2016, decide to outsource in FY17, submit RFQ
- Submit RFP in 2016 and choose private management company



## 2 ) OUTSOURCE - OPERATING LEASE (Option 2)

- Lessee pays the city a fee in return for control of the facilities
- Fee determined by number of Capital Improvements
- Terms are typically 10-50 years
- Contract language is crucial to outsourcing

### Advantages:

- Operational risk to the lessee
- City relieved of day-to-day operations and maintenance
- Administrative overhead eliminated

### Disadvantages:

- Least control over operation
- Less upside revenue potential
- Leases are long term
- Market downturn may lead to contract re-negotiation

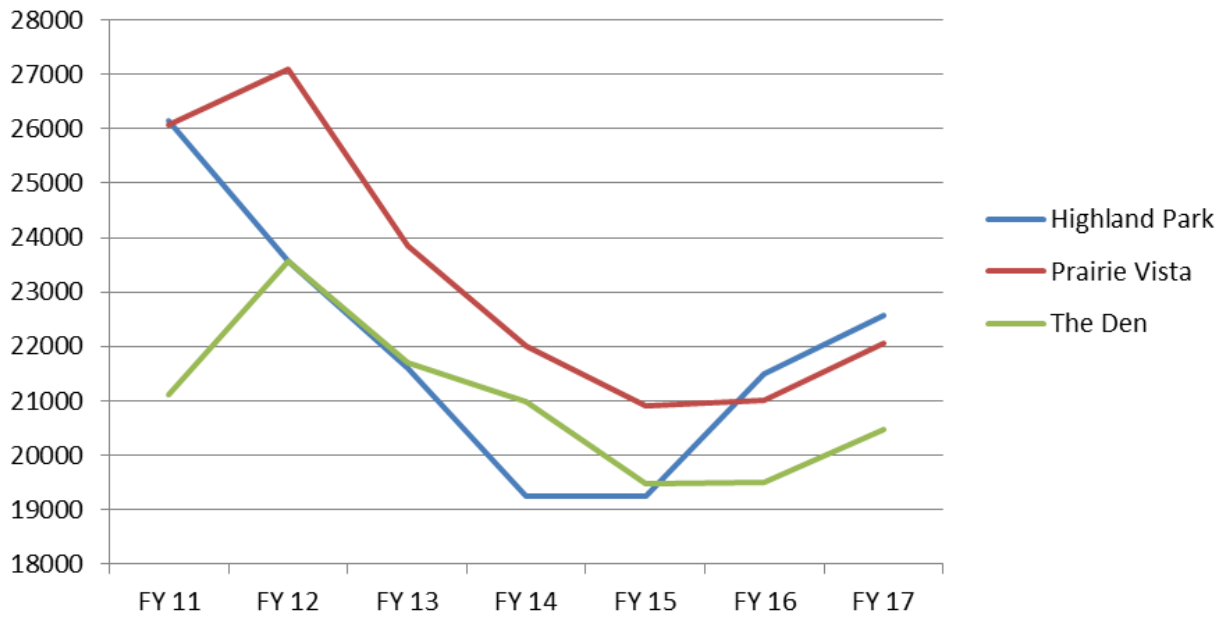
### **TIMELINE:**

- Prior to September 2016, decide to outsource in FY17, submit RFQ
- Submit RFP in 2016 and choose private management company

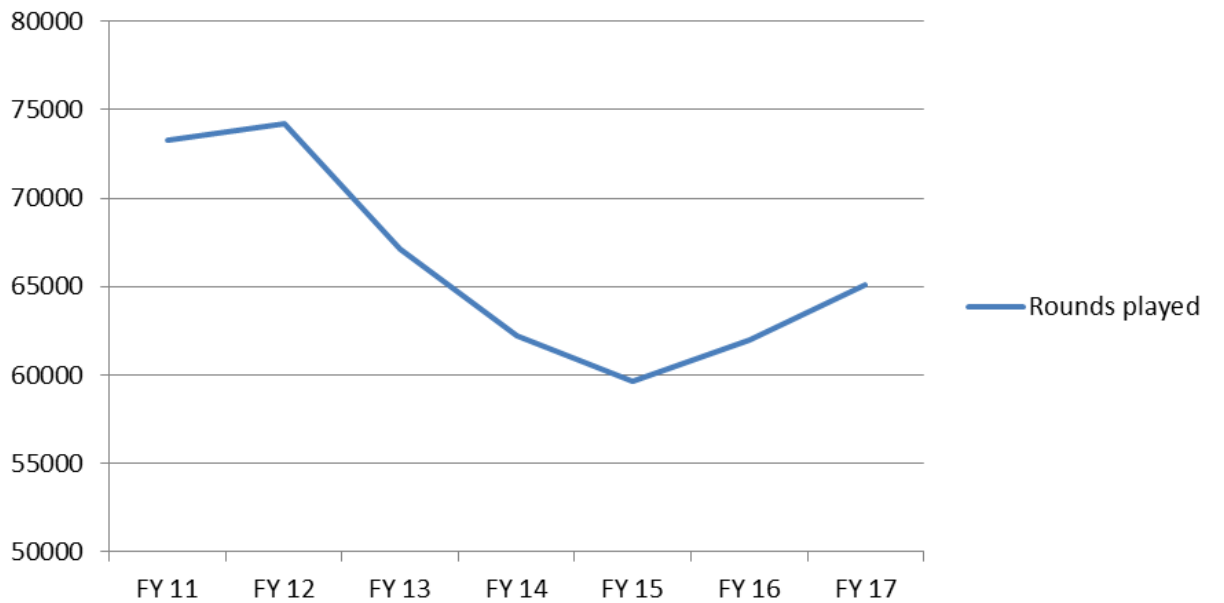
*Data is from (Golf Convergence Webinar – Nov. 2011) & (ERA report 17383 from the City of Palo Alto)*



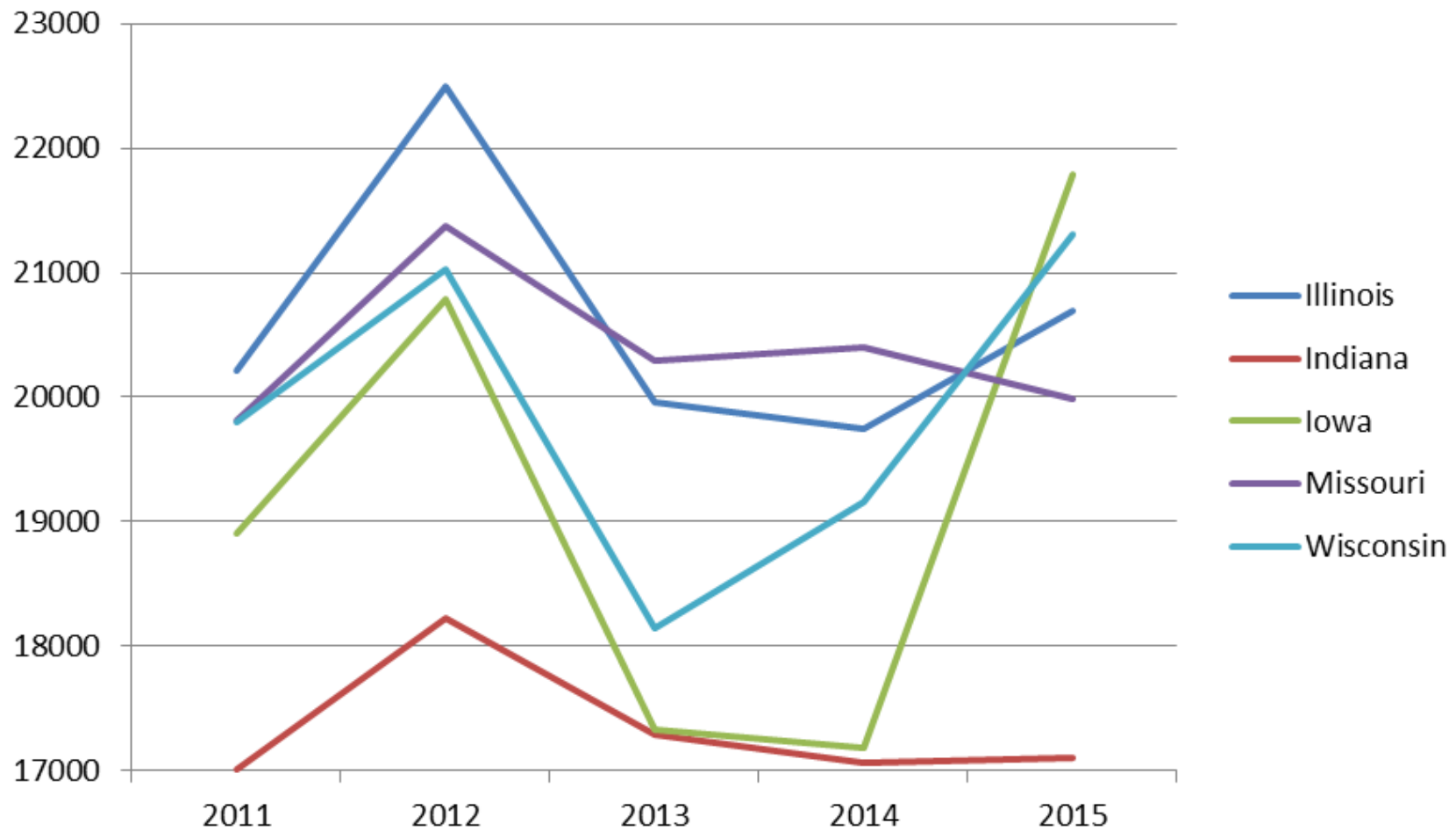
Rounds played by course FY11- FY17



Rounds played



## Average Golf Rounds Played Per Course Per State



### Data from PGA Performance Track

- All rounds are calendar year
- Rounds are for all facility types
- **Note:** 2015 rounds have December rounds estimated since final rounds counts are only official through November
- Methodology - took numbers through November and added Bloomington Golf average rounds played for December



**OPERATIONAL BUDGET — NO CAPITAL INCLUDED**

	FY 2013	FY 2013	FY 2014	FY 2014	FY 2015	FY 2015	FY 2016 Projected	FY 2016 Projected	FY 2017 Projected	FY 2017 Projected
	Revenues	Expenses	Revenues	Expenses	Revenues	Expenses	Revenues	Expenses	Revenues	Expenses
<b>Highland</b>	\$496,476.41	\$635,269.70	<b>\$463,978.43</b>	\$660,901.97	<b>\$453,503.05</b>	<b>\$633,961.06</b>	<b>\$547,000.00</b>	<b>\$575,508.27</b>	\$584,000.00	\$598,790.00
<b>PVG</b>	\$940,942.30	\$815,455.22	<b>\$916,346.48</b>	\$815,275.23	<b>\$911,012.20</b>	\$816,980.94	<b>\$957,382.00</b>	\$770,077.88	\$996,382.00	\$821,786.00
<b>Den</b>	\$1,112,755.41	\$1,104,590.80	<b>\$1,278,456.60</b>	\$1,024,363.00	<b>\$918,718.55</b>	\$1,021,372.10	<b>\$961,350.00</b>	\$928,269.24	\$1,073,350.00	\$1,026,321.01
<b>Totals</b>	\$2,550,174.12	\$2,555,315.70	<b>\$2,658,781.51</b>	\$2,510,540.10	<b>\$2,283,233.70</b>	\$2,472,314.10	<b>\$2,465,732.00</b>	\$2,273,385.30	\$2,653,732.00	\$2,446,897.01

	FY 2013	FY 2014	FY 2015	FY 2016 (projected)	FY 2017 (projected)
	Difference	Difference	Difference	Difference	Difference
<b>Highland</b>	(\$138,793.29)	(\$196,923.54)	(\$180,458.01)	(\$28,508.27)	(\$14,790.00)

# CITY OF BLOOMINGTON GOLF

## 1) **OUTSOURCE - Option 1**

to a private management firm

### **FULL SERVICE CONTRACT**

Hire a firm with management responsibility for a fee range from 4-5% of gross revenue (plus incentives). Terms are 3–10 years, plus extensions. Contract language is crucial to outsourcing.

**Advantages:** lower operating costs, expertise in operations, maintenance, marketing, merchandising and purchasing efficiencies with larger companies. City still owns economics and reaps potential rewards from profits.

**Disadvantages:** less control, no guaranteed income, operating risk remains with the City, **City is responsible for capital improvements and utilities.** The City would need a staff devoted to oversight of operation to insure that management company was complying with contract terms.

#### **TIMELINE:**

Prior to September 2016, decide to outsource in FY17, and submit RFQ.

Submit an RFP to choose golf management company.

*(Golf Convergence Webinar – Nov. 2011) & (ERA report 17383 from the City of Palo Alto)*

## 2) **OUTSOURCE - Option 2**

to a private management firm

### **OPERATING LEASE**

Hire firm charged with all management responsibility. Lessee pays City a fee in return for control of facilities. Fee is largely determined by number of Capital Improvements expected to be completed by the lessee. Terms are typically 10-50 years. Contract language is crucial to outsourcing.

**Advantages:** Shifts burden of operational risk to lessee. City is relieved of day-to-day maintaining and operating facilities. Administrative overhead is eliminated.

**Disadvantages:** Least control over operation. (pricing and quality) City receives less upside revenue potential. Leases are typically long term. Course operation may conflict with mission of Bloomington Golf. Market downturns often lead to lessee seeking to re-negotiate.

#### **TIMELINE:**

Prior to September 2016, decide to outsource in FY17, and submit RFQ.

Submit an RFP to choose golf management company.

*(Golf Convergence Webinar – Nov. 2011) & (ERA report 17383 from the City of Palo Alto)*

### OPERATIONAL BUDGET—NO CAPITAL INCLUDED

	FY 2013	FY 2013	FY 2014	FY 2014	FY 2015	FY 2015	FY 2016 Projected	FY 2016 Projected	FY 2017 Projected	FY 2017 Projected
	Revenues	Expenses	Revenues	Expenses	Revenues	Expenses	Revenues	Expenses	Revenues	Expenses
<b>Highland</b>	\$496,476.41	\$635,269.70	<b>\$463,978.43</b>	\$660,901.97	<b>\$453,503.05</b>	<b>\$633,961.06</b>	<b>\$547,000.00</b>	<b>\$575,508.27</b>	\$584,000.00	\$598,790.00
<b>PVG</b>	\$940,942.30	\$815,455.22	<b>\$916,346.48</b>	\$815,275.23	<b>\$911,012.20</b>	\$816,980.94	<b>\$957,382.00</b>	\$770,077.88	\$996,382.00	\$821,786.00
<b>Den</b>	\$1,112,755.41	\$1,104,590.80	<b>\$1,278,456.60</b>	\$1,024,363.00	<b>\$918,718.55</b>	\$1,021,372.10	<b>\$961,350.00</b>	\$928,269.24	\$1,073,350.00	\$1,026,321.01
<b>Totals</b>	\$2,550,174.12	\$2,555,315.70	<b>\$2,658,781.51</b>	\$2,510,540.10	<b>\$2,283,233.70</b>	\$2,472,314.10	<b>\$2,465,732.00</b>	\$2,273,385.30	\$2,653,732.00	\$2,446,897.01

	FY 2013	FY 2014	FY 2015	FY 2016 (projected)	FY 2017 (projected)
	Difference	Difference	Difference	Difference	Difference
<b>Highland</b>	(\$138,793.29)	(\$196,923.54)	(\$180,458.01)	(\$28,508.27)	(\$14,790.00)