

CITY COUNCIL QUESTIONS/COMMENTS & STAFF RESPONSES
CITY COUNCIL AGENDA - AUGUST 22, 2011
AS OF AUGUST 22, 2011 AT 12:11 AM

Alderman Fazzini

Consent Agenda: Item 6D- "Emergency Repairs to the Engine on Crash Rescue Truck 1 for the Fire Department"

Question/Comment: "Am I correct in saying that CIRA paid for the two Fire Station Buildings at the Airport and the City is responsible for all building and equipment maintenance?"

Staff Response: The FAA and CIRA paid for all of Station 6 construction costs. According to City Staff, the City may have provided some funding for the construction of Station 3, however the exact amount is not known at this time. Attached is a copy of the Airport Agreement with the City that was revised and signed in 1995. This agreement is set to expire in 2015. The Agreement spells out the responsibility of both parties, i.e. Central Illinois Regional Airport (CIRA) and the City of Bloomington. Basically, the City provides the personnel to Staff the Crash Vehicle (1 Engineer per day), all Stations maintenance costs, all vehicle maintenance costs (except fuel), and building furnishings. The Airport provides a building to operate from and the vehicles (primary and backup in case of issues with primary) and \$30,000 per year for training and ancillary equipment costs. This money is provided by reimbursement, meaning the City incurs the cost, and then submits paperwork to the Airport for reimbursement with a cap at \$30,000. The City Manager and Fire Chief have met with Carl Olson, the Director of CIRA, to discuss revising the Agreement. As part of the discussion, Staff will be looking at the appraisal of Station 3 as well as all other areas of the Agreement.

Alderman Anderson

Consent Agenda: Item 6D- "Emergency Repairs to the Engine on Crash Rescue Truck 1 for the Fire Department"

Question/Comment: "Please verify! Who is responsible for the purchase and repairs of the equipment out at CIRA Stations? If the Airport is required to have this type of vehicle, why would the Aviation Department provide this piece of equipment?"

Staff Response: The attached Intergovernmental Agreement outlines responsibilities, as well as the information above. In reference to the CIRA Stations, according to discussion with CIRA Staff, only Station 6 is required for Airport response. Because of this, once the Intergovernmental Agreement expires, Station 3's status will be a question for the City. Staff is not sure what the reference to the Aviation Department means, but the Federal Aviation Administration (FAA) requires that the vehicle meet certain criteria and typically fund a portion, if not all, of the purchase. The maintenance and operations costs are not paid for by the FAA, and per the attached 1995 Intergovernmental Agreement are paid for by the City.

Alderwoman Schmidt

Consent Agenda: Item 6D- "Emergency Repairs to the Engine on Crash Rescue Truck 1 for the Fire Department"

Question/Comment: "Same questions as others have raised. The Staff Memo notes "The unit is not scheduled by Central Illinois Regional Airport to be replaced for two (2) years." Can we get clarification on who has responsibility for this?"

Staff Response: The replacement of the vehicle is done by the CIRA, with assistance from the FAA. Specific questions in regards to the replacement process would need to be addressed to CIRA. The maintenance and repair of the vehicle is the responsibility of the City, per the 1995 Intergovernmental Agreement.

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Alderman Fruin

Consent Agenda: Item 6E- "Purchase One (1) Chevrolet Tahoe and one (1) Police Patrol Car for the Police Department"

Question/Comment: "I am NOT wanting to micromanage, so I will trust the Staff decision to replace a large SUV and hopefully for more reasons than "snow and ice." With the high cost of fuel, I hope we have a standard process/critique of replacing every COB vehicle with the most economical, and yet one that fits the needs of the job. If I were to critique the purchase, I would like to know why a large SUV is used, trips per day, miles driven, is it generally only driven by "management", how many SUV's do we have, etc. NO response is needed, as I trust the Staff judgment. Of interest is the difference in cost to install equipment between the SUV and patrol car. Again, I trust Staff judgment."

Staff Response: Staff is requesting approval to replace a large Ford Excursion with a Chevrolet Tahoe. The Excursion is a huge and very heavy older vehicle and the Tahoe is lighter and more modern with much better gas mileage. The City's Command Staff utilizes these SUVs not just because of weather issues, such as ice and snow, but also for equipment storage and transportation. Our supervisors carry equipment that can be handed out to the Officers on "scene" and the SUVs are equipped enough to be utilized as a Command Post for small, but lengthy crime or accident scenes. The SUVs have roll out equipment cases that store certain non-lethal weapons such as tear gas guns, battering rams, gas masks, replacement filters for gas masks, traffic cones, flares, batteries, flashlights, traffic vests, rain gear and many other supplies for use in a "callout" for large use of Police resources. The Tahoe is more economical to use long term (5+ years) than any of the squad cars that are available. Because of its heavy frame and long lasting transmission, suspension, and engine, the maintenance costs are lower. Current Large (non-cruiser)Fleet for Police:

- 1 Suburban Command Vehicle
- 3 Tahoes (1 in Command and 2 for Crime Scene Processing)
- 1 Expedition (K9)
- 1 Expedition (US Marshall's Task Force fully paid for)
- 1 Tahoe (Street Crimes)

Alderman Fazzini

Consent Agenda: Item 6F- "Analysis of Bids for Four (4) Automated Side Loading Recycle Trucks for the Public Works Solid Waste Division"

Question/Comment: "What is the estimated price for the sale of current equipment? Should this be subtracted from the \$1,161,584 purchase cost as a net figure?"

Staff Response: Life cycle cost of maintenance equals the maintenance cost from the time the vehicle is purchased to when it is taken out of service. This additional life cycle cost is prohibitive since the estimated resale value of all four (4) existing trucks is approximately \$20,000, as stated in the Staff Memo.

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Alderwoman Schmidt

Consent Agenda: Item 6F- "Analysis of Bids for Four (4) Automated Side Loading Recycle Trucks for the Public Works Solid Waste Division"

Question/Comment: "I continue to be concerned about what I perceive to be an underlying assumption in our reports that our own Departments and Staff will not be able to compete in managed completion. I understand that we want and need to remain flexible in how we move forward in the future. I am focusing here on Staff morale and hope that we consistently affirm the opportunity for our Staff to work on reaffirming and reducing costs to be competitive."

Staff Response: The City Manager and Public Works Director reached out to the Solid Waste Companies and the purchase of these vehicles would not hinder the City's ability to sell vehicles in the future. The Performance Excellence/Managed Competition program will give the departments and staff time to become "competitive." The exact length of this "competitive" time period will precede any formal bidding process.

Alderman Mwilambwe

Consent Agenda: Item 6F- "Analysis of Bids for Four (4) Automated Side Loading Recycle Trucks for the Public Works Solid Waste Division"

Question/Comment: It is not clear to me how we will accommodate for the recommended bid having come in \$161K over budget. Will this be divided equally over the 5 years of the lease program? Is the assumption that we will have no problem meeting this obligation or will we tighten things in other areas?"

Staff Response: The \$161,000 will be divided equally over the five (5) years of the lease program Staff has reviewed the possibility of using Peterbilt for the chassis on the automated recycle truck and would not recommend moving forward with its use. The Town of Normal has experience using Peterbilt chassis with Crane Carrier body and has had many costly issues. In order to use the Peterbilt chassis for the Crane Carrier body, the chassis has to be cut and bolted together. This causes issues with the structural integrity and the manufacturer's warranty on the chassis once the equipment has been altered and/or modified. Peterbilt chassis are used in other locations, but Staff is not aware of any instances where this chassis has been used successfully when it has been altered and/or modified. The Crane Carrier chassis does not need to be altered and/or modified for this body and has been recommended by other firms providing solid waste services.

NOTE: REGARDING CONSENT AGENDA ITEM 6F: "Analysis of Bids for Four (4) Automated Side Loading Recycle Trucks for the Public Works Solid Waste Division"

Alderman Fazzini

Consent Agenda: Item: 6H- "Analysis of Request for Proposals for 2011 Streets, Alleys & Sidewalk Maintenance Contract (City Wide)"

Question/Comment: "Why was the Statement of Qualifications in the RFP if we are now willing to waive the requirement? It seems to me that the requirement made good sense."

Staff Response: Staff does agree with the continued requirement of submitting a State of Qualifications. The City does reserve the right to waive any technicalities in its bid proposal. In this case, greater preference was given to the lowest bid received. This is an annual contract that will be reconsidered at the beginning of the next fiscal year.

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Alderman Fazzini

Consent Agenda: Item 6I- "Analysis of Request for Proposals for 2011 Utility Maintenance Contract (City Wide)"

Question/Comment: "What was the Statement of Qualifications in the RFP if we are now willing to waive the requirement? It seems to me that the requirement made good sense".

Staff Response: Staff does agree with the continued requirement of submitting a State of Qualifications. The City does reserve the right to waive any technicalities in its bid proposal. In this, greater preference was given to the lowest bid received. This is an annual contract that will be reconsidered at the beginning of the next fiscal year.

Alderman Fazzini

Consent Agenda: Item 6J- "Analysis of Request for Proposals for 2011 Grading & Seeding Contract (City Wide)"

Question/Comment: "Why was the Statement of Qualifications in the RFP if we are now willing to waive the requirement? It seems to me that the requirement made good sense".

Staff Response: Staff does agree with the continued requirement of submitting a Statement of Qualifications. The City does reserve the right to waive any technicalities in its bid proposal. In this case, greater preference was given to the lowest bid received. This is an annual contract that will be reconsidered at the beginning of the next fiscal year.

Alderwoman Schmidt

Consent Agenda: 6M- "Agreement with the Town of Normal for the Donation and Installation of four (4) Electric Vehicle (EV) Charging Station (City Wide)"

Question/Comment: "I am pleased to see us moving forward on this."

Staff Response: Staff was waiting for the Town of Normal Council to approve the Agreement before it was recommended to Bloomington City Council. The Town Council approved it on August 15, 2011.

Alderman Fazzini

Consent Agenda: Item 6N- "Edward Byrne Memorial Grant (JAG)"

Question/Comment: "Love the intergovernmental cooperation aspect."

Staff Response: Staff from both communities continues to look at ways to work together.

Alderman Fazzini

Consent Agenda: Item 6O- "Development Agreement between the City and Hershey Grove, LLC"

Question/Comment: "Who is the Principal in Hershey Grove, LLC? What is the history of this person with the City?"

Staff Response: Steve Snyder is the Principal for Snyder Development. Snyder Development has a very good reputation working with the City.

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Alderman Anderson

Consent Agenda: Item 60- "Development Agreement between the City and Hershey Grove, LLC"

Question/Comment: "Do we know how many more of these high cost Annex Agreements are pending? Remind us what the impact on other road projects?"

Staff Response: Staff has done an extensive review on the past Annexation Agreements to try and capture any pending infrastructure costs. These costs have been included in the Capital Improvement Plan. It is important to note that many of these costs are dependent upon when developers move forward with the applicable addition in their development.

Alderman Mwilambwe

Regular Agenda: Item 8A- "Funding Commitment to the Economic Development Council (EDC) of the Bloomington Normal Area"

Question/Comment: "If this approved the additional, where would the additional \$20,000 come from?"

Staff Response: In the FY2012 Budget, under the Economic Development line item, \$100,000 is available. Staff would shift \$20,000 to the EDC for FY2012 as request and in the FY2013 budget would budget an additional \$20,000.

Alderman Fazzini

Regular Agenda: Item 8A- "Funding Commitment to the Economic Development Council (EDC) of the Bloomington Normal Area"

Question/Comment: "I would like to know what number of employees we started with and then the number the City decreased in the past three years in our belt tightening effort?"

Staff Response: Since 2008, the City reduced its full time workforce by 11% or 71 positions.

Alderman Mwilambwe

Regular Agenda: Item 8C- "Bid Analysis for the Locust/Colton CSO Elimination and Water Main Replacement Project"

Question/Comment: "Should we go with the lower bid, are we able to use the savings to fund other projects? Or can we petition the IEPA to be able to use those funds for other similar projects or future phases of this project?"

Staff Response: The Illinois Environmental Protection Agency (IEPA) will not allow for the use of any savings on this contract to be used for other phases of the proposed project or other projects. The IEPA does not anticipate having a low interest loan with principal forgiveness in future fiscal cycles.

NOTE: All Vendors that respond to City Request for Proposal, Request for Qualifications or Bids are put on notice in their packet of information that they are not to contact any City of Bloomington Elected Officials in regards to the RFP, RFQ or Bid. Contacting a City of Bloomington Elected Official could be cause for the Vendor's RFP, RFQ or Bid to be rejected. All Vendors are directed to contact the City's Purchasing Agent, if they have any questions.

Prepared by
Barbara J. Adkins
Deputy City Manager

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CITY

I, Tracey Covert, City Clerk, in and for the City of Bloomington, hereby certify the foregoing to be a true, perfect, and complete copy of the resolution adopted by the Bloomington City Council at a meeting on March 13, 1995

IN TESTIMONY WHEREOF, I have hereof March, 1995.

unto set my hand and seal this 14th day

Tracey Covert
City Clerk

Motion by Alderman Bittner, seconded by Alderman Kroutil that the City/State Agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution be adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Alderman Sprague, Anderson, Whalen, Markowitz, Scheets, Matejka, Kroutil and Bittner.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Approval of an Intergovernmental Agreement Between the City of Bloomington and Bloomington-Normal Airport Authority for Airport Rescue and Fire Fighting Services.

Attached is a proposed agreement between the City and Airport that will set forth the responsibilities of the City and Airport Authority regarding the operation of the Airport Fire Station and the provision of rescue and fire fighting services at the airport. The proposed agreement would replace the current one which was put in place in 1972. The current agreement has not been updated since it was put in place and is very dated. The proposed agreement is much more straight forward and addresses issues of operations that have evolved over the past 20 plus years. Items of note are listed below.

1. The Airport Authority will continue to provide the primary airport fire fighting vehicle. The City will maintain this vehicle and communications equipment involved.
2. The City may use the Airport Authority's fire vehicle off-site for non-airport emergency situations. This is not allowed under the current agreement.
3. The Airport Authority will now contribute up to \$30,000 annually towards training materials, equipment, and supplies for airport rescue and fire training. The current agreement provides no funding from the airport.
4. Requires communication to be between the Fire Chief and the Airport Operation's Manager when issues arise regarding this agreement and its impact on station operations.
5. Allows renegotiation of the agreement if rules and /or regulations change regarding FAA requirements for airport fire and rescue services. This recognizes that such changes usually result in increased operational and training costs.
6. The City will continue to be responsible for station operations and maintenance.

Chief Otto and I believe that the proposed agreement adequately addresses Fire Department concerns left un-addressed by the current agreement. It is flexible so issues can be addressed as they arise. It helps offset the rising costs of training for airport fire and rescue services, and clarifies responsibilities that are not addressed or are unclear in the existing agreement.

Staff recommends the City Council approve the Intergovernmental Fire Station Maintenance and Operating Agreement.

Respectfully,

Tom Hamilton
City Manager

**INTERGOVERNMENTAL FIRE STATION MAINTENANCE
AND OPERATING AGREEMENT**

BACKGROUND

The parties to this Agreement are the City of Bloomington, a municipal corporation, McLean County, Illinois (City) and the Bloomington Airport Authority, a municipal corporation, McLean County, Illinois (Authority).

City and Authority entered into a Fire Station Construction, Maintenance and Operation Agreement (Prior Agreement) on May 22, 1972. Prior Agreement provided for the construction, staffing, training, equipping and other similar matters involving the construction and operation of a "fire crash rescue facility" (Fire Station #3).

Fire Station #3 has been constructed and is currently being operated under the terms of Prior Agreement.

Because of changed conditions and circumstances and in order to meet the current needs of both parties hereto, the City and the Authority have agreed that from and after the date of execution of this Agreement that Prior Agreement will no longer be effective and neither party hereto shall thereafter be obligated thereunder and all of the rights and liabilities of the parties hereto shall be as are hereinafter set forth.

AGREEMENT

In consideration of the mutual undertakings of both parties hereto and in further consideration of the mutual benefits accruing to the parties hereto, it is hereby agreed as follows:

1. The term of this Agreement is Twenty (20) years commencing March 1, 1995. This term can be extended only by the express written consent of both parties executed prior to the expiration of the twenty (20) year term. This agreement shall be subject to renegotiation annually at the discretion of either party should a substantial change in conditions, regulations or requirements occur.
2. City shall continue to occupy and be responsible for maintenance of Fire Station #3. City shall be responsible for all grounds maintenance as well as utilities cost associated with the operation of Fire Station #3.

3. City will furnish at Fire Station #3 at least one pumping equipment vehicle equipped for structural fire fighting with a capacity of 1,250 gallons per minute and suitable for structural fire extinguishing both on and off airport premises and such first aid, hose drying facilities, and other appurtenances and equipment as the City may deem necessary for the support of such vehicle, and shall maintain the equipment so supplied by it in good working condition. City may furnish such other equipment as it deems desirable or appropriate to the location. Authority shall provide for all necessary Aircraft Rescue and Fire Fighting vehicles as required by the FAA regulations or as deemed necessary to support aircraft rescue and fire fighting services. City agrees to, at all times, provide for housing of said vehicles within the confines of Fire Station #3.
4. City shall maintain its own equipment as well as the equipment furnished by Authority under the preceding paragraph thereof. This maintenance shall include all radios equipped in vehicles. As regards maintenance, Authority, at its expense, may arrange for a manufacturer's representative to visit Fire Station #3 to inspect the vehicles and to provide training for the Fire Fighters and those individuals responsible for maintenance of the Authority vehicles.
5. City may use one of Authority's vehicles off of Authority's property for a limited time in the event of an emergency as agreed upon by City and Airport Authority. In the event that a vehicle leaves Authority property to assist in an offsite emergency, City agrees that all remaining Authority vehicles shall remain on Airport property and shall be fully staffed and functional. At no time shall there exist a situation where all Authority provided vehicles are either out of service or located off of Authority property. In the event that Authority determines that it is necessary or appropriate for it to take possession of any of its vehicles located in Fire Station #3, that Authority's Operations Manager or Authority's Director of Aviation shall advise the Fire Chief of City in advance of the need to remove the vehicle.
6. City is to provide all aircraft rescue and Fire Fighting rescue services, structural fire fighting services and other services as needed on Authority property. This includes all parts of Authority property including those that are currently not located within the Corporate limits of City.
7. The Airport Authority shall make available to the City, after proper documentation, reimbursement to City for certain fire fighting supplies and equipment. The maximum amount of such reimbursement shall be \$30,000.00 annually with reimbursement shall be due to the City only in the event that City and Authority have agreed in writing to the training or the purchase of the fire fighting supplies and equipment as the case may be. Training costs are to include travel expenses and wages of personnel while engaged in ARFF related training activities.

8. City shall staff Fire Station #3 with fire fighters trained to a sufficient level to meet all of the Federal Aviation Administration requirements as dictated under FAR Part 139. A copy of FAR Part 139 is attached hereto as an Appendix to this Agreement. The parties acknowledge that it will be revised from time to time by the Federal Aviation Administration and as it is revised, the City agrees to meet the required training standards.
9. The line of communication between City and the Authority involving policies, procedures, or matters of any nature involving this Agreement shall be between the City Fire Chief's Office and the Operations Manager for the Authority.
10. By the execution of this Agreement, The Fire Station Construction, Maintenance and Operation Agreement dated May 22, 1972 shall be deemed terminated.

EXECUTED at Bloomington, Illinois, this 14th day of March, 1995.

CITY OF BLOOMINGTON,
A MUNICIPAL CORPORATION

BLOOMINGTON/NORMAL
AIRPORT AUTHORITY
A MUNICIPAL CORPORATION

Jesse R. Smart
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Bittner, seconded by Alderman Kroutil that the Intergovernmental Fire Station Maintenance and Operating Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Alderman Sprague, Anderson, Whalen, Markowitz, Scheets, Matejka, Kroutil and Bittner.

Nays: None.

Motion carried.