

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

November 7, 2022

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.

(1) Roll Call:

(2) Pledge of Allegiance:

Invocation:

(3) Public Comment: (Please register with the City Clerk):

(4) Approval of Minutes:

(A) Approval of Minutes of the regular meeting of the Belvidere City Council of October 17, 2022; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of Minutes of Committee of the Whole – Public Safety, Finance & Personnel of October 24, 2022; as presented.

(9) Unfinished Business:

(A) Ord. #600H – 2nd Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment within the GB, General Business District (105 W. Harrison Street).

(B) Ord. #601H – 2nd Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment within the CB, Central Business District (508 S. State Street).

(10) New Business:

(A) Resolution 2022-25 – A Resolution Authorizing the Mayor to Execute and the Clerk to Attest a Collective Bargaining Agreement with the Belvidere Fire Department Officers 2022-2026.

Motions forwarded from Committee of the Whole Public Safety and Finance and Personnel of October 24, 2022.

Motion(s) of Public Safety – Chairman Clayton Stevens:

- (A) Motion to purchase one 2023 Dodge Durango at a cost of \$38,228.00 plus equipment and installation in the amount of \$3,675.24. Payment to come from the 2023 Capital Fund line item.

Motion(s) of Finance and Personnel – Chairman Ric Brereton:

- (B) Motion to approve the renewal for CY2023 with BlueCross BlueShield of Illinois for medical and self-funding dental for the City of Belvidere employees.
- (C) Motion to approve the fiscal year ending April 30, 2022, audit as presented by Sikich.
- (D) Motion to approve the 2023 IML Risk Management Association Annual Renewal.

Motion(s) of Building – Chairman Sheryl Prather:

- (E) Motion to replace the current Fire and Security System with Rockford Tech Systems in the amount of \$10,963.31 with the annual fee of \$1,360.00 for monitoring and inspection.

(11) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: October 17, 2022

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois
at 7:00 p.m.

Call to order by Mayor Morris.

(1) Roll Call: Present: R. Brereton, M. Fleury, W. Frank, M. McGee., N. Mulhall,
T. Porter, S. Prather, D. Snow and C. Stevens.

Absent: M. Freeman.

Other staff members in attendance:

Public Works Director Brent Anderson, Fire Chief Shawn Schadle, Police Chief Shane
Woody, Director of Buildings Kip Countryman, Community Development Planner Gina
DelRose, Budget and Finance Officer Shannon Hansen, City Attorney Mike Drella and
City Clerk Sarah Turnipseed.

(2) Pledge of Allegiance:

Invocation: Mayor Morris.

(3) Public Comment: Mayor Morris reminded everyone about the upcoming Fuel Center
Groundbreaking on October 28th at 11:00a.m.

Rodney Riley proponent for Resolution #2022-24
Urging the Repeal or Amendment of the Safe-T Act.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
October 3, 2022; as presented.

Motion by Ald. Fleury, 2nd by Ald. McGee to approve the minutes of the regular meeting
of the Belvidere City Council of October 3, 2022. Aye voice vote carried. Motion
carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

- (A) Fire Chief Shawn Schadle recognized Firefighter Winnie, Firefighter Bullard and Lieutenant Swanson for their excellent service provided on January 15, 2022, that was viewed and “liked” by millions on Tik Tok.
- (B) Report of Growth Dimension by Pam Lopez-Fettes Executive Director.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$2,937,426.42
Water & Sewer Fund Expenditures: \$ 622,309.12

Motion by Ald. Snow 2nd by Ald. Mulhall to approve the General & Special Fund Expenditures in the amount of \$2,937,426.42. Roll Call Vote: 9/0 in favor. Ayes: Brereton, Fleury, Frank, McGee, Mulhall, Porter, Prather, Snow and Stevens. Nays: None. Motion carried.

Motion by Ald. Porter, 2nd by Ald. McGee to approve the Water & Sewer Fund Expenditures in the amount of \$622,309.12. Roll Call Vote: 9/0 in favor. Ayes: Fleury, Frank, McGee, Mulhall, Porter, Prather, Snow, Stevens and Brereton. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime Pay for September 2022.
- (B) Monthly Report of Belvidere Fire Department Overtime Pay for September 2022.
- (C) Monthly Report of Community Development Department/Planning Department for September 2022.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for September 2022.
- (E) Monthly General Fund Report for September 2022.
- (F) Monthly Water/Sewer Fund Report September 2022.
- (G) Monthly CD Investments for September 2022.
- (H) Minutes of Planning and Zoning Commission of October 11, 2022.

Let the record show these reports were placed on file.

- (I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of October 10, 2022.

Motion by Ald. McGee, 2nd by Ald. Snow to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of October 10, 2022. Aye voice vote carried. Motion carried.

(9) Unfinished Business: None.

Belvidere City Council
October 17, 2022

(10) New Business:

- (A) Ord. #600H – 1st Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment within the GB, General Business District (105 W. Harrison Street).
- (B) Ord. #601H – 1st Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment within the CB, Central Business District (508 S. State Street).

Let the record show that Ordinances #600H and #601H were placed on file for first reading.

- (C) Res.#2022-24 – A Resolution Urging the Repeal or Amendment of the SAFE-T ACT.

Motion by Ald. Frank, 2nd by Ald. Fleury to adopt Res. #2022-24 – A Resolution Urging the Repeal or Amendment of the SAFE-T ACT. Roll Call Vote: 9/0 in favor. Ayes: Frank, McGee, Mulhall, Porter, Prather, Snow, Stevens, Brereton and Fleury. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of October 10, 2022.

- (A) Motion to approve the Special Use Extension for 825 N. Appleton Road (Conservation District Solar Farm) for one year. Roll Call Vote: 9/0 in favor. Ayes: McGee, Mulhall, Porter, Prather, Snow, Stevens, Brereton, Fleury and Frank. Nays: None. Motion carried.
- (B) Motion to approve the purchase of the 2015 Ford F350 pickup truck from Belvidere Motors at the cost of \$26,800.00. This vehicle will be paid for from the Water Depreciation Fund (#04-09). Discussion took place concerning condition of pickup truck. Roll Call Vote: 7/1 in favor. Ayes: Mulhall, Porter, Prather, Snow, Brereton, Fleury, Frank. Nays: Stevens. Motion carried.
- (C) Motion to approve the proposal from LAI, Ltd., in the amount of \$48,000.00, for the replacement of WWTP RAS pump #2. This work will be paid for from the plant depreciation fund. Roll Call Vote: 9/0 in favor. Ayes: Porter, Prather, Snow, Stevens, Brereton, Fleury, Frank, McGee and Mulhall. Nays: None. Motion carried.
- (D) Motion to approve the proposal from R.N.O.W., Inc to purchase an Insight Vision sewer inspection camera in the amount of \$7,442.00. This work will be paid for from the sewer depreciation account. Roll Call Vote: 9/0 in favor. Ayes: Prather, Snow, Stevens, Brereton, Fleury, Frank, McGee, Mulhall and Porter. Nays: None. Motion carried.

Belvidere City Council
October 17, 2022

(E) Motion to approve a Block Party Request for 1451 Pondview Drive on October 22, 2022 from 3:00p.m. to 9:00p.m. Roll Call Vote: 9/0 in favor. Ayes: Snow, Stevens, Brereton, Fleury, Frank, McGee, Mulhall, Porter and Prather. Nays: None. Motion carried.

(F) Motion to accept the \$1,500 check #601921325 donated from Gordon and Linda Neese to the Belvidere Police Department. Roll Call Vote: 9/0 in favor. Ayes: Stevens, Brereton, Fleury, Frank, McGee, Mulhall, Porter, Prather and Snow. Nays: None. Motion carried.

(G) Motion to approve using the \$1,500 Gordon and Linda Neese donation to purchase an Apple iPad Air, keyboard, and stylus in the amount of \$1,277.54. Roll Call Vote: 9/0 in favor. Ayes: Brereton, Fleury, Frank, McGee, Mulhall, Porter, Prather, Snow and Stevens. Nays: None. Motion carried.

Motion by Ald. Snow, 2nd by Ald. McGee to go into Executive Session at 7:39p.m. to discuss Collective Bargaining Matters pursuant to Section 2(c)(2) of the Open Meeting Act. Roll Call Vote: 9/0 in favor. Ayes: Fleury, Frank, McGee, Mulhall, Porter, Prather, Snow, Stevens and Brereton. Nays: None. Motion carried.

Motion by Ald. Snow, 2nd by Ald. Prather to come out of Executive Session at 7:55p.m. Roll Call Vote: 9/0 in favor. Ayes: Frank, McGee, Mulhall, Porter, Prather, Snow, Stevens, Brereton and Fleury. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Snow, 2nd by Ald. Fleury to adjourn meeting at 7:55p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
October 24, 2022
6:00 p.m.

Date: October 24, 2022

Convened in the Belvidere Council Chambers, 401 Whitney Blvd., Belvidere, Illinois at 6:00p.m.

Call to Order – Mayor Clinton Morris:

Roll Call:

Present: R. Brereton, M. Fleury, W. Frank, M. Freeman, M. McGee, N. Mulhall, T. Porter, D. Snow.

Absent: S. Prather and C. Stevens.

Other staff members in attendance:

Public Works Director Brent Anderson, Director of Buildings Kip Countryman, Budget and Finance Officer Shannon Hansen, Police Chief Shane Woody, Fire Chief Shawn Schadle, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: Mayor Morris reminded everyone about the upcoming Fuel Center Groundbreaking on October 28th at 11:00a.m.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Police Department – Update.

Police Chief Shane Woody presented an update.

- (B) Police Department – Purchase 2023 Dodge Durango.

Motion by Ald. Fleury, 2nd by Ald. Porter to purchase one 2023 Dodge Durango at a cost of \$38,228.00 plus equipment and installation in the amount of \$3,675.24. Payment to come from the 2023 Capital Fund line item. Aye voice vote carried. Motion carried.

(C) Fire Department – Update.

Fire Chief Shawn Schadle presented an update. Discussion took place concerning update.

3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:

(A) Finance Department – Update.

Budget and Finance Officer Shannon Hansen presented an update.

(B) Health Renewal CY2023 – Tim Knauf of Gallagher.

Tim Knauf of Gallagher presented the Health Renewal for CY2023. Discussion took place concerning renewal. Motion by Ald. Snow, 2nd by Ald. McGee to approve the renewal for CY2023 with BlueCross BlueShield of Illinois for medical and self-funding dental for the City of Belvidere employees. Aye voice vote carried. Motion carried.

(C) Sikich LLP Audit Review.

Sikich Audit Presentation by Nick Bava. Motion by Ald. Frank, 2nd by Ald. Snow to approve the fiscal year ending April 30, 2022, audit as presented by Sikich. Aye voice vote carried. Motion carried.

(D) 2023 IML Risk Management Association Annual Renewal

Discussion took place concerning renewal and payment. Motion by Ald. Snow, 2nd by Ald. Mulhall to approve the 2023 IML Risk Management Association Annual Renewal. Aye voice vote carried. Motion carried.

5. Other:

(A) City Hall Interior Painting.

Motion by McGee, 2nd by Ald. Mulhall to approve the proposal from Klinefelter Drywall & Painting in the amount of \$25,525 for repainting the interior of City Hall. The cost of this work shall be paid for from line item 01-5-110-6010- Building Maintenance. Discussion took place concerning repainting the interior of City Hall. Roll Call Vote: 3/5 in favor. Ayes: Fleury, Mulhall and Snow. Nays: Brereton, Frank, Freeman, McGee and Porter. Motion lost.

(B) City Hall Monitoring System.

Motion by Ald. Snow, 2nd by Ald. Mulhall to replace the current Fire and Security System with Rockford Tech Systems in the amount of 10,963.31 with the annual fee of \$1,360.00 for monitoring and inspection. Discussion took place concerning replacement of Fire and Security System. Aye voice vote carried. Motion carried.

(C) Collective Bargaining Agreement with the Belvidere Fire Department Officers.

Motion by Ald. Mulhall, 2nd by Ald. Porter to forward to City Council to adopt A Resolution Authorizing the Mayor to Execute and the Clerk to Attest a Collective Bargaining Agreement with the Belvidere Fire Department Officers. Aye voice vote carried. Motion carried.

6. Adjournment:

Motion by Ald. Fleury, 2nd by Ald. McGee to adjourn meeting at 7:10p.m. Aye voice carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

ORDINANCE NO. 600H

**AN ORDINANCE GRANTING A SPECIAL USE
TO ALLOW INDOOR COMMERCIAL ENTERTAINMENT
WITHIN THE GB, GENERAL BUSINESS DISTRICT
(105 W. Harrison Street)**

WHEREAS, The City of Belvidere has adopted Chapter 150, Zoning Ordinance in accordance with the provisions of Illinois Compiled Statutes to regulate the use of land and to specify the minimum requirements for improvements on land in the City of Belvidere; and

WHEREAS, Special Uses are certain municipal or private uses that due to their physical or operational characteristics may pose a threat to the value, use and enjoyment of adjoining property; are reviewed on a case by case basis; and are permitted only by permission of the Belvidere City Council; and,

WHEREAS, The applicant, OM Belvidere Liquor Inc, 200 S. Frontage Road, Burr Ridge, IL 60527 on behalf of the property owner, KAH III, LLC, 2701 W. Lawrence Avenue #100, Springfield, IL 62704 is requesting a special use to allow indoor commercial entertainment at 105 W. Harrison Street; and

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the City of Belvidere Planning and Zoning Commission held a public hearing on October 11, 2022 concerning the proposed Special Use; and,

WHEREAS, the City of Belvidere Planning and Zoning Commission having examined the application and having considered the evidence, both oral and documentary and being fully advised about the premises did make findings of fact and a recommendation; and,

WHEREAS, the corporate authorities of the City considered the findings of fact and concur with the recommendation of the Planning and Zoning Commission,

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by this reference.

Section 2. That a Special Use in the GB, General Business District to allow for indoor commercial entertainment on the property depicted in Attachment A and legally described as:

LOTS 1 AND 2, BOTH IN BLOCK 7 OF FRY'S RE-SURVEY, AS PLATTED AND RECORDED IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOIS, EXCEPTING THEREFROM, HOWEVER, SO MUCH OF SAID TWO LOTS AS CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, BY ROAD DEDICATION DEED DATED OCTOBER 18, 1957, AND RECORDED IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOIS, IN BOOK 2 OF ROADS, ON PAGE 252.

LOT 3 IN BLOCK 7 OF FRY'S RE-SURVEY AS PLATTED AND RECORDED IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOIS, IN BOOK 2 OF PLATS, AT PAGE 9.

AND ALSO THAT PART OF LOT 4 IN SAID BLOCK 7, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT AND RUNNING THENCE WESTERLY ALONG THE SOUTHERLY LINE OF STATE STREET, A DISTANCE OF 33 FEET; THENCE AT RIGHT ANGLKES TO SAID STREET, AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 132 FEET, TO THE SOUTHERLY LINE OF SAID LOT; THENCE AT RIGHT ANGLES EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, TO THE SOUTHEASTERLY CORNER THEREOF; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE EASTERLY LINE OF SAID LOT, 132 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM, HOWEVER, THAT PART OF SAID PREMISES CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES BY DEDICATION DEED RECORDED IN BOOK 2 OF ROADS, ON PAGE 250), IN BOONE COUNTY, ILLINOIS.
PIN: 05-26-129-013

is hereby approved, subject to the following conditions:

1. Compliance with all applicable codes and ordinances.

Section 3. That the premises shall be used in accordance with and subject to the applicable provisions of the Zoning Ordinance of the City of Belvidere and shall not be used except as may otherwise be expressly authorized by the applicable law and the special use.

Section 4. That acceptance of any of the benefits of this Special Use shall be deemed acceptance of all the terms and conditions set forth herein.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 7. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the City Council of the City of Belvidere this ____ day of _____, 2022.

APPROVED by the Mayor of the City of Belvidere this ____ day of _____, 2022.

Clint Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: ____ Nays: ____ Absent: ____

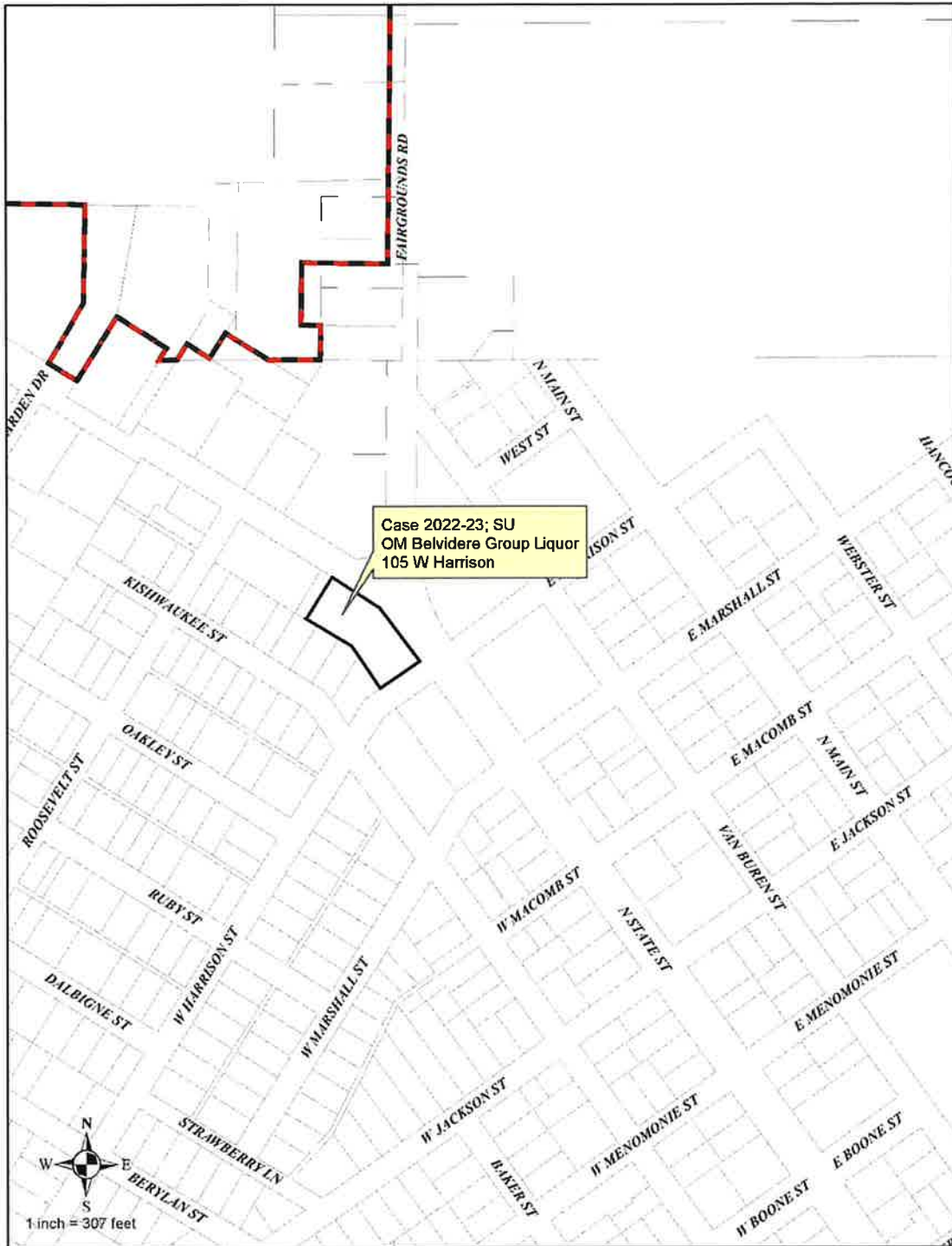
City Council Members Voting Aye: ____

City Council Members Voting Nay: ____

Date Published:

Sponsor: _____

ATTACHMENT A



CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

401 WHITNEY BLVD. SUITE 300 BELVIDERE, IL 61008 * PH (815)547-7177 FAX (815)547-0789

October 4, 2022

ADVISORY REPORT

CASE NO: 2022-23

APPLICANT: OM Belvidere Liquor, 105 W. Harrison Street

REQUEST AND LOCATION:

The applicant, OM Belvidere Liquor Inc, 200 S. Frontage Road, Burr Ridge, IL 60527 on behalf of the property owner, KAH III, LLC, 2701 W. Lawrence Avenue #100, Springfield, IL 62704 for a special use to permit indoor commercial entertainment which includes video gaming in the GB, General Business District at 105 W. Harrison Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(5)(B)(2) Indoor Commercial Entertainment and 150.904 Special Use Review and Approval Procedures). The subject property is 0.81 in size and is developed with a commercial building and parking area. PIN: 05-26-129-013.

EXISTING LAND USE:

Subject property: Vacant commercial building

North: KFC Restaurant

South: Shell Gas Station

East: Multi-tenant commercial building

West: Residential

CURRENT ZONING:

Subject property: GB, General Business District

North, South and East: GB, General Business District

West: SR-6, Single Family Residential-6 District

COMPREHENSIVE PLAN:

Subject property: General Business

North, South and East: General Business

West: Single Family Residential

BACKGROUND:

The property is located at the northwest corner of Harrison Street and North State Street and is part of the North State Street commercial corridor. A variety of commercial uses have operated on the property, including the long-operating Huddle Restaurant. When the Huddle Restaurant

closed in 2008, Family Video redeveloped the property with the current 5,040 square-foot building but ultimately closed in 2020. Since then, an online grocery delivery business known as Go Puff operated briefly out of the building.

The property is zoned General Business District. Several land uses are allowed to operate on the property by right (not requiring city council approval) such as professional services, offices, indoor retail sales and indoor maintenance services. More intense land uses such as indoor commercial entertainment, outdoor commercial entertainment, in-vehicle sales and service and vehicle repair and maintenance require a special use. There are no restrictions for hours of operating in the General Business District. This means a retail liquor can operate on-site and the hours of operation are not restricted, except alcohol sales.

The special use being requested is only for the indoor commercial entertainment aspects of the business. Indoor Commercial Entertainment uses include taverns, theaters, bowling alleys, arcades (including video gaming), roller rinks and pool halls. Although retail sales of alcohol are permitted, on-site consumption in this situation would be considered indoor commercial entertainment. Due to the size of the building certain land uses such as theaters, bowling alleys and roller rinks would not be feasible. Taverns, arcades and pool halls would be.

At this time, the applicant is not requesting a special use for outdoor commercial entertainment. Outdoor activities such as music, beer gardens, etc. are not permissible.

The Zoning Ordinance was updated in 2006 requiring a special use for Indoor Commercial Entertainment. Bars and taverns that were in existence prior to that date have been considered "grandfathered" for the bar use. In 2013, Illinois State Law allowed municipalities to determine that video gaming would be permitted within their jurisdiction. The State limits the number of machines to six per establishment and every establishment must have a liquor license that allows for the pouring of alcohol (except for those that qualify as a truck stop). In 2013, Belvidere voted to allow video gaming and in 2020, the City Council voted to increase the limit on the number of gaming establishments from 30 to 40. Currently 38 of the 40 available licenses have been issued. Although the special use for indoor commercial entertainment allows for various businesses, the applicant is aware that granting the special use does not guarantee them the ability to have video gaming machines.

TREND OF DEVELOPMENT:

The subject property is located at the intersection of North State Street and Harrison Avenue which is the southern boundary of the North State Street Commercial Corridor. Several businesses have either recently located to North State Street or have gone through extensive renovations. Harrison Avenue consists of primarily established residential development until it intersects with North State Street.

COMPREHENSIVE PLAN:

The subject property is designated as "General Business" by the City of Belvidere Comprehensive Plan adopted July 15, 1999. The General Business map category encourages indoor commercial, office, institutional and controlled outdoor display land uses with moderate landscaping and signage.

FINDINGS OF FACT:

Per Section 150.904 (G) of the City of Belvidere Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

- A. **Findings:** The establishment, maintenance, or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Both the commercial and residential areas near the subject property are well established. The development of a new commercial business that may include on-site consumption of alcohol and video gaming is not expected to decrease the general welfare of the property. Although indoor commercial entertainment is not the predominate type of business along North State Street it is located in the immediate area. The restaurant that formerly occupied the property allowed for on-site consumption of alcohol as well. The planning staff does not foresee any negative impacts.

- B. **Findings:** The proposed special use, both its general use independent of its location and in its specific location, will be in harmony with the purposes, goals, objectives, policies, and standards of the City of Belvidere Comprehensive Plan, Section 150.904 of the Belvidere Zoning Ordinance and any other plan, program, or ordinance adopted, or under consideration pursuant to Notice of Public Hearing by the City.

The Comprehensive Plan shows the property and the majority of adjacent properties as general business. Indoor commercial land uses are appropriate and the indoor commercial land use will not be noticeable from the outside except for potential signage.

The property has adequate parking and ingress/egress off North State Street and Harrison Street. The additional traffic from the special use is not anticipated to negatively impact the accessibility of nearby businesses or residences.

- C. **Findings:** The special use will not in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to Notice of Public Hearing by the City or governmental agency having jurisdiction to guide development.

Although there is an established residential neighborhood to the west, the property fronts along North State Street and is within the North State Street commercial corridor. The property has experienced a variety of commercial uses for decades such as the Huddle Restaurant that included a bar area. A new commercial land use would not be out of character. There is a large parking lot with access off of North State Street and Harrison Street. Unless patrons live within the neighborhood, vehicle traffic will most likely utilize North State Street to access the property.

The special use for indoor commercial entertainment will not lessen the property's level of compliance with the Comprehensive Plan; the site will be required to be in conformance with the requirements of the City of Belvidere's Zoning Ordinance.

- D. Findings:** The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property, maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

The property is surrounded by established businesses and residences, land uses which are not reflected to change according to the Comprehensive Plan. The surrounding properties are accustomed to having indoor commercial entertainment, retail, restaurant and vehicle related businesses nearby. The planning staff is not aware of any negative impacts an indoor commercial entertainment business has created nearby and does not anticipate the proposed business being any different.

- E. Findings:** The proposed Special Use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvement facilities, utilities or services provided by public agencies servicing the subject property.

The subject property is served with proper utilities.

- F. Findings:** The potential public benefits of the proposed special use outweighs any and all potential adverse impacts of the proposed special use after taking into consideration the Applicant's proposal and any requirements recommended to ameliorate such impacts.

The planning staff does not anticipate any potential adverse impacts of the indoor commercial entertainment land uses. The property has a history of commercial businesses, one of which included indoor commercial entertainments. Having a successful business on the property will be beneficial to the neighborhood and community.

SUMMARY OF FINDINGS:

Both the commercial and residential areas near the subject property are well established. The development of a new commercial business that may include on-site consumption of alcohol and video gaming is not expected to decrease the general welfare of the property. Although indoor commercial entertainment is not the predominate type of business along North State Street it is located in the immediate area. The restaurant that formerly occupied the property allowed for on-site consumption of alcohol as well. The planning staff does not foresee any negative impacts.

Although there is an established residential neighborhood to the west, the property fronts along North State Street and is within the North State Street commercial corridor. The property has experienced a variety of commercial uses for decades such as the Huddle Restaurant that included a bar area. A new commercial land use would not be out of character. There is a large parking lot with access off of North State Street and Harrison Street. Unless patrons live within the neighborhood, vehicle traffic will most likely utilize North State Street to access the property.

The special use for indoor commercial entertainment will not lessen the property's level of compliance with the Comprehensive Plan; the site will be required to be in conformance with the requirements of the City of Belvidere's Zoning Ordinance. The property is surrounded by

established businesses and residences, land uses which are not reflected to change according to the Comprehensive Plan.

The planning staff does not anticipate any potential adverse impacts of the indoor commercial entertainment land uses. The property has a history of commercial businesses, one of which included indoor commercial entertainments. Having a successful business on the property will be beneficial to the neighborhood and community.

RECOMMENDATION:

The planning staff recommends the **approval** of case number **2022-23** for a special use for indoor commercial entertainment at 105 W. Harrison Street subject to the following conditions:

1. Compliance with all applicable codes and ordinances.

Submitted by:



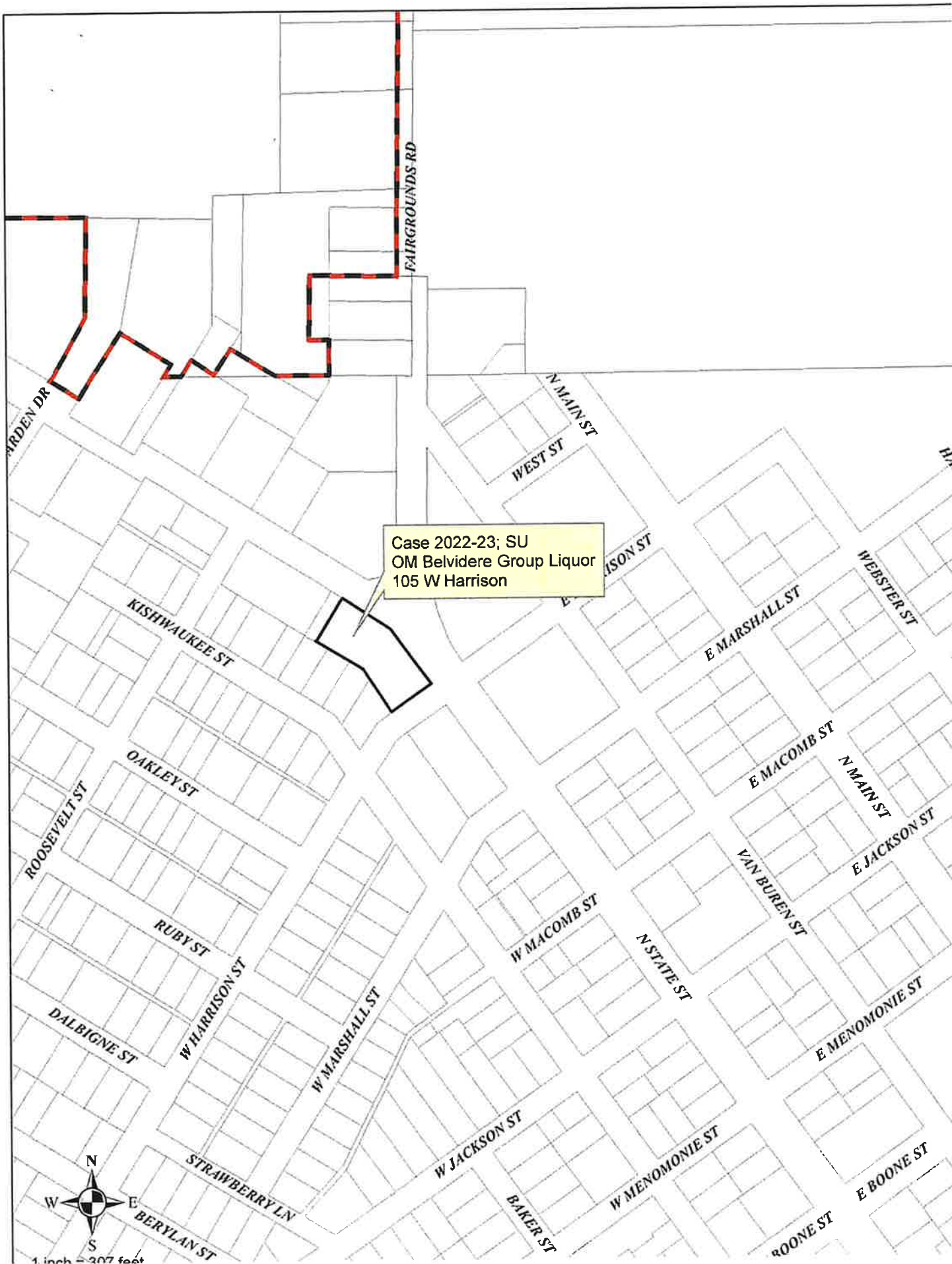
Gina DelRose, Community Development Planner

Review and Recommendation by the Planning and Zoning Commission. The Planning and Zoning Commission shall review the application, adopt findings of fact, and make a recommendation to the City Council.

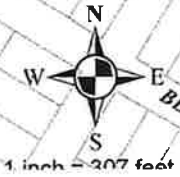
Review and Action by the City Council. The City Council shall consider the Planning and Zoning Commission's recommendation regarding the proposed special use. The City Council may approve or deny the special use as originally proposed, may approve the proposed special use with modifications or may remand the matter back to the Planning and Zoning Commission for further discussion or hearing. The City Council's approval of the requested special use shall be considered the approval of a unique request, and shall not be construed as precedent for any other proposed special use.

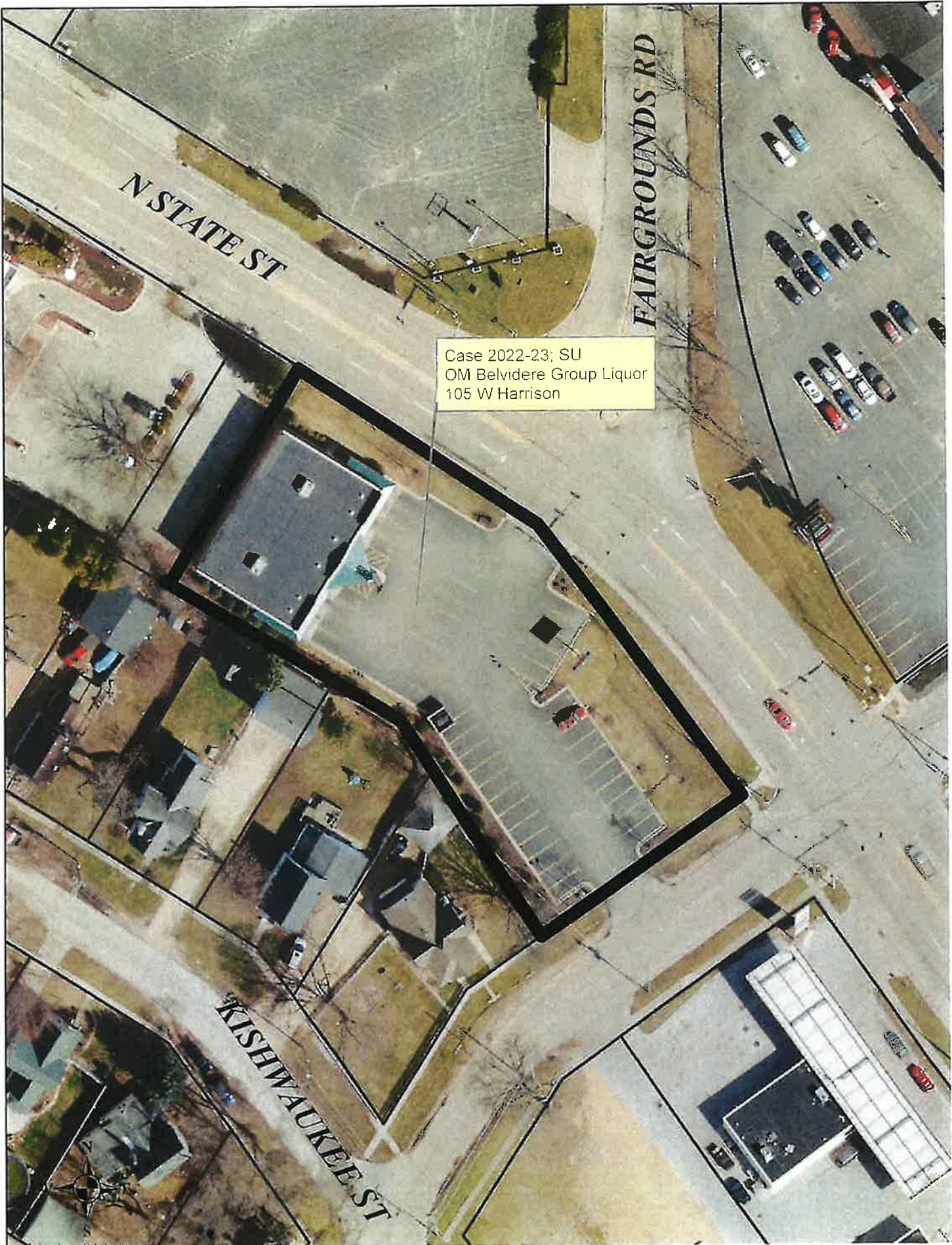
ATTACHMENTS

1. Location Map by Planning Staff.
2. Aerial photo by Planning Staff.
3. Narrative submitted by Applicant.
4. Site plans submitted by Applicant.
5. Elevations submitted by Applicant
6. Letter submitted by Teagan Duffy, Boone County Soil and Water District dated September 13, 2022.
7. Letter submitted by Amanda Mehl, Boone County Health Department dated September 21, 2022.



Case 2022-23; SU
OM Belvidere Group Liquor
105 W Harrison





Case 2022-23, SU
OM Belvidere Group Liquor
105 W Harrison



200 S. Frontage Rd., Suite 310
Burr Ridge, IL 60527
(224) 388-1346
mikepatel711@gmail.com

September 7, 2022

To Whom This May Concern,

I am writing this letter for special use for building and property located at 105 W Harrison St. Belvidere, IL 61008. We are requesting for special use of Liquor store with a liquor license, tobacco license, and Video Gaming license. The entity that will own this liquor store with the special uses listed above will be Om Belvidere Liquor, inc. We are requesting this special use for video gaming license because it will be very important for the financial viability of this location. We believe our financial viability will be much better if our customers see our location is a one time stop for any tobacco and liquor needs along with any video gaming experience that the customer may want to have. We appreciate the City of Belvidere giving this strong consideration (as we are also the developers/owners of the Speedtrek Travel Center I-90 and Genoa road in Belvidere, IL) and we hope that we are granted this approval for special use.

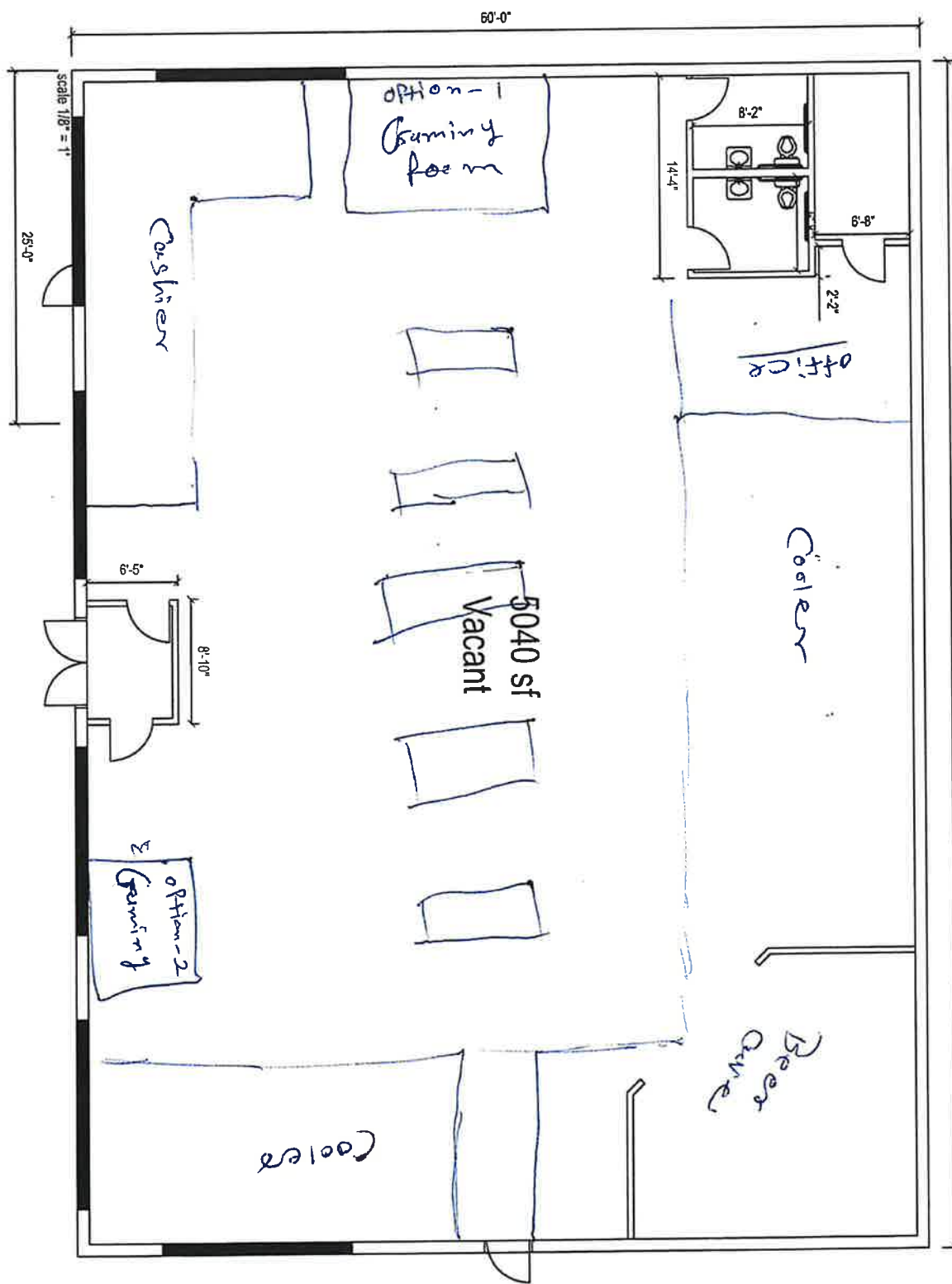
Please reach out to me with any questions or concerns.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Mihir Patel', with a stylized flourish at the end.

Mihir Patel, President of Om Belvidere Liquor, Inc.

84'-0"



60'-0"

Scale 1/8" = 1'

25'-0"



#657 Belvidere, IL

105 W HARRISON ST, BELVIDERE, IL, 61008

Floor Plan

***EXISTING CONDITIONS: V.I.F.**

Verify all dimensions and conditions in the field. Any discrepancies in these drawings shall be brought to the attention of the owner's representative prior to the submittal of plan sets for owner and city review. Failure to do so will not be an acceptable reason for change orders.

Date: 02/13/2021



**Boone County
Soil & Water
Conservation District**

211. N. Appleton Road
Belvidere, IL 61008
815-544-3465 x3

13 September 2022

SWCD NRI #: 1706

Belvidere Planning Department
401 Whitney Blvd., Suite 300
Belvidere, IL 61008

Dear Sir/Madam,

A request for a Natural Resource Information Report was submitted. We will supply a written reply to your office as indicated below:

Our review does not apply in this instance.
 Other (see attached)

Location of Site: 105 W. Harrison St. Belvidere, IL 61008
PIN(S): 05-26-129-013

Contact	Petitioner	Owner
Mihir Patel 161 Freesia Ln. Elgin, IL 60124 (224) 388-1346 Mikepatel711@gmail.com	Same as Contact	Om Belvidere Liquor Inc. 200 S. Frontage Rd. Burr Ridge, IL 60527

Request: Special use for indoor commercial entertainment

Notes: By considering the current zoning, current land use, Geographical Information Systems maps, and requested Special Use Permit, the Boone County Soil and Water Conservation District has determined that the proposed use will have no significant impact on the natural resources on the property or surrounding area.

Sincerely,

Teagan Duffy
Boone County Soil & Water
Conservation District



Public Health
Prevent. Promote. Protect.

Boone County Health Department

1204 Logan Avenue, Belvidere, Illinois 61008
Main Office 815.544.2951 Clinic 815.544.9730 Fax 815.544.2050
www.boonehealth.org

The mission of the Boone County Health Department is to serve our community by preventing the spread of disease, promoting optimal wellness & protecting the public's health.

September 21, 2022

City of Belvidere
Community Development
Gina DelRose
401 Whitney Blvd Suite 300
Belvidere, IL 61008

Email: gdelrose@ci.belvidere.il.us

Re: Case: 2022-23; OM Belvidere Liquor, 105 W. Harrison Street

Dear City of Belvidere,

We are in receipt of a copy of a special use request to permit indoor commercial entertainment. Which includes video gaming at 105 W. Harrison Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(5)(B)(2) Indoor Commercial Entertainment and 150.904 Special Use Review and Approval Procedures) in the GB, General Business District on 0.81 acres. PIN: 05-26-129-013

If prepared or temperature controlled foods are served, prior to operation of the establishment a to-scale plan and a food application must be submitted to the Boone County Health Department for review. The plan review fee would be determined when menu information is submitted. Below is the county code explaining this further.

Sec. 30-35. Submission and review of plans; permits.

- (a) *Generally*, whenever a food service establishment or retail food store is constructed or extensively remodeled and whenever an existing structure is converted to use as a food service establishment, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling, or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, construction materials of work areas, and the type and model of proposed fixed equipment and facilities.
- (b) *Permit required*. Any business or organization desiring to operate as a food service establishment or retail food establishment must have a current food service permit.
- (c) *Plans, inspection and approval*. Before issuing a food service permit to a new establishment, plans must be submitted to and approved by the health authority. Plans submitted for review must be accompanied by the appropriate plan review fee as listed in section 38-31.

RE: Case: 2022-23; OM Belvidere Liquor, 105 W. Harrison Street

Date: September 21, 2022

Page: 2 of 3

Food establishment classifications. All food service establishments or retail food establishments shall be categorized according to their type of operation, size of operation, and risk category of the food prepared and/or served and shall obtain a permit for the class of operation as hereinafter defined. The listing of various types of operation is not intended to be all inclusive, but typical and not limited to those mentioned. If a food establishment is not specifically listed, it shall be classified according to the class to which it most closely resembles.

- (1) *Category I High Risk Facility:* is a food establishment that presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and/or type of population served by the facility. The following criteria shall be used to classify facilities as Category I High Risk facilities:
 - a. whenever cooling of potentially hazardous foods occurs as part of the food handling operations at the facility;
 - b. when potentially hazardous foods are prepared hot or cold and held hot or cold for more than 12 hours before serving;
 - c. if potentially hazardous foods which have been previously cooked and cooled must be reheated;
 - d. when potentially hazardous foods are prepared for off-premises service for which time-temperature requirements during transportation, holding and service are relevant;
 - e. whenever complex preparation of foods, or extensive handling of raw ingredients with hand contact for ready to eat foods, occurs as a part of the food handling operations at the facility;
 - f. if vacuum packaging and/or other forms of reduced oxygen packaging are performed at the retail level; or
 - g. whenever serving immunocompromised individuals, where these individuals compromise the majority of the consuming population.
- (2) *Category I High Risk Multi-Department Facility:* is a food establishment that presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks. These facilities have the same criteria as Category I High Risk facilities, and have 3 or more departments within their facilities which need inspection including but not limited to main grocery, bakery, deli, meat and seafood departments.
- (3) *Category II Medium Risk Facility:* is a food establishment that presents a medium risk of causing foodborne illness based upon a few food handling operations typically implicated in foodborne illness outbreaks. The following criteria shall be used to classify facilities as Category II Medium Risk facilities:

RE: Case: 2022-23; OM Belvidere Liquor, 105 W. Harrison Street


Date: September 21, 2022

Page: 3 of 3

- a. if hot or cold foods are not maintained at that temperature for more than 12 hours and are restricted to same day service;
 - b. if preparing foods for service from raw ingredients uses only minimal assembly; and
 - c. foods served at an establishment that require complex preparation (whether canned, frozen, or fresh prepared) are obtained from an approved food processing plants, (high risk) food service establishments or retail food stores.
- (4) *Category III Low Risk Facility*: is a food establishment that presents a low relative risk of causing foodborne illness based on few or no food handling operations typically implicated in foodborne illness outbreaks. The following criteria shall be used to classify facilities as Category III Low Risk facilities:
- a. only prepackaged foods are available or served in the facility, and any potentially hazardous foods available are commercially pre-packaged in an approved food processing plant;
 - b. only limited preparation of non-potentially hazardous foods and beverages, such as snack foods and carbonated beverages occurs at the facility; or
 - c. only beverages (alcoholic and non-alcoholic) are served at the facility.

If you have any questions or concerns, please contact us at (815) 544-2951 ext. 2 or at info@boonehealth.org.

Sincerely,



Amanda Mehl
Public Health Administrator
Boone County Health Department

AT

MEMO

DATE: October 12, 2022

TO: Mayor and Members of the City Council

FROM: City of Belvidere Planning and Zoning Commission

SUBJECT: Findings of Fact for Case: 2022-23; OM Belvidere Liquor, 105 W. Harrison Street

REQUEST AND LOCATION:

The applicant, OM Belvidere Liquor Inc, 200 S. Frontage Road, Burr Ridge, IL 60527 on behalf of the property owner, KAH III, LLC, 2701 W. Lawrence Avenue #100, Springfield, IL 62704 for a special use to permit indoor commercial entertainment which includes video gaming in the GB, General Business District at 105 W. Harrison Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(5)(B)(2) Indoor Commercial Entertainment and 150.904 Special Use Review and Approval Procedures). The subject property is 0.81 in size and is developed with a commercial building and parking area. PIN: 05-26-129-013.

FINDINGS OF FACT:

Per Section 150.904 (G) of the City of Belvidere Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

A. Findings: The establishment, maintenance, or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Both the commercial and residential areas near the subject property are well established. The development of a new commercial business that may include on-site consumption of alcohol and video gaming is not expected to decrease the general welfare of the property. Although indoor commercial entertainment is not the predominate type of business along North State Street it is located in the immediate area. The restaurant that formerly occupied the property allowed for on-site consumption of alcohol as well. The planning staff does not foresee any negative impacts.

B. Findings: The proposed special use, both its general use independent of its location and in its specific location, will be in harmony with the purposes, goals, objectives, policies, and standards of the City of Belvidere Comprehensive Plan, Section 150.904 of the Belvidere Zoning Ordinance and any other plan, program, or ordinance adopted, or under consideration pursuant to Notice of Public Hearing by the City.

The Comprehensive Plan shows the property and the majority of adjacent properties as general business. Indoor commercial land uses are appropriate and the indoor commercial land use will not be noticeable from the outside except for potential signage.

The property has adequate parking and ingress/egress off North State Street and Harrison Street. The additional traffic from the special use is not anticipated to negatively impact the accessibility of nearby businesses or residences.

- C. Findings: The special use will not in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to Notice of Public Hearing by the City or governmental agency having jurisdiction to guide development.**

Although there is an established residential neighborhood to the west, the property fronts along North State Street and is within the North State Street commercial corridor. The property has experienced a variety of commercial uses for decades such as the Huddle Restaurant that included a bar area. A new commercial land use would not be out of character. There is a large parking lot with access off of North State Street and Harrison Street. Unless patrons live within the neighborhood, vehicle traffic will most likely utilize North State Street to access the property.

The special use for indoor commercial entertainment will not lessen the property's level of compliance with the Comprehensive Plan; the site will be required to be in conformance with the requirements of the City of Belvidere's Zoning Ordinance.

- D. Findings: The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property, maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.**

The property is surrounded by established businesses and residences, land uses which are not reflected to change according to the Comprehensive Plan. The surrounding properties are accustomed to having indoor commercial entertainment, retail, restaurant and vehicle related businesses nearby. The planning staff is not aware of any negative impacts an indoor commercial entertainment business has created nearby and does not anticipate the proposed business being any different.

- E. Findings: The proposed Special Use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the**

improvement facilities, utilities or services provided by public agencies servicing the subject property.

The subject property is served with proper utilities.

- F. **Findings:** The potential public benefits of the proposed special use outweighs any and all potential adverse impacts of the proposed special use after taking into consideration the Applicant's proposal and any requirements recommended to ameliorate such impacts.

The planning staff does not anticipate any potential adverse impacts of the indoor commercial entertainment land uses. The property has a history of commercial businesses, one of which included indoor commercial entertainments. Having a successful business on the property will be beneficial to the neighborhood and community.

The motion to adopt the Findings of Fact as presented by staff for case 2022-23 for a special use to permit indoor commercial entertainment at 105 W. Harrison Street carried with a (5-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

MEMO

DATE: October 12, 2022
TO: Mayor and Members of the City Council
FROM: City of Belvidere Planning and Zoning Commission
SUBJECT: Recommendation for Case: 2022-23; OM Belvidere Liquor, 105 W. Harrison St.

REQUEST AND LOCATION:

The applicant, OM Belvidere Liquor Inc, 200 S. Frontage Road, Burr Ridge, IL 60527 on behalf of the property owner, KAH III, LLC, 2701 W. Lawrence Avenue #100, Springfield, IL 62704 for a special use to permit indoor commercial entertainment which includes video gaming in the GB, General Business District at 105 W. Harrison Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(5)(B)(2) Indoor Commercial Entertainment and 150.904 Special Use Review and Approval Procedures). The subject property is 0.81 in size and is developed with a commercial building and parking area. PIN: 05-26-129-013.

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2022-23** for a special use for indoor commercial entertainment at 150 W. Harrison Street subject to the following conditions:

1. Compliance with all applicable codes and ordinances.

Motion to approve case 2022-23; OM Belvidere Liquor, 105 W. Harrison Street subject to the condition as presented carried with a (5-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

ORDINANCE NO. 601H

**AN ORDINANCE GRANTING A SPECIAL USE
TO ALLOW INDOOR COMMERCIAL ENTERTAINMENT
WITHIN THE CB, CENTRAL BUSINESS DISTRICT
(508 S. State Street)**

WHEREAS, The City of Belvidere has adopted Chapter 150, Zoning Ordinance in accordance with the provisions of Illinois Compiled Statutes to regulate the use of land and to specify the minimum requirements for improvements on land in the City of Belvidere; and

WHEREAS, Special Uses are certain municipal or private uses that due to their physical or operational characteristics may pose a threat to the value, use and enjoyment of adjoining property; are reviewed on a case by case basis; and are permitted only by permission of the Belvidere City Council; and,

WHEREAS, The applicant, Romaine Allen, 627 E. Pleasant Street, Belvidere, IL on behalf of the property owner, Norman Dorsch, PO Box 35, Roscoe, IL 61073 is requesting a special use to allow indoor commercial entertainment at 508 S. State Street; and

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the City of Belvidere Planning and Zoning Commission held a public hearing on October 11, 2022 concerning the proposed Special Use; and,

WHEREAS, the City of Belvidere Planning and Zoning Commission having examined the application and having considered the evidence, both oral and documentary and being fully advised about the premises did make findings of fact and a recommendation; and,

WHEREAS, the corporate authorities of the City considered the findings of fact and concur with the recommendation of the Planning and Zoning Commission,

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by this reference.

Section 2. That a Special Use in the CB, Central Business District to allow for indoor commercial entertainment on the property depicted in Attachment A and legally described as:

Lot Two (2) and alley lying West of and adjacent to Lot Two (2), the West Half (1/2) of Lot Three (3) and all of Lots Twenty-one (21) and Twenty-two (22) of the Assessor's Survey of Block Seven (7) in Aaron Whitney's Addition to Belvidere

as platted and recorded in the Recorder's office of Boone County, Illinois, in Book 28 of Deeds, page 420; situated in the County of Boone and State of Illinois. PIN: 05-25-360-002.

is hereby approved, subject to the following conditions:

1. Open alcohol is prohibited outside the premises unless otherwise permitted.
2. The special use is only for the tenant space commonly known as 508 South State Street.
3. Compliance with all other codes and ordinances.

Section 3. That the premises shall be used in accordance with and subject to the applicable provisions of the Zoning Ordinance of the City of Belvidere and shall not be used except as may otherwise be expressly authorized by the applicable law and the special use.

Section 4. That acceptance of any of the benefits of this Special Use shall be deemed acceptance of all the terms and conditions set forth herein.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 7. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the City Council of the City of Belvidere this ____ day of _____, 2022.

APPROVED by the Mayor of the City of Belvidere this ____ day of _____, 2022.

Clint Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: ____ Nays: ____ Absent: ____

City Council Members Voting Aye: ___

City Council Members Voting Nay: ___

Date Published:

Sponsor: _____

ATTACHMENT A



RESOLUTION #2022-24

**RESOLUTION URGING THE REPEAL OR AMENDMENT OF
THE SAFE-T ACT**

WHEREAS, the City of Belvidere has an obligation to provide for the safety and welfare of its citizens; and

WHEREAS, the “SAFE-T ACT”, passed in the pre-dawn hours of a “lame duck” session of the Illinois General Assembly, will result in more than half of the current detainees in the Boone County Jail being released back into the community; and

WHEREAS, the “SAFE-T ACT” eliminates cash bail and strips the judiciary of their ability to “balance the rights of the accused to be free on bail against the rights of the public to receive reasonable, protective consideration by the courts”; and

WHEREAS, the “SAFE-T ACT” makes entire categories of serious crimes, including, but not limited to, Aggravated Battery, Robbery, Burglary, Hate Crimes, Aggravated DUI’s, Reckless Homicide, Armed Habitual Criminal, Drug Induced Homicide, and all drug offenses including Delivery and Trafficking of Fentanyl, ineligible for pretrial detention, despite the severity of the crime, unless the People prove by clear and convincing evidence that the defendant has a high likelihood of flight to avoid prosecution or they are a specific immediate threat to an individual or the community (a very high burden to prove); and

WHEREAS, the “SAFE-T ACT” creates an unreasonable higher legal standard for pretrial detention in forcible felonies such as murder and armed robbery; and

WHEREAS, the City Council of the City of Belvidere believes that this law puts the public in danger by prohibiting detention of dangerous criminals and will discourage victims from cooperating with law enforcement due to fear of retaliation by offenders immediately released back into society.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Belvidere, Illinois that the “SAFE-T ACT” should be immediately repealed.

Ayes:
Nays:
Absent:

Date Approved:

By: _____

Mayor

Attest: _____

City Clerk

CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

401 WHITNEY BLVD. SUITE 300 BELVIDERE, IL 61008 * PH (815)547-7177 FAX (815)547-0789

October 5, 2022

ADVISORY REPORT

CASE NO: 2022-24

APPLICANT: Allen, 508 S. State Street

REQUEST AND LOCATION:

The applicant, Romaine Allen, 627 E. Pleasant Street, Belvidere, IL on behalf of the property owner, Norman Dorsch, PO Box 35, Roscoe, IL 61073 is requesting a special use to permit indoor commercial entertainment which allows for a bar/tavern and video gaming at 508 South State Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(6)(B)(2) Indoor Commercial Entertainment and 150.904 Special Use Review and Approval Procedures) in the CB, Central Business District. The subject property is 0.10 acres (PIN: 05-25-360-002) and developed with a multi-tenant mixed-used building.

EXISTING LAND USE:

Subject property: Vacant

North: Niko's Cabin and La Costa Bora

South: Taqueria Restaurant

East: Doughlicious Bakery

West: Wellness Tree Chiropractic and Shannon Hart, LMT

CURRENT ZONING:

Subject property: CB, Central Business District

North, South East, West: CB, Central Business District

COMPREHENSIVE PLAN:

Subject property: Central Business

North, South, East, West: Central Business

BACKGROUND:

The property is located in the downtown commercial district. It is part of a multi-tenant building that has storefronts on both Buchanan Street and South State Street. The property has housed various retail establishments in the past but currently EK Cakery and Belvidere Master Barbers operate in the other tenant spaces and there are upstairs residential apartments as well.

The special use is to allow a new bar that is anticipated to provide live entertainment, pool tables as well as the possibility of six video gaming machines. Snacks will also be served. There have been 10 other similar special uses approved within 350 feet of the property, however, only five of the locations are currently operating.

Due to existing lot sizes, age and layout of the existing buildings as well as the intention to be pedestrian friendly, on-site parking is not required in the Central Business District. Patrons can utilize the on-street parking along South State Street, Buchanan Street or any of the nearby municipal parking lots.

The Zoning Ordinance was updated in 2006 requiring a special use for Indoor Commercial Entertainment. Bars and taverns that were in existence prior to that date have been considered "grandfathered" for the bar use. In 2013, Illinois State Law allowed municipalities to determine that video gaming would be permitted within their jurisdiction. The State limits the number of machines to six per establishment and every establishment must have a liquor license that allows for the pouring of alcohol (except for those that qualify as a truck stop). In 2013, Belvidere voted to allow video gaming and in 2020, the City Council voted to increase the limit on the number of gaming establishments from 30 to 40. Currently 38 of the 40 available licenses have been issued. Although the special use for indoor commercial entertainment allows for various businesses, the applicant is aware that granting the special use does not guarantee them the ability to have video gaming machines.

TREND OF DEVELOPMENT:

The subject property is located downtown in an area of established central business commercial and institutional uses. Several new businesses are anticipated to open in the area in the near future.

COMPREHENSIVE PLAN:

The subject property is designated as "Central Mixed Use" by the City of Belvidere Comprehensive Plan, adopted July 15, 1999. The Central Mixed-Use map category encourages pedestrian-orientated indoor-commercial, office, institutional and residential uses with street-scaping and low-key signage. All surrounding properties are also designated "Central Mixed-Use" by the Comprehensive Plan

FINDINGS OF FACT:

Per Section 150.904 (G) of the City of Belvidere Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

- A. Findings: The establishment, maintenance, or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

The requested special use is for indoor commercial entertainment allowing a bar/tavern with live entertainment, pool tables and potentially video gaming machines to operate on the property. The property is located in the Central Business District where such land uses are common. Entertainment based businesses are often encouraged in downtown districts.

The property is currently surrounded by eateries, offices, apartments, retail and bars. The opening of a new bar and arcade will not negatively impact these land uses. Operating businesses, instead of vacant store fronts is beneficial to all adjacent properties.

- B. Findings: The proposed special use, both its general use independent of its location and in its specific location, will be in harmony with the purposes, goals,**

objectives, policies, and standards of the City of Belvidere Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to Notice of Public Hearing by the City.

The Comprehensive Plan designates the subject property as Central Business; the current zoning is Central Business. The entire downtown area is designated as Central Business. The downtown area should be a mix of retail, services, residential, recreation and entertainment that operate during the day and night and that are compatible uses. Bars and arcades are included in the encouraged mix of land uses.

- C. Findings: The special use will not in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to Notice of Public Hearing by the City or governmental agency having jurisdiction to guide development.**

The property is served by on-street parking along South State Street and Buchanan Street. There are also several municipal parking lots nearby. The property has had several retail businesses over the past years; staff is not aware of any traffic nuisances created by them.

The property is within the Downtown Overlay District which regulates exterior features of buildings such as signage, windows, doors, etc. The regulations of the Downtown Overlay District ensure that changes made to the building will be kept in line with the character of the neighborhood.

- D. Findings: The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property, and maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.**

The planning staff is not aware of any business that chose not to locate or expand in the downtown area due to the other bars and similar establishments. The planning staff does not anticipate that this special use will deter development when previous businesses have not.

- E. Findings: The proposed special use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvement facilities, utilities or services provided by public agencies servicing the subject property.**

The subject property is already developed with a mixed-use building that is served with municipal utilities.

- F. Findings: The potential public benefits of the proposed special use outweigh any and all potential adverse impacts of the proposed special use after taking into**

consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Although the applicant is requesting a special use to operate a business that is similar to others in the downtown area, most indoor commercial entertainment businesses have a unique style that sets them apart from other similar businesses. This allows for a wider demographic of people to be served in the downtown area. The neighborhood is a mix of residential, commercial, office and entertainment so the special use should not alter the neighborhood or create an undue burden.

SUMMARY OF FINDINGS:

The requested special use is for indoor commercial entertainment allowing a bar/tavern with live entertainment, pool tables and potentially video gaming machines to operate on the property. The property is located in the Central Business District where such land uses are common. Entertainment based businesses are often encouraged in downtown districts. The planning staff is not aware of any business that chose not to locate or expand in the downtown area due to the other bars and similar establishments. The planning staff does not anticipate that this special use will deter development when previous businesses have not.

Although the applicant is requesting a special use to operate a business that is similar to others in the downtown area, most indoor commercial entertainment businesses have a unique style that sets them apart from other similar businesses. This allows for a wider demographic of people to be served in the downtown area. The neighborhood is a mix of residential, commercial, office and entertainment so the special use should not alter the neighborhood or create an undue burden

The property is within the Downtown Overlay District which regulates exterior features of buildings such as signage, windows, doors, etc. The regulations of the Downtown Overlay District ensure that changes made to the building will be kept in line with the character of the neighborhood.

The property is served by on-street parking along South State Street and Buchanan Street. There are also several municipal parking lots nearby. The property has had several retail businesses over the past years; staff is not aware of any traffic nuisances created by them.

RECOMMENDATION:

The planning staff recommends the **approval** of case number **2022-24** for a special use at 508 S. State Street subject to the following conditions:

1. Open alcohol is prohibited outside the premises unless otherwise permitted.
2. The special use is only for the tenant space commonly known as 508 South State Street.
3. Compliance with all other codes and ordinances.

Submitted by:

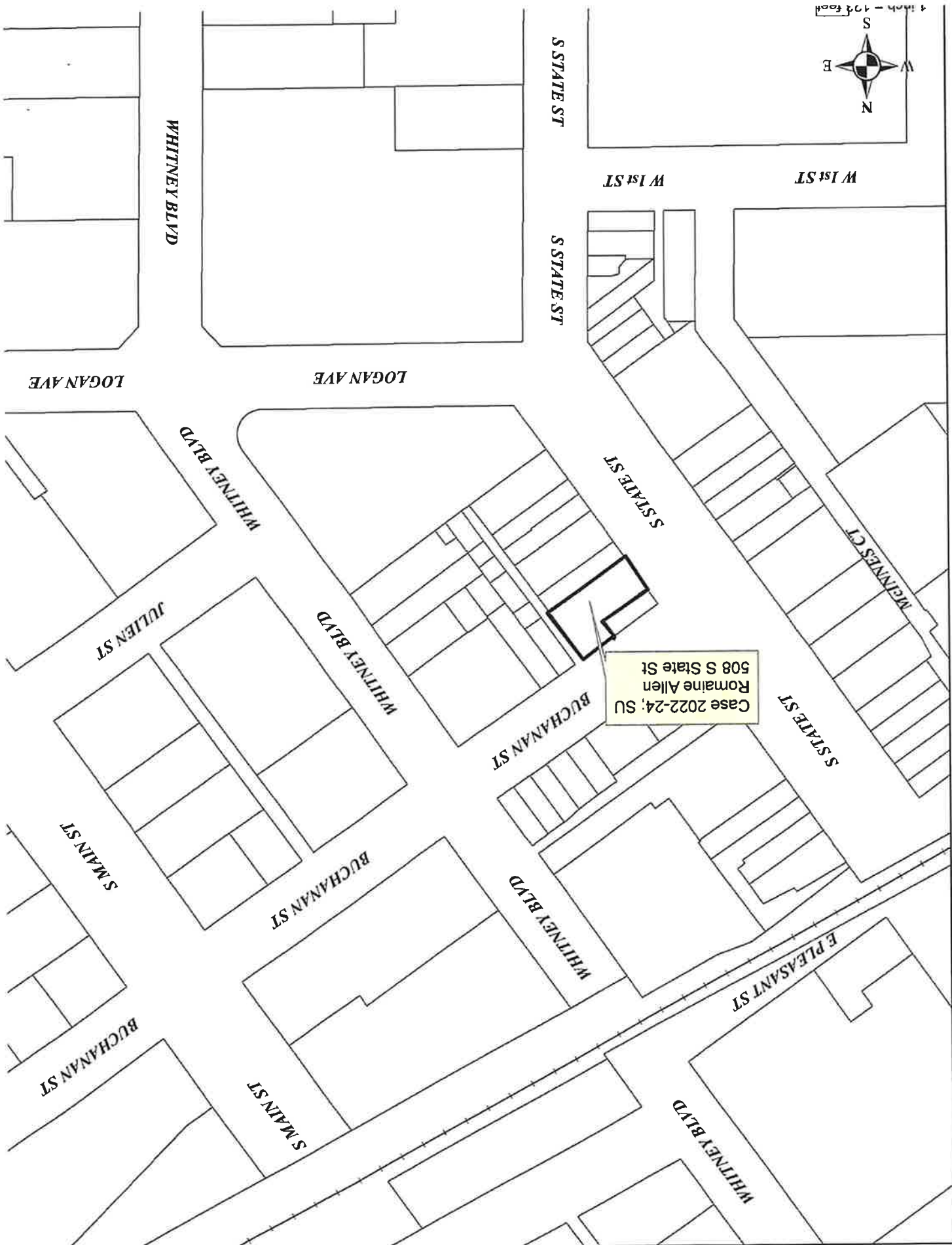
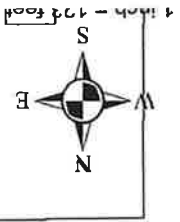

Gina DelRose
Community Development Planner

Review and Recommendation by the Planning and Zoning Commission. The Planning and Zoning Commission shall review the application, adopt findings of fact, and make a recommendation to the City Council.

Review and Action by the City Council. The City Council shall consider the Planning and Zoning Commission's recommendation regarding the proposed special use. The City Council may approve or deny the special use as originally proposed, may approve the proposed special use with modifications or may remand the matter back to the Planning and Zoning Commission for further discussion or hearing. The City Council's approval of the requested special use shall be considered the approval of a unique request, and shall not be construed as precedent for any other proposed special use.

ATTACHMENTS

1. Location Map by Planning Staff.
2. Aerial Photo with by Planning Staff.
3. Narrative submitted by Applicant.
4. Site plan submitted by Applicant.
5. Letter submitted by the Boone County Soil and Water Conservation District, Teagan Duffy, September 13, 2022.
6. Letter by the Belvidere Building Department, Kip Countryman, September 21, 2022.
7. Letter submitted by the Boone County Health Department, Amanda Mehl, September 21, 2022.



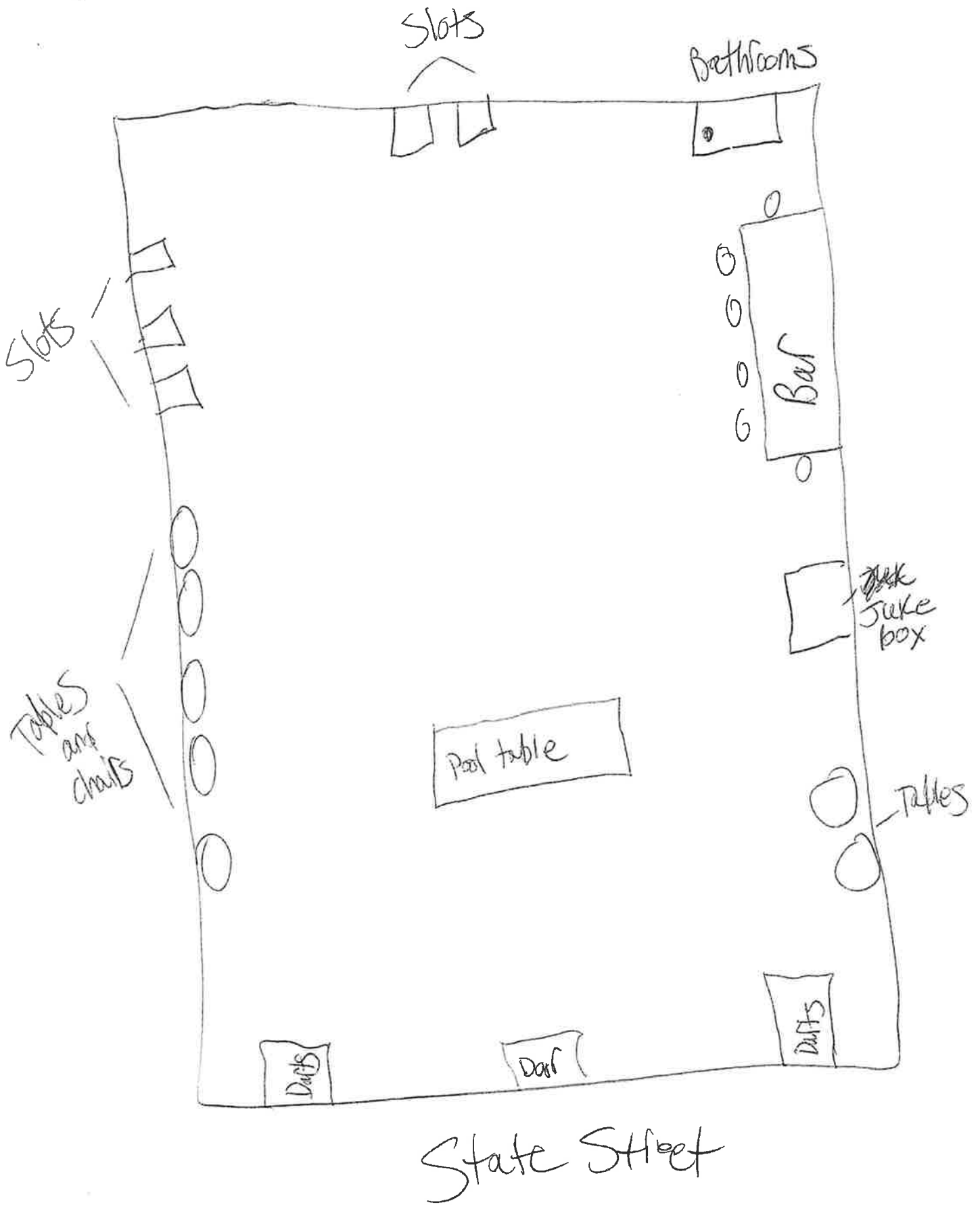
Case 2022-24; SU
Romaine Allen
508 S State St



Case 2022-24, SU
Romaine Allen
508 S State St



We plan on opening a bar/loft area right next to the barbershop that my business partner Joshua Bullock owns. We plan on serving beer and liquor for consumption on the premises. Another idea we have is to host small events such as comedy night, art shows, and other things of that nature. We will not be serving food. Only small snacks such as bags of chips and pretzels.





**Boone County
Soil & Water
Conservation District**

211. N. Appleton Road
Belvidere, IL 61008
815-544-3465 x3

13 September 2022

SWCD NRI #: 1707

Belvidere Planning Department
401 Whitney Blvd., Suite 300
Belvidere, IL 61008

Dear Sir/Madam,

A request for a Natural Resource Information Report was submitted. We will supply a written reply to your office as indicated below:

Our review does not apply in this instance.
 Other (see attached)

Location of Site: 508 S. State Street, Belvidere IL 61008
PIN(S): 05-25-360-002

Contact	Petitioner	Owner
Romaine Allen 627 E. Pleasant St. Belvidere, IL 61008	Same as contact	Norman Dorsch 6523 Burr Oak Road Roscoe, IL 61073
815-601-5022 Romiallen@yahoo.com		

Request: Special use for indoor commercial entertainment

Notes: By considering the current zoning, current land use, Geographical Information Systems maps, and requested Special Use Permit, the Boone County Soil and Water Conservation District has determined that the proposed use will have no significant impact on the natural resources on the property or surrounding area.

Sincerely,

Teagan Duffy
Boone County Soil & Water
Conservation District

CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

401 WHITNEY BLVD. SUITE 300 BELVIDERE, IL 61008 * PH (815)547-7177 FAX (815)547-0789

To: Belvidere Planning and Zoning Commission

From: Kip Countryman, Director of Buildings

Date: 9/21/2022

RE: 508 South State

The special use application for assembly/commercial entertainment should be contingent upon the Building Dept. receiving Building plans from a design professional detailing the changes of use, occupancy load changes, ADA compliance, means of egress and the number of restrooms required based on the increased occupant load.

**Kip Countryman
Director of Building
City of Belvidere**



Public Health
Prevent. Promote. Protect.

Boone County Health Department

1204 Logan Avenue, Belvidere, Illinois 61008
Main Office 815.544.2951 Clinic 815.544.9730 Fax 815.544.2050
www.boonehealth.org

The mission of the Boone County Health Department is to serve our community by preventing the spread of disease, promoting optimal wellness & protecting the public's health.

September 21, 2022

City of Belvidere
Community Development
Gina DelRose
401 Whitney Blvd Suite 300
Belvidere, IL 61008

Email: gdelrose@ci.belvidere.il.us

Re: Case: 2022-24; Allen, 508 South State Street

Dear City of Belvidere,

We are in receipt of a copy of a special use request to permit indoor commercial entertainment. Which allows for a bar/tavern and video gaming at 508 South State Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(6)(B)(2) Indoor Commercial Entertainment and 150.904 Special Use Review and Approval Procedures) in the CB, Central Business District on 0.10 acres. PIN: 05-25-360-002

If prepared or temperature controlled foods are served, prior to operation of the establishment a to-scale plan and a food application must be submitted to the Boone County Health Department for review. The plan review fee would be determined when menu information is submitted. Below is the county code explaining this further.

Sec. 30-35. Submission and review of plans; permits.

- (a) *Generally*, whenever a food service establishment or retail food store is constructed or extensively remodeled and whenever an existing structure is converted to use as a food service establishment, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling, or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, construction materials of work areas, and the type and model of proposed fixed equipment and facilities.
- (b) *Permit required*. Any business or organization desiring to operate as a food service establishment or retail food establishment must have a current food service permit.
- (c) *Plans, inspection and approval*. Before issuing a food service permit to a new establishment, plans must be submitted to and approved by the health authority. Plans submitted for review must be accompanied by the appropriate plan review fee as listed in section 38-31.

RE: Case: 2022-24; Allen, 508 South State Street

Date: September 21, 2022

Page: 2 of 3

Food establishment classifications. All food service establishments or retail food establishments shall be categorized according to their type of operation, size of operation, and risk category of the food prepared and/or served and shall obtain a permit for the class of operation as hereinafter defined. The listing of various types of operation is not intended to be all inclusive, but typical and not limited to those mentioned. If a food establishment is not specifically listed, it shall be classified according to the class to which it most closely resembles.

- (1) *Category I High Risk Facility:* is a food establishment that presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and/or type of population served by the facility. The following criteria shall be used to classify facilities as Category I High Risk facilities:
 - a. whenever cooling of potentially hazardous foods occurs as part of the food handling operations at the facility;
 - b. when potentially hazardous foods are prepared hot or cold and held hot or cold for more than 12 hours before serving;
 - c. if potentially hazardous foods which have been previously cooked and cooled must be reheated;
 - d. when potentially hazardous foods are prepared for off-premises service for which time-temperature requirements during transportation, holding and service are relevant;
 - e. whenever complex preparation of foods, or extensive handling of raw ingredients with hand contact for ready to eat foods, occurs as a part of the food handling operations at the facility;
 - f. if vacuum packaging and/or other forms of reduced oxygen packaging are performed at the retail level; or
 - g. whenever serving immunocompromised individuals, where these individuals compromise the majority of the consuming population.
- (2) *Category I High Risk Multi-Department Facility:* is a food establishment that presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks. These facilities have the same criteria as Category I High Risk facilities, and have 3 or more departments within their facilities which need inspection including but not limited to main grocery, bakery, deli, meat and seafood departments.
- (3) *Category II Medium Risk Facility:* is a food establishment that presents a medium risk of causing foodborne illness based upon a few food handling operations typically implicated in foodborne illness outbreaks. The following criteria shall be used to classify facilities as Category II Medium Risk facilities:

RE: Case: 2022-24; Allen, 508 South State Street

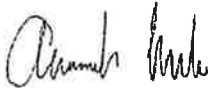
Date: September 21, 2022

Page: 3 of 3

- a. if hot or cold foods are not maintained at that temperature for more than 12 hours and are restricted to same day service;
 - b. if preparing foods for service from raw ingredients uses only minimal assembly; and
 - c. foods served at an establishment that require complex preparation (whether canned, frozen, or fresh prepared) are obtained from an approved food processing plants, (high risk) food service establishments or retail food stores.
- (4) *Category III Low Risk Facility*: is a food establishment that presents a low relative risk of causing foodborne illness based on few or no food handling operations typically implicated in foodborne illness outbreaks. The following criteria shall be used to classify facilities as Category III Low Risk facilities:
- a. only prepackaged foods are available or served in the facility, and any potentially hazardous foods available are commercially pre-packaged in an approved food processing plant;
 - b. only limited preparation of non-potentially hazardous foods and beverages, such as snack foods and carbonated beverages occurs at the facility; or
 - c. only beverages (alcoholic and non-alcoholic) are served at the facility.

If you have any questions or concerns, please contact us at (815) 544-2951 ext. 2 or at info@boonehealth.org.

Sincerely,



Amanda Mehl
Public Health Administrator
Boone County Health Department

AT

MEMO

DATE: October 12, 2022
TO: Mayor and Members of the City Council
FROM: City of Belvidere Planning and Zoning Commission
SUBJECT: Findings of Fact for Case: 2022-24; Allen, 508 S. State Street

REQUEST AND LOCATION:

The applicant, Romaine Allen, 627 E. Pleasant Street, Belvidere, IL on behalf of the property owner, Norman Dorsch, PO Box 35, Roscoe, IL 61073 is requesting a special use to permit indoor commercial entertainment which allows for a bar/tavern and video gaming at 508 South State Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(6)(B)(2) Indoor Commercial Entertainment and 150.904 Special Use Review and Approval Procedures) in the CB, Central Business District. The subject property is 0.10 acres (PIN: 05-25-360-002) and developed with a multi-tenant mixed-used building.

FINDINGS OF FACT:

Per Section 150.904 (G) of the City of Belvidere Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

- A. Findings: The establishment, maintenance, or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

The requested special use is for indoor commercial entertainment allowing a bar/tavern with live entertainment, pool tables and potentially video gaming machines to operate on the property. The property is located in the Central Business District where such land uses are common. Entertainment based businesses are often encouraged in downtown districts.

The property is currently surrounded by eateries, offices, apartments, retail and bars. The opening of a new bar and arcade will not negatively impact these land uses. Operating businesses, instead of vacant store fronts is beneficial to all adjacent properties.

- B. Findings: The proposed special use, both its general use independent of its location and in its specific location, will be in harmony with the purposes, goals, objectives, policies, and standards of the City of Belvidere Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to Notice of Public Hearing by the City.**

The Comprehensive Plan designates the subject property as Central Business; the current zoning is Central Business. The entire downtown area is designated as Central Business. The downtown area should be a mix of retail, services, residential, recreation and entertainment that operate during the day and night and that are compatible uses. Bars and arcades are included in the encouraged mix of land uses.

- C. **Findings:** The special use will not in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to Notice of Public Hearing by the City or governmental agency having jurisdiction to guide development.

The property is served by on-street parking along South State Street and Buchanan Street. There are also several municipal parking lots nearby. The property has had several retail businesses over the past years; staff is not aware of any traffic nuisances created by them.

The property is within the Downtown Overlay District which regulates exterior features of buildings such as signage, windows, doors, etc. The regulations of the Downtown Overlay District ensure that changes made to the building will be kept in line with the character of the neighborhood.

- D. **Findings:** The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property, and maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

The planning staff is not aware of any business that chose not to locate or expand in the downtown area due to the other bars and similar establishments. The planning staff does not anticipate that this special use will deter development when previous businesses have not.

- E. **Findings:** The proposed special use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvement facilities, utilities or services provided by public agencies servicing the subject property.

The subject property is already developed with a mixed-use building that is served with municipal utilities.

- F. **Findings:** The potential public benefits of the proposed special use outweigh any and all potential adverse impacts of the proposed special use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Although the applicant is requesting a special use to operate a business that is similar to others in the downtown area, most indoor commercial entertainment businesses have a unique style that sets them apart from other similar businesses. This allows for a wider demographic of people to be served in the downtown area. The neighborhood is a mix of residential, commercial, office and entertainment so the special use should not alter the neighborhood or create an undue burden.

Findings of Fact

2022-24; Allen, 508 S. State Street

The motion to adopt the Findings of Fact as presented by staff for case 2022-24 for a special use to permit indoor commercial entertainment at 508 S. State Street carried with a (5-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

MEMO

DATE: October 12, 2022
TO: Mayor and Members of the City Council
FROM: City of Belvidere Planning and Zoning Commission
SUBJECT: Recommendation for Case: 2022-24; Allen, 508 S. State Street.

REQUEST AND LOCATION:

The applicant, Romaine Allen, 627 E. Pleasant Street, Belvidere, IL on behalf of the property owner, Norman Dorsch, PO Box 35, Roscoe, IL 61073 is requesting a special use to permit indoor commercial entertainment which allows for a bar/tavern and video gaming at 508 South State Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(6)(B)(2) Indoor Commercial Entertainment and 150.904 Special Use Review and Approval Procedures) in the CB, Central Business District. The subject property is 0.10 acres (PIN: 05-25-360-002) and developed with a multi-tenant mixed-used building.

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2022-24** for a special use for indoor commercial entertainment at 508 S. State Street subject to the following conditions:

1. Open alcohol is prohibited outside the premises unless otherwise permitted.
2. The special use is only for the tenant space commonly known as 508 South State Street.
3. Compliance with all other codes and ordinances.

Motion to approve case 2022-24; Allen, 508 S. State Street subject to the condition as presented carried with a (5-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

RESOLUTION # 2022-2025
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AND THE CLERK TO ATTEST A COLLECTIVE BARGAINING
AGREEMENT WITH THE BELVIDERE
FIRE DEPARTMENT OFFICERS
2022 - 2026

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of Belvidere as follows:

1. The Collective Bargaining Agreement between the City of Belvidere and the Belvidere Fire Department Officers, attached hereto and incorporated herein by this reference is approved.
2. The Mayor is authorized to execute and the Clerk to attest the attached Collective Bargaining Agreement.

Adopted by the City Council of the City of Belvidere, Illinois, this day of
November, 2022.

Approved: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Ayes:
Nays:
Absent:

Date Approved:

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BELVIDERE FIRE DEPARTMENT OFFICERS

AND

CITY OF BELVIDERE, ILLINOIS

May 1, 2022

THROUGH

APRIL 30, 2026



TABLE OF CONTENTS

TABLE OF CONTENTS	<u>PAGE</u>
PREAMBLE	1
ARTICLE I - CITY RIGHTS	1
1.1 City Authority	1
ARTICLE 2 - RECOGNITION	2
2.1 Recognition and Coverage	2
2.2 Labor Management Meetings and Committee	3
2.3 Officer Business	4
2.4 Officer Meetings	4
2.5 Jurisdiction and No Infringement.....	4
ARTICLE 3 - HOURS OF WORK	4
3.1 Hours of Work.....	4
3.2 Shift Change.....	5
3.3 Schedule	5
3.4 Training Shifts.....	5
3.5 Substitutions - Trading Time	6
ARTICLE 4 - OVERTIME AND COMPENSATORY TIME	6
4.1 Overtime; General Provisions	6
4.2 Computation of Overtime Rate	6
4.3 Overtime Authorization	7
4.4 Callback Time	7
4.5 Held-Over Time	7
4.6 Traded Shifts	7
4.7 Court Time	7
4.8 Overtime Distribution	7
4.9 Overtime Verification	8
4.10 Compensatory Time Off	8
4.11 Overtime Pay.....	8
ARTICLE 5 - VACATION	8
5.1 Eligibility and Amount of Vacation.....	8
5.2 Defined Vacation	9
5.3 Vacation Pay	9
5.4 Vacation Options.....	9
5.5 Payment Upon Separation From Employment	9
5.6 Shift Changes	10
5.7 Vacation Increases	10
5.8 Selection Period	10
5.9 Half-Days	11
5.10 Canceled Selected Dates	11
5.11 Duties	12
ARTICLE 6 - HOLIDAYS	12

6.1	Recognized Holidays	12
6.2	Compensation for Holidays.....	12
6.3	Earned and Credited Holidays	12
ARTICLE 7 - LEAVES OF ABSENCE.....		12
7.1	Sick Leave and Sick Pay Benefits.....	12
7.2	Compassionate Leave.....	15
7.3	Temporary Military Leave	15
7.4	Jury Duty Leave	16
7.5	Emergency Leave Time	16
7.6	Job-Related Medical Leave of Absence.....	16
7.7	Family Medical Leave Act.....	16
ARTICLE 8 - HEALTH AND PENSION BENEFITS.....		17
8.1	Health Benefits and Premiums.....	17
8.2	Retiree Health Benefits	18
8.3	Optional Coverage	18
8.4	Inoculations and Immunizations	18
8.5	Ambulance Service	19
8.6	Pension	19
8.7	Killed in the Line of Duty	20
8.8	Prescription Safety Glasses	20
8.9	Physical Fitness Standards	20
8.10	Physicals.....	20
8.11	Officer Assistance Program (EAP)	21
ARTICLE 9 - SAFETY AND WELFARE.....		21
9.1	Station Wear.....	21
9.2	Protective Clothing and Equipment	21
9.3	Sanitation, Maintenance and Upkeep.....	22
9.4	Non-Liability for Safety and Health	22
9.5	Testing of Equipment and Apparatus.....	22
ARTICLE 10 - MISCELLANEOUS PROVISIONS		22
10.1	Selection of Acting Officers.....	22
10.2	Roll Call	23
10.3	Common Meal Site and Meals.....	23
10.4	Mileage Allowance	23
10.5	Per Diem.....	24
10.6	Personal Lockers	24
10.7	Personal Property	24
10.8	Indemnification of Officers.....	24
10.9	Fundraising.....	25
10.10	New Rules	25
10.11	Occupational Exposure to Bloodborne Pathogens.....	25
10.12	Intentionally Omitted and Reserved.....	25
10.13	Outside Employment.....	26
10.14	457 Plan.....	26
10.15	Fire Ground Accountability	26
10.16	Inspection of Personnel Files	26

10.17	Duties First	26
ARTICLE 11 - PROFESSIONAL STANDARDS.....		27
11.1	Education.....	27
11.2	Training.....	27
11.3	Officer Promotions.....	27
11.4	Job Description.....	28
11.5	Education Premium.....	28
ARTICLE 12 - JOB SECURITY.....		29
12.1	Definition of Seniority	29
12.2	Seniority Lists	29
12.3	Notice of Layoffs	29
12.4	No Lockout.....	29
12.5	No Strikes.....	29
12.6	Exit Interviews	29
ARTICLE 13 - NON DISCRIMINATION.....		29
13.1	Equal Employment Opportunity	29
13.2	Officer Activity	30
13.3	Gender	30
ARTICLE 14 - DISCIPLINE.....		30
14.1	General Provisions	30
14.2	Use of Prior Disciplinary Records	30
14.3	Retention of Disciplinary Records.....	31
14.4	Application of Grievance Procedures	31
14.5	Savings Provisions	32
14.6	Suspension Pay Reduction Formula.....	32
ARTICLE 15 - GRIEVANCE PROCEDURE		32
15.1	Definition	32
15.2	Procedure, Steps and Time Limits	32
15.3	Arbitration.....	34
15.4	Authority of the Arbitrator	34
15.5	Expenses of Arbitration.....	34
15.6	Time Limits.....	34
15.7	Processing Grievances	35
ARTICLE 16 - WAGES AND RATES OF PAY.....		35
16.1	Base Wages	35
16.2	Longevity	35
16.3	Termination Pay	36
ARTICLE 17 - EFFECT OF AGREEMENT.....		37
17.1	Entire Agreement; Terms and Conditions.....	37
17.2	No Other Agreement	37
17.3	Appendices and Amendments.....	37
17.4	Amendment	37
17.5	Savings Clause	37
17.6	Bargaining Rights.....	38
ARTICLE 18 - TERMINATION.....		38
18.1	Term of Agreement	38

18.2	Negotiations	38
18.3	Impasse Resolution	38
18.4	Ratification and Enactment	38
	POLICY ON DRUG AND ALCOHOL SCREENING.....	40
A1	- GENERAL POLICY REGARDING DRUGS AND ALCOHOL	40
A2	- DEFINITIONS.....	40
A3	- PRE-EMPLOYMENT AND PROBATIONARY SCREENING.....	41
A4	- PROHIBITIONS.....	41
A5	- ADMINISTRATIONS OF TESTS.....	42
A6	- TESTING PROCEDURES	43
A7	- VOLUNTARY REQUEST FOR ASSISTANCE.....	48
A8	- SPECIFIC RESPONSIBILITIES	49
A 9	- DISCIPLINARY ACTION FOR CONFIRMED POSITIVE TEST RESULTS.....	50
	Wages	51
	Base Wages	51
	Appendix C - Information Sheet.....	52

PREAMBLE

This Agreement is entered into by and between CITY OF BELVIDERE ILLINOIS, hereinafter referred to as the "City", and BELVIDERE FIRE DEPARTMENT OFFICERS, hereinafter referred to as the "Officers". It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Officers; to provide for the equitable and peaceful adjustment of differences regarding the interpretation and application of this Agreement; and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE I - CITY RIGHTS

1.1 City Authority

Except as expressly provided in this Agreement, this Agreement shall not be construed as delegating to others the authority vested in the City, as a municipal corporation, its duly-elected and appointed officers, or the Belvidere Board of Fire and Police Commissioners, or in any way abridging or reducing the authority of the City, its elected and appointed officers or such Board, or infringing upon their responsibility to the people of the City; provided that, nothing in this Article shall be construed as abridging or limiting in any manner the jurisdiction or authority of any arbitrator appointed or otherwise selected for any purpose under the provisions of Article 15 (Grievance) hereof or the *Illinois Public Labor Relations Act*, and all decisions of such arbitrator shall be fully binding upon the City, as provided by law.

Except as expressly provided in this Agreement, or the Illinois Compiled Statutes, *Illinois Public Labor Relations Act*, 5 ILCS 315/1 *et. seq.*, the City retains all rights and functions of management that it has by law. As long as the action of the City does not violate any specific provisions of this Agreement, it shall have the absolute and unqualified right in its sole discretion:

- (a) To operate and direct the affairs of the City, and to exercise all rights and authority exercised by the City and its departments prior to the execution of this Agreement;
- (b) To set standards of service and protection to be offered to its citizens;
- (c) To direct the work force, select managerial and supervisory Officers and plan and control the operation of its departments;
- (d) To determine the hours of work, prescribe overtime and policies related to overtime;
- (e) To determine the size of the work force, the allocation and assignment of work or workers, and the quantity and quality of work to be performed;

- (f) To set and determine policies affecting the right to hire, recall, transfer, promote, layoff, discipline, suspend or dismiss Officers and to reduce the work force due to the lack of work or other legitimate reasons;
- (g) To determine the use of City property and the determination of safety measures;
- (h) To make and enforce reasonable rules and regulations and the right to make reasonable changes to such rules and regulations and to enforce such changes;
- (i) The City maintains the right to subcontract any work of any kind; however, it is recognized that this provision does not relieve the City from its obligation to bargain over those issues that the State identifies as mandatory subjects of bargaining;
- (j) The City maintains the right to enforce all existing applicable state statutes, City ordinances and City rules and regulations not specifically addressed in this Agreement.

These management rights shall not be the basis of a grievance; provided, however, that nothing in this Article shall be deemed to deny the right of the Officer or any Officer covered by this Agreement to submit a grievance claiming or charging that a violation of any other Article of this Agreement has occurred or to submit a grievance claiming that the exercise of the above management rights constitutes a violation of any other Article of this Agreement.

This Agreement shall be construed, however, as requiring the employer to follow the provisions of this Agreement in the exercise of the foregoing rights. The powers, rights and/or authority herein claimed by the City shall be exercised consistently with the other provisions of this Agreement and shall not be exercised in a manner that will undermine the Officer or as an attempt to evade the provisions of this Agreement or to violate the spirit, intent or purposes of this Agreement.

ARTICLE 2 - RECOGNITION

2.1 Recognition and Coverage

The City recognizes the Officers as the sole and exclusive bargaining representative for the purpose of collective bargaining, establishing and administering a written labor agreement covering wages, rates of pay, hours of labor and all other terms and conditions of employment for Officers within the following collective bargaining unit within the Belvidere Fire Department, as determined by the Illinois State Labor Relations Board in ILRB Case No. S-CA-09-125:

WHEREAS, the City of Belvidere has explicitly excluded Lieutenants and Captains from the terms and conditions of the agreements between the City of Belvidere and IAFF Local #1569, and:

WHEREAS, the phrase "Supervisors of the Belvidere Fire Department" excludes any fire department rank above the rank of Captain.

BE IT THEREFORE UNDERSTOOD THAT this Agreement, unless otherwise specified, shall exclude all other employees of the Belvidere Fire Department, civilian or otherwise, and shall only cover the Lieutenants and the Captains of the Belvidere Fire Department.

The Officers of the Belvidere Fire Department are recognized as supervisors of the Belvidere Fire Department and are not recognized as administrators of the Belvidere Fire Department.

2.2 Labor Management Meetings and Committee

(a) The Officers and the City mutually agree that in the interest of efficient management and harmonious Officer relations, meetings shall be held between Officers and City representatives at such times as may be mutually agreed upon by the parties, and shall be limited to:

- (1) Discussion on the implementation and general administration of this Agreement;
- (2) A sharing of general information of interest to the parties; and
- (3) The identification of possible health and safety concerns.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedures. Either party may submit an agenda to the other within one (1) week prior to the mutually agreed to meeting date and time. Such meeting shall be chaired alternately by representatives of the Officers and the City, and there shall be no loss of wages for attendance by Officers' stewards if such meetings are scheduled during normal working hours.

(b) Disputes regarding working conditions not specifically addressed in this Agreement may be presented to the Labor Management Committee. If the dispute cannot be resolved by the Labor Management Committee, it may be grieved to the Mayor pursuant to Step 2 of Article 15.2. The Officer may appeal the Mayor's decision by referring it in writing to the City Council, by delivery to the City Clerk, within five (5) business days after the receipt of the Mayor's decision (or within 15 days after the Mayor's decision is due if no decision is given).

The grievance shall be placed on the agenda of the executive session for the next regularly scheduled City Council meeting, and shall be decided as is reasonably possible under the circumstances. The City Council's decision shall be final and binding on the parties.

- (c) Parties agree that matters discussed in Labor/Management meetings shall have no precedential effect if other avenues of dispute-resolve are sought, such matters shall be limited to the L/M grievance procedure. It is understood that these meetings shall not be used to renegotiate this Agreement or limit either party of their rights they have by law.

2.3 Officer Business

Elected or appointed Officer representatives shall be allowed a reasonable amount of time during working hours to investigate grievances, after giving appropriate notice to and receiving the approval of their Department Head or his designee. Officer representatives shall also be allowed to attend grievance hearings, if such Officers are entitled or required to attend such meetings by virtue of being Officer representatives or participants in such grievance hearings.

2.4 Officer Meetings

The Officers shall be allowed to conduct general meetings, meetings of the Executive Board and also special meetings pertaining to labor negotiations between the parties, the election of officers or other corporate official Officer business, in appropriate locations of the firehouse. Meetings shall be scheduled after normal department business hours and shall cause no disruption to normal department operations.

2.5 Jurisdiction and No Infringement

No Officer shall be required nor volunteer to perform the work or duties, on a regular basis of (a) an Officer in another City Department or (b) within the work jurisdiction of any AFL-CIO trade organization.

ARTICLE 3 - HOURS OF WORK

3.1 Hours of Work

- (a) The normal work week shall be fifty-two point nine two (52.92) hours per week. There shall be a twenty-four (24) hour duty shift, two (2) twenty-four (24) hour off duty shifts. Officers assigned to a 24-hour shift shall generally be scheduled to receive one 24-hour shift off, without pay, once every 54 calendar days (18 shift days), which shall be known as a “Kelly Day”. The Kelly Day shall include 12 hours from each of two consecutive 27-day work cycles. Thus, an Officer assigned to a 24-hour shift shall not be regularly scheduled to work more than 204 hours in the normal 27-day work cycle. The parties agree to continue the 27-day FLSA work schedule.
- (b) An Officer may be placed temporarily on a forty (40) hour workweek schedule for special projects as needed by the Department. Examples could include grant

research, training, policy updates, computer work, inspections or other research. Assignments under this Section 3.1 shall be by mutual agreement between the Officer and the Department, provided that such agreement shall not be unreasonably withheld by the Officer.

3.2 Shift Change

When an Officer is required to change shifts, he shall have the next regular work shift off before reporting to his new shift. The Fire Chief shall consider Officer requests for a transfer in making shift changes. Officers shall be notified, in writing, two (2) weeks in advance of any forced transfers. Emergency transfers shall be allowed, without notification for unforeseen shortages in staffing levels.

3.3 Schedule

A work schedule showing the Officers' shifts and workdays shall be posted at each Fire House bulletin board at all times.

3.4 Training Shifts

- (a) For training purposes only, if Officers are required to work a 40-hour per week training schedule, they shall be assigned to a regular 8-hour shift, with Sunday and Saturday off subject to the demands of the training schedule. The daily training shift schedule shall be determined by the Chief or his designee. No 40-hour Officer shall be required to work 24-hour work shifts. All 40-hour Officers' work schedules shall provide for appropriate rest and meal breaks, which shall approximate the equivalent(s) of two 15-minute rest periods and a one (1) hour lunch period.
- (b) If the daily training schedule, by which the City does not control, conflicts with the provisions above, the alternate daily training schedule shall prevail.
- (c) Officers shall be paid as if working a regular 40-hour work week under the *Fair Labor Standards Act* ("FLSA").
- (d) For training purposes only, if an Officer is required or permitted to attend a one-day (8 hour), two-day (16 hour), or three-day (24 hour) seminar, the Officer, at the Chief's discretion, may be given equal time off from his regularly-scheduled 24-hour shift immediately before, during or immediately after the seminar, so long as it does not affect the Officer's total hours within the Department's FLSA work period. This flexible training schedule provides the Chief with the ability to allow the Officer to attend special training seminars outside of the normal 40-hour training schedule without incurring overtime, so long as there are no conflicts with shift schedules or Departmental operations.

3.5 Substitutions - Trading Time

Officers shall be allowed substitutes; however, such substitutions must comply with the following provisions so as not to cause the City any additional liability in regards to FLSA.

- (a) Such trading of time must be completely voluntary.
- (b) The arrangements must be solely at the Officer's option.
- (c) It is the Officer's desire or need to attend to personal matters.
- (d) The substitution must occur between Officers, consistent with Departmental staffing needs.
- (e) A written notice shall be given to the Chief or, in his absence, the Chief's designee and the Shift Officer, as soon as possible, preferably twenty-four (24) hours prior to the trade.
- (f) Trades of two (2) or more continuous shifts must be approved by the Fire Chief or, in his absence, the Chief's designee.

ARTICLE 4 - OVERTIME AND COMPENSATORY TIME

4.1 Overtime; General Provisions

- (a) Officers shall be paid overtime (time and one-half) for hours worked (including mandated training) in addition to their regular hours as defined in Article 3, and as authorized under Article 4.3 below.
- (b) Except as provided in (c) below, Fire Department Officers shall be compensated at the over-time rate for actual hours worked in excess of 204 per 27-day work period in accordance with the FLSA; provided, however, that "actual hours worked" shall not include any hours for which an Officer has already been paid at the rate of time and one half or greater.
- (c) Officers who are assigned to "Special Projects" on 40-hour per week schedules pursuant to Section 3.1(b) above shall be compensated at their overtime rate for actual hours worked in excess of forty (40) during the week(s) they are so assigned.

4.2 Computation of Overtime Rate

The hourly overtime rate for Officers shall be computed by dividing the Officer's regular two-week salary by 106 hours.

4.3 Overtime Authorization

The decision to authorize overtime to complete non-emergency tasks shall be made at the discretion of the Fire Chief or his designee.

4.4 Callback Time

Officers who are called back to duty once relieved shall receive at least two-hour overtime despite the actual time worked. If the two-hour callback time and the Officer's next regular shift overlap, the Officer will receive the overtime rate for two hours and the regular rate for the balance of the shift. No Officer shall be compensated twice for overtime, that is to say there will be no pyramiding for the same hours. Whenever the City needs to call back Fire Fighters under non-emergency times, the Fire Chief or his designee, shall notify Fire Fighters as soon as possible after the decision to call back Officers has been made, but not more than a month prior to the overtime assignment. If an Officer is released prior to the end of the two-hour callback period, that individual may be called back again within the same two-hour callback period, in which case hours actually worked will be paid.

4.5 Held-Over Time

Officers ordered to remain on duty ("held-over") beyond their normal quitting time shall receive overtime for the actual time held-over.

4.6 Traded Shifts

Extra compensation shall not be given where an Officer has merely "traded" shifts with another Officer. Shift trading shall be subject to the provisions of Article 3.5.

4.7 Court Time

All job-related court time mandated by the City/State/United State's Attorney or the Coroner will be paid, when the Officer is not otherwise scheduled to work, at one and one half times the Officer's regular rate of pay. A minimum of two hours will be paid for such court time, regardless of the actual number of hours spent. Officers shall be granted leave with pay at their regular rate for job-related court time managed by the City/State/United State's Attorney or the Coroner during their working hours.

4.8 Overtime Distribution

Overtime shall be distributed among Officers on a voluntary basis, pursuant to a Departmental Overtime Assignment System. Once all attempts to assign overtime voluntarily through the current Departmental Overtime Assignment System have been exhausted, the Fire Chief shall have the authority to order in the least senior Officer available to work for purposes of providing acceptable levels of staffing. In the case of emergencies such as: working fires, emergency medical calls, disasters, hazardous material incidents and other related incidents where there is a

direct threat to life and property, the Fire Chief or his designee shall have the authority to order Officers to work without administering the Overtime Assignment System.

4.9 Overtime Verification

The City will provide for a means of documenting and verifying all overtime training hours earned.

4.10 Compensatory Time Off

Once an Officer has earned overtime pay, the Officer may not be required to take compensatory time off in lieu of receiving such overtime pay. An Officer may, however, request compensatory time off, in lieu of receiving overtime pay, so long as the request is made to the Fire Chief (or his designee) and approval is received before the Chief's overtime report is made to the City's payroll clerk. Approval of such requests shall be in the discretion of the Fire Chief (or his designee).

4.11 Overtime Pay

Overtime will be paid in accordance with the City's current practice, not less than twice monthly. The Fire Chief shall post the Overtime Payroll Report, submitted to the City Council, at each Fire Station. Copies of all Officers' overtime and/or compensation reports shall be open for inspection.

ARTICLE 5 - VACATION

5.1 Eligibility and Amount of Vacation

Full-time Officers shall be entitled to paid vacation in accordance with the schedules set forth hereafter. Vacation will be earned on the Officer's anniversary date following the completion of one year of service and on each anniversary date thereafter. However, Officers will be assigned vacation amounts to be scheduled in each vacation year (May 1 - April 30). It is expressly understood that the City is allowing Officers to schedule and use vacation prior to the time it is fully earned.

<u>Years of Continuous Service</u>	<u>Vacation Amount</u>
1 year, but less than 3 years	(3 work shifts)
3 years, but less than 7 years	(5 work shifts)
7 years, but less than 15 years	(7 work shifts)
15 years and over	(10 work shifts)

"Years of Continuous Service" commence on the Officer's date of hire.

5.2 Defined Vacation

Vacation shall be defined as any time an Officer has on the books, such as vacation, holidays, comp-time, or any other time that an Officer has earned. Also, to be understood to be any time that an Officer is entitled to time off from work with full pay.

5.3 Vacation Pay

Vacation pay shall be paid at the Officer's regular straight-time rate of pay in effect for his regular job on the day immediately preceding the vacation period. Vacation pay for Officers shall be calculated as follows:

- (a) Salary divided by number of work periods per year (17.3);
- (b) Work period salary divided by the number of work shifts per work period (7); and
- (c) Accumulated work shifts multiplied by shift salary.

5.4 Vacation Options

- (a) The Department's vacation year commences on May 1 of the applicable calendar year and continues through April 30 of the following year. If the operational requirements of the Department prohibit an Officer from taking his vacation during the applicable vacation year, the Fire Chief shall make a written request to the City Council via the Mayor to allow the Officer to either take any unused vacation in the following vacation year, or to be paid for unused vacation. The Officer's preference shall be noted in the written memo but the City Council shall have the final power of decision whether the days are to be carried over or paid. The Officer shall be paid for the unused vacation time at his regular straight-time rate of pay in effect for the contract year during which the majority of the Officer's vacation time accrued, in accordance with the provisions set forth above in Article 5.3.

5.5 Payment Upon Separation From Employment

Any Officer who is laid off, discharged, retires, dies or is otherwise separated from the service of the City for any reason shall be paid for any earned but unused vacation on a prorated basis at the time of separation, provided the Officer has no outstanding debts due to the City. Used but unearned vacation shall be deducted from any Termination Pay due the Officer. Vacation shall be prorated at the rate of one/three-hundred-and-sixty fifth (1/365) of the benefit for each day of service following the Officer's anniversary date. In the event that an Officer changes from the Fire Department to another department of the City, all vacation rights will be considered those of a new Officer. Calculation of pay shall be in accordance with Article 5.3. In the event of the death of an Officer, payments for accrued but unused vacation shall be made as required by law.

5.6 Shift Changes

A shift change may not disrupt an Officer's scheduled vacation and shall be handled in accordance with current Departmental policy.

5.7 Vacation Increases

When during the vacation year an Officer has an increase in vacation days because of his/her years of continuous service eligibility, said Officer shall have the right to select those additional vacation dates during the selection period, and can be used at any time during the vacation year.

5.8 Selection Period

- (a) The vacation selection book shall be released on March 1st of each year. Kelly Days shall be placed on the calendar, by the Chief or his designee, prior to initial vacation/holiday picks and shall count as an occupied slot on the vacation calendar. Captains shall have three (3) days to pick earned and available vacation days (excluding holidays and comp time), followed by the Lieutenant, then firefighters in order of seniority until each member has had three (3) calendar days to select his/her vacation days (excluding holidays and comp time). This same process shall then repeat at which time officers and firefighters may pick for any remaining unused and accrued paid time off (including vacation, comp time and holiday based upon the recognized holidays in this Agreement). The parties agree that the selection of time off only during the vacation selection period of March 1 through April 30th shall be guaranteed and shall not be denied so long as no more than one (1) firefighter is scheduled off the same shift an officer is off, provided however, Firefighters shall be guaranteed two (2) time off slots in the absence of Officer time off. One (1) Officer shall be guaranteed one (1) vacation slot per shift day during the initial vacation selection period of March 1st through April 30th subject to the number of authorized vacation days. Officers shall have, each shift, one (1) available slot on the calendar for use as long as the number of vacation/holiday time is not exceeded by any member of the Department.

Exception: During the primary selection period only, if two (2) more Senior firefighters pick the same day as a less Senior Lieutenant, the two firefighters shall be guaranteed the time off in addition to the Lieutenant.

- (b) If there is a shift change by the City after the affected Officer has/have chosen his/her time off, the City shall grant the Officer his/her original vacation leave.
- (c) After the selection period, any Officer may select a date(s) which has already been selected with the understanding that only one Officer may be off duty on vacation or holiday as a matter of right. The second selecting Officer shall only receive the scheduled time off if another Officer/Firefighter on the same shift elects not to utilize/cancel his/her selected time off.

- (d) Upon completion of the selection process a vacation calendar shall be posted at each Fire Station and a copy of individual approved dates shall be provided to each Officer. After the expiration of the selection period, any Officer may select a vacation date(s) but without the benefits of seniority or guarantee of time off. Notwithstanding the foregoing, each fiscal year, an Officer may select not more than two of the Officer's existing vacation dates, after the selection period is complete, which shall not be denied unless the selected date(s) would unreasonably disrupt Department operations. For purposes of this subsection, overtime shall not be deemed a disruption of Department operations. An Officer may only use this post selection period guaranteed approval of a vacation day if the other regularly assigned shift Officer will be on duty for the day.
- (e) No Officer shall schedule more vacation dates than he has vacation time.
- (f) No Officer shall be required to schedule a vacation date during the selection period.

5.9 Half-Days

Officers may be entitled to use vacation days in increments of a half (1/2) shift (12 hours), and these days are unlimited subject to the number of authorized vacation days. The following are the requirements for scheduling and using half-day vacations:

1. Half-day vacations shall be either 0700 to 1900 or 1900 to 0700 hours.
2. Four (4) half-days may be scheduled like full vacation days and these half-days shall be treated like full vacation days.
3. No trading of granted half-day vacations shall be allowed.
4. Officers can only take half days if there is at least one officer on duty at all times.
5. Half-days may not be scheduled as part of the initial selection period process set forth in Section 5.8 above.

5.10 Canceled Selected Dates

Any Officer may cancel his selected date(s). Said Officer must notify the duty Shift Officer at least twenty-four (24) hours prior to the start of his vacation date(s). All related shift personnel shall be notified (if possible) of the cancellation immediately by the duty Officer, in order of seniority. Canceled vacation and/or vacation selected date(s) by the Fire Chief or duty Officer, for reasons of emergency requirements, as defined by state statute, shall be canceled by numerical order, such as first approved, last canceled. Secondary date(s) shall be canceled before primary date(s).

5.11 Duties

Any Officer on a scheduled vacation shall be released from any required Department functions and is free to use his earned time off without obligations to the City, provided, however, that the Officer shall remain subject to callbacks for emergency situations. Any training, scheduled and posted prior to the vacation selected, required under this Agreement shall subject Officers to attendance for such training.

ARTICLE 6 - HOLIDAYS

6.1 Recognized Holidays

The City and the Officers recognize and agree upon the following holidays:

- | | |
|----------------------------------|-----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's birthday | 8. Thanksgiving Day |
| 3. Good Friday | 9. The day after Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. The Officer's birthday |
| 6. Veteran's Day | |

6.2 Compensation for Holidays

Officers shall receive one work shift off in lieu of each recognized holiday. Days off shall be scheduled and used under the same terms and conditions as vacations.

6.3 Earned and Credited Holidays

Holidays, as defined in Article 6.1, are earned by all Officers as their time of employment passes a recognized holiday; however, Officers shall be issued their forthcoming holidays on May 1 of each year and scheduled in accordance with Article 5 – “Vacation,” Section 5.5 and 5.8(b).

ARTICLE 7 - LEAVES OF ABSENCE

7.1 Sick Leave and Sick Pay Benefits

- (a) Purpose and Intent. The purpose of this section is to provide those Officers who suffer from illness or injury with time off (with or without pay as provided below) so that they may recuperate and return to active duty.
- (b) Reporting of Illness or Injury. Officers who are unable to work due to an illness or injury must contact the Shift Officer prior to their scheduled shift. Officers

may be required to submit a statement regarding the nature of the illness or injury upon their return to work.

- (c) Physician's Certificate. In cases of two (2) or more consecutive work shifts of absence or three (3) separate absences in one month, the Officer may be required to submit a certificate signed by his physician stating the nature and extent of the Officer's illness or injury and inability to return to work.
- (d) Status Reports. If the Officer's inability to work continues, the Officer shall submit a status report from his physician every thirty (30) calendar days or more frequently if reasonably required by the City. The status report(s) shall describe the Officer's estimated date of return to active duty. The Fire Chief shall be notified immediately if such status report is delayed for reasons beyond the control of the Officer or the frequency of such report would be unjustified in the physician's view.
- (e) Confidentiality. All communications shall protect the Officer's confidentiality, along with the "*Illinois Mental Health, Developmental Disabilities, Confidentiality Act*", and the "*Federal Act of July 1, 1975 Confidentiality of Alcohol and Drug Abuse Patient Records*".
- (f) Alternate Duties. A partially disabled Officer may, with his physician's approval, be assigned to perform alternate Fire Department duties on a temporary basis so as to allow the Officer time to recuperate, after which the Officer shall be returned to full-duty status. The Officer's physician shall state, in writing, that the Officer will be able to work at 100% in a reasonable amount of time, and shall determine the Officer's hours of work, time and work limits. The determination of the availability and need for such assignments shall be within the reasonable discretion of the Fire Chief. The City may request a second opinion regarding the approval or lack of approval by the Officer's physician under Section 7.1(j). Time spent by any Officer assigned to a less strenuous position, due to health or disability, shall not be counted as sick days and the Officer shall continue to receive all compensation and benefits, including accumulation of seniority attached his normally assigned position. To the extent reasonably possible, when assigned to alternate duties, the Officer shall wear the regularly-required uniform. If placed on a forty (40) hour week, the Officer's vacation shall be broken into eight (8) hour blocks.
- (g) Permanent Disability. If, at any time during a sick leave, it is determined to a reasonable degree of medical certainty by the Officer's physician that the Officer will be unable to return to active duty within a reasonable period of time, benefits under Section 7.1(h) shall automatically stop, and the Officer will be expected to apply for a disability pension, provided that sick leave for such Officer shall continue for up to 60 days (unless otherwise provided by law), commencing with the date of the Officer's application for disability pension, to allow sufficient time for processing of the application. Fitness for duty assessments and second

opinions regarding an Officer's ability or inability to return to active duty shall be conducted pursuant to Section 7.1(j).

- (h) Sick Pay Benefits. If the Officer complies with the requirements set forth above, the City, upon receipt of a certificate signed by a licensed physician stating the nature of the illness, shall pay the Officer at his regular pay rate for the time missed as if the Officer had worked as regularly scheduled; provided, however, that no compensation shall be paid for time absent from work if:
1. The Officer was absent from work for a reason other than inability to work due to illness or injury;
 2. The Officer is eligible for a disability pension, or any other benefits representing compensating lost wages, from any source, whether through worker's compensation, insurance coverage or a similar benefit plan. Receipt of insurance or worker's compensation benefits representing or compensating losses other than lost wages (e.g., hospital or doctor bills, loss of limb) shall not prevent an Officer from receiving sick pay benefits;

Subject to the above exceptions, the City will retain the Officer on its active payroll for a maximum of one hundred sixty (160) continuous calendar days from the initial date of illness; provided, however, that such benefits shall not exceed 75% of the Officer's length of service as measured from date of hire. Each separate and distinct illness unrelated to their prior absence(s) shall start a new one hundred sixty (160)-day period.

- (i) Proper Use of Benefits. It is understood that sick leave benefits are only available for bona fide absences due to illness or injury. Although Officers remain subject to the disciplinary authority of the Fire Chief and the Board of Fire and Police Commissioners, it is acknowledged that false reports of illness or other abuses of sick leave benefits constitute serious violations of the Officer's obligation of service to the public and which constitute cause for severe disciplinary action or dismissal by the appropriate authority.
- (j) Second Opinions and Other Examinations. The City reserves the right to engage any Illinois State Registered Physician at its own expense to examine the Officer and ascertain the propriety of any absence or absences of any Officer from work claimed to be due to illness or injury and/or to assess an Officer's present or anticipated fitness to return to duty. The City also reserves the right to engage any Illinois State Registered physician at its own expense to examine an Officer in order to investigate the health of any Officer whose work performance the Fire Chief suspects with just cause as being adversely affected by some illness or injury. The Officer shall submit to such examinations. Time away from work in connection with the examination shall not be counted against the Officer as sick time, nor shall he suffer lost wages when complying with an order to be examined

by the City physician. The City shall consult with the Officer when evaluating his ability to return to work, in accordance with the Americans With Disabilities Act.

In the event of a conflict between the reports or opinions of the Officer's physician and the City's physician, the Officer may be required to submit to an examination by a third physician, chosen by the Officer's physician and the City's physician, at the City's expense. The report or opinion of the third physician shall be final and binding upon the parties.

- (k) Other Work - Requirements: Sick leave and sick pay benefits are intended to provide the Officer with the time off in which to recuperate or recover from an illness or injury. In accordance with this intention and purpose, the City expects that any Officer on sick leave will neither (a) perform work at any other employment on days on which the Officer would have been scheduled to work, but for the Officer's illness/injury, nor (b) participate in non-work activities which are outside the scope of the physical limitations causing the employee's absence.

7.2 Compassionate Leave

All Officers will receive one (1) shift time off without loss of pay, for a death in the immediate family, to be used to attend funeral, wake, memorial, or celebration of life services or to address the decedent's affairs. Immediate family is defined as spouse, parents, stepparents, legal guardian, children, stepchildren, brother, brother-in-law, sister, sister-in-law, mother- or father-in-law, grandparents, spouses grandparents, and grandchildren.

- (a) Funeral leave shall not be deducted from sick leave.
- (b) If an Officer is on vacation, he will still be entitled to one shift funeral leave benefit.
- (c) Time off with pay may be granted by the Department Head with the approval of the Mayor to attend funeral services for reasons of special circumstances. Alternatively, the Fire Chief may grant unpaid time off for this reason.
- (d) Whenever an Officer needs additional time off, he may use earned time off on the books in lieu of lost pay.
- (e) Whenever a funeral is delayed because of circumstances beyond the control of the Officer, or extended travel is required, he shall be allowed to delay the use of his compassionate leave benefit to attend such services.

7.3 Temporary Military Leave

Officers who are members of any U.S. armed forces shall be granted temporary military leave in accordance with applicable law, or vacation time may be applied at discretion of Officer. All

other provisions granted under the "Veterans Re-Employment Act," or any other state or federal law pertaining to veterans' rights shall apply.

7.4 Jury Duty Leave

An Officer required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked but for such jury participation, so long as the Officer endorses and pays over to the City any jury duty fee or witness fee paid him for such service. The Officer shall return to work following jury duty if his scheduled shift has not ended.

7.5 Emergency Leave Time

Any member of the Department may with approval of the Fire Chief (or Shift Officer) have any emergency leave with pay in case of accident or sudden illness in his family. The Chief (or designee) may find another Department Officer to fill the vacancy left by the absence, or the officer in charge will obtain a trade for the absent Officer, consistent with the other terms of this Agreement, and the Officer must pay the trade time back.

7.6 Job-Related Medical Leave of Absence

Any Officer unable to work because of a job-related disabling condition shall be entitled to a leave of absence at his regular rate of pay for the duration of the time for which he is medically certified as being unable to work. During such leave of absence, the City will maintain regular payments into medical and pension plans to ensure continued coverage for the Officer and any dependents. Employment status and seniority shall remain the same during time spent on such a leave of absence.

7.7 Family Medical Leave Act

The City will comply with the Family Medical Leave Act ("FMLA") and post required documents at each station.

- (a) **SUBSTITUTIONS:** Officers having vacation, personal days, holidays, or compensatory time on the books will be required to use such time before unpaid leave will begin. This paid leave will be considered as part of the leave for the purpose of FMLA.
- (b) **REPORTS and SECOND OPINIONS:** In the case of serious medical conditions, these cases shall be defined and administered to in accordance with Article 7.1 (c),(d),(j) when determining the inability to work.
- (c) **HEALTH INSURANCE:** Officers will be required to pay normal Officer contributions to the Health Insurance program, at the amount defined in this agreement, to maintain health insurance coverage while on FMLA leave.

ARTICLE 8 - HEALTH AND PENSION BENEFITS

8.1 Health Benefits and Premiums

During the term of this Agreement, the City shall provide health and dental benefits for Officers who have been employed for 30 days or more, and their eligible dependents, as follows:

- (a) The City agrees to maintain substantially equivalent health and dental benefits. The individual deductible shall be \$250.00 (\$750.00 family deductible) and coinsurance payment shall be \$1,000.00. The City shall discuss benefit changes with the Officers before implementation.
- (b) Officers electing insurance coverage shall pay 14% of the City's premium rate per month towards the cost of their health and dental insurance coverage, provided that increases to such employee contributions shall be based upon the "applicable premium rates":

For purposes of this Section, a given year's "applicable premium rate" shall be the lesser of (a) the current premiums or (b) 13% over the prior year's premiums. increases to such employee premium contributions shall not exceed 13% over the amount paid the previous year.

The City shall, as long as legally possible, process Officer premium share on a pre-tax basis.

The City shall pay the remaining cost of health and dental benefits provided to Officers and their eligible dependents.

- (c) Officers may elect to participate in the City's H.S.A. plan option in accordance with the same terms applicable to other City employees, provided that the City shall contribute 90% of the savings differential generated by the HSA plan's 1 premium for the employee's elected coverage into the employee's HSA account.
- (d) For purposes of this paragraph, the term "Eligible Dependents" shall be determined by the relevant Group Health Plan and applicable law in effect at the time.
- (e) The City and Union agree that the maximum dental benefit per covered individual shall be \$1,500.00 per year, the maximum orthodontia benefit per covered individual shall be \$1,500.00 as a lifetime benefit. The parties agree, as set forth above, that the City shall provide substantially similar dental benefits for the term of this Agreement. In consideration of this benefit, the City and Union agree that the portion of premium corresponding to the dental benefit, paid by bargaining unit members, shall be increased in proportion to the increase in maximum benefit.

8.2 Retiree Health Benefits

Officers who retire, in accordance with section 4-109(a) of the Firefighters' Pension Fund (40 ILCS 5/4-109(a)), during the term of this Agreement ("Retired Officers") may continue their insurance coverage under the terms of the City's group insurance plan as amended from time to time, provided that:

- (a) Retired Officers must pay the entire cost of dependent coverage. City shall pay its portion of the cost of single coverage, as provided in Article 8.1(b), commencing on the date the Retired Officer begins receiving pension benefits and continuing until the Retired Officer becomes eligible for Medicare/Medicaid.
- (b) Premium payments must be made to the City Clerk within a reasonable period of time, as determined by the City, in order to keep said insurance in effect.
- (c) The City shall not be responsible for the cancellation of the insurance by the insurer which results from the failure to transmit the premium payments set forth above within the required time for making such payments.
- (d) If an employee is eligible to receive pension benefits in all respects within the meaning of section 4-109(a) of the Firefighters' Pension Fund (40 ILCS 5/4-109(a)), except for their age, and the employee chooses to retire, the employee may elect to continue the City's health plan but shall pay the entire cost of premiums charged to the City for such coverage as well as the entire cost of premiums for all dependents continuing coverage. When such an employee begins receiving pension benefits under the fire pension plan subsection (a) shall govern.

8.3 Optional Coverage

Coverage under the City's health insurance program shall not be a mandatory requirement. The Officers' options shall be defined under the City's health insurance program. The Officer's contributions under Article 8.1(b) shall be based upon the coverage elected by the Officer. Elections not to receive coverage may be revoked at any time, provided that eligibility for such coverage shall be determined in accordance with the terms and conditions of the City's health insurance program.

8.4 Inoculations and Immunizations

The City shall provide at its own cost, with the approval of the Officer, the following inoculations and immunizations, provided that the time spent by Officers receiving such inoculations and immunizations outside their working time shall not be compensable as "hours worked":

8.7 Killed in the Line of Duty

The City shall pay \$15,000.00 towards funeral and burial expenses of any Officer killed in the line of duty. Such funds shall be payable within two weeks of the date of death to the individual designated by the Officer or otherwise provided by law.

8.8 Prescription Safety Glasses

The Employer shall contribute up to a maximum of Two Hundred Dollars (\$200.00) for an eye exam and/or one pair of prescription safety (ANSI Z87) glasses for those Officers who are in need of such glasses or if broken on the job, provided there is no negligence on the part of the Officer.

8.9 Physical Fitness Standards

Members will be expected to participate to the best of their ability in a safe and efficient manner. This standard is being created only to ensure the safety of the members of the Department. The Officers and the Fire Chief will work together to establish a Department standard. Once established, the City will request the Board of Fire and Police Commissioners to adopt the standards for Fire Department applicants.

8.10 Physicals

- (a) **General Provisions:** Once each contract year, all bargaining unit Officers shall be required to submit to a physical examination by a licensed physician of the City's choosing and at the City's expense, in order to determine the Officer's continued fitness or ability to perform his job, in accordance with state or federal law (including the Americans with Disabilities Act) and Departmental policy. The annual physical shall include, but not be limited to, a hearing evaluation, spirometry testing and cancer screenings.
- (b) **Reports of Examinations:** The results, reports or records of any such physical examinations shall remain confidential. The City's physician shall disclose the following findings to the Fire Chief, Officer and other City official:
 - 1. medical findings relevant to the Officer's fitness to perform his job; and
 - 2. if the Officer is not physically fit or able to perform his job, the reasons for such determination. The findings will be maintained separately from the Officer's personnel file.

The Officer agrees to execute any authorization (including HIPAA consent forms) necessary to allow the information to be shared with the City, to the extent the City is permitted by law to obtain such authorization.

- (c) **Second Opinions:** If an Officer objects to any portion of the City physician's findings, he may provide the Fire Chief with an opinion or report from an Illinois licensed physician of the Officer's choosing; provided that such opinion or report is based upon a current examination by that physician. If the report of the Officer's physician disagrees with that of the City's physician, either the City or the Officer may request that a third examination be conducted by an independent physician selected by the City's and the Officer's physicians. The cost of the third examination shall be equally split between the City and the Officer.

8.11 Officer Assistance Program (EAP)

The City maintains an Officer Assistance Program that provides assistance to all City Officers and members of their families that are covered by the City's self-insured medical plan. The assistance is designed to help the individual when personal problems begin to affect job performance or health. Covered persons may call EAP concerning marital, family, financial, legal, emotional, or chemical dependency concerns.

The City's obligation to provide treatment under this agreement for EAP services and follow-up actions shall be limited to coverage provided by the City's insurance plan in which the Officer is enrolled. Personal information shall be released to the City only upon the written consent of the covered Officer.

ARTICLE 9 - SAFETY AND WELFARE

9.1 Station Wear

- (a) The City shall provide a \$1,250.00 payment on May 1st of each year for uniform wear and uniform maintenance. The parties understand that the payment may be a taxable event. In the event a uniform is damaged in the line of duty and the firefighter demonstrates, through provision of receipts that the payment has already been properly expended, the City shall pay for the replacement uniform or part thereof.
- (b) **Accessories:** The City shall provide the following required station wear at no cost to the Officer: badges, pins, name tags, and tie bars, or any other accessories required by the Department.
- (c) **Appearance:** The uniform currently worn will serve as both the work uniform and the dress uniform. To maintain the proper image to the public, only full-time Officers shall be allowed to wear and represent the City with an Officer uniform.

9.2 Protective Clothing and Equipment

- (a) The City shall furnish and thereafter maintain at no cost to the Officer all respiratory apparatus, gloves, helmets, boots, personal protective alarms, and

protective clothing necessary to preserve and protect the safety and health of Officers.

- (b) All protective clothing shall meet the standard, whether existing or promulgated during the term of the Agreement, that provides the highest level of worker protection. Such standards shall comply with the current NFPA Standards.
- (c) Only personnel who have been trained and certified by the manufacture or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus and compressor. The City shall have the breathing air from the compressor, used for self-contained breathing apparatus, tested at least four (4) times a year for purity, moisture and contaminants by a certified testing agency in accordance with OSHA and NFPA 1500, such report shall be sent to the Labor Management Committee after each test.

9.3 Sanitation, Maintenance and Upkeep

It shall be the responsibility of the City to provide materials for the day-to-day maintenance and upkeep of the fire stations. The Fire Chief or his designee shall determine necessary maintenance and upkeep and necessary materials for said maintenance and upkeep.

9.4 Non-Liability for Safety and Health

The City shall indemnify and hold harmless the Officer and its International committees, officers, agents, representatives and Officers, from any and all claims and suits from damages for bodily injuries, including death, arising from or growing out of any alleged occupational safety and health hazards including any claims against the Officer and its International committees, officers, agents, representatives or Officers for alleged actions or failure to act, except for actions involving gross negligence and/or intentional concealment.

9.5 Testing of Equipment and Apparatus

The City intends to maintain all equipment per National Fire Protection Association standards, pursuant to the preventative maintenance program for all fire apparatus and ambulances promulgated by the Fire Chief.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Selection of Acting Officers

- (a) Anytime the Fire Department is short the normal accompaniment of Fire Officers, the City may assign a Fire Fighter to the vacant position. The City may also elect to cover the vacant officer 's position with another Fire Officer.

- (b) The selection of acting officers shall be done on the basis of seniority on an eligibility list. If no list exists then shift seniority shall be used.
- (c) An Officer who is assigned to a position higher than the rank he currently holds shall be compensated at the rate of the position assigned, for actual hours worked in the higher rank.
- (d) Selection of Acting Officers: In the absence of the Chief, the Chief may request an off-duty officer to be an On-Call Commander. No Officer may be required to serve as an On-Call Commander, said service being purely voluntary. When an Officer elects to serve as an On Call-Commander, the Officer shall serve in that role for at least twenty-four (24) consecutive hours. The On-Call Commander will utilize the department Chief command car and respond to any Auto Aid/Mutual Aid incidents and MABAS requests. The On-Call Commander shall respond and be enroute to any such incident or request within ten (10) minutes of notification. Selection of the On-Call Commander will be offered, by rank, first to officers of the off going shift, then the previous shift, then the duty shift based on availability. The On Call Commander will receive 8 hours of differential pay calculated based upon the difference between the Chief's hourly rate and the Captains' base pay hourly rate for 24 hours service as On Call Commander. Receipt of the On-Call Commander pay and assignment to On Call Commander status requires the Officer to agree to remain within 45 minutes of Station 1. While responding to a request for aid, the On-Call Commander will receive overtime in accordance with Article 4 of this agreement based upon their regular rate of pay.

10.2 Roll Call

All on duty Officers shall be informed at the start of their tour of duty, and at times of any changes, of Fire Officers or Shift Personnel. It shall be understood that it is the duty of Officers to administer the Department Log Book or any other responsibility involving notification of personnel or duty changes. Notification of changes in Fire Officers and/or shift personnel shall not be required for temporary changes of less than two (2) hours.

10.3 Common Meal Site and Meals

Officers are required by the City to contribute financially to congregate meals, in which they participate, in the firehouse at a charge equal to the value of the meals. Participation in congregate meals shall be entirely voluntary. The City shall provide a means for which Officers can acquire food for meals.

10.4 Mileage Allowance

Officers using their own vehicles to conduct Fire Department business (excluding 2% business) will be reimbursed mileage in accordance with IRS rate. The City will attempt to furnish transportation whenever possible.

10.5 Per Diem

Employees who are assigned to either training or any assignment which requires them to be outside the corporate limits of the City during meal hours shall be reimbursed for such meals at the following rate: Breakfast - \$6.00, Lunch - \$9.00 and Dinner - \$18.00. If an employee foregoes one meal he may use the additional amount for a subsequent meal. To qualify for reimbursement, paid receipts, exclusive of liquor charges, must be submitted, and the City shall make the reimbursement within forty-five (45) days of receiving the receipts.

10.6 Personal Lockers

Each Officer will be issued one locker per fire station, for his personal use. Officers shall not hold the City liable for any missing or damaged items.

10.7 Personal Property

If items of personal property are lost or damaged in the line of duty, the Officer will be compensated in cash, provided there is no negligence on the part of the Officer, by an amount agreed upon by the Chief.

10.8 Indemnification of Officers

- (a) The City will indemnify the Officer in accordance with the provisions of applicable Illinois law.
- (b) Officers shall have legal representation by the City in any civil cause of action brought against an Officer resulting from or arising out of the performance of official duties.
- (c) Officers shall be required to cooperate with the City during the course of the investigation, administration or litigation of any claim arising under this Article.
- (d) The City will provide protections set forth in Section (a) and Section (b) above, only so long as the Officer is acting within the scope of his employment and where the Officer cooperates, as defined in Section (c), with the City in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.
- (e) In the event that the City determines that a conflict of interest or potential conflict of interest exists as a result of its representation of the Officer, the City shall provide the Officer with legal counsel of its choosing subject to any reservation of its rights under Section (d) above. The Officer may request a different legal counsel and should provide justification for this request.

10.9 Fundraising

It is agreed that there shall be no fundraising activity under the auspices of the Fire Department for personal or departmental needs, unless authorized by the City Council. This does not apply to Officer fundraising activities outside of City employment.

10.10 New Rules

New or revised rules and orders having the effect of changing a rule or regulations may be established from time to time by the City, provided they are reasonable and not a mandatory subject to bargain. Any such new or revised rule(s) or order(s) shall be posted for ten (10) days and a copy provided to the Officer before they become effective or enforceable. Where possible, the City shall discuss proposals for new rules, regulations and orders with the Officer prior to posting, however if such subject is in regards to safety or mandated law, the time limits herein may be negated. The intent of this provision is that the rules and regulations of the Fire Department will be updated, understood and fairly and equitably administered. The Fire Chief shall update the Department's Rules & Regulations Manual on a regular basis.

10.11 Occupational Exposure to Bloodborne Pathogens

The City agrees to comply with the Illinois Department of Labor's standard on Bloodborne Pathogens.

10.12 Intentionally Omitted and Reserved

10.13 Outside Employment

Any Officer engaging in secondary employment will be requested to furnish proof of worker's compensation insurance coverage for such secondary employment no later than seven (7) calendar days after the start of this engagement, or alternatively execute a waiver holding the City harmless for any injury sustained during such secondary employment or a result thereof. No sick leave benefits shall be issued to such Officer due to an injury or illness contracted while performing such secondary employment.

10.14 457 Plan

The City shall maintain the current deferred compensation 457 plan during the term of this contract, so long as such Plan is available and allowed by law.

10.15 Fire Ground Accountability

- (a) For providing safe fire grounds operations, the City shall provide the minimum training of State Certified Fire Fighter-II and Haz-Mat First Responder/Operations training for all Officers on the fire grounds, with the exception of mutual aid personnel. All Officers wearing Self Contained Breathing Apparatus shall be respiratory certified under state law.
- (b) On major fires or Haz-Mat incidents, a trained Safety Officer shall be assigned, when such personnel are available, other than the incident commander and shall be accountable for all Fire Fighters inside any burning structure or Haz-Mat zone.

10.16 Inspection of Personnel Files

The City agrees to allow Officers to examine the contents of all their personnel files upon seven calendar days' written notice to the Fire Chief, or his designee. Upon written request, the City shall provide Officers with copies of the contents of their personnel files; provided that Officers must pay for the copies at the rate normally charged to the public. Officers may not remove their personnel records from their place of maintenance. Officers shall be provided a copy of any document placed in their file within seven calendar days. No document shall be placed in an Officers file without being dated and signed by the Personnel Officer, the Fire Chief, or their designees. Unless exempted by law, a copy of any addition to an Officer's personnel file will be provided to the Officer.

10.17 Duties First

The Officer and the City agree that after completion of all daily duties of apparatus checks, drilling, cleaning and other special duties, Officers shall be allowed, with their Shift Captain's permission, to engage in personal activities as long as such activities do not interfere in the response to emergencies or unplanned duties or maintenance. This provision is to allow for a period of work along with a period of rest, during non-emergency times.

ARTICLE 11 - PROFESSIONAL STANDARDS

11.1 Education

Effective upon execution of this Agreement, the City shall reimburse any Officer for fifty percent (50%) of the cost of tuition and course books to a maximum of \$1,000.00 per year, subject to an aggregated Department total of \$6,000.00 per fiscal year (\$2,000.00 per shift), upon submission of proof of the expenses incurred, for all City approved off-duty courses within the confines of a fire service curriculum, from an accredited junior college, university, or other approved training school within the confines of a Fire, Emergency Medical Services or Emergency Management curriculum. Further, the course curriculum requirements shall be presented to the Fire Chief for his review and potential approval for payment before said courses are taken. Officers' requests for approval of tuition reimbursements shall be reviewed on a first-come, first-served basis.

An Officer shall receive:

\$600 for a passing grade of C;

\$800 for a passing grade of B;

\$1,000 for a passing grade of A; and

Pass/Fail courses shall receive \$800 upon a pass certification.

11.2 Training

- (a) Training Requirements: The City shall provide Emergency Medical Service recertification training and all required training by the *State of Illinois Health Department EMS Act* to maintain the Officers' obligated EMT-B and EMT-P certification requirements. The City shall provide any training for Officers who must maintain any certification required by the City.
- (b) The City recognizes that some Officers have achieved EMS training beyond what is currently required. In order to assist those Officers to maintain that status, the City agrees to reimburse any Officer an amount of \$225.00 upon evidence of successful re-certification beyond the required EMT-B status, excluding EMT-D recertification.

11.3 Officer Promotions

Promotions within the Fire Department will be per the requirements of the Board of Fire and Police Commissioners. The Board of Fire and Police Commissioners is requested to establish the following procedures:

- (a) Notification of Examinations. Announcements for promotional examinations shall be posted in each fire station no later than thirty (30) days prior to the closing date for applications. Applications received after the closing date shall

not be considered. Officers shall be notified ninety (90) days prior to written promotional exam of what study materials the exam test questions are from.

- (b) Promotional Standings Information. The City agrees that it is in the best interest of the parties for the test scores of any Fire Department Officer who has participated in a promotional examination to be disclosed to the Officer upon written request to the Belvidere Board of Fire and Police Commissioners. All applicants will be notified of their final score and their relative standing.

The City shall provide and maintain up-to-date study material. One set of study material shall be provided at each station for the Fire Fighters use while on duty. Study material shall not be removed from the stations.

11.4 Job Description

Officers will be required to perform all work related to and in support of; fire suppression, inspections, prevention and extinguishment, along with those duties related to the delivery of Emergency Medical Services, extrication, emergency responses and related administration duties. In addition, all Officers will be required to perform general house-keeping and general maintenance duties in the fire stations and on the grounds as well as on all fire apparatus as directed by their shift officers. Officers shall be directed from time to time to operate equipment of the fire department required throughout the City for special details.

11.5 Education Premium

The City agrees to pay an increase of the base wage, as identified below, for successful completion of each of the following items:

Company Fire Officer (or equivalent) (Per Office of the Illinois State Fire Marshall), 0.5% over base wage. Effective May 1, 2023 1.0% over base wage.

HAZ-MAT TECH (Hazardous Materials Technician Certification), 0.5% over base wage. Effective May 1, 2023 this premium shall be eliminated and replaced with: HAZERDOUS MATERIAL Incident Commander, 0.5% over base wage.

The City shall pay a 1.0% increase over base wage after successful completion of FAE (Fire Apparatus Engineer Certification). Effective May 1, 2023 this provision shall be eliminated and replaced with:
ADVANCED FIRE OFFICER (or equivalent) 1.0% over base wage.

Effective May 1, 2023 a new education premium shall be added as follows:
FIRE DEPARTMENT INCIDENT SAFETY OFFICER, 0.5% over base wage.

The Officers agree to utilize the above training or forfeit the pay increase. In the event an Officer obtains the certification during a fiscal year, the increase over base pay shall be prorated for the remainder of the fiscal year.

ARTICLE 12 - JOB SECURITY

12.1 Definition of Seniority

Seniority means an Officer's length of continuous service with the Fire Department, since the Officer's date of hire. If more than one person is hired on the same day, they shall be placed on the seniority list according to their rank on the eligibility list from which they were hired.

12.2 Seniority Lists

Every twelve (12) months, the City shall post on all bulletin boards a seniority list showing the continuous service of each Officer. A copy of the seniority list shall be simultaneously provided to the Officer. The list shall be used whenever called for by specific articles and sections of this Agreement and, in such other cases, as may be agreed upon by the City and the Officer.

12.3 Notice of Layoffs

The City shall give forty-five (45) days' written notice of its intent to conduct layoffs to all affected Officers.

12.4 No Lockout

No lockout of Officers shall be instituted by the City during the term of this Agreement.

12.5 No Strikes

No strike of any kind will be caused or sanctioned by the Officer during the term of this Agreement.

12.6 Exit Interviews

The City and the Officers agree that in the best interest of improving the Department and retaining its Officers, the Fire Chief along with the Mayor, shall conduct an exit interview with all Officers who are terminating their employment.

ARTICLE 13 – NON-DISCRIMINATION

13.1 Equal Employment Opportunity

It is the policy of the City to provide equal opportunity in employment to all Officers and applicants for employment. No Officer shall be discriminated against in employment because of such individual's race, religion, color, sex, age, or national origin. This policy applies to all terms, conditions and privileges of employment including hiring, probation, training and development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreational programs, termination and retirement.

13.2 Officer Activity

There shall be no discrimination, interference, restraint or coercion by the City against any Officer for his activity on behalf of, or membership in, the Union.

13.3 Gender

All references to Officers, in this Agreement, designate both sexes, and whenever the male gender is used, it shall be construed to include male and female Officers.

ARTICLE 14 - DISCIPLINE

In addition to the rights guaranteed by the laws of the State of Illinois and the rules and regulations of the Belvidere Board of Fire and Police Commissioners, the parties agree that the following provisions will apply to Officers in discipline cases:

14.1 General Provisions

- (a) No Officer shall be disciplined or discharged without just cause. When just cause exists, Officers may be disciplined by a verbal reprimand, written reprimand, suspension and/or termination. Discipline shall be progressive and corrective and shall be designed to improve behavior and not merely punish it.
- (b) The provisions of the Firemen's Disciplinary Act, 50 ILCS 745/1 *et. seq.*, shall apply to all Fire Fighters under this Article.
- (c) With the exception of verbal reprimands, the Officer shall have the right, upon request, to be accompanied and represented by another Officer and/or legal counsel in disciplinary matters.

14.2 Use of Prior Disciplinary Records

- (a) No previous disciplinary record(s) of an Officer may be used as evidence against an Officer during investigative hearings as to the alleged violations of Fire Department policy, rules or regulations as established by the City of Belvidere or violations of local, state or federal law.
- (b) An Officer's previous disciplinary record may be utilized, in accordance with Article 14.3, for purposes of determining appropriate sanctions to be taken against an Officer who has been found to have committed offense(s) which are deemed to be violations of Fire Department policy, rules and regulations as established by the City of Belvidere or violations of local, state or federal law.

14.3 Retention of Disciplinary Records

- (a) Any record of a verbal reprimand may not be used for purposes of promotion, demotion, discipline or discharge after a period of one-year; provided, however, that any reference to the reprimand in a subsequent disciplinary action given for a similar offense during the one-year period may be used until the subsequent disciplinary action expires under this Article.
- (b) Any record of a written reprimand may not be used for purposes of promotion, demotion, discipline or discharge after a period of two-years; provided, however, that any reference to the reprimand in a subsequent disciplinary action given for a similar offense within the two-year period may be used until the subsequent disciplinary action expires under this Article.
- (c) Any record of a disciplinary action greater than a written reprimand but less than or equal to a five-calendar day suspension may not be used for purposes of promotion, demotion, discipline or discharge, after a period of three years; provided, however, that any reference of the disciplinary action in a subsequent disciplinary action given for a similar offense within the three-year period, may be used until the subsequent disciplinary action expires under this Article.
- (d) Disciplinary actions greater than a five-calendar day suspension may be used in subsequent disciplinary actions.
- (e) At the Officer's request, documents which have expired under the terms above shall be marked as such by the Fire Chief and a copy provided to the Officer.

14.4 Application of Grievance Procedures

- (a) When a Fire Department Officer is disciplined or discharged by the Board of Fire and Police Commissioners, the Officer may choose to appeal that decision by:
 - 1. arbitration, as defined in this Agreement, for a trial *de novo*, or;
 - 2. to the local circuit court as provided by law.

It is understood by all parties that an Officer's request or petition for review by the Circuit Court shall be considered a waiver of the arbitration procedure and that a request for arbitration at this point shall be considered a waiver of that Officer's right for Circuit Court review. However, the Officer shall at all times retain the right to seek review of an arbitration decision pursuant to the *Uniform Arbitration Act*.

- (b) Verbal and written reprimands shall be subject to the grievance procedures set forth in this Agreement. A copy of any written documentation of discipline placed in an Officer's personnel file shall be given to the Officer within 24 hours.

If an Officer disagrees with the verbal or written reprimand, he may submit a written statement explaining his position, to be attached to the reprimand in place in his personnel file.

- (c) Suspensions less or equal to five calendar days shall not be subject to the grievance procedures set forth in this Agreement. If an Officer disagrees with a suspension he may appeal to the Board of Fire and Police Commissioners in accordance with state and local law or submit a written statement explaining his position to be placed in his personnel file.

14.5 Savings Provisions

- (a) Except as provided in Article 14.4, nothing in this Article shall be construed as an attempt by either party to limit the power and authority of the Board of Fire and Police Commissioners as granted them by law. The parties acknowledge and agree that an arbitrator or court may overturn a decision of the Fire and Police Commission.
- (b) Nothing in this Article shall be construed as an attempt by either party to limit an Officer's rights as granted by any federal, state or local law.

14.6 Suspension Pay Reduction Formula

The City and the Supervisors agree that for purposes of suspensions, "three (3) calendar days" equals twenty-four (24) hours. Accordingly, the suspension pay reduction formula is as follows:

$$\begin{aligned} 24 \text{ hours} \times 365 \text{ days} &= 8,760 \text{ hours per year.} \\ 8,760 \text{ hours} / 3 \text{ shifts} &= 2,920 \text{ hours per salary year.} \\ \frac{\text{yearly salary}}{2,920 \text{ hours}} &= \text{hourly rate.} \\ \frac{\text{yearly salary}}{\text{hourly rate}} \times 24 \text{ hours} &= \text{one shift (three (3) calendar days) suspension pay reduction.} \end{aligned}$$

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Definition

A grievance is defined as any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of an express provision of this Agreement and shall be settled in the following manner:

15.2 Procedure, Steps and Time Limits

Step 1: The Officer, with or without a bargaining representative (or the Officer alone in the case of a bargaining unit grievance), shall take up the grievance or dispute in

writing or orally with the Fire Chief or his designee within ten (10) business days of its occurrence; if at that time the Officer or bargaining representative is unaware of the alleged violation the Officer or bargaining representative shall take it up within ten (10) business days of his/her knowledge of the occurrence. However, in no case will a grievance be valid if it is filed with the Fire Chief after 30 calendar days after its alleged occurrence. The Fire Chief or his designee shall then attempt to adjust the matter and shall respond to the Officers within ten (10) business days. The City agrees to notify the Officers of any Officer grievance, and of any settlement reached between the City and an Officer. The City and the Officer agree that the result of any such settlement shall not set a precedent in any actions or interpretations of the contract.

Step 2: If the grievance remains unadjusted in Step 1, and the Officers, with or without the grieving Officer, wish to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Mayor within ten (10) business days after the receipt of the Fire Chief's answer to Step 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the agreement allegedly violated and the requested remedy.

The Mayor shall meet and discuss the grievance within ten (10) business days of receipt of the notice of appeal with the authorized Officer representative at a time mutually agreeable to the parties. If no settlement is reached the Mayor shall give his written answer to the Officer within ten (10) business days following their meeting.

Step 3: If the grievance remains unadjusted in Step 2, and the Officers, with or without the grieving Officer, wish to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to The Chairman of the Finance and Personnel Committee, by delivery to the City Clerk within ten (10) business days after the receipt of the Mayor's answer to Step 2. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the agreement allegedly violated and the requested remedy.

The Finance and Personnel Committee shall meet and discuss the grievance within ten (10) business days of receipt of the notice of appeal with the authorized Officers' representative at a time mutually agreeable to the parties. If no settlement is reached, the Finance and Personnel Committee shall give the City's written answer to the Officer within ten (10) business days following their meeting.

Step 4: If the grievance remains unresolved within ten (10) business days after the reply of the Finance and Personnel Committee is due, either party may, by written notice to the other party, invoke arbitration.

15.3 Arbitration

The arbitration proceeding to be conducted by an arbitrator shall be selected by the City and the Officers within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin, or Indiana. Both the City and the Officers shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

15.4 Authority of the Arbitrator

Both parties agree that the Arbitrator shall have the right to hear more than one grievance at a time if the material is of similar nature. The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the City and to the Officers within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the fact of the grievance presented. Subject to the arbitrator compliance with provisions of this section, the decision of the arbitrator shall be final and binding, and shall be implemented within thirty (30) days of his decision.

15.5 Expenses of Arbitration

The fees and expenses of the arbitrator shall be born by the losing party. The losing party shall be determined by the arbitrator. However, each party shall be responsible for compensation of its own representatives and witnesses. The cost of a transcript shall be paid by the party requesting.

15.6 Time Limits

The time limits set forth in this Article may be extended by mutual written consent of the parties. The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and holidays. If the City does not respond within the prescribed time limits or procedures, the grievance will automatically advance to the next step of the Grievance Procedure.

15.7 Processing Grievances

A designated Officers' representative, whose participation in grievance hearings held pursuant to the provisions of this Article is necessary, shall be released from work without loss of pay to attend such hearings.

ARTICLE 16 - WAGES AND RATES OF PAY

16.1 Base Wages

- (a) Officers shall receive base wages based per Appendix B of this Agreement.
- (b) The City Council by motion may, from time to time, with the approval of the Officer, provide additional pay for Officers who are assigned by the department head to special assignments. The City Council may increase, decrease, or abolish the extra pay for such assignments at any time.

16.2 Longevity

- (a) Upon the completion of two continuous years of full-time employment with the City, Officers will become eligible for longevity payments in accordance with the provisions below.
- (b) Longevity payments will be computed as follows:
 - 1. Beginning with the first month (of the third year of full-time employment) after the Officer has completed his second continuous year of service (anniversary of date of hire or rehire) the Officer shall receive an additional .0025% of base pay per month per year.
 - 2. In each succeeding year (up to a maximum of twenty-five (25) years) the attainment of the Officer's anniversary date, the Officer shall receive an additional .0025% of base pay beginning with the first month of that succeeding year.
 - 3. Any eligible Officer who has twenty-five (25) or more years of longevity will be frozen at his present longevity percentage.

EXAMPLE

<u>BEGINNING</u>	<u>YEAR RATE</u>
3rd	.0025 x base
4th	.0050 x base
5th	.0075 x base
6th	.0100 x base

7th	.0125 x base
8th	.0150 x base
9th	.0175 x base
10th	.0200 x base
11th	.0225 x base
12th	.0250 x base
13th	.0275 x base
14th	.0300 x base
15th	.0325 x base
16th	.0350 x base
17th	.0375 x base
18th	.0400 x base
19th	.0425 x base
20th	.0450 x base
21st	.0475 x base
22nd	.0500 x base
23rd	.0525 x base
24th	.0550 x base
25th	.0575 x base

- (c) The amount of longevity to be paid each Officer will depend on the individual's date of hire and years of service.

16.3 Termination Pay

Any Officer who shall die, retire, be permanently disabled or terminate employment while employed by the City shall be entitled to the following benefits:

- (a) **Vacation and Holidays:** Earned or unused vacation and/or holidays shall be computed and paid in accordance with Article 5.3 and 5.5.
- (b) **City Property:** All station wear, protective clothing and equipment shall be returned to the City upon termination of employment.
- (c) **Unpaid Wages and Accumulated Overtime:** Earned unpaid wages and accumulated overtime and/or compensatory time shall be paid at the Officer's appropriate rate set forth in this Agreement.
- (d) **Other Payments:** Any other accrued moneys and/or benefits due that he is entitled to as expressly provided in this Agreement.
- (e) **Options:** Terminated Officers shall have the option of requesting:
 1. a single payment that shall be paid at the time of separation, or;

2. funds be paid out in succeeding normal pay periods, until such funds are exhausted.
- (f) Deceased: Upon the death of an Officer, any earned and unused vacation and/or holiday pay, accumulated overtime and/or compensatory time, and any other payments due in accordance to this Agreement shall be paid to the spouse or estate of the deceased Officer in a single payment.

ARTICLE 17 - EFFECT OF AGREEMENT

17.1 Entire Agreement; Terms and Conditions

This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to any subject or matter specifically referred to in this Agreement. The terms and conditions of this Agreement shall supersede and take precedence over any prior rules, regulations, orders and/or directives in conflict with or in contravention of any of the terms and conditions of this Agreement. Any modification to the terms of this agreement during its term can only be made by the written consent and mutual agreement of both parties.

17.2 No Other Agreement

Except as provided in Article 17.4, the City shall not enter into any other agreement, written or oral, with any of the members within the bargaining unit represented by the Officer, either individually or collectively, which in any way conflicts with the provisions of this Agreement.

17.3 Appendices and Amendments

All appendices and amendments of this Agreement shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

17.4 Amendment

This Agreement may not be modified or amended by any oral or verbal promise. Any proposed modification or amendment to this Agreement must be made in writing, refer to this Agreement and be executed by both parties.

17.5 Savings Clause

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted federal or state mandated legislation, the remaining parts or portions of this Agreement shall remain in full force and effect, and the subject matter of such invalid provision shall be open to immediate negotiations. Both parties agree to commence bargaining within thirty (30) days.

17.6 Bargaining Rights

Nothing in this Agreement shall diminish or waive mandatory, decisional or effects bargaining rights as allowed under the Illinois Public Labor Relations Act.

ARTICLE 18 - TERMINATION

18.1 Term of Agreement

This Agreement shall remain in effect until April 30, 2026, and shall continue thereafter from year to year unless written notice of a desire to terminate or modify this Agreement is given by either party to the other on or before December 1, 2025, or any succeeding December 1. Both parties agree that this contract shall remain in full force and effect until a successor agreement has been signed. The City shall serve such notice on any Officer of the Officers. The Officers shall serve such notice upon the City Clerk of the City.

18.2 Negotiations

In the event that notice is given as provided in Article 18.1, negotiations shall commence no later than March 1 and shall continue to April 15. The parties may extend the negotiations period by mutual written consent.

18.3 Impasse Resolution

In the event that disputed items cannot be resolved during the negotiations period, all disputed items shall be referred to a three-person arbitration board, as procedurally provided and/or permitted by the *Illinois Public Labor Relations Act*. Arbitration will only be sought after mediation has been attempted.

18.4 Ratification and Enactment

If the parties reach a complete agreement as to the items for negotiations at the end of the negotiating period (Article 18.2), the following shall apply:

- (a) In the event the Officer or City's Legislative Body should reject the recommended agreement, the parties shall meet again within five (5) days of the Officer or City's Legislative vote to discuss the reasons for the rejection and to determine whether any modifications can be made to deal with the reasons for the rejection; but either party may thereafter invoke arbitration in accordance with Article 18.3.
- (b) The City agrees to adopt this Agreement, negotiated or arbitrated, in resolution form, pursuant to its municipal legislative authority. Such action by the City shall commit the City to enact no subsequent legislation, executive order or rules or regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

To evidence their agreement, the duly-authorized agents of the parties have executed this Agreement below.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, the _____ day of _____, 2022.

For the Officers:

For the City of Belvidere:

Captain David Burdick

Mayor Clinton Morris

Lieutenant Daniel Drall

Appendix A - POLICY ON DRUG AND ALCOHOL SCREENING

A-1 GENERAL POLICY REGARDING DRUGS AND ALCOHOL

The use of illegal drugs and the abuse of alcohol and legal drugs by members of the Belvidere Fire Department present unacceptable risks to safety and well-being of other Officers and the public, invite accidents and injuries, and reduce productivity. In addition, such use and abuse violate the reasonable expectations of the public that the City Officers who serve and protect them obey the law and are fit and free from the adverse effects of drug and alcohol use.

In the interest of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of Officers and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by Officers and potential Officers of the Belvidere Fire Department. Contained herein is the policy and program of the City of Belvidere and the Belvidere Fire Department, as specifically applied to members of the Belvidere Fire Department.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its Officers are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of prescribed drugs, the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Fire Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

A-2 DEFINITIONS

- (a) **"DRUGS"** shall mean any controlled substance listed in the *Illinois Controlled Substances Act, 720 ILCS 570/100, et seq.*, for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs of abuse. In addition, it includes "designer drugs" which may not be listed in the *Controlled Substances Act*, but which have adverse effects on perception, judgment, memory or coordination.

A listing of drugs covered by this policy includes, but is not limited to:

Opium	Methaqualone	Psilocybin-Psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	Pep
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

- (b) **"IMPAIRMENT"** due to drugs or alcohol shall mean a condition in which the Officer is unable to properly perform his or her duties due to the effects of a drug in his or her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

"IMPAIRMENT" due to alcohol shall be presumed when a blood alcohol content of .04 or more is measured.

- (c) **"POSITIVE TEST RESULTS"** shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section A6(A)(7).
- (d) The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

A-3 PRE-EMPLOYMENT AND PROBATIONARY SCREENING

All new Officer applicants will be required to submit to blood, urine, hair and/or breath testing to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment. Probationary Officers will be required to submit to blood and urine specimens to be screened for the presence of drugs and/or alcohol during the final thirty (30) days of the probationary period.

A-4 PROHIBITIONS

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol or illegal drugs at any time during the workday on any of the Employer's premises or job sites, including all the Employer's buildings, properties, vehicles and the Officer's personal vehicle while engaged in the business of the Employer.
- (b) Using, possessing, selling, purchasing or delivering any illegal drug during the workday or when off duty.
- (c) Being impaired due to alcohol during the course of the workday.
- (d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

A-5 ADMINISTRATIONS OF TESTS

A. INFORMING OFFICERS REGARDING POLICY

All present Officers shall be supplied a copy of this Policy on Drug and Alcohol Screening, and the City will meet with Officers to explain this Policy. Local Officer representatives shall be afforded the opportunity to be present to explain the Officer's role in regard to the Policy. New Officers will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new Officer orientation.

B. REASONABLE SUSPICION

Where the City has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the Officer may be required to report for testing.

Reasonable suspicion exists if the facts and circumstances, and any rationally derived inferences from those facts and circumstances, would lead a reasonable person to suspect that an individual is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs.

Reasonable suspicion will be based upon the following:

- (1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances; or
- (2) Information provided by an identifiable third party which is independently investigated by the Fire Chief or his designee to determine the reliability or validity of the allegation.

C. ACCIDENTS/INJURIES

When an Officer is involved in an on-the-job accident involving personal injury or property damage, the supervisor may require drug and alcohol testing. Drug and alcohol testing also may be required where there is a reasonable suspicion that an error or mistake due to drug or alcohol use by the Officer caused other accident or injury or where there is reasonable suspicion that an Officer's alcohol or drug use may have contributed to the incident.

D. PERFORMANCE

When an Officer is observed to be behaving in a manner causing reasonable suspicion of drug and/or alcohol use, the supervisor may require a drug and alcohol test. Whenever feasible, the impaired behavior should be observed and corroborated by another supervisory Officer.

E. ANNUAL PHYSICALS

Drug and alcohol testing may be administered as a part of any annual physical examination required by the Department.

F. ARREST OR INDICTMENT

When an Officer has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Fire Chief may require drug and alcohol screening.

G. STATUS OF OFFICER FOLLOWING ORDER FOR TESTING

When testing is ordered, the Officer will be removed from duty and placed on leave with pay, pending the receipt of results.

H. RANDOM TESTING

There shall be no across-the-board or random testing of Officers except as specifically provided for by Section 9 of this Article, or as otherwise mutually agreed in writing by the parties.

A-6 TESTING PROCEDURES

The test procedures outlined in this Section shall conform with the NIDA Standards (National Institute on Drug Abuse) of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration as set forth in Title 48 of the CFR. Effective 12/1/89. In the event there is any conflict between the procedures set forth in this Section A6 and the NIDA Standards, the NIDA Standards shall control.

A. GENERAL PROCEDURES

1. Officers covered by a collective bargaining agreement are entitled to Officer representation; a Officer representative shall accompany the Officer to the collection site, provided such representative is available and that securing such representative does not impede the process.

2. **COLLECTION SITES.** Collection services will be provided at a designated clinic (the "Clinic"), from 9:00 a.m. to 5:00 p.m., Monday through Friday. For services needed other than those hours (evenings, weekends and holidays), collection services will be provided at an appropriate hospital emergency room.
3. **CHAIN-OF-CUSTODY.** In all cases, strict chain-of-custody procedures will be followed:
 - a. Immediately after the specimen is obtained, the Officer and the doctor or nurse will initial the confidence seal on the urine specimen.
 - b. Both parties will sign the laboratory chain-of-custody form, including date and time.
 - c. Labeled specimens will be placed in a locked refrigerator or laboratory container located at the Clinic. The Clinic staff member will sign and date the Clinic Log.
 - d. The lab courier will pick up specimens twice per weekday and once per weekend. The courier and Clinic staff will sign the chain-of-custody form.
 - e. Specimens will be transported directly to the designated NIDA-certified laboratory where they will be processed in a separate drug testing area accessible only to authorized personnel.
 - f. Once in the lab, all personnel who handle the specimen must sign and date the chain-of-custody form.
4. **SCHEDULING.**
 - a. "For cause/fitness for duty" and other non-routine collection of specimens for testing will not require an appointment, but the individual must be accompanied by a supervisor, who will present identification.
 - b. In most cases, the Clinic will be notified by phone of a collection request on the way.
 - c. Routine collection of specimens for testing will be done by appointment at least 24 hours in advance.

- d. When collection is done at the Emergency Room, the City will notify the Clinic on the next business day. At the hospital, the supervisor will present identification and notice that this is a Clinic client.

5. **RESULTS.**

Results will be forwarded by mail to the Fire Chief in a confidential envelope. Generally, this means within 24 to 72 hours of specimen pickup by the lab.

Results will not be released by phone when the call is initiated by someone outside Clinic or the testing lab.

The Fire Chief may request that the Clinic release the results by phone or in person only to him/her.

Written results are the history/drug disclosure form will be completed by the client and revised by doctor or nurse.

A property of the City of Belvidere and will not be released by the Clinic or the laboratory to an Officer/applicant without proper authorization from the City.

6. **COLLECTION PROCEDURE.**

- a. The Officer's identity will be verified by driver's license or by the supervisor in the absence of a picture I.D. Verification will be done by doctor or nurse.
- b. A drug consent form will be signed by the client and witnessed.
- c. The specimen will be obtained as follows:
 - (i) At the Clinic site, the collection will be unwitnessed: the Officer will be fully unclothed, dressed in a hospital gown, wash his or her hands thoroughly, including under and around fingernails; and accompanied to the bathroom door. The Officer will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.

- (ii) At the Emergency Room site, if the specially-equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse will accompany the Officer to the bathroom and will be physically present when the specimen is produced.

Blood alcohol specimens will be obtained by nurse.

- d. Blood alcohol specimens will be labeled with name, test date, time and will be initialed by the nurse or doctor and the Officer.
- e. Urine specimens will be sealed in full view of the Officer and the confidence seal placed over the top of the bottle.
- f. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
- g. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
- h. “Reasonable Suspicion” testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown, of an Officer, as well as to provide a third party observation and assessment of the individual.
- i. Where the Officer appears unable to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test form. The Officer shall be permitted no more than 8 hours to give a sample, during which time he or she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the Officer to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
- j. Where the Officer is unable to consent to drug and alcohol testing due to physical or mental Incapacity, the supervisor may request that a blood sample be taken and secured to allow for later testing once consent can be given or refused.

7. **LABORATORY PROCESS.** The designated laboratory will utilize a NIDA-certified laboratory for all drug/alcohol screening processing.

The laboratory will:

- a. Use 7 drug panel of: amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids (THC), opiates and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol (ethyl).
- b. Use the EMT procedure as the initial screen, utilizing cutoff levels as follows:

Marijuana metabolites	100 mg/ml
Cocaine metabolite benzoylecgonine	300 mg/ml
Opiate metabolite	300 mg/ml
Amphetamines	1000 mg/ml
Phencyclidine	25 mg/ml
Barbiturates	300 mg/ml
Benzodiazepines	300 mg/ml

- c. Use Gas Chromatography/Mass Spectroscopy (GS/MS) as the confirmatory method, utilizing cutoff levels as follows:

Marijuana metabolites (Delta-9-TCH Carboxylic)	15 mg/ml
Cocaine metabolite	150 mg/ml
Opiate metabolites:	
Morphine	300 mg/ml
Codeine	300 mg/ml
Amphetamines Amphetamine or Methamphetamine	500 mg/ml
Phencyclidine	25 mg/ml
Barbiturates	200 mg/ml
Benzodiazepines	50 mg/ml

- d. Freeze and retain all positive specimens for a least 12 months after testing.

- e. Use for alcohol (ethyl) a blood alcohol content level of .04 grams per 100 cubic centimeters.

B. INDEPENDENT TESTING/DISPUTED RESULTS. When an Officer has been tested pursuant to the rules established herein and there are confirmed positive results, the Officer may request that a portion of the original specimen be submitted for an independent test. A request for an independent test must be made within ten (10) days of the date on which the Officer was notified of the confirmed positive results. The independent test shall be at the Officer's expense, shall use equivalent testing and chain-of-custody process used by the City. If such independent test yields a negative result, the City will consider those results in its determination of further action.

C. CONFIDENTIALITY OF TEST RESULTS. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Chair of the Finance and Personnel Committee, and such other officials as may be designated by the Mayor on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Officer Assistance Program and investigation of disciplinary action. Test results will be disclosed to the designated representative of the Officer upon request. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. A breach of confidentiality shall be considered a serious act of misconduct and the Officer may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Officer's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

A-7 VOLUNTARY REQUEST FOR ASSISTANCE

Officers are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the Officer before the Officer commits rule violations connected with drug/alcohol abuse, and/or before the Officer is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an Officer who voluntarily seeks assistance. When voluntary assistance is requested under this policy, the Officer may use the City's Officer Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the City's normal procedures in the operation of its Officer Assistance Program.

A-8 SPECIFIC RESPONSIBILITIES

- A. The Fire Chief or his or her designee will:
1. Identify those Officers where a drug/alcohol screen is required and inform the Chair of Finance and Personnel Committee of said status.
 2. When necessary, initiate a preliminary investigation to determine the validity of an Officer's admission that he or she is presently taking prescribed drugs.
 - a. If the preliminary investigations reveals that the drugs have been legally prescribed and are being consumed according to prescription directions, no further investigation will ensue.
 - b. In all other instances, a formal investigation will ensue when the test results disclose positive indicators and/or evidence of drug/alcohol usage by the Officer.
- B. Command level personnel or the Fire Chief shall ensure that Officers have been properly notified of the date and time of a drug/alcohol screen and that the notification has been properly documented.
- C. The Officer subject to a drug/alcohol screen will:
1. Report on a date and time determined by the Department.
 2. Furnish documentation relating to the use of any prescribed drugs, *i.e.*, prescription bottle with prescription number, prescribing physician's statement, *etc.*
 3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the names(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
 4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his or her designee.
- D. Any Officer who is taking prescription medication(s) that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall report such fact and the nature of the illness or condition requiring the medication to his or her supervisor. Such information will be treated on a confidential basis.

A-9 DISCIPLINARY ACTION FOR CONFIRMED POSITIVE TEST RESULTS

- A. **FIRST POSITIVE.** The first confirmed positive test result will be cause for disciplinary action up to and including five (5) duty day disciplinary suspension. The Officer must agree to the following conditions: (1) the Officer will be mandatory referred to the City's Officer Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the Officer will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to twelve (12) months, successfully complete the prescribed treatment, remain free of drugs and alcohol use and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.
- B. **SECOND POSITIVE - DRUG TREATMENT.** If an Officer has a first confirmed positive test under the previous paragraph A and enters a treatment program, and thereafter that Officer has a subsequent confirmed positive result while the Officer is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the Officer shall receive a thirty (30) shift day suspension and shall be required to continue treatment set forth in the preceding paragraph, which thirty (30) shift day suspension shall be final and binding on the Officer and the Officer and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the Officer's discharge, which shall be final and binding on the Officer and the Officer and the penalty shall not be subject to the grievance procedure of the parties' collective bargaining agreement.
- C. **SECOND POSITIVE - REASONABLE SUSPICION.** An Officer who has a first confirmed positive test under paragraph A of this Section 9 and who subsequently has a confirmed positive test under the "reasonable suspicion" standard shall be discharged, which discharge shall be final and binding on the Officer and the Officer and the penalty shall not be subject to the grievance procedure in the parties' collective bargaining agreement.
- D. **EMPLOYMENT STATUS.** There is no requirement on the part of the City to keep an Officer on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e., determination by an independent physician or an appropriately certified medical or psychological professional) that the Officer's current use of alcohol or drugs prevents such individual from performing his or her duties to whose continuance on active status would constitute a direct threat to the property and safety of others. Such Officer shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

Appendix B - WAGES

B-1 Base Wages

OFFICERS' SALARY SCHEDULE

<u>Rank</u>	<u>5/1/2022</u>	<u>5/1/2023</u>	<u>5/1/2024</u>	<u>5/1/2025</u>
<u>Captain</u>	<u>\$92,946</u>	<u>\$96,199</u>	<u>\$99,085</u>	<u>\$102,058</u>
<u>Lieutenants</u>	<u>\$89,073</u>	<u>\$92,191</u>	<u>\$94,957</u>	<u>\$97,805</u>

CAPTAINS **20% over the current Firefighter maximum base rate (without longevity)**

LIEUTENANTS **15% the current Firefighter maximum base rate (without longevity).**

Officers who hold valid EMT-P certification, and who provide paramedic services, shall receive the same Paramedic stipend applicable to the City's Firefighters.

Appendix C - INFORMATION SHEET

INFORMATION SHEET

This sheet is intended to provide a source of references for the City and the Officer that lists various sections of the State of Illinois statutes that pertain to employer/Officer relations. The City and the Officer agree to comply with all State statutes.

The Illinois Public Labor Relations Act, 5 ILCS 314/1 et. seq.

Call backs for emergency situations -- *Illinois Compiled Statutes, 65 ILCS 5/10-3-1 et. seq., DIVISION 3. HOURS, WAGES, AND WORKING CONDITIONS OF POLICEMEN AND FIREMEN.*

Firemen's Pension Fund -- *Illinois Compiled Statutes, 40 ILCS 5/4-101 et. seq.*

Illinois Workers' Compensation Act -- Illinois Compiled Statutes, 820 ILCS 305/1 et. seq.

Illinois Workers Occupational Diseases Act -- Illinois Compiled Statutes, 820 ILCS 310/1 et. seq.

Personnel files - *Illinois Personnel Records Review Act, 820 ILCS 40/1 et. seq.*

Right to Privacy in the Work-place Act -- 820 ILCS 55/1 et. seq.

Foreign Fire Insurance Fund Act -- 65 ILCS 5/11-10-1 et. seq.

Board of Fire and Police Commissioners -- *Illinois Compiled Statutes, Fire and Police Commission Act, 65 ILCS 5/10-2.1-1 et. seq.*

Layoffs and recalls -- Board of Fire and Police Commissioners, *65 ILCS 5/10 - 2.1-1 et. seq.*,
Fire or Police Departments - Reduction of Force - Reinstatements.

Fire and Police Commission Act -- Illinois Compiled Statutes, 65 ILCS 5/10-2. 1-1 et. seq.

Discipline -- *Firemen's Disciplinary Act, 50 ILCS 745/1 et. seq.*

Release of Disciplinary Reports -- *State of Illinois Personnel Records Review Act, 820 ILCS 40/1 et. seq.*

The Americans With Disabilities Act, 42 U.S.C.A. §12/01 et. seq.