



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

| | |
|--------------------------|--------------------------------------|
| Alderman Sheryl Prather | Chairman Building |
| Alderman Natalie Mulhall | Vice-Chairman Building |
| Alderman Ric Brereton | Chairman Finance and Personnel |
| Alderman Wendy Frank | Vice -Chairman Finance and Personnel |
| Alderman Tom Porter | Chairman Planning & Zoning |
| Alderman Mike McGee | Vice-Chairman Planning & Zoning |
| Alderman Clayton Stevens | Chairman Public Safety |
| Alderman Matthew Fleury | Vice-Chairman Public Safety |
| Alderman Marsha Freeman | Chairman Public Works |
| Alderman Daniel Snow | Vice-Chairman Public Works |

AGENDA

March 13, 2023
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:
 - A. Building Department - Update.

- B. Planning & Zoning Department - Update.
 - C. Resolution Directing the Planning Department to Publish the Zoning Map of the City of Belvidere.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
- A. Public Works – Update.
5. Other:
- A. Sidewalk Café Ordinance.
 - B. Mobile Food Vehicles.
 - C. Section 125 FSA Plan.
 - D. Belvidere Fire Dept. – Acquired Structure Training.
 - E. Ambulance Service Rates, Billing and Collections.
 - F. Rockford Valley College – Request to Waive Permit Fees for the Advanced Technology Center (ATC) Phase II Project.
 - G. FY 2024 Budget Discussion.
6. Adjournment:

FOR INFORMATION ONLY

WATER / SEWER RATE SURVEY FEBRUARY 2023

| WATER CHARGES (Monthly) | | | | | | | | | | SEWER CHARGES (Monthly) | | | | | | | | | |
|-------------------------|---------------------|-----------------|-----------------------|---------------------|-----------------|-----------------------|--------------------|--------------|-------------------|-------------------------|--------------------|--------------------|--|--|--|--|--|--|--|
| MUNICIPALITY | RATE per 1,000 GALS | CUSTOMER CHARGE | CHARGE per 6,000 GALS | RATE per 1,000 GALS | CUSTOMER CHARGE | CHARGE per 6,000 GALS | CAPITAL / DEBT FEE | MONTHLY BILL | MINIMUM WATER CHG | MINIMUM SWR CHG | CAPITAL / DEBT FEE | MINIMUM MTHLY BILL | | | | | | | |
| 1 | Marengo | \$ 3.38 | \$ 9.75 | \$ 30.03 | \$ 9.69 | \$ 6.57 | \$ 64.71 | \$ 25.68 | \$ 9.75 | \$ 6.57 | \$ 25.68 | \$ 42.00 | | | | | | | |
| 2 | Richmond | \$ 0.75 | \$ 4.83 | \$ 9.33 | \$ 10.00 | \$ 13.70 | \$ 73.70 | \$ 13.00 | \$ 5.82 | \$ 27.04 | \$ 13.00 | \$ 45.86 | | | | | | | |
| 3 | Maple Park | \$ 6.45 | \$ - | \$ 38.70 | \$ 7.99 | \$ - | \$ 47.94 | \$ 5.65 | \$ 12.87 | \$ 15.99 | \$ 5.65 | \$ 34.51 | | | | | | | |
| 4 | Crystal Lake | \$ 5.47 | \$ 8.03 | \$ 40.85 | \$ 5.48 | \$ 9.58 | \$ 42.46 | \$ - | \$ 8.03 | \$ 9.58 | \$ - | \$ 17.61 | | | | | | | |
| 5 | Kingsston | \$ 5.72 | \$ 10.08 | \$ 44.40 | \$ 2.66 | \$ 22.60 | \$ 38.56 | \$ - | \$ 15.80 | \$ 33.25 | \$ - | \$ 49.05 | | | | | | | |
| 6 | Somonauk | \$ 6.32 | \$ 2.36 | \$ 40.28 | \$ 5.38 | \$ 4.61 | \$ 36.89 | \$ 3.33 | \$ 12.01 | \$ 9.99 | \$ - | \$ 22.00 | | | | | | | |
| 7 | Dekalb | \$ 4.08 | \$ 15.12 | \$ 39.60 | \$ 3.22 | \$ 15.04 | \$ 34.36 | \$ - | \$ 6.97 | \$ 8.60 | \$ - | \$ 15.57 | | | | | | | |
| 8 | Sandwich | \$ 3.66 | \$ 1.67 | \$ 23.63 | \$ 7.58 | \$ 3.33 | \$ 48.81 | \$ - | \$ 1.67 | \$ 3.33 | \$ - | \$ 5.00 | | | | | | | |
| 9 | Genoa | \$ 3.45 | \$ 9.00 | \$ 29.70 | \$ 4.22 | \$ 10.00 | \$ 35.32 | \$ 5.00 | \$ 9.00 | \$ 10.00 | \$ 5.00 | \$ 24.00 | | | | | | | |
| 10 | Kirkland | \$ 5.30 | \$ - | \$ 31.80 | \$ 5.79 | \$ - | \$ 34.74 | \$ 3.00 | \$ - | \$ - | \$ 3.00 | \$ 3.00 | | | | | | | |
| 11 | Lake in the Hills | \$ 7.52 | \$ - | \$ 45.12 | \$ 4.00 | \$ - | \$ 24.00 | \$ - | \$ 15.67 | \$ - | \$ - | \$ 15.67 | | | | | | | |
| 12 | Sycamore | \$ 3.20 | \$ 4.73 | \$ 23.93 | \$ 4.54 | \$ 9.04 | \$ 36.28 | \$ 6.90 | \$ 16.90 | \$ 2.27 | \$ 6.90 | \$ 26.07 | | | | | | | |
| 13 | Piano | \$ 4.05 | \$ 3.60 | \$ 27.90 | \$ 5.26 | \$ 7.31 | \$ 38.87 | \$ - | \$ 7.65 | \$ 12.57 | \$ - | \$ 20.22 | | | | | | | |
| 14 | Woodstock | \$ 3.44 | \$ 6.88 | \$ 27.52 | \$ 3.98 | \$ 7.96 | \$ 31.84 | \$ - | \$ 4.96 | \$ 5.96 | \$ - | \$ 10.92 | | | | | | | |
| 15 | Cedarville | \$ 3.89 | \$ - | \$ 23.34 | \$ 2.92 | \$ 3.10 | \$ 20.62 | \$ 10.00 | \$ - | \$ 3.10 | \$ 10.00 | \$ 13.10 | | | | | | | |
| 16 | Belvidere | \$ 2.09 | \$ 3.25 | \$ 15.79 | \$ 3.28 | \$ 3.25 | \$ 22.93 | \$ - | \$ 3.25 | \$ 3.25 | \$ - | \$ 6.50 | | | | | | | |
| WATER ONLY | | | | | | | | | | | | | | | | | | | |
| 1 | Burlington | \$ 4.00 | \$ 1.50 | \$ 25.50 | \$ - | \$ - | \$ - | \$ 11.00 | \$ 12.50 | \$ - | \$ - | \$ 12.50 | | | | | | | |
| OVERALL AVG | | | | | | | | | | | | | | | | | | | |
| | | \$ 4.28 | \$ 4.75 | \$ 30.44 | \$ 5.06 | \$ 6.83 | \$ 37.18 | \$ 4.92 | \$ 8.93 | \$ 8.91 | \$ 4.07 | \$ 21.39 | | | | | | | |

Water & Sewer rates compiled by City of Genoa - February 2023

RESOLUTION #2023-5

**A RESOLUTION DIRECTING THE PLANNING DEPARTMENT
TO PUBLISH THE ZONING MAP OF THE CITY OF BELVIDERE**

WHEREAS, Illinois statute requires municipalities to publish a zoning map annually; and

WHEREAS, the City of Belvidere has compiled and attached hereto as Exhibit A, a zoning map (dated February 2023 and current with all approved map amendments and annexation) depicting zoning districts as required by state statute, and

WHEREAS, the Official Zoning Map is on file and available for public inspection and purchase at the Belvidere Community Development Department at 401 Whitney Boulevard, Belvidere.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Belvidere that the Planning Department is directed to publish the Official Zoning Map by posting a copy of the map on the office of the Planning Department's web site. The Planning Department is further authorized to make the Official Zoning Map available for purchase.

Approved:

_____ Mayor

Attest:

_____ City Clerk

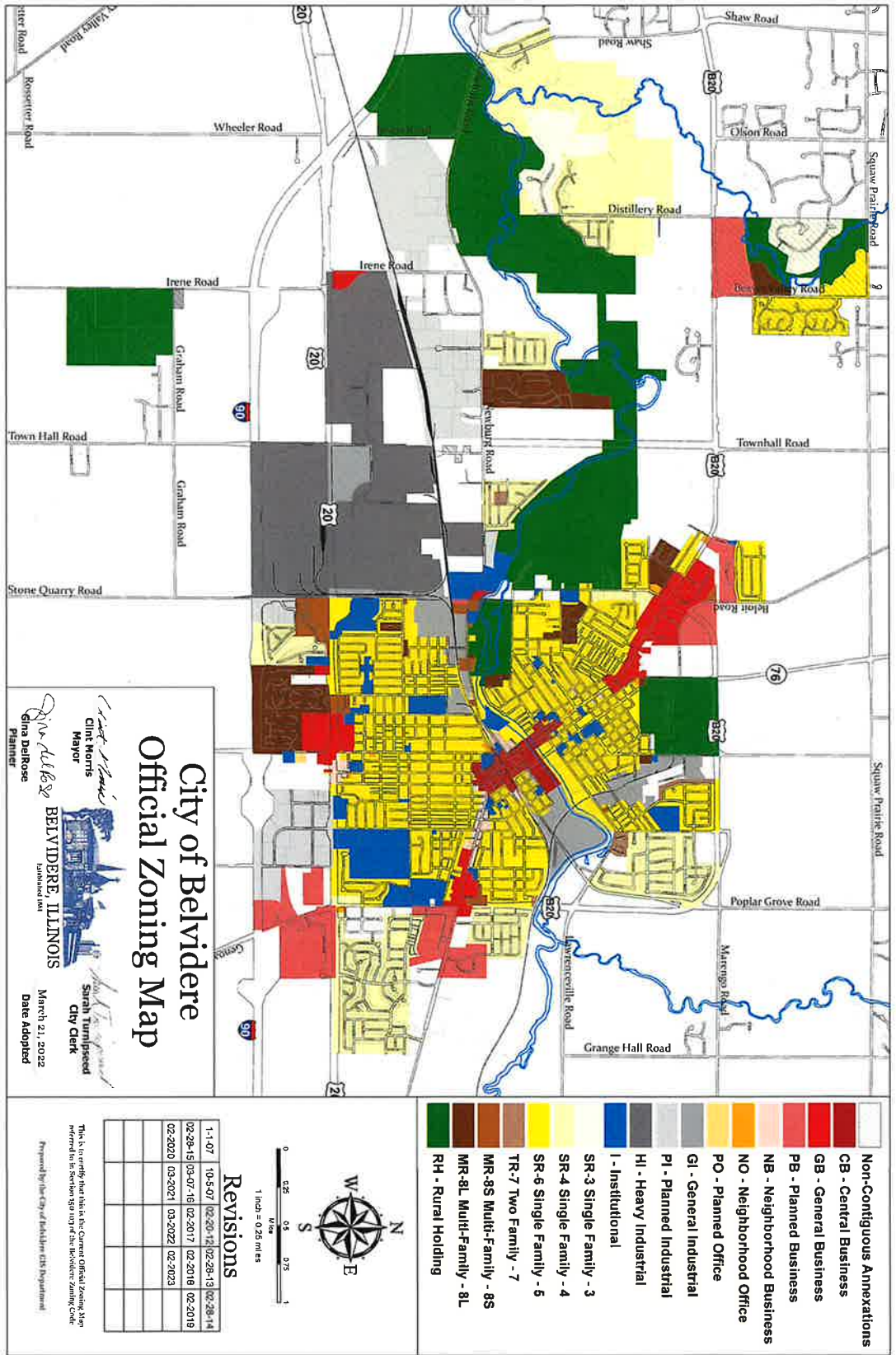
Ayes:

Nays:

Absent:

Approved:

EXHIBIT A



City of Belvidere
Official Zoning Map

Clint Morris
Clint Morris
Mayor

Gina Dalrose
Gina Dalrose
Planner

Sarah Turnipseed
Sarah Turnipseed
City Clerk

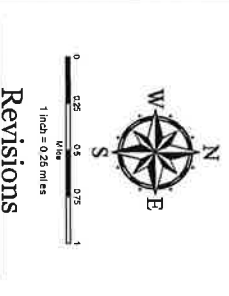
BEYLDERE, ILLINOIS
Incorporated 1851

March 21, 2022
Date Adopted

Revisions

| | | | | |
|----------|----------|----------|----------|----------|
| 1-1-07 | 10-5-07 | 02-20-12 | 02-28-13 | 02-28-14 |
| 02-28-15 | 03-07-16 | 02-20-17 | 02-20-18 | 02-20-19 |
| 02-20-20 | 03-20-21 | 03-30-22 | 02-20-23 | |
| | | | | |
| | | | | |

This is to certify that this is the Current Official Zoning Map referred to in Section 99-03 of the Belvidere Zoning Code.
Prepared by the City of Belvidere City Department



- Non-Contiguous Annexations
- CB - Central Business
- GB - General Business
- PB - Planned Business
- NB - Neighborhood Business
- NO - Neighborhood Office
- PO - Planned Office
- GI - General Industrial
- P1 - Planned Industrial
- HI - Heavy Industrial
- I - Institutional
- SR-3 Single Family - 3
- SR-4 Single Family - 4
- SR-6 Single Family - 5
- TR-7 Two Family - 7
- MR-8S Multi-Family - 8S
- MR-8L Multi-Family - 8L
- RH - Rural Holding

Memo

To: Mayor and City Council
From: Mike Drella
cc:
Date: March 9, 2023
Re: Sidewalk Cafés

On June 2, 2020, the Council adopted Ordinance #496H temporarily modifying the City's Sidewalk Café Ordinance to facilitate hospitality operations during the COVID-19 pandemic and allow the service of alcohol as an independent item at the Sidewalk Cafés. Please note the existing base code (regardless of the temporary modifications) allows for the sale of alcohol at a Sidewalk Café but only as a companion purchase to food for consumption at the establishment and only at establishments that derive more than 50% of their revenue from the sale of food for consumption on premises.

Most of the modifications allowing service of alcohol at Sidewalk Cafés as an independent item have been extended each year since. If the Council wishes to re-authorize service of alcohol as an independent item at Sidewalk Cafés on a temporary basis or wishes to permanently modify the City Code to allow for greater use of Sidewalk Café permits and the sale of alcohol as an independent item at Sidewalk Cafés it should adopt a new ordinance. A draft temporary extension ordinance the same as adopted in the past is attached for your reference.

J:\Legal\MISC\Misc. Memos\sidewalk cafes 2023.docx

ORDINANCE #
AN ORDINANCE PROVIDING FOR TEMPORARY RELIEF
FROM THE FULL REQUIREMENTS OF SECTION 98-12(a)(3)
OF THE CITY OF BELVIDERE MUNICIPAL CODE
FOR FISCAL YEAR 2024 (5/1/2023 – 4/30/2024)

WHEREAS, The Corporate Authorities of the City of Belvidere previously enacted Section 98-12(a)(3) of the City of Belvidere Municipal Code to allow Sidewalk Café allowing for Sidewalk Café's within the City of Belvidere and placing certain restrictions upon their operations; and

WHEREAS, on June 2, 2020 the Corporate Authorities of the City of Belvidere enacted Ordinance #496H which provided temporary relief from the full requirements of Section 98-12(a)(3) of the City of Belvidere Municipal Code in reaction to the COVID-19 pandemic and the Governor's Executive Orders in response to the pandemic; and

WHEREAS, the Corporate Authorities of the City of Belvidere desire to assist restaurants and bars in operating within the COVID-19 pandemic and in compliance with the Governor's periodic Executive Orders and the Guidelines and rules previously promulgated by DECO and which could be reinstated; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvidere as follows:

SECTION 1: The foregoing recitals are incorporated herein by this reference.

SECTION 2: The size requirements of Section 98-12(a)(3)(b)(4) as follows: Activities shall provide for a minimum pedestrian width of four (4) feet at all times. No part of the Sidewalk Café shall be closer than three (3) feet of the vehicle right of way (curb). No activities of the Sidewalk Café my block or impede pedestrian traffic along the sidewalk, or ingress and egress to the business it fronts or neighboring businesses.

SECTION 3: Section 98-12(a)(3)(h) is modified to provide that the permitted sidewalk café must comply with all restrictions, regulations and laws of the Boone County Health Department, DCEO, Executive Orders of the Governor of the State of Illinois, orders and regulations of either the Belvidere Local Liquor Commissioner or the State of Illinois Liquor Commission and any other lawful law or regulation. The Guidelines and Toolkit published by DCEO, and as they may be amended in the future, are hereby adopted and incorporated in this ordinance as if fully set forth.

SECTION 4: Section 98-12(a)(3)(I) is modified to provide that Sidewalk Cafés must cooperate and allow inspection at any reasonable hour by any employee or agent of the City or by any State of Illinois or Boone County agency with regulatory authority.

SECTION 5: Section 98-12(a)(3)(n)(1) is modified to provide that the supplied dram shop insurance shall name the City of Belvidere as an additional insured and shall specifically note coverage for the area of the Sidewalk Café.

SECTION 6: Section 98-12(a)(3)(n)(4), prohibiting a Sidewalk Café to allow consumption of alcohol where at least 50% of revenue is derived from the sale of food for consumption on premises and requiring alcohol service incidental to the provision of food only, shall not be applicable nor enforced during fiscal year 2024.

SECTION 7: Section 98-12(a)(3)(n)(5), allowing the requirement of a beautification project as a condition of receiving permission for sale and consumption of alcohol in a sidewalk café is not applicable or enforceable during fiscal year 2024.

SECTION 8: Section 98-12(a)(3)(n)(6) is amended to read as follows: *Any Sidewalk Café with specific permission to serve alcoholic beverages shall enclose the permitted area from the remainder of the public way, and be maintained in accordance with a plan reasonably approved by the City. The boundary shall be no less than 24 inches or more than 36 inches in height. The boundary shall be durable so that it shall not collapse or fall over due to wind or incidental contact with patrons or pedestrians. The boundary may have movable sections to aid in public access to seating as long as the boundary complies with the submitted plan. The boundary shall be maintained in place during operating hours. No boundary may be stabilized by bolting to the sidewalk. Non-permissible enclosure of City property, within the boundaries of the Sidewalk Café, shall include, but is not limited to, parking meters, fire hydrants, and utility or signal control boxes. These types of items can be identified as items which must be accessible to the public or to the City for emergency services. The sidewalk Café serving alcohol shall be located in accordance with Section 98-12(a)(3)(b)(4).*

SECTION 9: The remainder of Section 98-12, as well as all other codes and regulations of the City of Belvidere, shall remain in full force and effect.

SECTION 10: The modifications to Section 98-12 of the Belvidere Municipal Code set forth in this Ordinance are specifically allowed in response to the COVID-19 Pandemic and are solely intended for a limited duration. The modifications provided herein shall cease upon the expiration of the Sidewalk Café permits issued for Fiscal Year 2024. Thereafter, all permitted Sidewalk Café's shall comply with Section 98-12 in its entirety without regard to this Ordinance.

SECTION 11: Violation of any of the laws, regulations rules or orders shall constitute a nuisance and may be enforced as a violation of this Ordinance in accordance with section 98-12(b). Suspension or revocation of sidewalk café permits for a violation of this Ordinance or any other City Code or Ordinance shall be in accordance with Section 98-12(b) and Section 26-43 of the City of Belvidere Municipal Code.

SECTION 12: 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 13: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Voting Aye:
Voting Nay:
Absent:

APPROVED:

Mayor

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:
Approved:
Published:

J:\Draft Ordinances\COVID19 Sidewalk Cafe Special Rules 2022.doc

Memo

To: Mayor and City Council
From: Mike Drella
cc:
Date: March 8, 2023
Re: Food Trucks

Article VIII of Chapter 26 of the City of Belvidere Municipal Code currently regulates the sale of food and beverages from mobile food trucks operating on City streets. Regulations include obtaining a \$100 annual license, restricting the locations where sales may be made so as to avoid arterial roads and some basic safety precautions.

With the increasing number of mobile food trucks operating on private property within the City, some of which are even homemade, staff felt it wise to offer recommendations in the event the City Council wishes to regulate some of the side-effects of their operation. Please note, recent case law involving larger municipalities makes it clear that the City cannot regulate to ensure competitive advantages for permanent restaurants. However, we can regulate for aesthetic and safety concerns.

Reasons to regulate and license food trucks, including those on private property include: ensuring they have had all safety inspections, ensuring that they only operate in appropriate areas, helping verify that they are paying required taxes, and preventing a property owner from unlawfully increasing their commercial building footprint by claiming a structure is actually a food truck.

The attached draft code amendment regulates both on street sales as well as sales upon private property. In part it:

- 1) Increases the fee for all Mobile Food Trucks to \$500.00 per year.
- 2) Limits private property operation of Mobile Food Trucks to the Commercial and industrial zoning districts. It does allow some use in a residential district for a private party only.
- 3) Requires evidence that state and local sales taxes are paid.
- 4) Prevents the outdoor storage of Mobile Food Trucks in all but the industrial zoning districts.
- 5) Helps minimize negative secondary effects such as noise and light issues.

- 6) Requires each place of private property that wishes to operate a Mobile Food Truck to obtain a location permit. This allows the City to: (a) verify that the property owner actually consents to the operation; (b) review the location and the layout to address any negative effects on neighboring property and to ensure safe operation and traffic flow; and (c) verify that appropriate trash receptacles are available.

Nothing requires the City to regulate Mobile Food Trucks in this fashion and as of yet we have not received significant complaints. However, many home rule units regulate operations in a manner similar to the attached draft regulations. Further, Mobile Food Trucks have begun to proliferate in the City of Belvidere. It may be wise to proactively prevent any future problems.

If the Council wishes to proceed with regulating Mobile Food Trucks consistent with the attached draft, the suggested motion would be: A motion to forward to City Council an ordinance amending Article VIII of Chapter 26 of the City of Belvidere Municipal Code as set forth in the attachment to the City Attorney's March 8, 2023 memo.

ARTICLE VIII. MOBILE FOOD VEHICLES

26-300. Definitions.

Merchant means the owner of a sales vehicle, operator and/or person physically making sales from a sales vehicle.

Retail street sales or *street sales* means the sale of food products and non-alcoholic beverages intended for immediate consumption, from a Mobile food vehicle that is on a public highway. Sales of other goods or merchandize are prohibited under this Article.

Mobile food vehicle means a motorized vehicle or towed vehicle used to prepare or directly serve food. Vehicles utilized by caterers who simply transport food prepared at a certified kitchen for service at an event where sales are not made to individuals shall not be deemed a mobile food vehicle.

Mobile food preparer means any person who prepares or serves food or beverages from a mobile food vehicle.

26-301. License Required.

(a) It shall be unlawful to operate a Mobile Food Vehicle in the City without having first obtained a license from the city for each Mobile Food Vehicle. The annual fee for the license shall be ~~\$100.00~~ \$500.00 for each sales vehicle and shall be valid from May 1 through the immediately following April 30. The license fee shall not be prorated in the event a license is awarded after May 1 or in the event a license is surrendered or revoked prior to April 30. Application for the license shall be made on forms provided by the City Clerk.

(b) The issuance of Mobile Food Vehicle license to be held by the owner of each Mobile Food Vehicle is a personal privilege and is not transferable in any manner.

(c) Prior to, and as a condition of, issuance of a Mobile Food Vehicle License each applicant shall provide:

- (1) Proof of vehicle insurance as required by the Illinois Vehicle Code;
- (2) Proof of commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence naming the City of Belvidere as an additional insured;
- (3) proof of registration for each Mobile Food Vehicle issued by the State of Illinois or another state of the United states as well as the year make and model of each Mobile Food Vehicle and vehicle identification number (if available);
- (4) evidence that a Mobile Food Vehicle has been properly inspected and approved by the Belvidere Fire Department; and
- (5) evidence of all other required permits and inspections of any other regulatory body, including but not limited to, the Boone County Health Department.

26-302. Retail Street Sales

(a) All Mobile Food Vehicles shall be operated on a public or private highway or street in such a manner so as not to interfere with the flow of traffic. Prior to engaging in sales, the sales vehicle shall be pulled as far to the right as possible, and all sales shall only be made from the right side of such vehicle.

(b) No sales from a Mobile Food Vehicle shall occur on U.S. Route 20 (Grant Highway), U.S. Bus. Route 20, Belvidere Road, Appleton Road, Logan Avenue, or Beloit Road.

(c) The retail street sales license does not authorize the sale of goods from any private or other public property.

(d) No Mobile Food Vehicle shall park stand or operate sales:

- (1) within 20 feet of a crosswalk;
- (2) within 30 feet of a stop light, stop sign, or yield sign; or
- (3) adjacent to a protected bike lane.

(4) Mobile Food Vehicles operating upon a public highway or street shall not be operated at a fixed location and shall move from place to place. They shall only remain stopped upon a public highway or street at one location for a sufficient duration to service customers currently purchasing food or beverages or physically in line to purchase food or beverages, but in no event longer than ten (10) minutes.

26-303. Mobile Food Vehicles Generally.

- (a) All Mobile Food Vehicles shall be road worthy vehicles properly titled and registered under the laws of the State of Illinois or those of another state of the United States.
- (b) Mobile Food Vehicles shall only operate between the lessor of the hours of 9:00 a.m. and 12:00 a.m. or as further limited by the underlying zoning district or special use ordinance when operated on private property. In a residential district, or on highways adjacent to a residential district, Mobile Food Vehicles shall only operate between the hours of 9:00 a.m. and 10:00 p.m.
- (c) No Mobile Food Vehicle shall be equipped with any electronic sound-amplifying device. Permitted advertising devices shall be limited to bells, whistles, horns or other musical or noise-making devices which do not employ any electronic sound-amplifying device. Mobile food vehicles employing musical or noise-making devices shall only sound said devices when traversing the public way and shall be prohibited from sounding said devices while standing or parked.
- (d) Except as otherwise provided in this Article, it shall be unlawful for any person to utilize any sound amplification equipment, external sign (not mounted upon a Mobile Food Vehicle), or external lights (not mounted upon a Mobile Food Vehicle) as a part of its operations or advertisement. Lights permanently attached to a Mobile Food Vehicle necessary for the preparation and serving of food or beverages are permitted but in no case shall such lights illuminate any area more than ten (10) feet from the Mobile Food Vehicle.
- (e) Mobile Food Vehicles shall provide their own source of power and/or fuel. All such power sources shall comply with the noise and sound restrictions for the zoning district they are operating in. The use of an internal combustion generator is prohibited in the residential and commercial zoning districts. If a private property owner consents to utilization of power from private property, all connections shall be established in a safe manner, in compliance with all applicable codes and laws, so as not to create any shock, fire or tripping hazard.
- (f) No food or beverages shall be passed directly from any Mobile Food Truck to another vehicle nor shall any sales occur between a Mobile Food Truck and another vehicle.
- (g) All Mobile Food Vehicles shall comply with the current standards of the International Fire Code (IFC) adopted by the City of Belvidere and the version of the NFPA adopted by that IFC. No Mobile Food Vehicle shall be operated within the City that does not comply with the IFC and NFPA. Prior to issuance of a Mobile Food Vehicle License, or any renewal thereof, each Mobile Food Vehicle shall be inspected by the Belvidere Fire Department for compliance with this section. The City Clerk shall not issue a Mobile Food Vehicle License without evidence that a Mobile Food Vehicle has been properly inspected and approved by the Belvidere Fire Department. Further, upon demand of any member of the Belvidere Fire Department, any Mobile Food Vehicle may be inspected to ensure compliance with the IFC and NFPA.
- (h) No Mobile Food Vehicle shall be operated, nor receive a Mobile Food Vehicle License, without first obtaining and maintaining all required permits and inspections of any other regulatory body, including but not limited to, the Boone County Health Department.
- (i) No Mobile Food Vehicle shall be operated within 1,000 feet of any fair, carnival, circus, or other special event sponsored by, licensed by or permitted by the City except with written permission from the special event operator or sponsor.

- (j) Each owner or operator of a Mobile Food Vehicle shall maintain an accurate list of each person working or operating each Mobile Food Vehicle, as well as their current home address, for each day it operates within the City. The owner or operator shall provide that list to any law enforcement officer upon demand.
- (k) A Mobile Food Vehicle shall not block pedestrian or vehicular travel (including bicycles) on any highway, street, sidewalk or private property and shall not block site lines for any turning movements of other vehicles or pedestrians.
- (l) Mobile Food Vehicles are prohibited from selling or dispensing alcohol of any kind, tobacco or alternative nicotine products or any controlled substance under the Controlled Substances Act.
- (m) A Mobile Food Vehicle licensee shall quarterly file with the City Clerk a copy of their St-1 sales tax return and proof of payment of all required sales taxes.

26-304. Mobile Food Vehicle: Off-Street Operations / Storage.

- (a) Mobile Food Vehicles shall not be operated, conduct sales, stored or allowed to remain standing on any commercially zoned property except during operational hours when the Mobile Food Vehicle is actively selling food or beverages or when food is actively being prepared within the Mobile Food Vehicle and the operator of the Mobile Food Vehicle is present. A Mobile Food Vehicle may be stored upon commercially zoned property only within a fully enclosed building. A Mobile Food Vehicle may be parked outside upon commercially zoned property only in compliance with Section 150.706 of the City of Belvidere Zoning Code and only if the Mobile Food Vehicle is owned by and part of the same commercial enterprise associated with the property for which a Mobile Food Vehicle Location Permit is issued.
- (b) Mobile Food Vehicles are prohibited from operating, parking, standing or being stored upon any residentially zoned property within the City of Belvidere. A Mobile Food Vehicle shall be permitted to cater a private event upon residentially zoned property. However, no person shall allow a Mobile Food Vehicle to cater a private event more than two times per calendar year for the same property.
- (c) No person shall operate or conduct any sales from any Mobile Food Vehicle upon any property in the City, other than public highways, as permitted in this Article, without complying with all zoning restrictions, including, but not limited to any special use requirements, and other provisions of the City of Belvidere Municipal Code and without obtaining the written consent of the property owner. Any written consent shall be filed with the City Clerk, be maintained within the Mobile Food Vehicle, and shown to any City police officer, firefighter or code enforcement officer upon demand.
- (d) No person shall operate or conduct sales from any Mobile Food Vehicle upon any commercially zoned property in the City, nor shall any property owner or tenant of commercially zoned property permit the operation of or sales from a Mobile Food Vehicle, until such time as the owner of the commercially zoned property first obtains a Mobile Food Vehicle Location Permit as set forth in section 26-304. A Mobile Food Vehicle Location Permit shall not be required for the operation of Mobile Food Vehicle upon industrial zoned or residentially zoned (for private events (26-303(b))) property within the meaning of the City of Belvidere Municipal Code.
- (e) Each Mobile Food Vehicle operating or conducting sales upon private property shall provide wind resistant (secured so as not to blow in the wind) refuse containers for its patrons' use. All refuse and refuse containers shall be immediately removed when the Mobile Food Vehicle is non-operational and/or moves from the location.
- (f) With the property owner's consent, a Mobile Food Vehicle operating or conducting sales on private property may provide wind resistant outdoor seating and tables for its patrons. All such seating and tables shall be immediately removed when the Mobile Food Vehicle is non-operational and/or moves from the location. All tables and seating shall be arranged to comply with the requirements of any special use granted relating to the private property.
- (g) Each Mobile Food Vehicle operating or conducting sales upon private property shall only located upon a hard surface (not grass, soil or gravel).
- (h) Each Mobile Food Vehicle operating or conducting sales (including ancillary trash containers, tables or seating) upon commercial property shall only be located within the area shown on the approved site plan accompanying approval of the Mobile Food Vehicle Location Permit.

26-305 Mobile Food Vehicle Location Permit - Off Street.

- (a) The fee simple owner of any commercially owned property wishing to operate a Mobile Food Vehicle on the property, or allow another person or entity to operate a Mobile Food Vehicle on the property shall first apply for and obtain a Mobile Food Vehicle Location Permit from the City Clerk.
- (b) The application shall be made upon forms provided by the City Clerk. Each application shall include:
- (i) The address of the commercial property
 - (ii) A site plan showing:
 - The location of the commercial property and its boundaries
 - All existing structures, including, but not limited to, buildings storage areas, light poles, etc. on the commercial property
 - All existing parking facilities/spaces on the commercial property and the total number including identification of any handicap parking spaces
 - the proposed location of any Mobile Food Vehicle and any ancillary trash containers, seating, or tables. The location shall include distances from existing structures, lot lines and parking facilities
 - (iii) The name, address, email address and telephone number of the fee simple owner of the commercial property as well as the same information for all tenants of any portion of the commercial property and any person responsible for the day to day operation of the business.
 - (iv) Evidence of a commercial general liability insurance in an amount of not less than \$1,000,000.00 covering the commercial property
 - (v) The name of an entity, if known, who the Owner of the commercial property intends to allow operation of a Mobile Food Vehicle on the property
 - (vi) An acknowledgement that the owner of the commercial property will only operate or allow to be operated a Mobile Food Vehicle upon the commercial property in compliance with this Article.
- (c) The fee simple owner of any commercial property who operates or allows another to operate a Mobile Food Vehicle upon the property shall be jointly and severally liable for any violations of this Article and may be held accountable for the actions, failure to act or misconduct of any person operating, conducting sales from or storing a Mobile Food Vehicle upon the property.
- (d) Upon receipt of a complete application for a Mobile Food Vehicle Location Permit, the City Clerk shall forward a copy of the application to the City Planner (or in their absence the Director of Buildings) for review.
- (e) A Mobile Food Vehicle Location Permit shall not be granted if:
- (i) The City Planner (or in their absence the Director of Buildings) determines that the site plan is not acceptable for any of the following reasons:
 - Potential negative impact upon parking or traffic circulation patterns
 - The size of the commercial property being insufficient for safe and convenient operation of a Mobile Food Vehicle
 - Potential negative impact upon adjacent street or sidewalk traffic including, but not limited to site lines, pedestrian traffic and vehicular traffic
 - Potential negative impact upon adjoining properties with particular attention to property that are residential or institutional in nature
 - (ii) The application is not complete for any reason
 - (iii) The applicant is delinquent in any sum owed the City of Belvidere or Boone County including, but not limited to, any tax (whether property or otherwise) or fine owed.

- (iv) If the applicant has previously violated any portion of this Article
- (f) The Mobile Food Location Permit is specific to the site plan approved pursuant to an application. If the fee simple owner of commercial property wishes to alter the site plan and location of a Mobile Food Vehicle, a new application must first be submitted and approved.
- (g) The Mayor may revoke any Mobile Food Vehicle Location Permit upon a finding that the fee simple owner or any person operating a Mobile Food Vehicle upon the commercial property has violated this Article. Revocation shall be in accordance with Article II of Chapter 26 of this Code.

26-306 Selling or Dispensing Food or Beverages Unlawful

- (a) It is unlawful to offer sale, sell or dispense any food or beverage from a Mobile Food Vehicle, or any vehicle or structure that is capable of being moved or transported (not a fixed structure), without first obtaining a Mobile Food Vehicle license.
- (b) It is unlawful to operate a Mobile Food Vehicle in a manner that violates any provision of this Article.
- (c) It is unlawful for any owner or lawful occupant of any property within the City to allow a Mobile Food Vehicle to operate upon the property in violation of this Article. Such an owner or occupant who knows, or should have known, that the Mobile Food Vehicle was operating upon the property in violation of this Article, without taking affirmative action to prevent or cease such violation (including but not limited to contacting law enforcement), shall be deemed to have allowed it.
- (c) A violation of this Article shall be a separate and distinct violation from any other provision of the Belvidere Municipal Code, including but not limited to, Chapter 150, the Zoning Code.

26-307. Exceptions.

- (a) A Mobile Food Vehicle operating on property owned by a unit of local government, with approval from that unit of local government is exempt from the provisions of this Article. Notwithstanding the foregoing, such a Mobile Food Vehicle shall comply with all other permitting and licensing requirements, including but not limited to those of the Boone County Health Department as well as complying with section 26-302(h). Unless permitted by the City, the Mobile Food Vehicle shall not sell or dispense any food or beverages from any public highway or street.
- (b) The provision of any food or beverages, not for sale or compensation, in response to any disaster or emergency shall not be deemed a violation of this Article.
- (c) A Mobile Food Vehicle operating during a special event sponsored or approved by the City of Belvidere, with approval from the City of Belvidere is exempt from the provisions of this Article. Notwithstanding the foregoing, such a Mobile Food Vehicle shall comply with all other permitting and licensing requirements, including but not limited to those of the Boone County Health Department as well as complying with section 26-302(h).

26-308. Penalty.

- (a) Any person or entity violating section 26-301(a), 26-303(a), 26-306, or 26-303 shall be fined not less than \$1,000.00 plus court costs and not more than \$5,000.00 plus court costs.
- (b) Any person or entity who violates any other provision of this Article shall be fined in accordance with Section 1-9 of the City of Belvidere Municipal Code.
- (c) If a Mobile Food Vehicle is used in violation of this Article the Mobile Food Vehicle License may be revoked in accordance with Article II of this Chapter.
- (d) Any Mobile Food Vehicle operating in violation of 26-305(a) is subject to impoundment by the City of Belvidere Police Department. The impoundment shall be in accordance with the procedures set forth in Article IX of Chapter 110 of the City of Belvidere Municipal Code.
- (e) The owner of a Mobile Food Vehicle as well as the operator(s) of a Mobile Food Vehicle shall each be jointly and severally liable for any violation of this Article.
- (f) A separate offense shall be deemed committed on each day that a violation of this Article occurs or continues.

Memo

To: Mayor and City Council
From: Mike Drella
cc:
Date: March 9, 2023
Re: Section 125 FSA Plan

A Section 125 FSA plan (AKA cafeteria plan) is a mechanism under the US Tax Code that allows employers to establish a mechanism for employees to save money on a pre-tax basis for certain medical, vision and dental expenditures and expenditures for the care of a dependent. Essentially, the employer contracts with a third-party administrator to administer a program by which an employee can set aside money to be held in an account on a pre-tax basis. Then when the employee incurs a qualifying expense the employee may use that money to pay the expense (e.g. medical co-pays, vision expenses, dental expenses, and qualifying day care for dependents). The one detriment for an employee is that contributions to the fund are generally on a use it or lose it basis, with some carry over exceptions. As such, if an employee funds their FSA account with \$800 but does not use it, at the end of the year at least a portion of the money is forfeited.

The employee has the obvious benefit of utilizing funds on a pre-tax basis as well as decreasing their reportable gross income for tax purposes. The City also receives a tax benefit on its payroll taxes for social security etc. as the employees gross wages are effectively reduced.

In 2005, the City agreed in a collective bargaining agreement with the FOP to institute such a plan. However, at the time the bargaining unit was unable to locate sufficient interested employees to make the program viable. The requirement is still in the CBA. Employees have inquired about establishing the FSA plan at this time. As such, the City is required to establish the program for at least the FOP bargaining unit.

Given the obvious tax benefits to all parties, staff recommends authorizing the establishment of the Section 125 FSA plan for all employees normally scheduled to work 30 or more hours per week and authorizing the Mayor to execute an agreement with Envision to act as the administrator of the plan. Envision currently administers other City benefit plans such as the self-funded deductibles that has allowed the City to save significant amounts on health insurance premiums.

The cost to establish the program includes a one-time fee of \$550.00 plus an annual fee that would vary based on the enrollment with a maximum of \$300.00. The City would also be

required to pay a monthly fee of \$6.50 for each enrolled employee. Staff estimates that if the City requires each participating employee to fund their FSA account with at least \$800.00 then City's payroll savings should cover the City's annual cost of the plan.

RECOMMENDED MOTION: Motion to establish a Section 125 FSA plan allowing expenditures for medical benefits, dental benefits, vision benefits, Health Care Flexible Spending Accounts and dependent care and to authorize the Mayor to execute the Envision New Group Set-Up and any other documents in conformance with the March 9, 2023 memo.

J:\Legal\MISC\Misc. Memos\FSA memo.docx



Cafeteria New Group Set-Up Form

Company Information

Company Name: City of Belvidere
 Tax Id #: 36 - 6005792
 Street Address: 401 Whitney Blvd. #100 Belvidere, IL 61008

Company Type (circle one): Government Non for Profit
 Plan Effective Date: ~~4/1/23~~ 5/1/23 Take Over: YES NO If Yes, Original Plan Effective Date: ___/___/___

Approx # of lives: 120 eligible employees # F/T Hours: _____ Set up Fee: _____ Monthly Fee Per Person: \$ _____
 Health FSA Max (if lower than Fed cap) \$ 2013.00 * Health FSA allow for (check one): Grace Period Rollover

Run out Period: 60 days Payroll Type: Bi-weekly Next 3 Payroll Dates: 05 / 12 / 2023, 05 / 26 / 2023, 06 / 09 / 2023

*then Federal cap moving forward

Company Contact

President/Owner Name: City of Belvidere

Plan Administrator Name: Sarah Turnipseed

Email: cityclerk@ci.belvidere.il.us Billing Email: cityclerk@ci.belvidere.il.us

Telephone #: (815) 544-2612 Fax #: (815) 544-3060

Plan Type

(check all that apply)

POP Plan (Premium only Plan)

DEBIT CARD: YES NO

Flexible Benefit Plan (Section 125)

Commuters Expense Reimbursement Plan (Section 132)

Carry Over of Unused Benefits: _____ YES _____ NO

Flexible Benefits Plans (Section 125)

Fees listed are based on **90% -100% Employee Direct Deposit Participation**

Premium Only Plan Documents

\$300.00 (one time fee) *(some restrictions may apply to the use of debit card along with HRA or HSA)*

Flexible Benefit Plan (Section 125)

Set-up Fee (one time) \$550.00
 Annual Enrollment Fee (onsite) \$500.00
Groups of 3-99 members
 Per Participating Member Per Month **Groups of 100 or more members** \$6.50
 Per Participating Member Per Month \$5.00

DEBIT CARD Flexible Benefit Plan (Section 125)

Set-up Fee (one time) \$600.00
 Annual Enrollment (onsite) \$500.00
Groups of 3-99 members
 Per Participating Member per Month \$7.00
Groups of 100 or more members
 Per Participating Member per Month \$6.00

Annual renewal fee for 2-10 participants is \$10 per or \$8 per if over 10 participants renewing with \$300 cap

Commuter's Expense Reimbursement Plan (Section 132)

Section 132 Plan

Set up Fee \$500.00
 Annual Enrollment Fee (onsite) \$500.00
 Per Participating Employee Per Month \$5.00

Section 132 Plan combined w/ Section 125 Plan

Set up Fee Included
 Annual Enrollment Fee (onsite) N/A
 Per Participating Employee Per Month Included
 Included if enrolled along side FSA 125 plan no additional charge.

Envision Healthcare, Inc. P.O. BOX 5047 Oak Brook, IL 60522 Phone (866) 672-7526 Fax (800) 596-3464



Cafeteria New Group Set-Up Form

Broker Information

Broker Name _____
 Agency Name Arthur J. Gallagher
 Address 1 555 S. Perryville Road
 Address 2 Rockford, IL 61108
 City _____
 Telephone 815-986-0059 E-Mail _____
 Fax _____

Envision Sales Representative RYAN HYDE

Set-up Automatic Processing of UNPAID Health Reimbursement Arrangement (HRA) claims through plan participants Flexible Spending Account (FSA)*

YES NO

*Set-up requires an HRA w/ Envision Healthcare, and could increase the per member per month fee.

“Cash Out Option” YES NO

Comments

To be completed by the Firm/Policyholder

I have read and understand the offer of benefits provided in this proposal and agree to the fee structure stated on the first page

Signature of Company Officer

Date

Print

Date

Envision Healthcare, Inc. P.O. BOX 5047 Oak Brook, IL 60522 Phone (866) 672-7526 Fax (800) 596-3464



**ADOPTION AGREEMENT
FOR
FLEXIBLE BENEFITS PLAN**

Employer Information

1. Legal Name of Employer Sponsoring (Company Name) the Plan:

City of Belvidere

2. Address of Employer's Principal Office:

401 Whitney Blvd., Belvidere, IL 61008

3. Federal Employer Identification Number of the Employer: 36-6005792

4. Business Entity Type of Employer (select one that applies):

- a. C Corporation, b. S Corporation, c. LLC business entity, d. LLP business entity, e. Government Entity or Church, f. Not-for-Profit Entity, g. Partnership, or h. Sole Proprietorship.

5. Legal Names(s) and Federal Employer Number(s) of Affiliated Employer(s) who will participate in the Plan:

6. Number of employees 120

Plan Information

1. Effective Date – This Plan will be (Select a or b):

- a. A new Plan effective from (Insert date) 5/1/2023,
First Plan Year shall be a period from 5/1/2023 to 12/31/2023 or
b. Amended effective from (Insert date) _____, while the original effective date is _____.

2. Plan Number: 5_ _

3. Legal agent for the Plan (Specify contact individual's name and address, phone, fax, and email):

Sarah Turnipseed, 401 Whitney Blvd., Belvidere, IL 61008; Phone 815-544-2612

Fax: 815-544-3060

Email: cityclerk@ci.belvidere.il.us



4. Plan Year (Select a or b or a and c or b and c):
- a. Calendar Year, or
 - b. A twelve-month period beginning on _____ and ending on _____.
 - c. For the first plan year, it shall be a period from ____ to _____.
5. The laws of the State or Commonwealth of Illinois will apply to the administration of the Plan.
6. Eligible Employees (Select a, b, c, d, or e):
- a. All common law employment classes (Select i, ii or iii):
 - i Working 20 hours or more per week,
 - ii Working 30 hours or more per week, or
 - iii Other _____.
 - b. All full-time common law employment classes (Select i, ii or iii):
 - i Working 20 hours or more per week,
 - ii Working 30 hours or more per week, or
 - iii Other _____.
 - c. Salaried employees (Select i, ii or iii):
 - i Working 20 hours or more per week,
 - ii Working 30 hours or more per week, or
 - iii Other _____.
 - d. Hourly employees (Select i, ii or iii):
 - i Working 20 hours or more per week,
 - ii Working 30 hours or more per week, or
 - iii Other _____.
 - e. Collective Bargaining Unit (Specify): _____, or _____.
 - f. Other (Specify): _____



7. Participation date after completing waiting period (Select a, b c or d):

- a. First day of the month following,
- b. The date that eligibility requirements are met,
- c. Hire date or d. Other (Specify): _____

8. Waiting Period (Select a, b, c, or d):

- a. 30 days, b. 60 days, c. 90 days or d. Other (Specify): _____

9. Those employees eligible to participate in the Plan can only participate in the Health Care FSA, if he or she participates in a health plan sponsored by the Employer (Select a or b):

- a. Yes, or b. No an eligible employee may participate in the Health Care FSA if even if he or she does not participate in the employer's health plan

10. Eligible Expenses or Funding: The benefit programs that are provided under the Plan are as follows (Select all programs that apply):

- a. Medical Benefit, b. Dental Benefit, c. Vision Benefit, d. Group Term Insurance Benefit, e Accidental Death and Dismemberment Insurance Benefit, f. Short-term Disability Benefit, g. Long-term Disability Benefit, h. Health Care Flexible Spending Account, ("Health Care FSA Benefit"), i. Dependent Care Flexible Spending Account ("Dependent Care FSA Benefit"),
- j. Health Savings Account ("HSA) Benefit") and/or k. Other (Specify): _____

11. Termination of Participation: The following events will terminate participation (Select all events that apply):

- a. Reduction of hours, b. Submits false claims, c. Transfer to noneligible employee group, or d. Other _____

Federa Capatial



12. Once a participant terminates participation, coverage will end for all benefits except for the Dependent Care Flexible Spending Accounts and the Health Care Flexible Spending Account (Select a or b):

- a. End of the month in which the termination events occur, or
- b. the date on which the termination occurs.

13. For Dependent Care Flexible Spending Accounts, coverage will end (Select a, b, c, d or e):

- a. N/A. the plan does not contain the benefit, b Same as Section 11 above, c End of the ____ month following the month in which the termination occurs, d. End of the Plan Year in which the termination occurs or e. end of the Plan Year in which the termination occurs and any grace period immediately following that Plan Year.

14. If HSA contributions are permitted, will the employer make contributions? (Select a, b, or c):

- a. N/A, there are no HSA contributions, b. No, the employer will not make any contributions, or c. Yes, the employer will be contributions determined as follows (Select i, ii, or iii): i in an amount determined at its discretion each year, ii. As a matching contribution in an amount determined at its discretion, or iii Other (Specify): _____

15. For (Select all that all apply) a Medical Benefits, b. Dental Benefits, c Vision Benefits and/or d. Health Care FSA Benefit under the Plan, an employee may cover him or herself and (Select all that apply):

- a. No, the employee only, b. spouse, c. all eligible dependents, d. domestic partner, e. former spouse and f any other individual.

16. After an Eligible Employee is eligible, he or she has an election period of (Select a, b, c, d, or e): a. two weeks, b. 3 weeks, c. 4 weeks, d. 30 days, or

- e. Other (Specify): _____ to participate.

17. The maximum dollar amount that a participant may contribute to his or her Health Care FSA Benefit for a Plan Year is \$ Federal Cap and the minimum dollar amount is \$ 800.00.



18. Participants shall make Salary Reduction Contributions for this or her Health Care FSA Benefit (Select a, b, c, or d):

- a. Each payroll period, b. Every other payroll period, c. Once a month, or d. Other: _____

19. The minimum expense that the Health Care FSA Benefit will reimburse is (Select a, b, c, or d): a. \$50, b. \$40, c. \$30, or d. Other (Specify): \$20.00 _____.

20. Defining Medical Expenses to be reimbursed under the Health Care FSA Benefit (Select a, b, c, d, e f, and g):

a. Any expense for medical care within the meaning of the term "medical care" or "medical expense" as defined in Code Section 213(d), and the rulings and Treasury regulations (Note: It includes reimbursements for over-the-counter drugs and medications without a prescription and menstrual productions)

b. All medical expenses indicated in subsection a. above except for _____;

c. Medical expenses, but not dental or vision expenses;

d. Dental expenses and vision expenses, but not medical expenses;

e. Those expenses that would be reimbursed by the Employer's Medical Plan, but for (Select all that apply): i the deductible, ii co-payment, iii co-insurance amounts and/or iv Other (Specify): _____;

f. Expenses listed in (Select i, ii, iii iv or v): i a above, ii b above, list exceptions _____, iii c above. iv d above or v e above (Select all that apply) A. the deductible, B. co-payment, C co-insurance amounts or those medical, dental and/or vision plans selected by the employer; and/or D. Other _____ and premiums for those medical, dental and/or vision plans selected by the Employer; or 1/01/

g. Other (Specify): _____.

21. FMLA Leaves of Absence (Select a or b):

- a. FMLA does not apply. b. FMLA does apply



22. During FMLA the employer will continue to maintain the following benefits (Select all that apply): a. Medical Benefits, b. Dental Benefits, c. Vision Benefits, d. Health Care FSA Benefits, e. HSA Benefit, f. Group Term Insurance Benefits, g. Accident Death and Dismemberment Benefits, h. Short-term Disability Benefit, i. Long-term Disability Benefits, and j. Other _____

If the employee is on unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued) the employee may pay his share of the premium (select a, b or c) a. at the beginning of his leave, b. during his leave, or c. after his leave is completed and you return.

23. In any month that a Participant is eligible to make a contribution to an HSA, he (Select all that apply):

a. N/A, b. cannot participate in the Health Care FSA Benefit, c. may participate in the Health Care FSA Benefit for permitted coverage (Select i, ii and/or iii): i Dental expenses, ii Vision expenses and/or iii Preventive care expenses, and/ or d. may participate in the Health Care FSA Benefit for those expenses incurred above the Medical Plan's deductible.

24. The maximum dollar amount that a participant may contributed to his or her Dependent Care FSA Benefit for a Plan Year is (Select a, b, or c):

a. N/A, b. \$5,000 filing jointly/\$2,500 filing separately or c. \$ _____ filing jointly or \$ _____ filing separately.

25. The minimum expense that the Dependent Care FSA Benefit will reimburse is (Select a, b, c, d, or e): a. N/A, b. \$50, c. \$40, d. \$30, ore. Other: \$20.00 _____

26. Participants shall make Salary Reduction Contributions for his or her Dependent Care FSA Benefit (Select a, b, c, or d):

a. Each payroll period, b. Every other payroll period, c. Once a month, or d. Other _____

27. Change of Election: A participant may change his election for Salary Reduction Contributions, except for HSAs up to _____ 1 _____ times during the Plan Year.



28. A participant may change his or her benefit election for benefits, except for HSAs if the following events occur (Select all events that apply):

- a. Leaves of Absence, b. Change in Status, c. Change in Status-Other Requirements d. Special Enrollment Rights, e Certain Judgments, f. Medicare and Medicaid, g. Change in Cost., h Change in Coverage, or i. None of the above.

29. Participants shall make Salary Reduction Contributions for this or her HSA Benefit (Select a, b, c, or d):

- a. Each payroll period
- b. Each other payroll period
- c. Once a month d. Other: n/a

30. If a Participant changes his or her election during the Plan Year, such new election shall be effective (Select a, b, c, or d):

- a. the next pay period after the election is approved
- b. the second to next pay period after the election is approved
- c. 30 days after the election is approved
- d. Other: _____

31. Amounts will be forfeited if not used under Health Care FSA Benefit (Select a, b, or c):

- a. for expenses incurred during the Plan Year.
- b. for expenses incurred during the Plan Year and the "Grace Period"
For purposes of the Health Care FSA Benefit, the "Grace Period" means a period of (Select i, ii or iii): i 30 days, ii 60 days, or iii 75 days after the end of the Plan Year. Amounts remaining outside of these time periods will be forfeited.
- c. for expenses incurred during the Plan Year, any unused funds remaining at the end of the Plan Year may carried over to the immediately following plan year. The amount that can be carried over is limited to (Specify i, ii, iii, iv, v, or vi): i an amount equal to 20 percent of the maximum health FSA salary reduction contribution under Code §125(i) for that plan year, ii \$200, iii \$300, iv. \$400, v. \$500 or vi (Specify): _____.



A Carryover Period” means (Select a, b, c, or d) a. N/A, a rollover period does not apply, b. the next Plan Year only, c. the next two Plan Years, or d. until such rollover amount is used in future years.

Note: A plan adopting the carryover is not permitted to also provide a grace period.

32. Amounts will be forfeited if not used under Dependent Care FSA Benefit (Select a, or b.):

a. for expenses incurred during the Plan year, b. for expenses incurred during the Plan Year and the “Grace Period.” For purposes of the Dependent Care FSA Benefit, the “Grace Period” means a period of (Select I, ii or iii): i 30 days ii 60 days, or iii 75 days after the end of the Plan Year. Amounts remaining outside of these time periods will be forfeited.

33. The runout period for all benefits except for the HSA Benefit shall be a period commencing (Select a, or b):

Note: Two-month runout period implemented for plans adopting Health Care FSA Account or Dependent Care FSA Account carryover

a. after the end of the Plan Year consisting of (Select i, ii, iii or iv): i two months, ii three months, ii four months, or iii Other (Specify): _____, or b. after the end of the Plan Year and the Grace Period consisting of (Select i, ii, iii or iv): i two months, ii three months, iii four months, or iv Other _____.

34. If a participant terminates employment and then returns to employment within (Specify a, b, c, or d):

a. two weeks, b. 30 days c. 60 days, or d. Other (Specify): _____, his or her benefits elections will return the same for the remainder of the Plan Year.

35. If a participant terminates employment during the Plan year, he or she may submit claims for reimbursement for a period after termination not exceeding (Select a, b. c or d):

a. 30 days, b. 60 days, c. 90 days or d. Other (Specify): _____.



36. For any Plan Year, participant in an HSA (Select a, b, or c):

- a. N/A, b. may be reimbursed for only those amounts in the HSA, or c. will receive from the employer an advance allocation of the contribution for the year.

37. If any Participant forfeitures are remaining after the end of the runout period for the Plan Year or the grace period, such forfeitures shall be (Select a, b, c, or d):

- a. used to defray reasonable administrative expenses, b. used to reduce required premiums, c. used to increase the annual coverage amounts, or d returned to participants on a reasonable and uniform basis.

38. The Plan Administrator under the Plan shall be (Select a, b, c, or d):

- a. The Employer sponsoring the Plan,
b. A committee appointed by the Employer,
c. An Individual (Specify) _____, or
d. Other: _____.

39. The Named Fiduciary under the plan shall be (Select a, b, or c):

- a. The Plan Administrator, b. The Employer, or c. Other (Specify): _____.

40. The Employer must provide an annual statement of benefits if to participants it offers Dependent Care FSA Benefit (Select a or b):

- a. N/A, the employer does offer these accounts, or b. The employer offers this account, and such statement will be provided to participants by (Select i, ii, iii, iv or v): i 2 weeks, ii 3 weeks, iii 4 weeks, iv five weeks, or v Other (Specify): _____ after the end of the plan year.

41. Any benefit checks that are either remain unclaimed or uncashed shall be forfeited back to the employer if it remains unclaimed or uncashed for (Select a, b, or c):

- a. 210 days, b. 180 days, or c. Other _____ after the check was issued.

NO CHANGES, the current FSA Plan specifications will remain in affect for the following plan year beginning on ____/____/____ ending on ____/____/____.



IN WITNESS HEREOF, the Employer has caused this Form to be completed by its duly authorized Officer on the date indicated below:

(Legal Name of Employer)

By:

(Date)

(Signature & Title of Officer)

| <u>Participating Employer</u> | <u>Authorized Signature</u> | <u>Date</u> |
|-------------------------------|-----------------------------|-------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |



**BELVIDERE
FIRE
DEPARTMENT**

**123 S. State St.
Belvidere, IL 61008**

From the Office of the Fire Chief

(815)544-2242

Fax (815)544-2278

Memorandum

| | | | |
|--------------|-------------------|----------------------|-----------------------------|
| From: | Chief Schadle | Today's Date: | 3/8/2023 |
| To: | Mayor and Council | Subject: | Acquired Structure Training |

Dear Mayor and Council,

Sometimes building owners offer the fire department the opportunity to train inside of their buildings before they are demolished. This type of training is invaluable. For example, we practice hose deployment evolutions, search and rescue, self-rescue techniques and ventilation techniques. These trainings in a new environment helps us prepare for real world suppression and rescue. Additionally, this type of training is often destructive to the property, therefore it is only granted prior to a building being demolished.

Attorney Drella and I have come up with a simple Standard Acquired Structure Training Form to provide us written permission from the building's owners to utilize the property. I have included the form in your packet.

I am requesting the following motion be forwarded to the council:

Motion for ongoing authorization for the Fire Chief to sign the Standard Acquired Structure Training Agreement as necessary.

Thank you,

Chief Shawn Schadle



**BELVIDERE
FIRE
DEPARTMENT**

**123 S. State St.
Belvidere, IL 61008**

Office of the Fire Chief

Cell: (815) 298-1361

Fax (815)544-2278

Authorization for Fire Department Acquired Structure Training

I/We, _____

Are the legal owner(s) of the property at: _____

The authorized training period is _____

_____ I/We authorize the City of Belvidere Fire Department to use the above property for training.

_____ This authorization acknowledges and consents to the damage or demolition of the property and certify that I/we have full and legal right to make this offer.

_____ I/We certify that no mortgages or liens exist against the buildings affected by the training.

_____ I/We certify that permission for use is not given to collect on an insurance policy.

Owner may withdraw authorization by providing written notice 24 hours before the start date to the Department Chief or designee.

The City of Belvidere or its agents are not responsible for debris removal, rehabilitation, restoration, demolition, or razing costs before or following completion of the training exercises.

The City of Belvidere shall insure its personnel and equipment. The City shall keep and maintain necessary workers compensation insurance on personnel involved in the authorized training exercises.

The City of Belvidere or its agents will not aid the Owner for making a loss claim with insurance or seeking a tax benefit.

SIGNATURES

Owner/Agent: _____ Date: _____

Fire Chief: _____ Date: _____

Training Officer in Charge of Training: _____ Date: _____

Memo

To: Mayor and City Council
From: Mike Drella
cc:
Date: March 8, 2023
Re: Ambulance Fees

Attached is a draft amendment to Chapter 46 of the City of Belvidere Municipal Code establishing transport rates for the operation of the new ambulance service to be operated by Metro on behalf of the City. The rates are computed based upon the Chief's anticipation of costs together with an evaluation of what other area agencies charge for ambulance services. You will note that section 46-62 allows the City to adopt policies regarding implementation of the fees. Those policies would determine what amounts, if any, the City will seek from patients after receiving payment from third party payors such as insurance or Medicare. We would adopt those separately by simple motion or resolution.

RECOMMENDED MOTION: Motion to forward to the City Council an ordinance amending Chapter 46 of the City of Belvidere Municipal Code to insert a new Article III, Emergency Medical Services / Transport as set forth in the attachment to the March 8, 2023 memo.

ARTICLE III. AMBULANCE SERVICES

46-60. Ambulance Service Established.

Effective May 1, 2023, the City of Belvidere shall provide ambulance services within the corporate limits of the City of Belvidere and outside of the corporate limits pursuant to agreements or requests for assistance. Ambulance services shall be performed under the auspices and policies of the City of Belvidere Fire Department and pursuant to the policies and procedures of the appropriate agency with Medical Control. The Fire Chief, or the Chief's designee, shall be responsible for, set policy for, and otherwise supervise all ambulance service activities.

46-61. Ambulance Independent Contractors.

The Corporate Authorities may enter into agreements to lease advanced life support and basic life support ambulances for the provision of ambulance services and may enter into agreements with outside agencies or third-party entities to provide paramedic services for the ambulances on an independent contractor basis. The Corporate Authorities may also enter into agreements for the provision of billing services related to the collection of fees for ambulance services.

46-62. Fee schedule for Ambulance Services.

The City shall charge every patient fees for ambulance services as set forth below. The City may adopt policies relating to the collection of fees and the procedure for forgiving debts.

- (a) Basic Life Support (BLS) Rates: \$1,900.00 Transport + \$21.00 per loaded mile
- (b) Basic Life Support Emergency (BLS-Emergency) Rates: \$1,900.00 Transport + \$21.00 per loaded mile
- (c) Advanced Life Support, level 1 (ALS1) Rates: \$2,100.00 Transport + \$21.00 per loaded mile
- (d) Advanced Life Support, level 1 Emergency (ALS1-Emergency) Rates: \$2,100.00 Transport + \$21.00 per loaded mile
- (e) Advanced Life Support, level 2 (ALS2) Rates: \$2,100.00 Transport + \$21.00 per loaded mile
- (f) The charges for ambulance service set forth above shall increase at the rate of 3% commencing May 1, 2024 and each successive May 1 thereafter.

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OLLMANN ERNEST MARTIN

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March 6, 2023

Mayor Clinton Morris
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008

Mayor Morris:

In 2020, Rock Valley College (RVC) partnered with Belvidere Unit School District to renovate the old ShopKo building at 1400 Big Thunder Blvd to become the Advanced Technology Center (ATC).

The RVC ATC Phase II project consisting of the replacement of an air handling unit and the roof, including parking lot repair and resurfacing work and the build-out of a new Simulator Lab was recently bid and is moving forward. The bulk of the work is for maintenance and repair. The intent of the new Simulator Lab is to provide space for heavy equipment operation training and the Truck Driver Training (TDT) program on site. The addition of this lab at the ATC will bring 5 new full-time equivalent (FTE) employees along with students participating in the program. As part of the TDT program, the north parking lot will be rebuilt to accommodate actual driver training.

The City permit and plan review fees were waived for the original 2020 renovation project and we would like to request that the City Council consider waiving the fees for this Phase II project. The anticipated permit fees per Building Official Kip Countryman, will amount to \$23,963.75 (after enterprise zone discount). We would appreciate the City Council's consideration in this matter.

Should you have additional questions, please feel free to contact me.

Jeff Ernest, Architect

Ollmann Ernest Martin Architects & Engineers

Cc: Mike Drella, City Attorney
Rick Jenks, RVC VP of Operations