



Agenda

Lake Odessa Downtown Development Authority
July 11, 2023 at 7:00 AM
Page Memorial Building, Lake Odessa

1. Call to Order
2. Public Comment on Agenda Items

Under the Open Meetings Act, any citizen may come forward at this time and make comment on items that appear on the agenda. Comments will be limited to five minutes per person. Anyone who would like to speak shall state his/her name and address for the record. Remarks should be confined to the question at hand and addressed to the chair in a courteous tone. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.
3. Approval of Minutes
 - a. [Approval of minutes from the May 9, 2023 Downtown Development Authority meeting.](#)
4. Finance Report
 - a. [Revenue and Expense Report for the Period Ending June 30, 2023.](#)
 - b. [Check Register for the Period Between May 1, 2023 and June 30, 2023.](#)
 - c. [Bank Reconciliation Report and Statements for May 2023.](#)
 - d. [Bank Reconciliation Report and Statements for June 2023.](#)
5. Action/ Discussion Items
 - a. [Bid for Park Sign](#)
 - b. Mobile Food Vending Ordinance
 - [Memorandum](#)
 - [Ordinance Draft](#)
 - c. Report to Taxing Jurisdictions
 - d. Parking Study
 - e. Alley Maintenance
 - f. Board Member Recruitment
6. Board Member Comments
7. Adjournment

VILLAGE OF LAKE ODESSA
DOWNTOWN DEVELOPMENT AUTHORITY

MINUTES

Regular Meeting - Monday, May 9, 2023
Page Memorial Building, Lake Odessa MI

- PRESENT: Sarah McGarry, Bill Rogers, Marilyn Danielson, Darwin Thompson, Sue Dahms
- ABSENT: Karen Banks
- STAFF: Village Manager Guetschow, Village Clerk/Treasurer Forman
- VISITORS: None

- I. **Call to Order:** Meeting called to order by McGarry at 7:00 a.m.
- II. **Approval of Agenda:** Motion by McGarry, supported by Dahms, to approve agenda as presented. All ayes; motion carried, 5-0.
- III. **Public Comment:** None.
- IV. **Approval of Minutes:**
 - a) Minutes from 3/29/23 regular meeting. Motion by McGarry, supported by Dahms, to approve. All ayes; motion carried, 5-0.
- V. **Finance Report:**
 - a) Revenue & Expense reports and bank statements for March 2023 and April 2023 were reviewed. Current account balance is \$76,440.02 as of 4/30/23. Dahms reviewed the A/P checks that were paid in March and April.
- VI. **Action/Discussion Items:**
 - a) Discuss Temporary Use Ordinance Draft for Food Trucks:
Gregg Guetschow explained the reasons for the language used in the draft presented. A discussion took place where each member asked questions and gave their thoughts. Questions will be addressed in a revised draft which will be presented to the village council at their next regular meeting on 5/15/2023.
 - b) Discuss plan for preparation of report to taxing jurisdictions (Ionia County, Odessa Township, Library, etc.)
The report should include a list of DDA accomplishments. Governing bodies need to know the value of the DDA. Dahms will work with Banks on an annual report when time permits.
 - c) Update on Parking Study
Guetschow has contacted Walker Consultants for a quote to complete a parking study of the downtown area. Handicapped parking is a concern on Fourth Avenue.

VII. Board Member Comments:

- a) Dahms asked the status of the sign project. It was explained that GEI has put the project out for bids. The signs that were displayed in the park will now be displayed along Jordan Lake Street by the Village Garage (Ambulance Garage).
- b) Guetschow explained that this was his last week working for the village. Members thanked him for his guidance and knowledge while he was attending the meetings.
- c) McGarry wanted ideas on how to recruit new members for the board. Several ideas were presented. McGarry will personally contact new business owners in the district and offer them an application if they are interested.
- d) Guetschow described an inquiry by someone regarding opening a tattoo parlor in Lake Odessa. It was determined that they are not allowed in Lake Odessa by ordinance.
- e) REMINDER: Spring Planting: There will be a workday on Saturday, May 27, 2023. Everyone should meet at 9:00am in front of the Page Memorial Building. The plan will be similar to last year.

VIII. Adjournment: Without objection, meeting adjourned at 8:06 a.m.

Respectfully submitted,

Kathy Forman
Village Clerk/Treasurer

User: KATHY

DB: Lake Odessa Vil

PERIOD ENDING 06/30/2023

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGDGT USED
		AMENDED BUDGET	NORMAL	06/30/2023 (ABNORMAL)	MONTH 06/30/2023 INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
248-000-402.000	CURRENT REAL PROPERTY TAXES	30,000.00		0.00		0.00		30,000.00	0.00
248-000-665.000	INTEREST	65.00		181.70		75.95		(116.70)	279.54
248-000-674.000	DONATIONS-PRIVATE SOURCES	1,000.00		0.00		0.00		1,000.00	0.00
Total Dept 000 - BALANCE SHEET / GENERAL		31,065.00		181.70		75.95		30,883.30	0.58
TOTAL REVENUES		31,065.00		181.70		75.95		30,883.30	0.58
Expenditures									
Dept 275 - DDA									
248-275-727.000	OFFICE SUPPLIES	50.00		0.00		0.00		50.00	0.00
248-275-750.000	DUES & MEMBERSHIPS	25.00		25.00		25.00		0.00	100.00
248-275-752.000	EDUCATION & TRAINING	500.00		0.00		0.00		500.00	0.00
248-275-801.000	CONTRACTED SERVICES	23,000.00		3,219.50		3,219.50		19,780.50	14.00
248-275-806.000	AUDIT SERVICES	150.00		0.00		0.00		150.00	0.00
248-275-881.000	ADVERTISING	1,000.00		879.00		129.00		121.00	87.90
248-275-967.000	BEAUTIFICATION	60,000.00		3,544.04		(84.52)		56,455.96	5.91
248-275-967.002	CHRISTMAS DECORATIONS	1,000.00		0.00		0.00		1,000.00	0.00
Total Dept 275 - DDA		85,725.00		7,667.54		3,288.98		78,057.46	8.94
TOTAL EXPENDITURES		85,725.00		7,667.54		3,288.98		78,057.46	8.94
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:									
TOTAL REVENUES		31,065.00		181.70		75.95		30,883.30	0.58
TOTAL EXPENDITURES		85,725.00		7,667.54		3,288.98		78,057.46	8.94
NET OF REVENUES & EXPENDITURES		(54,660.00)		(7,485.84)		(3,213.03)		(47,174.16)	13.70

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank DDA 6015 DOWNTOWN DEVELOPMENT AUTHORITY					
05/25/2023	DDA	1217	KAREN	KAREN BANKS	57.22
06/01/2023	DDA	1218	MENARDS	MENARDS - LANSING WEST	351.84
06/09/2023	DDA	1219	DUWAYNES	DUWAYNE'S MARKETPLACE	3,090.00
06/09/2023	DDA	1220	LACOC	LAKEWOOD AREA CHAMBER OF COMMERCE	25.00
06/15/2023	DDA	1221	CARDMEMBER	ELAN FINANCIAL SERVICES	27.99
06/15/2023	DDA	1222	TRUE	VILLAGE TRUE VALUE LUMBER	16.99

DDA TOTALS:

Total of 6 Checks:	3,569.04
Less 0 Void Checks:	0.00
Total of 6 Disbursements:	<u>3,569.04</u>

GL Number	Description	Beginning Balance
248-000-001.024	CASH-DDA CHECKING	76,440.02
Beginning GL Balance:		76,440.02
Less: Cash Disbursements		(57.22)
Add: Journal Entries/Other		17,045.94
Ending GL Balance:		93,428.74

GL Number	Description	Ending Balance
248-000-001.024	CASH-DDA CHECKING	93,428.74
Ending GL Balance:		93,428.74
Ending Bank Balance:		93,485.96
Add: Deposits in Transit		0.00
Less: Outstanding Checks		

Check Date	Check Number	Name	AP Checks	Amount
05/25/2023	1217	KAREN BANKS		57.22
Total - 1 Outstanding Checks:				57.22
Adjusted Bank Balance				93,428.74
Unreconciled Difference:				0.00

REVIEWED BY: Bej D Goj

DATE: 6/6/23



VILLAGE OF LAKE ODESSA
 DOWNTOWN DEVELOPMENT AUTHORITY
 839 FOURTH AVENUE
 LAKE ODESSA MI 48849

Date 5/31/23 Page 1
 Account Number XXXXXXXXXXXX6015
 Enclosures

Bank from anywhere with our NEW Virtual Branch!
 Access the Virtual Branch via our website: UBMich.com

CHECKING ACCOUNTS

PUBLIC CHECKING		Number of Enclosures	0
Account Number	XXXXXXXXXXXX6015	Statement Dates	5/01/23 thru 5/31/23
Previous Balance	76,440.02	Days in the statement period	31
1 Deposits/Credits	16,983.82	Average Ledger	76,987.88
Checks/Debits	.00	Average Collected	76,987.88
Service Charge	.00	Interest Earned	62.12
Interest Paid	62.12	Annual Percentage Yield Earned	0.95%
Ending Balance	93,485.96	2023 Interest Paid	138.31

ACTIVITY IN DATE ORDER

Date	Description	Amount
5/31	Transfer from x1447 to x6015	16,983.82
5/31	Interest Deposit	62.12

DAILY BALANCE INFORMATION

Date	Balance	Date	Balance
5/01	76,440.02	5/31	93,485.96

INTEREST RATE SUMMARY

Date	Interest Rate
4/30	0.950000%

In case of errors or questions about your electronic transfers please contact
 Union Bank at 933 Fourth Avenue, Lake Odessa, Mi 48849
 You may also contact us for a full Funds Availability Disclosure.

GL Number	Description	Beginning Balance
248-000-001.024	CASH-DDA CHECKING	93,428.74
Beginning GL Balance:		93,428.74
Less: Cash Disbursements		(3,511.82)
Add: Journal Entries/Other		75.95
Ending GL Balance:		89,992.87

GL Number	Description	Ending Balance
248-000-001.024	CASH-DDA CHECKING	89,992.87
Ending GL Balance:		89,992.87
Ending Bank Balance:		89,992.87
Add: Deposits in Transit		0.00
Less: Outstanding Checks		

Total - 0 Outstanding Checks:
Adjusted Bank Balance 89,992.87
Unreconciled Difference: 0.00

REVIEWED BY: Bej Hoij

DATE: 7/6/23



VILLAGE OF LAKE ODESSA
 DOWNTOWN DEVELOPMENT AUTHORITY
 839 FOURTH AVENUE
 LAKE ODESSA MI 48849

Date 6/30/23 Page 1
 Account Number XXXXXXXXXXXX6015
 Enclosures 6

Bank from anywhere with our NEW Virtual Branch!
 Access the Virtual Branch via our website: UBMich.com

CHECKING ACCOUNTS

PUBLIC CHECKING		Number of Enclosures	6
Account Number	XXXXXXXXXXXX6015	Statement Dates	6/01/23 thru 7/02/23
Previous Balance	93,485.96	Days in the statement period	32
Deposits/Credits	.00	Average Ledger	91,197.09
6 Checks/Debits	3,569.04	Average Collected	91,197.09
Service Charge	.00	Interest Earned	75.95
Interest Paid	75.95	Annual Percentage Yield Earned	0.95%
Ending Balance	89,992.87	2023 Interest Paid	214.26

ACTIVITY IN DATE ORDER

Date	Description	Amount
7/02	Interest Deposit	75.95

CHECKS IN SERIAL NUMBER ORDER

Date	Check No	Amount	Date	Check No	Amount
6/02	1217	57.22	6/14	1220	25.00
6/08	1218	351.84	6/23	1221	27.99
6/13	1219	3,090.00	6/26	1222	16.99

*Indicates skip in Check Number

DAILY BALANCE INFORMATION

Date	Balance	Date	Balance	Date	Balance
6/01	93,485.96	6/13	89,986.90	6/26	89,916.92
6/02	93,428.74	6/14	89,961.90	7/02	89,992.87
6/08	93,076.90	6/23	89,933.91		

INTEREST RATE SUMMARY

Date	Interest Rate
5/31	0.950000%

In case of errors or questions about your electronic transfers please contact
 Union Bank at 933 Fourth Avenue, Lake Odessa, Mi 48849
 You may also contact us for a full Funds Availability Disclosure.

**VILLAGE OF LAKE ODESSA
COMMUNITY ENTRANCE SIGN**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Lake Odessa Community Entrance Sign** will be received, by the **Village of Lake Odessa**, at the office of the **Village Manager 839 Fourth Avenue, Lake Odessa, MI 48849**, until **1:00 PM** local time on **Wednesday, June 28, 2023** at which time the Bids received will be **publicly** opened and read. The Project consists of the **construction of a masonry community sign, approximately 12 feet, by five feet, by four feet high.**

Bids will be received for a single prime Contract. Bids shall be on a lump basis..

The Issuing Office for the Bidding Documents is: **GEI Consultants of Michigan, P.C., 401 South Washington Square, Lansing, MI 48864**. Prospective Bidders may examine the Bidding Documents at the Issuing Office Monday through Friday between the hours of **7:00 AM and 5:00 PM** and may obtain copies of the Bidding Documents from the Issuing Office as described below. Builder's Exchanges are authorized to share the contract documents with other exchanges.

Bidding documents shall be requested by emailing pward@geiconsultants.com. Bidding documents will be issued electronically in pdf format. Please contact Mark Stoor, P.E. (517) 803-4603 or mstoor@geiconsultants.com with questions regarding this project.

No prebid conference will be held for this work.

Owner: **Village of Lake Odessa**
By: **Ben Geiger**
Title: **Village Manager**
Date: **June 1, 2023**

END OF ADVERTISEMENT FOR BIDS

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: GEI Consultants
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ \$55,585.83
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete on or before **November 1, 2023** and will be completed and ready for final payment on or before **November 15, 2023**.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

B.

5.02 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*


A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Visual Entities Inc
(typed or printed name of organization)

By: 
(individual's signature)

Name: Dave Maul
(typed or printed)

Title: Estimator & Project Manager
(typed or printed)

Date: 6/28/2023
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: Dave Maul
(typed or printed)

Title: Estimator & Project Manager
(typed or printed)

Phone: 616-531-9367

Email: dmaul@visualentitiesinc.com

Address: 2160 Byron Center Ave SW
Grand Rapids, MI 49519

Bidder's Contractor License No.: (if applicable) 302



Visual Entities

2160 Byron Center
 Grand Rapids, MI 49519
 Ph: (616) 531-9367
 FAX: (616) 531-9580
 Web: <http://www.visualentitiesinc.com>

Estimate #: 7778

Created Date: 6/8/2023 3:18:00PM Salesperson: Dave Maul Email: dmaul@visualentitiesinc.com Office Phone: (616) 531-9367	Prepared For: GEI Consultants of Michigan Contact: Mark Stoor, Production Engineer Office Phone: (517) 803-4600 Email: mstoor@geiconsultants.com Address: 230 N Washington Sq Ste 201 Lansing, MI 48933
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Description: Lake Odessa Community Entrance Sign

Dear Mark,

Thank you for allowing Visual Entities the opportunity to provide you with an Estimate for this product. All prices quoted are valid for 30 days from quote date.

If you have any questions, please contact me at (616) 531-9367

Regards,
 Dave Maul

This is to be considered an Estimate. Any changes to the design intent or quantities will need to be re-estimated.

		Quantity	Unit Price	Subtotal
1	Product: Architectural Sign Description: - Aluminum Sign Panel painted Blue with Aluminum Lettering painted White with Back lighting	1	\$6,172.50	\$6,172.50
2	Product: Item Description: - Masonry Base for Monument Sign	1	\$37,548.00	\$37,548.00
3	Product: Sign Installation Description: - Masonry Installation Includes: All CMU, Grout, Rebar, Thin Veneers, Wall & Pier Caps included as Cast Stone. Stone to be "River Rock" from Belden Brick and Supply. - Installation of Panel Sign and Clean up. - Primary electrical connections by others after signage has been installed. • Installation terms and conditions: Work to be performed during regular business hours or a premium charge will be added. Clear access to all areas interior and/or exterior for installation. Additional trips made at clients request will be billed at client's expense. Any additional trips caused by a failure to meet appropriate conditions for installation will be at client's expense. Cancellation or change of installation date with less than 48 hours notice will result in a \$250 fee. Installation pricing does not include unknown site conditions or delays beyond Visual Entities control including change orders, work requests made onsite that are outside the original scope of work & contracting schedules.	1	\$672.00	\$672.00
4	Product: Item Description: - Solar Panel Kit for powering the Monument Sign and Installation	1	\$3,281.25	\$3,281.25
5	Product: Item Description: - Foundation for Monument Sign.	1	\$4,803.75	\$4,803.75



Visual Entities
2160 Byron Center
Grand Rapids, MI 49519
Ph: (616) 531-9367
FAX: (616) 531-9580
Web: http://www.visualentitiesinc.com

Subtotal: \$52,477.50
Taxes: \$3,108.33
Total: \$55,585.83

Payment Terms: Balance is due net 30 days after Sale Date. After 30 days, interest will accrue on unpaid balances at the rate of 1.5% per month. If, in Visual Entities' sole discretion, legal proceedings are initiated to collect any unpaid debt, Visual Entities will be entitled to collect all costs and fees (including but not limited to actual attorneys' fees) incurred in bringing or maintaining that action. Please note there will be a 4% fee for credit card payments. We accept Visa, Mastercard, Discover and American Express.

Due to the custom nature of this proposal a 50% deposit may be requested

Client Reply Request

- Estimate Accepted "As Is". Please proceed with Order.
Changes required, please contact me.

Other:
SIGN: Date: / /

To: Members of the Lake Odessa Village Council
Members of the Lake Odessa Downtown Development Authority

From: Village Manager Ben Geiger

Date: July 7, 2023

Subject: Mobile Food Vending Ordinance

The attached draft mobile food vending ordinance was drafted by the Village's attorney last month. It is now presented to you for consideration and feedback. Significant research and discussion went into developing this draft. President Banks, in working with counsel, expressed the need for an ordinance offering flexibility to the Village Council in key areas of mobile food vendor operations.

Accordingly, this draft gives significant authority to the Village Council. Specifically:

1. *Application fee amount*
2. *Number of available licenses*
3. *Permitted locations*
4. *Hours of operation*

These items, per the ordinance, would be determined by resolution. I have drafted resolution language for each item below:

Application Fees Amount

BE IT RESOLVED, THAT the Lake Odessa Village Council, pursuant to the powers granted under Article II, Section 21.22 of Code of Ordinances sets the non-refundable application fee for mobile food vending applications at **[\$##.##]** per **[FREQUENCY]**.

Number of Available Licenses

BE IT RESOLVED, THAT the Lake Odessa Village Council, pursuant to the powers granted under Article II, Section 21.19 of the Code of Ordinances, hereby authorizes the issuance of **[NUMBER]** licenses per **[FREQUENCY]** for the operation of mobile food vending units.

Permitted Locations

BE IT RESOLVED, THAT the Lake Odessa Village Council, pursuant to the powers granted under Article II, Section 21.19 of the Code of Ordinances, hereby designates the following locations as permitted locations for the operation of licensed mobile food vending units:

1. **In the Village Park, on the section of Third Avenue designed for the reversal of vehicular traffic.**
2. **In the Village Park, in or abutting the public parking lot located on Jordan Lake Street between Second Avenue and Fourth Avenue.**
3. **In street parking space(s) on the section of Fourth Avenue between Third Street and Fourth Street.**

Designated Hours

BE IT RESOLVED, THAT the Lake Odessa Village Council, pursuant to the powers granted under Article II, Section 21.19 of the Code of Ordinances, designates the hours of operation for licensed mobile food vendors to be from 8:00 a.m. until 11:00 p.m.

**VILLAGE OF LAKE ODESSA
IONIA COUNTY, MICHIGAN**

Trustee _____, supported by Trustee _____, moved for the adoption of the following ordinance:

ORDINANCE NO. 2023-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE VILLAGE OF LAKE ODESSA BY ADDING ARTICLE II, "MOBILE FOOD VENDING," TO CHAPTER 21, "PEDDLERS AND SOLICITORS," TO REGULATE MOBILE FOOD VENDING.

THE VILLAGE OF LAKE ODESSA ORDAINS:

Section 1. Addition of Article II to Chapter 21. That the Code of Ordinances of the Village of Lake Odessa, Michigan, is hereby amended by adding Article II, "Mobile Food Vending," to Chapter 21, "Peddlers and Solicitors," to read as follows:

**ARTICLE II.
MOBILE FOOD VENDING**

Sec. 21-16 - Purpose.

It is the purpose of this Article to permit the operation of Mobile Food Vending and Mobile Food Vending Units that add to the vibrancy and desirability of the Village of Lake Odessa, while providing a framework under which such businesses operate; and to protect the public health, safety, and welfare of the Village.

Sec. 21-17 - Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

License means a license issued under this Article required for Mobile Food Vending and the operation of a Mobile Food Vending Unit.

Mobile Food Vending means vending, serving, or offering for sale food and/or beverages from a Mobile Food Vending Unit which meets the definition of a food service establishment under Michigan Public Act 92 of 2000, which may include the ancillary sales of branded items consistent with the food, such as tee shirts that bear the name of the organization engaged in mobile food vending.

Mobile Food Vending Unit means any motorized or non-motorized vehicle, trailer, stand, cart, or other device designed to be portable and not permanently attached to the ground from which food is served or offered for sale.

Operate means all activities associated with the conduct of business of a Mobile Food Vending Unit, including set up and take down and hours of operation.

Vendor means any individual engaged in the business of mobile food vending; if more than one individual is operating a single stand, cart, or other means of conveyance, then “vendor” shall mean all individuals operating such single stand, cart or other means of conveyance.

Village means the Village of Lake Odessa.

Sec. 21-18 - License required; non-transferrable.

No Vendor shall engage in Mobile Food Vending without a License from the Village Manager or designee authorizing such vending. The Village Manager shall prescribe the form of such Licenses and the application for such Licenses. All Licenses shall be prominently displayed on the Mobile Food Vending Unit. A License is non-transferrable and is for a duration of one day.

Sec. 21-19 – Permitted Areas and Times of Operation.

Mobile Food Vending is permitted only in those public areas and at those times authorized by resolution of Village Council. A map of currently authorized public areas is available in the Village offices at 839 Fourth Avenue, Lake Odessa, MI 48849. The Village Council may limit the overall number of Licenses, which shall be made available on a first-come, first-serve basis.

Sec. 21-20 - Exemptions.

- (a) The owner or operator of a lawful principal use or business which is engaged in the final preparation of food for human consumption shall not be required to obtain a License in order to sell its own prepared food through the operation of a Mobile Food Vending Unit on the same parcel as the principal use or business.
- (b) A License shall not be required for any Mobile Food Vending Unit conducted under the direct supervision of any school or charitable or religious organization recognized and approved by the Internal Revenue Service upon premises owned by the school or charitable or religious organization.
- (c) A License shall not be required for the outdoor sale of products such as Girl Scout Cookies or lemonade stands or similar items sold by minors.
- (d) A License shall not be required for the owner of real property in the Village, which is not accessible to the general public, who wishes to have a Mobile Food Vending Unit on that private real property solely for the benefit of the owner and the owner’s guests.
- (e) A License shall not be required for Mobile Food Vending in conjunction with and at the invitation of any fair, festival,

community event, or farmers' market sanctioned and approved by the Village Council.

Sec. 21-21 - Application.

- (a) Vendors desiring to engage in Mobile Food Vending shall make a written application to the Village Manager or designee for a License under this Article.
- (b) Such application shall contain, at a minimum, the following requirements:
 - (1) Applicant's name, home address, phone number, and email address;
 - (2) Brief description of the nature of the business;
 - (3) Dates and hours of proposed vending operation;
 - (4) Proof of compliance with the requirements of the Ionia County Health Department;
 - (5) Information regarding plans for electrical access, wastewater disposal, and trash disposal;
 - (6) Proof of valid driver's license, current vehicle registration, comprehensive liability insurance with limits of at least \$1,000,000 combined single coverage with the Village named as an additional insured, and automobile liability insurance;
 - (7) An accurate site plan sketch with dimensions which illustrate the layout of the intended site of operation;
 - (8) Signed statement that the applicant shall indemnify and hold harmless the Village, its officers, and employees for any claims, damages, or injuries to persons or property which arise out of any activity by the applicant, its employees, or agents carried on, under or arising out of the License; and
 - (9) Affirmation that the applicant has not had a License revoked under this Article within one year immediately preceding the date of application, unless the applicant demonstrates to the satisfaction of the Village Manager or designee that the reasons for such earlier revocation no longer exist.

Sec. 21-22 - Fees.

An application for a License under this Article shall be accompanied by a fee in an amount established by resolution of the Village Council. Fees are non-refundable.

Sec. 21-23 - Other Licenses and Permits.

A License obtained under this Article shall not relieve the Vendor of the responsibility for obtaining any other permit, license, or authorization required by any other ordinance, statute, or administrative rule.

Sec. 21-24 - Requirements.

A Vendor engaging in Mobile Food Vending within the Village shall:

- (a) Provide appropriate waste receptacles at the site and promptly remove all litter, debris and other waste attributable to the Vendor.
- (b) Immobilize the Mobile Food Vending Unit while operating in the Village.
- (c) Not use any flashing, blinking, or strobe lights.
- (d) Not use loud music, amplification devices, or any other audible methods to gain attention.
- (e) Comply with all applicable ordinances, statutes, and administrative rules.
- (f) Operate only between the hours of 8:00 a.m. and 11:00 p.m.
- (g) Not represent the granting of a License under this Article as an endorsement by the Village.
- (h) Not utilize any electricity or power without the written authorization of the power customer; no power cable or similar device shall be extended at or across any Village street, sidewalk, or pathway.
- (i) Not dispose of waste generated by a Mobile Food Vending Unit into storm drains or sanitary sewer.
- (j) Not be located so as to block or impede pedestrian or vehicular movement at any public sidewalk, roadway, driveway, approach, designated fire lane, or other means of ingress/egress.
- (k) Design or operate the Mobile Food Vending Unit to avoid hazards or unsafe conditions caused by fire, electrical apparatus, or other characteristics of the operation.
- (l) Display any and all licenses granted to the Vendor by state, county, and Village authorities.

Sec. 21-25 - Signage.

- (a) Each Mobile Food Vending Unit is allowed one unattached sign. The sign shall not exceed six square feet in size. The sign shall not exceed four feet in height above the grade below the sign.
- (b) The sign shall be located within five feet of the Mobile Food Vending Unit.
- (c) The sign shall not be located in the public road right-of-way, shall not obscure the vision of motorists and pedestrians, and shall not be installed in a manner jeopardizing public safety.
- (d) The sign shall be maintained so as not to be a visual nuisance or a safety hazard. The sign shall have lettering, images, or pictures that are legible and neatly displayed. A sign with weathered, splintered, or broken boards, torn metal, or fabric or other materials in similar condition is prohibited, as is a spray painted sign.

- (e) Flashing and intermittently lighted signs and revolving signs are prohibited.

Sec. 21-26 - Enforcement.

A violation of any term or provision of this Article is a nuisance per se. Any person who violates, disobeys, omits, neglects, refuses to comply with, or resists the enforcement of any term or provision of this Article shall be responsible for a municipal civil infraction subject to enforcement procedures as set forth in Chapter 2, Article VII of the Lake Odessa Village Code.

Sec. 21-27 - Revocation.

The Village Manager or designee may revoke the license of a Mobile Food Vending Unit due to fraud, misrepresentation, a false statement contained in the application for the License, or a violation of this Article. Before the revocation, the Village Manager or designee shall give the Vendor notice of the reason for the revocation and a reasonable opportunity to respond and be heard.

Sec. 21-28 - Right of appeal.

Vendors who wish to appeal a decision of the Village Manager or designee associated with the denial or revocation of a License may petition the Village Council.

Section 2. Consolidation of Sec. 21-1 through Sec. 21-15 under a New Article I to Chapter 21. Article I, "In General," is added to Chapter 21, "Peddlers and Solicitors," of the Code of Ordinances of the Village of Lake Odessa, Michigan, and shall include Sec. 21-1 through Sec. 21-15.

Section 3. Conflict and Repeal. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 4. Effective Date. This ordinance shall take effect immediately upon its publication in a newspaper circulated within the Village.

Section 5. Publication. After its adoption, this ordinance or a summary thereof, as permitted by law, shall be published by the Village Clerk in a newspaper of general circulation in the Village.

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

ORDINANCE DECLARED ADOPTED.

Dated: June 19, 2023

Karen Banks, Village President

Kathy Forman, Village Clerk

CERTIFICATION

I, the undersigned duly appointed Village Clerk of the Village of Lake Odessa, Ionia County, Michigan, do hereby certify that the above ordinance, or a summary thereof, was published in the Lakewood News, a newspaper of general circulation in the Village, on _____, 2023, and that such ordinance was entered into the Ordinance Book of the Village on _____, 2023.

Date: June 19, 2023

Kathy Forman, Village Clerk