



Agenda

Regular Meeting of the Lake Odessa Village Council

September 18, 2023 at 7:00 PM

Page Memorial Building, 839 Fourth Avenue, Lake Odessa MI 48849

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Approval of Agenda

V. Citizen Comment on Agenda Items (Limited to 5 Minutes)

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.

VI. Minutes

Motion to approve the following:

- a. Unapproved minutes of the August 21, 2023 Village Council meeting.

VII. Bills

- a. Motion to approve payment of bills less than or equal to \$3,000.
- b. Motion to approve payment of the following bills over \$3,000:
 1. \$130,680.00 to Bell Equipment for a 2023 Bonnell Trailered Leaf Vacuum*
 2. \$3,600.00 to CivicPlus for Municode Web Premium Civic Open Subscription*
 3. \$3,071.00 to Dickinson-Wright PLLC for Professional Legal Services*
 4. \$3,084.00 to Haviland Products Company for a Chlorine Gas Cylinder*
 5. \$4,300.00 to High Point Tree Services LLC for Tree Trimming and Removal*
 6. \$3,133.46 to HomeWorks for Electricity Services*
 7. \$104,421.92 to the United States Department of Agriculture for Loan Repayment*
 8. \$26,238.75 to Visual Entities, Inc. for Construction of the Community Entrance Sign*
 9. \$12,650.00 to Walker, Fluke and Sheldon for Auditing Services*

VIII. Consent Agenda

The following consent agenda will normally be adopted without discussion; however, at the request of any council member, any item may be removed from the consent agenda for discussion.

Reports and Minutes

Motion to accept and file the following:

- a. Approved minutes of the August 14, 2023 Lake Odessa Area Arts Commission special meeting.
- b. Unapproved minutes of the August 23, 2023 Village Planning Commission special meeting.
- c. Unapproved minutes of the September 12, 2023 Downtown Development Authority meeting.

IX. Departmental Reports

X. Committee Reports

- a. Personnel
- b. Finance
- c. Parks and Recreation

XI. Presentations

- a. Dave Bee, West Michigan Regional Planning Commission

XII. Discussion Items

- a. Discussion Regarding Scheduling a Strategic Planning Session and Facility Tour

XIII. New Business

- a. Adoption of Resolution 2023-53, a Resolution Approving Expenditures for the Replacement of Windows in the Page Memorial Building
- b. Adoption of Resolution 2023-54, a Resolution Approving Expenditures for Roof Replacement at the Water Treatment Plant
- c. Adoption of Resolution 2023-55, a Resolution Regulating the Operation of Mobile Food Vending Units
- d. Adoption of Ordinance 2023-04, an Ordinance to Amend the Code of Ordinances of the Village of Lake Odessa by Amending Sections 5 and 35 of Chapter 36, "Zoning," and by adding a new Section 102, to Regulate Tattoo Parlors and Body Piercing Establishments.
- e. Adoption of Ordinance 2023-05, an Ordinance to Amend the Code of Ordinances of the Village of Lake Odessa by adding a new Article V to Chapter 32, to Regulate the Use of Golf carts on Public Roads.

XIV. Miscellaneous Correspondence

XV. Trustee Comments

XVI. Public Comment

XVII. Adjournment

VILLAGE OF LAKE ODESSA
MINUTES
REGULAR COUNCIL MEETING
AUGUST 21, 2023
PAGE MEMORIAL BUILDING
839 FOURTH AVENUE
LAKE ODESSA, MICHIGAN 48849

Meeting called to order at 7:00 pm by Village President Karen Banks.

ROLL CALL

Council present: President Karen Banks, Trustee Terri Cappon, Trustee Jennifer Hickey, Trustee Carrie Johnson, Trustee Michael Brighton, Trustee Martha Yoder

Council absent: Trustee Rob Young

Staff present: Kathy Forman, Ben Geiger, Jesse Trout

APPROVAL OF THE AGENDA

Motion by Hickey, supported by Brighton, to approve the agenda. All ayes; motion carried 6-0.

PUBLIC COMMENT ON AGENDA ITEMS

1. Heidi Reed asked that the council consider the Jordan Lake Trail as a possible non-profit organization to distribute the Car Show Funds to.

MINUTES

Motion by Johnson, supported by Cappon, to approve the minutes from the July 17, 2023 regular meeting. All ayes; motion carried 6-0.

BILLS

Motion by Yoder, supported by Cappon, to approve expenditures equal to or less than \$3,000.00 for the period 7/1/2023 through 7/30/2023. All ayes; motion carried 6-0.

Motion by Cappon, supported by Brighton to approve the bills in excess of \$3,000 as submitted. All ayes; motion carried 6-0.

CONSENT AGENDA

- a) Approved minutes of the May 23, 2023 Lakewood Wastewater Authority meeting.
- b) Approved minutes of the July 10, 2023 Lake Odessa Area Arts Commission meeting.
- c) Unapproved minutes of the July 24, 2023 Lake Odessa Planning Commission meeting.
- d) Approved minutes of the July 29, 2023 Lake Odessa Area Arts Commission special meeting.

Motion by Yoder, supported by Hickey, to approve the consent agenda. All ayes; motion carried, 6-0.

DEPARTMENTAL REPORTS

Manager: Report submitted.
Clerk/Treasurer: Report submitted.
Police: Report submitted.
Public Works: Report submitted.
Planning and Zoning: Report submitted.

COMMITTEE REPORTS:

Personnel Committee: No report.

Finance Committee: No report.

Parks & Recreation Committee: No report.

PRESENTATIONS

- a) Dave DeHaan, Walker, Fluke and Sheldon, PLC – reported on the 2022-23 FY Village Audit. Stated report was clean. Thanked the staff for their work in assisting with the audit.

DISCUSSION ITEMS

- a) Discussed replacement of the Municipal Beach Pavilion. The idea of an open-air pavilion was suggested.
- b) Discussed the Village Manger Work List and Evaluation Form. Each task on the work list was assigned a time frame. Council members should bring their thoughts about changes for the Evaluation Form to the 9/18/23 council meeting.

NEW BUSINESS

- a) Proposed Resolution 2023-46: Approving and ratifying the Village President's appointment of Ty Nurenburg to the Lake Odessa Area Arts Commission.

Motion by Yoder, supported by Cappon, to approve proposed Resolution 2023-46. Banks called for a roll call vote. Yes: Yoder, Cappon, Brighton, Hickey, Johnson, Banks; No: None; Absent: Young; Abstain: None. Motion passed, 6-0.

- b) Proposed Resolution 2023-47: Approving and ratifying the Village President's appointment of Ben DeJong to the Lake Odessa Downtown Development Authority.

Motion by Cappon, supported by Hickey, to approve proposed Resolution 2023-47. Banks called for a roll call vote. Yes: Cappon, Hickey, Brighton, Johnson, Yoder, Banks; No: None; Absent: Young; Abstain: None. Motion passed, 6-0.

- c) Proposed Resolution 2023-48: Approving the annual support of the Ionia County Economic Alliance (ICEA) in the amount of \$2,000.

Motion by Johnson, supported by Cappon, to approve proposed Resolution 2023-48. Banks called for a roll call vote. Yes: Johnson, Cappon, Brighton, Hickey, Yoder, Banks; No: None; Absent: Young; Abstain: None. Motion passed, 6-0.

- d) Proposed Resolution 2023-49: Consenting to inclusion of the Village of Lake Odessa in the Ionia County Brownfield Redevelopment Authority.

Motion by Yoder, supported by Brighton, to approve proposed Resolution 2023-49. Banks called for a roll call vote. Yes: Yoder, Brighton, Cappon, Hickey, Johnson, Banks; No: None; Absent: Young; Abstain: None. Motion passed, 6-0.

- e) Proposed Resolution 2023-50: Approving Michigan Department of Transportation Contract 23-5314 and authorizing signatories.

Motion by Johnson, supported by Hickey, to approve proposed Resolution 2023-50. Banks called for a roll call vote. Yes: Johnson, Hickey, Brighton, Cappon, Yoder, Banks; No: None; Absent: Young; Abstain: None. Motion passed, 6-0.

f) Proposed Resolution 2023-51: Approving an agreement with Dixon Engineering for professional services at the Bonanza Road Water Filtration Plant.

Motion by Brighton, supported by Cappon, to approve proposed Resolution 2023-51. Banks called for a roll call vote. Yes: Brighton, Cappon, Hickey, Johnson, Yoder, Banks; No: None; Absent: Young; Abstain: None. Motion passed, 6-0.

g) Proposed Ordinance 2023-03: An Ordinance regulating the operation of Mobile Food Vending units.

Motion by Yoder, supported by Hickey, to approve proposed Ordinance 2023-03. Banks called for a roll call vote. Yes: Yoder, Hickey, Brighton, Cappon, Johnson, Banks; No: None; Absent: Young; Abstain: None. Motion passed, 6-0.

h) Proposed Resolution 2023-52: Regulating the operation of Mobile Food Vending units.

Motion by Hickey, supported by Cappon, to approve proposed Resolution 2023-52 with the addition of paragraph 5 as recommended by legal counsel. Banks called for a roll call vote. Yes: Hickey, Cappon, Brighton, Johnson, Yoder, Banks; No: None; Absent: Young; Abstain: None. Motion passed, 6-0.

MISCELLANEOUS CORRESPONDENCE

a) None

TRUSTEE COMMENTS

Banks – Thanked all village employees and volunteers who helped with Art in the Park.

Brighton – No comment.

Cappon – No comment.

Hickey – No comment.

Johnson – No comment.

Yoder – No comment.

PUBLIC COMMENT

None

ADJOURNMENT

Motion by Hickey, supported by Cappon, to adjourn the meeting. All ayes: motion carried 6-0.
Meeting adjourned at 8:37 pm.

Respectfully submitted,
Kathy S. Forman
Village Clerk / Treasurer

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank ARTS					
08/04/2023	ARTS	3321	CARELINC	CARELINC MEDICAL EQUIPMENT & SUPPLY	40.00
08/04/2023	ARTS	3322	J-AD	J-AD GRAPHICS	1,700.00
08/04/2023	ARTS	3323	KAREN	KAREN BANKS	131.71
08/04/2023	ARTS	3324	MENARD	MENARDS-IONIA	21.41
08/04/2023	ARTS	3325	MISC	AMBER RICE	103.95
08/04/2023	ARTS	3326	SEAM	SEAM	23.00
08/11/2023	ARTS	3327	CARL'S	CARL'S SUPERMARKET	78.15
08/11/2023	ARTS	3328	KAREN	KAREN BANKS	107.80
08/11/2023	ARTS	3329	LAKEWOOD	LAKEWOOD NEWS	387.00
08/11/2023	ARTS	3330	LOWELL	BUYERS GUIDE	139.92
08/11/2023	ARTS	3331	MEYER'S	MEYERS' HOMETOWN BAKERY	231.32
08/11/2023	ARTS	3332	MI FARM	MFB, INC.	43.81
08/11/2023	ARTS	3333	TRUE	VILLAGE TRUE VALUE LUMBER	34.46
08/17/2023	ARTS	3334	KAREN	KAREN BANKS	37.96
08/17/2023	ARTS	3335	MISC	KOOL BREEZE, LLC	10.00
08/24/2023	ARTS	3336	VERIZON	VERIZON WIRELESS	43.53
08/31/2023	ARTS	3337	WALKER	WALKER, FLUKE & SHELDON, PLC	126.50
ARTS TOTALS:					
Total of 17 Checks:					3,260.52
Less 0 Void Checks:					0.00
Total of 17 Disbursements:					3,260.52
Bank DDA 6015 DOWNTOWN DEVELOPMENT AUTHORITY					
08/31/2023	DDA	1226	WALKER	WALKER, FLUKE & SHELDON, PLC	126.50
08/31/2023	DDA	1227	VISUAL	VISUAL ENTITIES	26,238.75
DDA TOTALS:					
Total of 2 Checks:					26,365.25
Less 0 Void Checks:					0.00
Total of 2 Disbursements:					26,365.25
Bank GEN 1447 GENERAL FUND					
08/04/2023	GEN	42540	AMAZON	AMAZON CAPITAL SERVICES, INC.	229.61
08/04/2023	GEN	42541	BELL	BELL EQUIPMENT COMPANY	130,680.00
08/04/2023	GEN	42542	CALEDONIA	CALEDONIA FARMERS ELEVATOR	237.00
08/04/2023	GEN	42543	CONRADs	CONRADs QUICK LUBE	100.00
08/04/2023	GEN	42544	CONSUMERS	CONSUMERS ENERGY	4,547.73
08/04/2023	GEN	42545	INTERSTATE	INTERSTATE BILLING SERVICE, INC	270.00
08/04/2023	GEN	42546	KDP	KDP RETIREMENT PLAN SVCS, INC	137.50
08/04/2023	GEN	42547	MENARD	MENARDS-IONIA	66.27
08/04/2023	GEN	42548	NAPA	MOTOR PARTS AND EQUIPMENT COMPANY	245.94
08/04/2023	GEN	42549	TRUE	VILLAGE TRUE VALUE LUMBER	26.97
08/04/2023	GEN	42550	VERIZON	VERIZON WIRELESS	151.39
08/04/2023	GEN	42551	WEX	WEX BANK	1,090.24
08/11/2023	GEN	42552	CARDMEMBER	ELAN FINANCIAL SERVICES	1,616.96
08/11/2023	GEN	42553	CONSUMERS	CONSUMERS ENERGY	210.62
08/11/2023	GEN	42554	DICKINSON	DICKINSON WRIGHT PLLC	3,367.00
08/11/2023	GEN	42555	GRANGER	GRANGER	66.96
08/11/2023	GEN	42556	MUNETRIX	MUNETRIX	2,705.00
08/17/2023	GEN	42557	BCN	BLUE CARE NETWORK	1,149.55
08/17/2023	GEN	42558	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	75.06
08/17/2023	GEN	42559	CONSUMERS	CONSUMERS ENERGY	503.02
08/17/2023	GEN	42560	MENARD	MENARDS-IONIA	119.88
08/17/2023	GEN	42561	MISC	RENTON JOLING	12.11
08/17/2023	GEN	42562	MISC	RENTON JOLING	21.74
08/17/2023	GEN	42563	MISC	RENTON JOLING	12.11
08/17/2023	GEN	42564	SBAM PLAN	SBIS	414.60
08/17/2023	GEN	42565	WOW	WOW! BUSINESS	121.00
08/24/2023	GEN	42566	AMAZON	AMAZON CAPITAL SERVICES, INC.	152.88
08/24/2023	GEN	42567	CONRADs	CONRADs QUICK LUBE	100.32
08/24/2023	GEN	42568	MSP	MICHIGAN STATE POLICE	66.00
08/24/2023	GEN	42569	NYE	NYE UNIFORM	337.40
08/24/2023	GEN	42570	VERIZON	VERIZON WIRELESS	289.92
08/24/2023	GEN	42571	WOW	WOW! BUSINESS	101.25
08/31/2023	GEN	27(S)	CMP DISTRI	CMP DISTRIBUTORS, INC	0.00 V
08/31/2023	GEN	42572	ADT	ADT COMMERCIAL	63.74
08/31/2023	GEN	42573	CIVICPLUS	CIVICPLUS LLC	3,600.00
08/31/2023	GEN	42574	MILLER	MILLER JOHNSON	376.75
08/31/2023	GEN	42575	S & K	S & K PRINTING	66.55
08/31/2023	GEN	42576	WALKER	WALKER, FLUKE & SHELDON, PLC	5,692.50
08/31/2023	GEN	42577	WOW	WOW! BUSINESS	145.96

Check Date	Bank	Check	Vendor	Vendor Name	Amount	
GEN TOTALS:						
Total of 39 Checks:					159,171.53	
Less 1 Void Checks:					0.00	
Total of 38 Disbursements:					159,171.53	
Bank HWY 6659 GENERAL HWY						
08/17/2023	HWY	2119	BCN	BLUE CARE NETWORK	44.50	V
08/17/2023	HWY	2120	HSV	HSV REDI-MIX	1,464.75	V
08/17/2023	HWY	2121	SBAM PLAN	SBIS	76.87	V
08/17/2023	HWY	2122	BCN	BLUE CARE NETWORK	44.50	
08/17/2023	HWY	2123	HSV	HSV REDI-MIX	1,464.75	
08/17/2023	HWY	2124	SBAM PLAN	SBIS	76.87	
08/24/2023	HWY	2125	HSV	HSV REDI-MIX	1,519.13	
08/31/2023	HWY	2126	HSV	HSV REDI-MIX	2,817.50	
08/31/2023	HWY	2127	WALKER	WALKER, FLUKE & SHELDON, PLC	1,265.00	
HWY TOTALS:						
Total of 9 Checks:					8,773.87	
Less 3 Void Checks:					1,586.12	
Total of 6 Disbursements:					7,187.75	
Bank LOC 6646 LOCAL STREETS						
08/17/2023	LOC	2382	BCN	BLUE CARE NETWORK	7.74	
08/17/2023	LOC	2383	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	12.10	
08/17/2023	LOC	2384	SBAM PLAN	SBIS	11.29	
08/24/2023	LOC	2385	HIGH POINT	HIGH POINTE TREE SERVICE	3,050.00	
08/31/2023	LOC	2386	WALKER	WALKER, FLUKE & SHELDON, PLC	885.50	
LOC TOTALS:						
Total of 5 Checks:					3,966.63	
Less 0 Void Checks:					0.00	
Total of 5 Disbursements:					3,966.63	
Bank MAJ 6633 MAJOR STREETS						
08/17/2023	MAJ	2456	BCN	BLUE CARE NETWORK	19.34	
08/17/2023	MAJ	2457	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	7.56	
08/17/2023	MAJ	2458	SBAM PLAN	SBIS	11.79	
08/24/2023	MAJ	2459	HIGH POINT	HIGH POINTE TREE SERVICE	1,250.00	
08/31/2023	MAJ	2460	WALKER	WALKER, FLUKE & SHELDON, PLC	1,265.00	
MAJ TOTALS:						
Total of 5 Checks:					2,553.69	
Less 0 Void Checks:					0.00	
Total of 5 Disbursements:					2,553.69	
Bank WATER 6620 WATER						
08/04/2023	WATER	5748	BADGER	BADGER METER	792.10	
08/04/2023	WATER	5749	HAVILAND	HAVILAND	4,151.00	
08/04/2023	WATER	5750	KDP	KDP RETIREMENT PLAN SVCS, INC	137.50	
08/04/2023	WATER	5751	TRICOU	HOMEWORKS	3,133.46	
08/04/2023	WATER	5752	VERIZON	VERIZON WIRELESS	36.30	
08/04/2023	WATER	5753	WEX	WEX BANK	209.96	
08/11/2023	WATER	5754	AT&T	AT&T	108.87	
08/11/2023	WATER	5755	CONSUMERS	CONSUMERS ENERGY	493.10	
08/11/2023	WATER	5756	SMITHWELD	SMITH WELDING & REPAIR	80.00	
08/17/2023	WATER	5757	BCN	BLUE CARE NETWORK	3,509.59	
08/17/2023	WATER	5758	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	196.41	
08/17/2023	WATER	5759	CONSUMERS	CONSUMERS ENERGY	223.08	V
08/17/2023	WATER	5760	IONIA CITY	CITY OF IONIA	44.00	
08/17/2023	WATER	5761	SBAM PLAN	SBIS	303.06	
08/17/2023	WATER	5762	CONSUMERS	CONSUMERS ENERGY	222.58	
08/24/2023	WATER	5763	SLC	SLC METER, LLC	3,139.09	
08/24/2023	WATER	5764	VERIZON	VERIZON WIRELESS	130.59	
08/24/2023	WATER	5765	WOLV POWER	WOLVERINE POWER SYSTEMS	1,603.35	
08/31/2023	WATER	5766	SLC	SLC METER, LLC	103.09	
08/31/2023	WATER	5767	WALKER	WALKER, FLUKE & SHELDON, PLC	3,289.00	
08/31/2023	WATER	5768	WOW	WOW! BUSINESS	72.99	
WATER TOTALS:						

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Total of 21 Checks:					21,979.12
Less 1 Void Checks:					223.08
Total of 20 Disbursements:					21,756.04

Bank WBOND 8194 WATER BOND REDEMPTION

08/01/2023	WBOND	8 (E)	RURAL DEV	UNITED STATES OF AMERICA	104,421.92
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WBOND TOTALS:

Total of 1 Checks:					104,421.92
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					104,421.92

REPORT TOTALS:

Total of 99 Checks:					330,492.53
Less 5 Void Checks:					1,809.20
Total of 94 Disbursements:					328,683.33



78 Northpointe Dr.
Lake Orion, MI 48359
(248) 370-0000
Fax: (248) 370-0011

PLEASE REMIT TO:

Bell Equipment Co.
1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Ship To: VILLAGE OF LAKE ODESSA
1204 JORDON LAKE ST
ODESSA, MI 48849

Invoice To: VILLAGE OF LAKE ODESSA
PAGE MEMORIAL BUILDING
839 4TH AVE.
LAKE ODESSA MI 48849

Branch 13 - LAKE ORION MI *REPRINT*		
Date 07/31/2023	Time 10:21:26 (O)	Page 1
Account No LAKEO002	Phone No 6163747110	Inv No 01 E00355
Ship Via Best Available		Purchase Order JESSE TROUT
Tax ID No		
STEVE CLELLAND		Salesperson 382

EQUIPMENT INVOICE

Description	Amount
Stock #: C042671 Serial #: 22PD943358 New 2023 BN OLYMPIAN BONNELL OLYMPIAN OLYMPIAN LEAF PRO PLUS / 23 YD Body Options Included: Tool Rack, Directional Light Bar, Clean-Out Door	130680.00

Subtotal: 130680.00
Total (TOTAL DUE): 130680.00

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL
Thank you for the business!

ST
101-441-970.001

X

Received By

Date

VisitUsOnline
www.bellequip.com



Invoice PAST DUE

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#262769

7/1/2023

PO #

Bill To

Lake Odessa Michigan
839 4th Avenue
Lake Odessa MI 48849-1077

TOTAL DUE

\$3,600.00

Due Date: 7/31/2023

Terms
Net 30

Due Date
7/31/2023

PO #

Approving Authority

Qty	Item	Start Date	End Date
1	Municode Web Premium Civic Open Subscription0	7/1/2023	6/30/2024

Total \$3,600.00

Due \$3,600.00

101-101-880.000

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name

JPMorgan Chase

Account Name

CivicPlus LLC

Account Number

910320636

Routing Number

021000021

IN ACCOUNT WITH

DICKINSON WRIGHT PLLC

200 OTTAWA AVENUE, N.W., SUITE 1000
GRAND RAPIDS, MI 49503-2427
TELEPHONE: (616) 458-1300
<http://www.dickinsonwright.com>
FEDERAL I.D. #38-1364333

INVOICE DATE: JULY 14, 2023
INVOICE NO.: 1826153

VILLAGE OF LAKE ODESSA
839 FOURTH AVENUE
LAKE ODESSA, MI 48849

ATTN: PATRICK REAGAN, MANAGER

CLIENT/MATTER NO.: 057662-00001

RE. GENERAL -- MUNICIPAL

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JUNE 30, 2023

USD

TOTAL FEES CURRENT INVOICE \$ 3,071.00

TOTAL CURRENT INVOICE \$ 3,071.00

101-101-805.000 1842.60
101-172-805.000 1228.40

Remittance Instructions			
Terms: Due and Payable Upon Receipt			
Mail To:	Pay Online:	Wire Instructions:	ACH Instructions:
Dickinson Wright PLLC 2600 W. Big Beaver Suite 300 Troy, MI 48084	Credit Card and ACH/eCheck Payments We accept Visa®, Mastercard®, American Express® and Discover® https://www.dickinson-wright.com/invoice-payment	JP Morgan Chase Bank N.A. 28660 Northwestern Highway Southfield, MI 48034 ABA Number: 021 000 021 Swift Code: CHASUS33 (International) Account# 38852	JP Morgan Chase Bank N.A. 28660 Northwestern Highway Southfield, MI 48034 ABA Number: 072 000 326 Account# 38852

(Please reference your client/invoice numbers when paying electronically)

GENERAL -- MUNICIPAL
 CLIENT/MATTER NO.:057662-00001

 INVOICE DATE: JULY 14, 2023
 INVOICE NO.: 1826153
 PAGE 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>SERVICES</u>	<u>HOURS/RATE</u>	<u>VALUE</u>
05/26/23	Communications with R. Shannon re remedies for dangerous building and tax sale issues.		
	Of Counsel RW	0.3 @ 185.00	55.50
06/05/23	E-mail correspondence with B. Geiger concerning food truck licensing issue; review previous regulatory ordinances.		
	Associate JAW	0.5 @ 185.00	92.50
06/05/23	Review file/materials regarding mobile food truck ordinance.		
	Member RAB	0.3 @ 185.00	55.50
06/06/23	Receive and review memorandum and related materials from B. Geiger concerning food truck regulation and related issues.		
	Associate JAW	1.1 @ 185.00	203.50
06/06/23	Consultation regarding matter with Attorney J. Weiss regarding food truck matters.		
	Member RAB	0.2 @ 185.00	37.00
06/07/23	Prepare for and participate in phone call with client concerning food truck regulation and related issues; related e-mail correspondence concerning same.		
	Associate JAW	1.6 @ 185.00	296.00
06/08/23	Consult with Atty. Bultje concerning tattoo/piercing zoning ordinance language;		
	Associate JAW	0.3 @ 185.00	55.50
06/08/23	Review file/materials regarding regulation of tattoo parlors.		
	Member RAB	0.2 @ 185.00	37.00
06/08/23	Review file/materials regarding food truck regulation.		
	Member RAB	0.2 @ 185.00	37.00
06/09/23	Review correspondence from B. Geiger concerning food trucks location and inquiry related to auditor request for closed session materials; review Open Meetings Act statute and consult with R. Bultje concerning auditor's request.		
	Associate JAW	0.5 @ 185.00	92.50
06/10/23	Correspondence to Attorney Weiss regarding audit process. Review correspondence from Manager.		
	Member RAB	0.2 @ 185.00	37.00
06/15/23	Draft/revise food truck ordinance; send proposed ordinance to client.		
	Associate JAW	2.6 @ 185.00	481.00
06/15/23	Reviewed, revised, and proofed ordinance re: mobile food vendors. Correspondence with JAW re: same. Sent clean and redlined version.		
	Associate APL	0.6 @ 185.00	111.00

GENERAL -- MUNICIPAL
 CLIENT/MATTER NO.:057662-00001

INVOICE DATE: JULY 14, 2023
 INVOICE NO.: 1826153
 PAGE 3

<u>DATE</u>	<u>SERVICES</u>	<u>HOURS/RATE</u>	<u>VALUE</u>
06/15/23	Phone call with JAW re: drafting mobile food truck ordinance. Reviewed Rogers City and Robinson ordinance examples. Drafted ordinance to regulate mobile vender units in the Village. Sent to JAW for review with notes.		
	Associate APL	1.7 @ 185.00	314.50
06/19/23	Attend to issue relating to budget typographical error.		
	Associate JAW	0.3 @ 185.00	55.50
06/19/23	Telephone consultation with Attorney Weiss regarding correction of inaccurate budget resolution.		
	Member RAB	0.2 @ 185.00	37.00
06/21/23	E-mail correspondence with B. Geiger concerning tattoo parlors and piercing establishments; review zoning code; review proposed amendments.		
	Associate JAW	1.1 @ 185.00	203.50
06/27/23	Review Zoning Ordinance; draft/revise proposed ordinance to regulate piercing establishments and tattoo parlors.		
	Associate JAW	2.4 @ 185.00	444.00
06/30/23	Finalize draft zoning ordinance amendment; correspondence with B. Geiger concerning proposed ordinance, points of emphasis, and provide redline to existing ordinance..		
	Associate JAW	2.3 @ 185.00	425.50
TOTAL FEES		16.6	\$ 3,071.00
TOTAL CURRENT INVOICE			\$ <u>3,071.00</u>

Payment Terms:

Net 30 Days

421 Ann St. N.W.
Grand Rapids, MI 49504Phone: 800 456-1134
Fax: 616 361-9772
www.havilandusa.com

DATE

07/24/2023

ORDER NO.

415720

Order Acknowledgment

S LAKE ODESSA, VILLAGE OF
O 839 FOURTH AVE.
L LAKE ODESSA, MI 48849-
D USAS WATER TREATMENT FACILITY
H 2367 BONANZA ROAD
I LAKE ODESSA, MI 48849-
P USAT
OT
O

CUST NO.	SALES ID	OPERATOR	REQUISITION NO.	SHIP TO ID	PO NUMBER	ORDER TYPE
1069077	HP023	amandac		111	VERBAL JESSE	Direct
DELIVERY DATE	SHIP VIA	FREIGHT TERMS			F.O.B. REMARK	
7/27/2023	Vendor Truck	Delivered			Destination	
QUANTITY ORDERED	PACKAGING	DESCRIPTION	ST	UNITS	PRICE/UNIT	EXTENDED PRICE
8	150.00 lb CL150	Chlorine Gas Cylinder H005706-CL150 Whs: HD-Dir Lot: N/A	*	1,200.00	2.5700/lb	3,084.00

THIS SALE IS SUBJECT TO THE HAVILAND ENTERPRISES, INC. TERMS AND CONDITIONS OF SALE TO CUSTOMERS, AVAILABLE AT https://havilandusa.nyc3.digitaloceanspaces.com/staging/Haviland_Buyer_Customer_Terms_and_Conditions_2021-03-24-164202_mtpb.pdf WHICH ARE BY THIS REFERENCE HEREBY INCORPORATED HEREIN. A SEPARATE HARD COPY WILL BE PROVIDED UPON REQUEST. EXECUTION OF THE TERMS OF THIS SALE IS A SPECIFIC REPRESENTATION THAT THE CUSTOMER HAS READ, UNDERSTOOD AND AGREED TO THE REFERENCED TERMS.

TOTAL:

3,084.00

JT
591-536-732

High Pointe Tree Service LLC

1800 Maple Grove Road
Hastings, MI 49058
Phone: (269) 838-0601
highpointep@gmail.com

DATE 8/11/23

ST
203-449-801 - \$3,050
202-449-801 - \$1,250

TO Village of Lake Odessa
839 Fourth Ave
LAKE ODessa, MI 48849

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Mumma, Eric	tree work	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	737 5th Ave trim		250.00
	729 5th Ave trim		250.00
	737 5th Ave Remove		400.00
	709 10th Ave Remove		450.00
	809 10th Ave Remove		800.00
	1011 10th Remove		800.00
	11015 HARRISON Remove tree, remove fix wood		450.00
	14012 & 14013 Remove 2 Small		450.00
	1408 FLA Remove		450.00

SUBTOTAL	
SALES TAX	
TOTAL	4,300.00

We are not responsible for property damage.

Prepared by: Mumma, Eric

To accept this, sign here: _____

THANK YOU FOR YOUR BUSINESS!



Tri-County Electric Cooperative
7973 E. Grand River Ave.
Portland, MI 48875-9717

Emergency: 1-800-848-9333
Billing: 1-800-562-8232
Payments: 1-877-999-3395

Portland Office
7973 E. Grand River Ave.
Portland MI 48875

Blanchard Office
3681 Costabella Ave.
Blanchard MI 49310
www.homeworks.org

618 1 AV 0.498
VILLAGE OF LAKE ODESSA
839 4TH AVE
LAKE ODESSA MI 48849-1001

5 618
C-2

Account Number	2043600
Rate	CMLP5
Current Due Date	08/16/2023
Bill Date	07/24/2023
Days Billed	30
Meter Number	56587
kWh per Day Last Year	807
kWh per Day This Year	716

Account Status	
Previous Balance 06/24/23	\$3,105.42
Payment Received 07/03/23	-\$3,105.42
Balance Forward	\$0.00
Current Charges	\$3,133.46
Total Amount Due 08/16/23	\$3,133.46



591-536-920.000

SERVICE ADDRESS:		2367 BONANZA RD #5				POLE #:	OD392X7M		BOARD/DIST:	D02					
Billing Period 06/14/2023 TO 07/14/2023	METER READINGS				MULTIPLIER	ENERGY USED	ENERGY UNIT	RATE PER UNIT	CHARGE						
	BEGIN	TYPE	END	TYPE											
	PEAK	565102	REG	568647						REG	1	3545	KWH	0.07400	\$262.33
	INTERMEDIATE	216707	REG	223526						REG	1	6819	KWH	0.07400	\$504.61
	OFF PEAK	850865	REG	861795						REG	1	11130	KWH	0.07400	\$823.62
POWER SUPPLY COST RECOVERY						21494		0.00856	\$183.99						
PEAK KW						88.300	KW	14.00000	\$1,236.20						
AVAILABILITY CHARGE										\$98.00					
MICHIGAN LOW INCOME ENERGY FUND										\$0.90					
MICHIGAN ENERGY OPTIMIZATION SURCHARGE										\$23.81					
TOTAL CURRENT CHARGES WITHOUT OPERATION ROUND UP										\$3,133.46					
TOTAL AMOUNT										\$3,133.46					

Kathy Forman

From: SM.RD.MIGRANDPAW.CP <SM.RD.MIGRANDPAW.CP@usda.gov>
Sent: Friday, June 30, 2023 12:37 PM
To: Manager; Kathy Forman
Subject: Lake Odessa, Village of - August Payment Reminder

Importance: High



Village of Lake Odessa
839 Fourth Avenue
Lake Odessa, MI 48849

RE: Notice of Payment Due

Dear Borrower:

The following payment is due **August 1, 2023**:

Loan	Principal	Interest	Total
91-04	\$71,000.00	\$33,421.92	\$104,421.92

TOTAL DUE: \$104,421.92

As part of the Preauthorized Debit (PAD) process, this amount will be automatically deducted from your account on the due date. Please be sure this amount is in the proper bank account.

Extra principal payments are now being withdrawn electronically. If you wish to request an extra principal payment, please send us an email.

If you have any questions, please contact our office at (616) 942-4111 ext. 6 or email us at sm.rd.migrandpaw.cp@usda.gov.

Thanks,
Community Programs

Grand Rapids Area Office, Rural Development
United States Department of Agriculture
3200 Eagle Park Drive NE, Suite 100 B
Grand Rapids, MI 49525
Office: (616) 942-4111 ext. 6 | Fax: (855)729-8874
TDD: 711
www.rd.usda.gov

"Together, America Prospers"

Stay Connected with USDA:



USDA is an equal opportunity provider, employer and lender.



[Sign Up for Michigan USDA Rural Development Email Updates](#)

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.



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

Invoice #: C5847

Customer #: 2263

Order Created: 8/3/2023 2:30:00PM

PO #: 2200254

Page 1 of 2

Order Date: 8/3/2023 2:30:00PM

Account No.: 2263

Billed To: Village of Lake Odessa
Contact: Ben Geiger, Village Manager
Address: 839 Fourth Avenue
Lake Odessa, MI 48849

Email: bgeiger@lakeodessa.org
Office Phone: (616) 374-7110

Created Date: 8/3/2023 2:30:00PM
Salesperson: Dave Maul
Email: dmaul@visualentitiesinc.com
Office Phone: (616) 531-9367
Office Fax:

Description: Lake Odessa Community Entrance Sign

		Quantity	Unit Price	Subtotal	% Compl	Due
1	Product: Architectural Sign	1.00	\$6,172.50	\$6,172.50	50.00%	\$3,086.25
	Description: - Aluminum Sign Panel painted Blue with Aluminum Lettering painted White with Back lighting					
2	Product: Item	1.00	\$37,548.00	\$37,548.00	50.00%	\$18,774.00
	Description: - Masonry Base for Monument Sign					
3	Product: Sign Installation	1.00	\$672.00	\$672.00	50.00%	\$336.00
	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.					
4	Product: Item	1.00	\$3,281.25	\$3,281.25	50.00%	\$1,640.63
	Description: - Solar Panel Kit for powering the Monument Sign and Installation					
5	Product: Item	1.00	\$4,803.75	\$4,803.75	50.00%	\$2,401.88
	Description: - Foundation for Monument Sign.					

248-275-967.000

Approved
to pay
(BG)



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

Invoice #: C5847

Customer #: 2263

Order Created: 8/3/2023 2:30:00PM

PO #: 2200254

page 2 of 2

Notes | Converted from Estimate #7778

Order Subtotal : \$52,477.50
Total Taxes: \$0.00
Total: \$52,477.50
Order Balance : \$52,477.50

Partial Bill Subtotal: \$26,238.75
Taxes: \$0.00
Total: \$26,238.75
Partial Bill Balance Due : \$26,238.75

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

Print Date: 8/31/2023

Architectural / Custom Signs & Design

101-101-806.000 45% 5,192.50
 202-449-806.000 10% 1,265.00
 203-449-806.000 7% 885.50
 204-446-806.000 10% 1,265.00
 248-275-806.000 1% 126.50
 290-752-806.000 1% 126.50
 591-536-806.000 26% 3,289.00



WALKER, FLUKE & SHELDON, PLC

CERTIFIED PUBLIC ACCOUNTANTS

Building Trust, Delivering Integrity, One Handshake at a Time.

Village of Lake Odessa
 839 Fourth Avenue
 Lake Odessa, MI 48849

Office - 1

Invoice: 2000219567

Date: 08/23/2023

Due Date: 09/22/2023

For professional services rendered as follows:

Audit of the financial statements for the fiscal year ended February 28, 2023.	10,500.00
--	-----------

Audit testing procedures and reporting for the DDA fiscal year ended February 28, 2023.	1,500.00
---	----------

Preparation of the F-65 and Act 51 report to the State of Michigan for the fiscal year ended February 28, 2023.	650.00
---	--------

Consulting and bookkeeping assistance during the audit of the financial statements for the fiscal year ended February 28, 2023, including recording accounts payable, adjusting receivables, adjusting taxes, recording and maintaining depreciation schedules, reclassifying debt payments, reclassifying capital outlay, and other miscellaneous adjustments.	750.00
---	--------

Courtesy Discount	(750.00)
-------------------	----------

Billed Time & Expenses	\$12,650.00
------------------------	-------------

Invoice Total	\$12,650.00
---------------	-------------

*Past due balance (30 days after due date) will be charged
 a 1.25% finance charge per month.*

MINUTES

Lake Odessa Area Arts Commission

Special Meeting

Monday, August 14, 2023

Page Memorial Building

Lake Odessa, Michigan

1. **Call to Order / Roll Call:** Chair Hermes called the meeting to order at 7:06 p.m.
Present: Hermes, Banks, Baker, Mattson, Rice
Absent: Johnson
Visitors: Ty Nurenberg
Staff: None
2. **Agenda:** Motion by Banks, with support from Hermes, to approve agenda as presented. All ayes; motion carried.
3. **Public Comment:** Ty Nurenberg expressed interest in serving as a student representative on the Arts Commission.
4. **Finance Report:**
 - a. Revenue/Expense Report for July 2023 was reviewed. Checking account balance as of 7/31/23 is \$36,247.68.
 - b. Accounts Payable:
 - 1) Motion by Hermes, support by Mattson, to approve accounts payable for period of 7/1/23 to 7/31/23 totaling \$3,905.85. All ayes; motion carried.
 - 2) Expenses incurred for period 8/1/23 to current date were reviewed, as follows:

CareLinc Medical Equipment	Rental of 2 wheelchairs	40.00
J-Ad Graphics	1,700 Visitor Guides	1,700.00
Karen Banks	4 cases bottled water, 2 cases Capri Sun	36.74
Menard's	1 40-ct. box 55-gal drum liners, Ant spray	21.41
Amber Rice	Kids' Zone supplies (seeds, seed packets)	103.95
SEAM	2 XXXL volunteer shirts	23.00
Carl's Market	Bottled water and ice	78.15
Karen Banks	Rental of 5' x 8' U-Haul trailer	107.80
Lakewood News	1/2-pg. display ad	387.00
Buyer's Guide	1/4-pg. display ad	139.92

Meyers' Hometown Bakery	10 doz. donut holes, 12 doz. cake donuts	231.32
MFB, Inc.	2 wheelchair check-out signs	43.81
Village True Value Lumber	Cable ties, wasp spray	34.46
Karen Banks	4 storage totes	37.96
Kool Breeze	Refund of electricity fee	<u>10.00</u>
	TOTAL:	2,995.52

Motion by Mattson, support by Hermes, to approve 8/1/23 to 8/14/23 accounts payable totaling \$2,995.52. All ayes; motion carried.

- 3) Banks requested that procedure for processing invoices be changed to more easily track invoices. Discussion followed. Consensus was that all invoices, with the exception of the recurring Verizon invoice, will first be approved by the LOAAC before submission to the Village Clerk/Treasurer for payment.

5. Action Items:

- a. 2023 Artist/Artisan Referral Rebates: Tabled until September meeting.
- b. 2023 AITP Recap:
 - 1) Tabulated visitor comments were reviewed.
 - 2) Early Tear-Down: Discussion was held re: early tear-down by some exhibitors. Consensus was that all exhibitors, including non-profits and sponsors, need to be made aware of the show rules prohibiting early tear-down. Motion by Banks, support by Mattson, that permission to leave early must first be approved by a minimum of two board members, and that discussion will be held out of earshot of exhibitors and visitors. All ayes; motion carried.
 - 3) Volunteers: Hermes suggested that all board members have a copy of the volunteer schedule at all times during AITP. Also discussed need for more volunteers next year, esp. during critical load-in, load-out and tear-down times.
 - 4) Golf Carts: Discussed possible need for an additional golf cart for next year, possibly one with more seating capacity.
 - 5) Check-In: Discussion was held re: difficulties during check-in, especially the rush of exhibitors coming to check in on Friday, Aug. 4 from 6:00 p.m. to 7:00 p.m., causing traffic congestion and a dangerous situation with traffic back-ups onto M-50. Solutions were discussed, including closing down Fourth Avenue during check-in, moving the check-in station farther north on Fourth Avenue, and assigning time slots to exhibitors.

- 6) Parking: Discussion was held regarding the loss in 2024 of exhibitor parking at the former East El property because of Stuart Ventures' condominium project. Different options for exhibitor and visitor parking were explored, including St. Edwards Catholic Church, Harvest Church, and the fairgrounds, as well as rental of larger capacity golf carts, a trolley and/or passenger vans to transport exhibitors and visitors.
- 7) Food Vendors: Discussion was held re: visitor complaints about food options during AITP. Mattson also shared concerns for 2024 re: difficulty recruiting food vendors; placement of trailers, esp. if new trees are planted in food vendor location; and concerns re: lack of enough water and electrical service. Food trucks will be explored as an option for 2024.
- 8) Medical Issue: Discussion was held re: the artisans in Booth 101. If they apply to participate in 2024, we should place them in an accessible location and/or next to First Aid.
- 9) First Aid Station: Discussion needs to held with Fire Chief re: placement of tent, as location adjacent to food vendors was not ideal. Possibly place tent back at original location near Third Avenue turn-around. Inquiry should be made if there is a possibility that some first responders stay until 6 p.m. or completion of tear-down.
- 10) Other Suggestions for 2024 AITP:
 - Banks requested that a floor mop or broom be purchased to keep dance floor free from falling debris to minimize injury to dancers and musicians.
 - Workload needs to be more equally shared amongst board members.
 - A separate section of the park set aside for a farmers market was discussed.
 - Show rules and fees were discussed. Consensus was to make no changes.
 - Artist Recruitment:
 - Sunshine Artist listing needs to be submitted sooner than for 2023.
 - Listing in Art Fair Calendar needs to be updated. It was helpful to do a paid listing with an event photograph.
 - Rice reported she will be attending a show in Holly, MI.
 - Banks will update the "Call for Artists" flier. Suggestion was to enclose a small quantity of fliers in each follow-up letter to the artisans.

- c. Quilt Racks: Banks reported that the DPW has asked if the quilt racks can be discarded, as they take up valuable storage space. Options for donating the quilt racks were discussed, including Friends Quilting Basket, the Historical Society or the library.
- d. Sculpture Project: Discussion re: contributing to the "Bird Cage" sculpture for the new phase of the Jordan Lake Trail was discussed, including available funds in current year's budget. Further discussion tabled until Johnson could be present for the next meeting.
- e. Mural Project: Banks stated she met in Westphalia with muralist Dan Arens to return his portfolio, and was able to view firsthand a sample of his work at a pizzeria in Westphalia. Arens has offered to come to Lake Odessa to meet with the Arts Commission and to scope out potential mural sites.
- f. Meeting Dates: The remaining 2023 meeting dates are:
 - Monday, September 11
 - Monday, October 9
 - Monday, November 13.There will not be a regular meeting in December.
- g. Christmas Decorating Contest: Discussion was held re: need for an application form and rules or guidelines; also when to publicly announce the program. Details will be discussed at the September meeting.
- h. 2024 Grant Application: Banks reported the grant application for 2024 has been submitted and panel review has occurred, but no information re: an award amount has been received yet. We may receive word in October.

6. **Adjournment**: Without objection, meeting adjourned at 9:35 p.m.

Respectfully submitted,

Karen Banks, Secretary/Treasurer

**VILLAGE OF LAKE ODESSA
PLANNING COMMISSION**

MINUTES

SPECIAL MEETING

WEDNESDAY, AUGUST 23, 2023 - 7:00 p.m.

Page Memorial Building
Lake Odessa, Michigan

Present: Karen Banks, Al Hamp, Ben Geiger, Ben DeJong, Meg Wheeler, Martha Yoder
Absent: Beth Barrone
Staff: Zoning Administrator Jeanne Vandersloot, Village Clerk/Treasurer Kathy Forman

1. **CALL TO ORDER:** Meeting called to order by Chair Wheeler at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE:**
3. **ATTENDANCE ROLL CALL:**
4. **AGENDA:** Motion by DeJong, with support by Yoder, to approve agenda as presented. All ayes; motion carried 6-0.
5. **PUBLIC COMMENT:** None.
6. **MINUTES:** Motion by Geiger, with support by DeJong, to approve minutes of 7/24/23 regular meeting. All ayes; motion carried 6-0.
7. **PUBLIC HEARINGS:**
 - a. Motion by Banks, with support by DeJong to open the Public Hearing for Stuart Ventures, LLC. All ayes; motion carried 6-0.
Reviewed public letter received. Public comment in support of the project – None. Public comment opposed to the project – None.
Motion by Banks, with support by Yoder to close the Public Hearing. All ayes; motion carried 6-0.
 - b. Motion by Geiger, with support by Yoder to open the Public Hearing for the proposed ordinance change to allow Tattoo Parlors in the Central Business District. All ayes; motion carried 6-0.
Public comment in support of the change – Sabrina Strong, 1517 Emerson Street, spoke of her vision for her proposed business. Public comment opposed to the change – None.
Motion by DeJong, with support by Geiger to close the Public Hearing. All ayes, motion carried 6-0.

8. ACTION ITEMS:

a. Stuart Ventures Site Plan:

Vandersloot reviewed her checklist with the Planning Commission. Discussion took place about each item. No performance bond is needed for this phase of the project, will look at it for Phase 2 if necessary. Written Findings of Fact were read by Banks (attached).

Motion by DeJong, with support by Yoder to approve the Written Findings of Fact and Decisions. All ayes; motion carried 6-0.

b. Tattoo Parlor Ordinance:

Motion by Banks, with support by Geiger, to forward the draft Tattoo Ordinance to the Village Council with a recommendation for approval. All ayes; motion carried 6-0.

9. DISCUSSION ITEMS: None.

10. OTHER BUSINESS:

Vandersloot has a Business Use Application to bring to the 9/25/23 meeting.

11. MEMBER COMMENTS:

Chair Wheeler thanked everyone for their hard work on these two items.

12. ADJOURNMENT: Motion by Geiger, support by DeJong, to adjourn. All ayes; motion carried 6-0. Meeting adjourned at 7:54 p.m.

Respectfully submitted,

Kathy Forman
Clerk/Treasurer

**PLANNING COMMISSION
VILLAGE OF LAKE ODESSA**

In the Matter of:

**Application of Stuart Ventures, LLC, for
Special Use Permit and Site Plan Approval
for a Planned Development at 874 Third
Avenue, Lake Odessa, Michigan**

FINDINGS OF FACT AND DECISION

FINDINGS OF FACT

Following a required public hearing held on Wednesday, August 23, 2023, the Lake Odessa Planning Commission has considered an application from Stuart Ventures, LLC, for a special use permit and approval of a site plan for a planned development at 874 Third Avenue, Lake Odessa, Michigan, and makes the following findings of fact:

1. The proposed planned development is consistent with the Master Plan.
2. The site is zoned MF, Multi-Family.
3. The proposed site plan meets the requirements for site plan review enumerated in Section 36-66(c).
4. The site plan document contains information required by Section 36-66(i), with the exception that a Master Deed is in the process of being prepared.
5. The proposed special use meets the standards for consideration of special uses enumerated in Section 36-67(1).
6. The proposed special use meets the intent and purpose of planned developments as stated in Section 36-94, and the requirements of subsections (c)-(e) have been met.
7. The proposed special use meets the requirements of Section 36-35(d), zoning district regulations for the MF, multiple-family residential district, with the exception of subsections (6)a and (6)c, which are superseded by Section 36-94 allowing for a minimum of 3 acres for planned developments and a 20-foot setback.
8. To the extent that any subsections of the above-referenced sections are not met, they are addressed within the conditions enumerated in the decision below.

The Planning Commission Checklist prepared by the Zoning Administrator will be incorporated and attached hereto as Exhibit A.

DECISION

Based upon the foregoing Findings of Fact which demonstrate conformance with the requirements of Sections 36-35(d), 36-66, 36-67, and 36-94 of the Lake Odessa Code of Ordinances, the request by Stuart Ventures, LLC, for a special use permit and site plan approval for a planned development at 874 Third Avenue is approved, subject to the following conditions:

1. A performance bond is not required at this time and may be reviewed at a later date for future phases.
2. Master Deed, when finished, shall include all applicable items and shall be reviewed and approved by the Village attorney.
3. The one-year time limit set forth in Section 36-67(5) shall not apply to future phases.
4. Applicant shall submit a new application(s) for site plan review for future phases.
5. Drainage requirements shall be reviewed by the Ionia County Drain Commission and their engineer.

A revised, dated site plan and comments and/or documents addressing the above conditions will be submitted for staff approval within 90 days.

PLANNING COMMISSION CHECKLIST

Application from Stuart Ventures, LLC, for Special Use Permit to allow a Planned Unit Development (PUD) housing project to be constructed in phases at 874 Third Avenue

Sec. 36-66. Site plan review and approval.

	Condition Met?	Comments
(a) Site plan review by zoning administrator. All applications for zoning permits, special use permits, rezonings and variances, as governed in this chapter, shall first require site plan review by the zoning administrator (or any other body or official designated by the village control to review site plans). Refer to subsection (f) of this section regarding revisions to an approved site plan.		
(b) Site plan approval. Unless otherwise noted, all requests for zoning permits must have a site plan approval by the zoning administrator. All requests for special use permits must have a site plan reviewed by the zoning administrator, and approved by the village planning commission.		
(c) <i>Standards for the review of site plans.</i> The site plan is to be reviewed in order to determine that:		
(1) The proposed use conforms to the uses permitted in the respective zoning districts;	Y	Multi-family
(2) The dimensional arrangement of buildings and structures conforms to the required yards, setbacks and height restrictions of the ordinance, unless waived by variance granted by the zoning board of appeals;	Y	
(3) The proposed use conforms to all use and design provisions and requirements (if any) as found in this chapter for certain specific uses, unless waived by variance granted by the zoning board appeals;	Y	
(4) There is a proper relationship between the existing and proposed streets and highways within the vicinity in order to assure the safety and convenience of pedestrian and vehicular traffic;	Y	
(5) The proposed on-site buildings, structures, and entryways are situated and designed to minimize adverse effects (upon owners and occupants of adjacent and surrounding properties) by providing for adequate design of access/egress, interior/exterior circulation, storm drainage, erosion, grading, lighting and parking, as specified by this chapter or any county or state law;	Y	
(6) As many natural features of the landscape shall be retained as possible where they can be useful to the development of the site, or where they furnish a barrier or buffer between the project and adjoining properties (used for dissimilar proposes) or where they assist in preserving the general safety, health, and appearance of the neighborhood, i.e., controlling erosion or the discharge of storm waters, etc;	Y	
(7) Any adverse effects of the proposed developments and activities emanating therefrom upon adjoining residents or owners shall be minimized by appropriate screening, fencing, or landscaping (as provided or required in this chapter);	Y	Perimeter landscaping fence in Phase 2 on southwest boundary.

EXHIBIT A

	Condition Met?	Comments
(8) All buildings and structures are accessible to emergency vehicles	Y	
(9) The site plan as approved is consistent with the intent and purpose of zoning which is to promote the public health, safety, and general welfare, to encourage the use of lands in accordance with their character and adaptability; to avoid the overcrowding of population; to lessen congestion on the public roads and streets; to reduce hazards of life and property; and to facilitate the village land use plan.	Y	Provides needed housing for the Village.
(d) <i>Conditional approval.</i> As a condition of granting site plan approval, the designated site plan approval body or official for zoning permits and special use permits may require that certain site development measures be taken by the applicant in order to satisfy the review standards set forth in subsections (c)(1) through (c)(9) of this section; and which essentially are designed to protect the general health, safety and welfare, as well as to promote environmental preservation and nuisance abatement. Site development guidelines are provided in this chapter. Site development guidelines include but are not limited to drainage, soil erosion, planning and design to site, fencing, screening strips, landscaping, on-site lighting, signing and off-street parking. Said measures must be incorporated by the applicant onto the site plan and maintained at all times.	*	Conditions are permitted by the Planning Commission for approval.
(e) <i>Compliance with performance standards.</i> Compliance with performance standards for certain uses enumerated in this chapter is required.	*	
(f) <i>Final approved site plan on file.</i> A copy of the final approved site plan (and all revised, final approved site plans) shall be so marked and placed on file as the officially approved document of the applicant along with copies of any and all permits requested for the property in question. Approval of revised, final site plans can be made only by the designated body or official who first gave initial approval.	*	
(g) <i>Conformity to approved site plan.</i> Property which is the subject of the site plan approval must be developed in strict compliance with the approved site plan, and with any revisions, amendments or modifications made thereto. If construction and development does not conform with such approved plan, the approval there of shall be revoked by the zoning administrator by written notice of such revocation posted upon the premises involved and mailed to the developer at his last known address. Upon revocation of such approval, all further construction activities shall cease upon the site, other than for the purpose of correcting the violation.	*	
(h) <i>Performance bond required.</i> Wherever any physical improvements to the property in question are to be provided by the applicant as a requirement or condition of site plan approval, the applicant or his agent shall post a performance bond. See article V of this chapter for posting of bonds.	*	Planning Commission <u>may</u> require a cash bond. Amount to be determined.
(i) <i>Site plan specifications.</i> The information to be submitted as part of the site plan document must include the following:		
(1) A vicinity area map at a convenient scale, showing proximity to any railroads, streams, streets, and street intersections; the location of the nearest public roads on all sides; and all such schools, firehouses,	Y	

EXHIBIT A

* = informational ordinance section

	Condition Met?	Comments
houses of worship, recreational areas, etc.		
(2) A map of applicant's entire subject property and all surrounding properties at a designated scale; and which shall display:		
a. The name of all owners of record of adjacent property;	Y	
b. Existing fire, school and other special district boundaries within 500 feet of the tract, if any;	Y	
c. Boundaries of property and existing lot lines as shown on the existing plat or tax map;	Y	
d. Existing public streets, easements, or other reservations of lands;	Y	
e. Location of all existing structures on the site, as well as those of adjacent properties within 100 feet of subject lot line;	Y	See county aerial map.
f. The proposed location and use of any building or structure;	Y	
g. The proposed location of any use not requiring a structure, including walkways, benches, fences, and recreational facilities;	Y	
h. Location and design of all driveways, parking and loading areas, if any;	Y	
i. Location of all existing and proposed water lines, valves, and hydrants, and all sewer lines, if any;	Y	
j. Proposed fencing, screening and landscaping; and	Y	More in later phases.
k. Location of existing watercourses, wooded areas, and rock outcrops, if any.	Y	
(3) A copy of any covenants or deed restrictions that are intended to cover all or any part of the tract.		Master Deed is in process. Should be a condition of approval.
(4) Where the applicant wishes to develop the project in stages, a site plan indicating total development shall be presented for approval of the entire parcel.	Y	
(5) The zoning administrator (for zoning permits) and the planning commission (for special use permits) may require additional data where it is warranted due to special conditions of the site or complexity of the proposed development.	Y	

EXHIBIT A

Sec. 36-67. Special use permits.

In order that this chapter be flexible and reasonable, special uses are provided for in this chapter and require special use permits by the planning commission. Conformance to special use standards is required, in addition to all other requirements of this chapter. All such uses are hereby declared to possess characteristics of such unique and distinct form that each specific use shall be considered on an individual case. The granting of a special use permit does not negate the requirement for any other required permit.

	Condition Met?	Comments
(1) <i>Standards for the consideration of special uses.</i> The review for a special use shall consider the following:		
a. The general safety, health, and welfare of the community-at-large. This shall include:		
1. Accessibility of the property in question to fire and police protection;	Y	
2. Traffic conditions, creating or adding to a hazardous situation;	N/A	
3. Transportation design requirements, if any, which will be needed to accommodate any traffic impact for the use intended	N/A	Existing street.
4. Appropriateness of the location, nature and height of the proposed use to the size, type, and kind of buildings, uses and structures in the vicinity and adjacent properties, including the safety and convenience of people therefrom.	Y	Traditional design to blend with neighborhood.
b. Any potential decrease in the market value of adjacent buildings, uses and structures which are permitted by right under current zoning, if the proposed use is granted;	Y	No issues.
c. Harmony with the village land use plan. This considers whether the location and size of the proposed use, the nature and intensity of the activities involved, the size of the site with respect to existing and future streets (giving access to it), parks and drainage systems will be in harmony with the village land use plan and the character of land use which is intended by said village plan for the area or district in question;	Y	Master planned as multi-family. Meets goal for this type of development.
d. Impact from the applicant's proposed use, its location and intensity and the height of its buildings, walls, fences and other structures upon the appropriate character of development intended for the area as deemed desirable by the village land use plan;	Y	Should blend with neighborhood. No issues.
e. Any hazards arising from storage and use of dangerous toxic substances, combustible, inflammable, or caustic fluids or chemicals.	Y	No issues.
f. That the operations in connection with any special use shall not be environmentally objectionable to nearby properties by reason of noise, fumes, pollution, vibration, or lights to an extent which is more than would be the operations of any use permitted by right for that district wherein the special use is proposed.	Y	No issues should occur.

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	Condition Met?	Comments	
(2) <i>Conditional approval.</i> As a condition of granting a special use permit, the planning commission may require that certain development precautions and remedies be taken by the applicant in order to satisfy the special use review standards and the site plan review standards set forth in this chapter; and which essentially are designed to protect the general health, safety and welfare, as well as to promote environmental preservation and nuisance abatement. Site development guidelines are provided in this chapter. Site development guidelines include but are not limited to drainage, soil erosion, planning and design of site, fencing, screening, buffer strips, landscaping, on-site lighting, signing and off-street parking. Said measures must be incorporated by the applicant onto the site plan and maintained at all times.	*	Conditions can be applied if reasonable.	
(3) <i>Compliance with performance standards.</i> Compliance with performance standards for certain uses enumerated in this chapter is required.	*		
(4) <i>Site plan approval required.</i> Site plan approval by the planning commission is required for all special use permits. Site plans are initially reviewed by the zoning administrator.	* Y		
(5) <i>Time constraints.</i> A special use permit shall be deemed to authorize only one particular special use and shall expire if the special use shall cease for more than 12 months for any reasons. Initial development must begin within one year from the date of issuance.		Future phases will not need to be done in 1 year.	
(6) <i>Existing violations.</i> No permit shall be issued for a special use for a property where there is an existing violation of this chapter, with respect to a new use or structure.	Y	No violations exist.	
(7) <i>Decisions in writing.</i> It is further provided that in granting or denying a special use permit, the planning commission shall specify in the written decision the particular reason relied upon and its relation to the proposed use.			
(8) <i>Appeals.</i> Any and all appeals regarding a decision or condition imposed upon a special use application shall be made to the zoning board of appeals within 15 days from the date of decision or imposed condition.			

EXHIBIT A

* = informational ordinance section

Sec. 36-94. Planned developments.

	Condition Met?	Comments
<p>(a) <i>Intent and purpose.</i> Planned developments are provided herein by special use permit in order to allow for flexibility in design of residential areas, economy in the usage of land, and conservation of sensitive physical and environmental features. Based upon the standards and criteria contained in sections 36-67 and 36-94, the planning commission may review, and permit with conditions, a modification in bulk requirements in order to allow residential development containing both privately owned sites and common property, and which are planned collectively as a single unit. The planned development section of this chapter is provided in order that the growing demands for housing for young married couples, senior citizens and existing residents (who no longer wish to maintain a large one-family house) may be met by a greater variety of innovative housing types, and by planning and design of structures with the benefit of cost effective land utilization in such developments.</p>		
<p>(c) <i>Residential planned unit development.</i> A residential planned unit development (residential PUD) may be applied for through the special use permit procedure. The granting of a special use permit for a residential PUD is permitted only for R-1 and MF zoning districts.</p>	Y	MF District
<p>(1) <i>Site eligibility.</i> The minimum area necessary to qualify as a residential PUD shall not be less than three contiguous acres of land. However, an owner of land less than the minimum required area may apply if his land is adjacent to a proposed or constructed residential PUD.</p>	Y	5.7 acres
<p>(2) A minimum of 20 percent of the property shall be dedicated as open space. Open space includes natural areas and parks. Public and private streets, any rights-of-way, the area of any lot or unit, and 25 percent of streams, lakes, ponds, and wetlands shall not be included in the open space calculation and shall not be counted as open space.</p>	Y	53% green space 4.1% paths 57.1% total open space
<p>(3) Density on the remainder of the property may be increased up to 1.75 times the maximum number of dwelling units per acre permitted under R-1 zoning. The density increase shall be applied to the remnant acreage of the property after the proposed open space acreage, which shall be a minimum of 20 percent, has been deducted.</p>	Y	5.7 acres x 8 units per acre + 45.6 units. Plan for entire project is 49 units, no MF formula. Use #4 to allow more units. Final units may change in later phases. Two amenities shown. Density will be re-visited in future phases.
<p>(4) A further density increase may be granted by the planning commission at the specific request of the applicant if the planning commission finds that the density increase would:</p> <ul style="list-style-type: none"> a. Result in a recognizable benefit to the village and residents of the PUD; b. Provide additional amenities; and c. Preserve additional open space or natural features. 		
<p>(5) The dwelling units in the residential PUD may be constructed in any combination of housing types, except for mobile homes.</p>	Y	

EXHIBIT A

	Condition Met?	Comments
(d) <i>Preapplication conference with planning commission for concept review.</i> Prior to formal application submission for a proposed planned development, the developer/applicant shall be required to make a presentation to the planning commission in order to discuss initial design concepts and the application of said concepts to the land in question. The purpose of the pre-application conference is to inform the planning commission of the proposal and to receive preliminary review comments in connection with the standards of this section.	Y	
(e) <i>Standards and considerations.</i> In addition to complying with the standards for special use permits, the following special standards for a cluster development or a PUD must be met:		
(1) <i>Ownership.</i> The tract of land may be owned, leased or controlled by a single person, partnership, corporation, cooperative association, or association of individual owners (condominium). An application may be filed by the owner, jointly by the owner of all property to be included, or by a person, persons, corporation, or corporations, with an option to buy said property. A plan, once approved, shall be binding.	Y	
(2) <i>Utilities.</i> A cluster development and a PUD shall connect to public water and sewer provided by the developer, and must be approved by all legal state, county and local agencies (health, conservation, etc.) which are in authority and have jurisdiction.	Y	Applicant is working with Public Works Department on future connections. Lines are available.
(3) <i>Permitted residential housing types and uses.</i> The following are considered eligible for inclusion in an application:		
a. <i>Primary uses:</i>		
1. Single-family detached homes.	N/A	
2. Two-family houses.	N/A	
3. Single-family attached homes (such as row houses and town houses) of eight dwelling units or less per building.	Y	Phase 1 building
4. Multiple-family structure (apartments) of ten dwelling units or less per building.	N/A	None proposed. Each building is 8 units or less.
b. <i>Accessory uses and amenities:</i>		
1. Open space - passive and active.	Y	
2. Indoor and outdoor recreational facilities, decks, gazebos, children's playhouses or similar typical uses.	Y	Gazebo, walking path.
3. Carports, garages, and personal storage facilities for use by residents of the development.	Y	
4. Community building and meeting halls.		None proposed
5. On-premise laundry facilities for use by residents of the development.		None proposed

EXHIBIT A

	Condition Met?	Comments
(4) <i>Site design standards.</i> Unless modified by the planning commission in writing at the time of application approval, compliance with the following design standards is required:		
a. Minimum yard requirements and building setbacks from the exterior perimeter of the development property lines shall be 20 feet.	Y	
b. Maximum building height, 2½ stories or 35 feet (excludes antennas, steeples, spires, etc.) measured from the average existing topography (no grade mounding).	Y	
c. Minimum spacing between single-family attached homes and multiple family structures shall not be less than the building height of the tallest building. Bulk regulations shall be determined by the planning commission after reviewing the proposed site plan. Criteria to use for making the determinations shall include the following:	Y	
1. Granting of the PUD will result in a recognizable and substantial benefit to the ultimate users of the project and to the community where such benefit would otherwise be unfeasible or unlikely to be achieved.	Y	
2. In comparison to the bulk regulations ordinarily applied, the proposed type and density of uses shall not result in a material increase in the need for public services, facilities, and utilities, and shall not place a material burden upon the subject or surrounding land or property owners and occupants or the natural environment. Fire safety shall not be compromised and fire hydrants shall be located to adequately serve the site.	Y	1 hydrant existing. Future phases may have more once determined.
3. The proposed development shall be compatible with the master plan of the village and shall be consistent with the intent and purpose of a PUD as expressed in section 36-94(a).	Y	
4. The PUD shall not change the essential character of the surrounding area.	Y	
5. High quality building materials shall be provided.	Y	
d. All sensitive natural features such as drainage ways and streams, wetlands, lands within the 100-year floodplain, and stream or river banks (which by virtue of soil and slope may create highly erodible hazards to the public health and safety) shall remain unencumbered by residential buildings and structures except for approved docks, boardwalks, benches and access stairs.	Y	
e. All access and egress easements and street openings from the development onto public or private roads shall be in accordance with the regulations and standards of the appropriate agency having jurisdiction over the proposed entrance areas (Ionia	Y	Phase 1

EXHIBIT A

	Condition Met?	Comments
County Road Commission, Michigan Department of Transportation and/or Village of Lake Odessa).		
f. Within the required 20-foot perimeter setback, a planted or landscaped buffer area is required along all exterior perimeter boundaries of the proposed property area to be developed. The following requirements for plantings in the buffer areas shall be met:		
1. Two evergreen trees and two deciduous trees shall be required for every 50 linear feet of buffer area, or fraction thereof.	Y	Phase 1
2. Evergreen trees shall be a minimum of six feet in height at time of planting; and deciduous trees shall be a minimum of eight feet in height at time of planting.	Y	Phase 1
3. Existing trees within the 20-foot perimeter setback may count toward the planting requirements, as long as the existing trees meet the minimum height requirements in subsection 2.	Y	Phase 1. Later phases will be shown.
g. Drainage requirements shall be reviewed and approved by the village engineer.	N/A	Ionia County Drain Commission reviews and approves drainage.
h. Permanent conservation easements or other forms of equivalent irrevocable conveyance shall be created and recorded to protect required open space areas from future development.		Will be in the Master Deed
i. Off-street parking is required at the rate of two parking spaces per dwelling unit.	Y	1 outside, 1 on garage
(5) <i>Applicable standards.</i> All applicable standards of the zoning ordinance outside of this section must be met, unless waived by the planning commission in consideration of the standards set forth in subsection (4)c.1. through 5.	Y	Phase 1
(6) <i>Public easements on common property which is privately owned.</i> When common property exists in private ownership, the owners shall grant easements, over, under and through such property, to the village as are required for public purposes.		Existing county drain. Others if needed and utility lines to be shown on Master Deed.
(7) <i>Common property in the planned unit development.</i> Common property in the PUD is a parcel or parcels of land, a privately owned road or roads, together with the improvements thereon, the use and enjoyment of which are shared by the owners and occupants of the individual building sites. When common property exists, the ownership of such common property shall be private. When privately owned, arrangements must be made for the improvement, operation, and maintenance of such common property and facilities, including private streets, drives, service parking and recreational areas. A proposed maintenance agreement to permanently protect and provide for future maintenance of the common areas shall be reviewed and approved by the village attorney prior to issuance of any village permits. The approved agreement shall be recorded at the		Will be in Master Deed.

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	Condition Met?	Comments
Ionia County Register of Deeds.		
(8) <i>Dimensional variances prohibited.</i> After approval of planned development under section 36-94, no dimensional variances may be granted to the approved application.		
(f) <i>Appeals.</i> Any and all administrative interpretations, decisions, and requirements of the planned development provisions shall be appealed within 15 days to the zoning board of appeals. Except for the prohibited granting of dimensional variances after planned development approval, the zoning board of appeals shall exercise all its power and duties as provided for in sections 36-137 and 36-138.		
(g) <i>Public hearing.</i> A public hearing is required for all planned developments in accordance with Section 103 of the Michigan Zoning Enabling Act, P.A. 110 of 2006, as amended.	Y	Public hearing held 8/23/2023

Sec. 36-35. Zoning district regulations.

	Condition Met?	Comments
(d) <i>MF, Medium/high density: Multiple family residential district.</i> Zoning district regulations for the MF, medium/high density: multiple family residential district shall be as follows:		
(1) <i>Intent and purpose.</i> The multiple family residential district is intended for new uses and structures such as apartment buildings of three or more dwelling units, specialized housing for seven or more unrelated individuals and senior citizen housing.	*	
(2) <i>Uses permitted by right.</i> Uses permitted by right in the MF district shall be as follows:		
a. Single-family dwellings.	N/A	
b. Two-family dwellings, duplexes.	N/A	
c. Type 1 home occupations within a dwelling.		
(3) <i>Uses permitted by special use permit.</i> Uses permitted by special use permit in the MF district shall be as follows:		
a. Multiple family dwellings.	Y	Proposed
b. Essential public services.		
c. Residential planned developments. See section 36-94.	Y	Proposed
d. Nursing homes, convalescent homes, housing for the elderly.		
e. Type 2 home occupations within an accessory building.		
(4) <i>Permitted accessory uses.</i> Permitted accessory uses in the MF district shall be as follows:		
a. Private garages (noncommercial), lawn sheds, swimming pools, and accessory private parking.	Y	
(5) <i>Permitted accessory signs.</i> One ground sign or one wall sign is permitted, with a maximum permitted sign area of 25 feet. The minimum sign setback for ground signs shall be one-half the required setback for the yard in which the sign is located. Only signs identifying the use and occupant are permitted. No sign shall be illuminated by flashing or moving lights and external illumination shall be downward facing.		
(6) <i>Bulk regulations.</i> Bulk regulations for the MF district shall be as follows:		
a. <i>Minimum lot area:</i> The minimum lot area for multiple family development shall be 4,000 square feet per unit or eight units per acre. For single-family and two-family development lot size shall be 8,700 square feet. All other uses permitted by special use permit, the lot size shall be nine acres.	N/A	PUD allows 3-acre minimum
b. <i>Minimum lot width:</i> The minimum lot width for single-family and two-family dwellings shall be 66 feet and for other permitted uses, 200 feet.	Y	

EXHIBIT A

* = informational ordinance section

	Condition Met?	Comments												
c. <i>Required front yard:</i> The required front yard shall be 25-foot setback for single-family and two-family dwelling and 30 feet for all other permitted uses.	Y	PUD has different setbacks.												
d. <i>Required side yard:</i> Six feet minimum side yard is required for both single-family and two-family dwellings and for other permitted uses it shall be 30 feet. Total width for both required side yards: The total minimum width of both required side yards for single-family and two-family dwellings shall be 12 feet. For all other permitted uses the total width shall be 60 feet.	Y	PUD has different setbacks.												
e. <i>Required rear yard depth:</i> Minimum rear yards for single-family and two-family dwellings shall be not less than 20 feet, for all other permitted uses, 30 feet.	Y													
f. <i>Maximum building height:</i> The maximum building height for all uses shall be 2½ stories or 35 feet. Accessory buildings shall not exceed a height of 15 feet.														
g. <i>Minimum dwelling floor area:</i>														
1. Each new single-family detached dwelling shall have a minimum finished living area of 864 square feet of floor area with a minimum of 650 square feet on the ground floor for units of more than one story.	N/A													
2. Attached single-family including two-family and townhouses, each new dwelling unit shall have a minimum finished living area of 800 square feet with a minimum of 600 square feet on the ground floor for units of more than one story.	N/A													
3. Other permitted uses shall follow the following floor area requirements:														
<table><tr><td>For</td><td>Floor Area/Unit</td></tr><tr><td>Efficiency</td><td>375 sq. ft.</td></tr><tr><td>1 bedroom</td><td>600 sq. ft.</td></tr><tr><td>2 bedroom</td><td>780 sq. ft.</td></tr><tr><td>3 bedroom</td><td>940 sq. ft.</td></tr><tr><td>In the excess of three bedroom</td><td>940 + 80 sq. ft. for each additional bedroom.</td></tr></table>	For	Floor Area/Unit	Efficiency	375 sq. ft.	1 bedroom	600 sq. ft.	2 bedroom	780 sq. ft.	3 bedroom	940 sq. ft.	In the excess of three bedroom	940 + 80 sq. ft. for each additional bedroom.	Y	
For	Floor Area/Unit													
Efficiency	375 sq. ft.													
1 bedroom	600 sq. ft.													
2 bedroom	780 sq. ft.													
3 bedroom	940 sq. ft.													
In the excess of three bedroom	940 + 80 sq. ft. for each additional bedroom.													
h. <i>Minimum off-street parking:</i>														
1. One space (ten feet by 20 feet) per residence: one-half dwelling unit. For other permitted uses such as a church, public building, adult foster care facility, nursing and convalescent homes and essential public services: one space for every 200 square feet of floor area, but not less than one space for each three seats where provided. For school and nursery schools, one space for each 12 seats or students.	Y	2 spaces per unit in the PUD.												
2. Nonresidential parking requirements of this chapter may be satisfied by participation in a municipal or joint community parking program designed to serve a larger area, provided all plans for such community parking have been first approved by the planning commission.	N/A													

EXHIBIT A

**VILLAGE OF LAKE ODESSA
DOWNTOWN DEVELOPMENT AUTHORITY**

MINUTES

Regular Meeting - Tuesday, September 12, 2023
Page Memorial Building, Lake Odessa MI

Present: Sarah McGarry, Bill Rogers, Marilyn Danielson, Ben DeJong
Absent: Karen Banks, Sue Dahms, Darwin Thompson
Staff: Village Manager Geiger, Village Clerk/Treasurer Forman

- I. **Call to Order:** Meeting called to order by McGarry at 7:05 a.m.
- II. **Public Comment:** None.
- III. **Approval of Minutes:** Motion by McGarry, supported by Rogers, to approve minutes of 7/11/23 regular meeting. All ayes; motion carried, 4-0.
- IV. **Agenda:** Motion by McGarry, supported by DeJong, to approve agenda as presented. All ayes; motion carried 4-0.
- V. **Finance Report:**
a) Revenue & Expense reports and bank statements for July 2023 and August 2023 were reviewed. Forman reviewed the A/P checks that were paid in July and August.

Motion by McGarry, supported by Rogers, to approve the check report from July 2023 and August 2023. All ayes; motion carried, 4-0.
- VI. **Action/Discussion Items:**
a) Color and stone selection for Community Welcome sign.

Discussed the shade of blue for the background of the sign. Looked at stone samples provided by Visual Entities for the capstone on the monument. More samples will be requested.

Motion by McGarry, supported by Danielson to match the blue in the Village Welcome Signs and allow Bill Rogers and Karen Banks to make a final decision on the capstone color. All ayes; motion carried, 4-0.

b) Discussion of Parking Study.

Reasons for the need to do a parking study were discussed. Geiger will work on an RFP to present at the next regular meeting on November 14, 2023.

c) Discussion of Downtown Holiday Beautification.

Ideas were discussed about the garland program and replacement of lights in the downtown trees. Would like to light only the top of the park pavilion, not the posts. Watch for a special meeting announcement to decide on Downtown Holiday Beautification for this year.

d) Geiger asked about interest in displaying Lakewood Viking banners. More information will be gathered before the November regular meeting

VII. Board Member Comments:

a) McGarry stated the downtown flowers are the best they have ever looked.

VIII. Adjournment: Without objection, meeting adjourned at 8:12 a.m.

Respectfully submitted,

Kathy Forman
Village Clerk/Treasurer



September 18, 2023

President Banks and Members of the Village Council:

It has been a productive period for the Village of Lake Odessa. Our DPW team has been busy replacing sidewalks. Our Clerk/Treasurer has been hard at work meeting the demands of the close of tax season. Our police Department continues to provide exemplary service to Lake Odessa at all hours. I am additionally proud of the service given by Code Enforcement Officer and Zoning Administrator, Both know our code at a granular level and are using their expertise to provide quality service to the community.

From my office, I am pleased to report that all items you assigned me at our last meeting have been started, with many completed. Here are a few I would like to share.

Thank you for your leadership and service to the Village of Lake Odessa.

Item	Status
Work with DPW Superintendent to analyze and prepare RFQs/RFPs for roof repair, HVAC upgrades, and window replacement.	In progress. Glass proposal placed on September agenda.
Prepare draft food truck resolution and application form to accompany food truck ordinance.	Mostly Completed. Updated Resolution placed on September agenda.
Prepare draft golf cart ordinance.	In progress. Proposal Ordinance placed on September agenda.
Identify date of last code update, and work with Clerk/Treasurer to provide to Municipal Code Corporation all adopted ordinances not already submitted.	Completed.
Identify all re-zoning ordinances since date of last zoning map and make arrangements for the printing of an updated zoning map.	Completed.
Work with legal counsel to update or re-write existing banner policy.	In progress.

Work with Village Clerk/Treasurer and Village auditor to develop document or agreement regarding use of "Save the Hill" funds to offset Village match on MDOT grant for Jordan Lake Trail.	In progress. Discussion with the Clerk/Treasurer and the Auditor have occurred. Document being developed.
Work with Village Clerk/Treasurer and Village auditor to identify a local non-profit organization to which Car Show funds may be transferred.	In progress. Discussion with the Clerk/Treasurer and the Auditor have occurred. Document being developed.
Work with DPW Supt. to prepare concept for presentation to council re: beach pavilion replacement or upgrade, including cost projections, and identify funding sources	In progress. DPW Director and I met with a team from Williams and Works. The firm is developing concepts for Council.
Identify unmet goals/objectives from 5-year Parks & Recreation Plan and Capital Improvement Plan.	Completed. Formal report will be prepared ahead of Strategic Planning Session.
Become familiar with existing strategic plan and identify unmet goals & objectives	Completed. Formal report will be prepared ahead of Strategic Planning Session.
Present to Council a proposal from strategic planning facilitator and work with Council to identify potential meeting dates	In Progress.
Prepare draft RFP/RFQ (for review by Planning Commission and Village Council) for planning consultant services to conduct Master Plan update.	Mostly Completed. RFP has been drafted and will be presented at next PC meeting.
Attend monthly meetings of Michigan Municipal Executives, West Michigan Chapter	Will attend 9/20.
Sign up for Michigan Municipal League fall convention	Completed.
Enroll in an online or in-person management training course or seminar	Completed.
Provide to council documentation of enrollment in course- work to pursue certifications and/or degrees related to role as village manager	In progress. Evaluating options. Will decide soon between enrolling in coursework for Central Michigan University's Public Administration Certificate, or enrolling in the ICMA Voluntary Credentialing Program
Enroll in online or in-person classes offered by BS&A	Completed. Class scheduled for October.
Work with the Clerk/ Treasurer to gain an understanding of the current fiscal year budget and accounting procedures, as well as the annual budget planning schedule	Ongoing.

VILLAGE OF LAKE ODESSA
RECONCILED
CHECKING / SAVINGS / INVESTMENT ACCOUNT BALANCES
AS OF AUGUST 31, 2023

GENERAL FUND	CHECKING	UNION BANK	\$ 909,461.12
LAKEWOOD COMMUNITY PROJECT	SAVINGS	UNION BANK	\$ 11,697.22
VEHICLE REPLACEMENT	SAVINGS	UNION BANK	\$ 61,628.99
ARPA FUND	INVESTMENT	MI CLASS	\$ 225,232.40
MAJOR STREET FUND	CHECKING	UNION BANK	\$ 426,583.29
MAJOR STREET FUND	INVESTMENT	MI CLASS	\$ 113,482.53
LOCAL STREET FUND	CHECKING	UNION BANK	\$ 304,350.67
GENERAL HIGHWAY FUND	CHECKING	UNION BANK	\$ 261,780.84
GENERAL HIGHWAY BOND REDEMPTION	CHECKING	UNION BANK	\$ 5,584.40
GENERAL HIGHWAY FUND	INVESTMENT	MI CLASS	\$ 140,196.49
DOWNTOWN DEVELOPMENT AUTHORITY	CHECKING	UNION BANK	\$ 58,954.34
ARTS COMMISSION	CHECKING	UNION BANK	\$ 31,626.52
LAKE ODESSA CAR SHOW	CHECKING	UNION BANK	\$ 6,367.01
WATER FUND	CHECKING	UNION BANK	\$ 792,720.05
WATER RR&I	SAVINGS	UNION BANK	\$ 257,469.22
WATER BOND REDEMPTION	CHECKING	UNION BANK	\$ 4,402.95
CAPITAL IMPROVEMENT PROJECT	CHECKING	UNION BANK	\$ 1,371.28
WATER BOND RESERVE	SAVINGS	MI 1 COMM CU	\$ 105,370.32
WATER FUND	SAVINGS	PFCU	\$ 300.72
WATER FUND	INVESTMENT	MI CLASS	\$ 133,211.86
PAYROLL FUND	CHECKING	UNION BANK	\$ 5,681.01

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2023 (ABNORMAL)	MONTH 08/31/2023 INCREASE (DECREASE)	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
Dept 000 - BALANCE SHEET / GENERAL						
101-000-402.000	CURRENT REAL PROPERTY TAXES	480,000.00	211,668.74	109,039.58	268,331.26	44.10
101-000-410.000	CURRENT PERSONAL PROPERTY TAX	30,000.00	44,915.59	44,767.82	(14,915.59)	149.72
101-000-428.000	MANUFACTURED HOUSING FEES	450.00	280.00	38.00	170.00	62.22
101-000-447.000	PROPERTY TAX ADMINISTRATION FEE	7,500.00	3,734.58	2,226.57	3,765.42	49.79
101-000-476.000	LIQUOR LICENSE FEES	1,800.00	0.00	0.00	1,800.00	0.00
101-000-477.000	CABLE TV FRANCHISE	2,600.00	1,419.52	719.63	1,180.48	54.60
101-000-490.000	SPECIAL USE/ZBA PERMIT	500.00	0.00	0.00	500.00	0.00
101-000-490.001	ZONING PERMIT FEES	550.00	1,375.00	525.00	(825.00)	250.00
101-000-542.000	METRO ACT	9,100.00	9,614.67	0.00	(514.67)	105.66
101-000-549.000	TREE GRANT	1,200.00	0.00	0.00	1,200.00	0.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE TAX	82,000.00	40,758.92	0.00	41,241.08	49.71
101-000-574.000	STATE REVENUE SHARING	205,694.00	100,563.00	33,855.00	105,131.00	48.89
101-000-574.001	EVIP PMTS	50,550.00	25,275.00	8,425.00	25,275.00	50.00
101-000-580.000	CONTRIBUTION FROM LOCAL UNITS	50,000.00	0.00	0.00	50,000.00	0.00
101-000-601.000	VEHICLE RENTAL INCOME	15,000.00	0.00	0.00	15,000.00	0.00
101-000-632.000	MOWING	500.00	225.00	0.00	275.00	45.00
101-000-635.000	MAY CLEAN UP (NON-RESIDENTS)	200.00	795.00	0.00	(595.00)	397.50
101-000-643.000	PENALTIES & INTEREST ON TAXES	300.00	652.24	0.00	(352.24)	217.41
101-000-656.000	PARKING TICKET FEES	250.00	0.00	0.00	250.00	0.00
101-000-657.000	ORDINANCE FINES	2,000.00	3,176.53	364.01	(1,176.53)	158.83
101-000-665.000	INTEREST	5,000.00	7,044.34	1,246.12	(2,044.34)	140.89
101-000-667.000	RENTS-BUILDINGS-LAND	2,000.00	1,175.00	300.00	825.00	58.75
101-000-673.000	SALE OF FIXED ASSET	20,000.00	0.00	0.00	20,000.00	0.00
101-000-674.000	DONATIONS-PRIVATE SOURCES	1,500.00	0.00	0.00	1,500.00	0.00
101-000-676.000	REIMBURSEMENTS	0.00	140.00	0.00	(140.00)	100.00
101-000-684.000	MISC REVENUE	500.00	241.05	0.00	258.95	48.21
101-000-684.001	MISC REVENUE-MISC REVENUE GENERAL	7,000.00	3,459.50	0.00	3,540.50	49.42
101-000-684.010	MISC REVENUE-POLICE	1,000.00	344.00	30.00	656.00	34.40
Total Dept 000 - BALANCE SHEET / GENERAL		977,194.00	456,857.68	201,536.73	520,336.32	46.75
TOTAL REVENUES		977,194.00	456,857.68	201,536.73	520,336.32	46.75
Expenditures						
Dept 101 - GOVERNING BODY						
101-101-702.708	TRUSTEE MEETING FEES	9,000.00	4,237.50	525.00	4,762.50	47.08
101-101-702.709	TREASURER - CLERK WAGES	15,000.00	0.00	0.00	15,000.00	0.00
101-101-710.000	EMPLOYER FICA	0.00	324.17	40.17	(324.17)	100.00
101-101-711.000	EMPLOYERS SHARE OF PENSION	1,500.00	0.00	0.00	1,500.00	0.00
101-101-723.000	WORKMEN'S COMPENSATION	300.00	55.47	0.00	244.53	18.49
101-101-727.000	OFFICE SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00
101-101-728.000	SUPPLIES	100.00	51.20	0.00	48.80	51.20
101-101-730.000	MEALS & MILEAGE	100.00	0.00	0.00	100.00	0.00
101-101-740.000	POSTAGE	200.00	0.00	0.00	200.00	0.00
101-101-750.000	DUES & MEMBERSHIPS	3,200.00	2,033.00	0.00	1,167.00	63.53
101-101-752.000	EDUCATION & TRAINING	5,500.00	0.00	0.00	5,500.00	0.00
101-101-754.000	SAFE DEPOSIT BOX RENTAL	15.00	0.00	0.00	15.00	0.00
101-101-801.000	CONTRACTED SERVICES	20,000.00	24,790.50	2,842.50	(4,790.50)	123.95
101-101-805.000	ATTORNEY FEES	5,000.00	4,980.10	2,219.35	19.90	99.60
101-101-806.000	AUDIT SERVICES	6,000.00	5,692.50	5,692.50	307.50	94.88
101-101-850.000	COMMUNICATION EXPENSE	900.00	419.35	75.51	480.65	46.59
101-101-880.000	COMMUNITY PROMOTION	8,000.00	6,050.00	3,600.00	1,950.00	75.63
101-101-880.001	DOWNTOWN DEVELOPMENT	15,000.00	0.00	0.00	15,000.00	0.00

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2023 (ABNORMAL)	MONTH 08/31/2023 INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND							
Expenditures							
101-101-900.000	PRINTING & PUBLISHING	1,000.00	664.80	273.60	335.20	66.48	
101-101-957.000	COUNTER DRAIN	15,000.00	0.00	0.00	15,000.00	0.00	
101-101-963.000	MISC EXPENSE	200.00	1,054.94	0.00	(854.94)	527.47	
101-101-991.000	NOTARY & FIDUCIARY BONDS	100.00	40.00	0.00	60.00	40.00	
101-101-994.000	INTEREST EXPENSE	0.00	3,122.86	0.00	(3,122.86)	100.00	
Total Dept 101 - GOVERNING BODY		107,615.00	53,516.39	15,268.63	54,098.61	49.73	
Dept 172 - MANAGERS							
101-172-702.001	DEPT HEAD WAGES	36,450.00	9,954.65	3,839.72	26,495.35	27.31	
101-172-710.000	EMPLOYER FICA	3,171.00	754.49	290.74	2,416.51	23.79	
101-172-711.000	EMPLOYERS SHARE OF PENSION	3,200.00	908.24	383.96	2,291.76	28.38	
101-172-712.000	HEALTH INSURANCE EXPENSE	4,500.00	649.61	142.82	3,850.39	14.44	
101-172-712.001	HEALTH INS EXPENSE-HEALTH SAVINGS	0.00	765.45	0.00	(765.45)	100.00	
101-172-713.000	DENTAL INSURANCE EXPENSE	450.00	53.44	11.75	396.56	11.88	
101-172-714.000	OPTICAL PLAN EXPENSE	60.00	9.69	2.13	50.31	16.15	
101-172-720.000	DISABILITY INSURANCE	500.00	201.78	43.23	298.22	40.36	
101-172-721.000	LIFE INSURANCE EXPENSE	150.00	36.26	7.94	113.74	24.17	
101-172-723.000	WORKMEN'S COMPENSATION	150.00	0.00	0.00	150.00	0.00	
101-172-727.000	OFFICE SUPPLIES	1,500.00	774.88	245.41	725.12	51.66	
101-172-730.000	MEALS & MILEAGE	200.00	0.00	0.00	200.00	0.00	
101-172-750.000	DUES & MEMBERSHIPS	1,000.00	275.00	200.00	725.00	27.50	
101-172-752.000	EDUCATION & TRAINING	3,000.00	2,682.88	250.00	317.12	89.43	
101-172-801.000	CONTRACTED SERVICES	0.00	27,889.81	0.00	(27,889.81)	100.00	
101-172-805.000	ATTORNEY FEES	2,000.00	1,524.40	1,524.40	475.60	76.22	
101-172-850.000	COMMUNICATION EXPENSE	1,200.00	482.91	43.53	717.09	40.24	
Total Dept 172 - MANAGERS		57,531.00	46,963.49	6,985.63	10,567.51	81.63	
Dept 265 - PAGE MEMORIAL BUILDING							
101-265-728.000	SUPPLIES	2,000.00	325.00	0.00	1,675.00	16.25	
101-265-740.000	POSTAGE	900.00	292.28	0.00	607.72	32.48	
101-265-850.000	COMMUNICATION EXPENSE	1,200.00	555.56	72.98	644.44	46.30	
101-265-931.001	MAINTENANCE/REPAIR-BUILDING	4,000.00	2,593.40	0.00	1,406.60	64.84	
101-265-931.002	MAINTENANCE/REPAIR-EQUIPMENT	1,000.00	2,262.47	0.00	(1,262.47)	226.25	
101-265-931.003	MAINTENANCE-LANDSCAPING & GROUNDS	1,000.00	0.00	0.00	1,000.00	0.00	
101-265-970.000	CAPITAL OUTLAY	50,000.00	0.00	0.00	50,000.00	0.00	
101-265-980.001	HARDWARE	5,000.00	0.00	0.00	5,000.00	0.00	
101-265-980.002	SOFTWARE	500.00	0.00	0.00	500.00	0.00	
Total Dept 265 - PAGE MEMORIAL BUILDING		65,600.00	6,028.71	72.98	59,571.29	9.19	
Dept 301 - POLICE							
101-301-702.001	DEPARTMENT HEAD WAGES	68,391.00	40,163.01	8,694.00	28,227.99	58.73	
101-301-702.704	FULL TIME WAGES	150,311.00	52,890.24	10,363.69	97,420.76	35.19	
101-301-702.705	OVER TIME WAGES	7,570.00	3,588.31	585.69	3,981.69	47.40	
101-301-702.706	PART TIME WAGES	22,000.00	12,570.00	2,400.00	9,430.00	57.14	
101-301-702.717	NO FRINGE BENEFIT INCENTIVE	6,300.00	3,300.00	0.00	3,000.00	52.38	
101-301-710.000	EMPLOYER FICA	20,762.00	8,522.56	1,667.54	12,239.44	41.05	
101-301-711.000	EMPLOYERS SHARE OF PENSION	24,872.00	10,921.18	2,204.34	13,950.82	43.91	
101-301-712.000	HEALTH INSURANCE EXPENSE	38,700.00	4,089.14	542.91	34,610.86	10.57	
101-301-713.000	DENTAL INSURANCE EXPENSE	3,000.00	604.15	120.83	2,395.85	20.14	
101-301-714.000	OPTICAL PLAN EXPENSE	800.00	78.85	15.77	721.15	9.86	

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2023 (ABNORMAL)	MONTH 08/31/2023 INCREASE (DECREASE)	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-301-716.000	WELLNESS PROGRAM	360.00	195.00	0.00	165.00	54.17
101-301-720.000	DISABILITY INSURANCE	3,050.00	1,170.12	195.02	1,879.88	38.36
101-301-721.000	LIFE INSURANCE EXPENSE	1,200.00	373.44	62.24	826.56	31.12
101-301-723.000	WORKMEN'S COMPENSATION	4,000.00	2,570.51	0.00	1,429.49	64.26
101-301-724.001	TUITION REIMBURSEMENT	2,000.00	0.00	0.00	2,000.00	0.00
101-301-727.000	OFFICE SUPPLIES	750.00	454.54	269.01	295.46	60.61
101-301-728.000	SUPPLIES	2,000.00	599.51	66.55	1,400.49	29.98
101-301-729.000	RESERVE SUPPLIES	250.00	0.00	0.00	250.00	0.00
101-301-730.000	MEALS & MILEAGE	500.00	64.89	45.96	435.11	12.98
101-301-731.000	VESTS	500.00	0.00	0.00	500.00	0.00
101-301-741.000	MEDICAL & PHYSICALS	1,000.00	0.00	0.00	1,000.00	0.00
101-301-744.000	CLOTHING EXPENSE	2,000.00	596.92	337.40	1,403.08	29.85
101-301-750.000	DUES & MEMBERSHIPS	525.00	0.00	0.00	525.00	0.00
101-301-751.000	GASOLINE PURCHASES	9,500.00	3,772.95	769.72	5,727.05	39.72
101-301-752.000	EDUCATION & TRAINING	2,500.00	2,068.22	1,095.00	431.78	82.73
101-301-752.001	RANGE QUALIFICATION	2,750.00	668.27	0.00	2,081.73	24.30
101-301-755.000	MEADOWBROOK INSURANCE	9,415.00	9,302.97	0.00	112.03	98.81
101-301-801.000	CONTRACTED SERVICES	22,000.00	1,259.72	66.00	20,740.28	5.73
101-301-805.000	ATTORNEY FEES	1,000.00	0.00	0.00	1,000.00	0.00
101-301-850.000	COMMUNICATION EXPENSE	6,150.00	3,029.86	440.83	3,120.14	49.27
101-301-880.000	COMMUNITY PROMOTION	350.00	0.00	0.00	350.00	0.00
101-301-931.002	MAINTENANCE/REPAIR-EQUIPMENT	1,500.00	83.97	0.00	1,416.03	5.60
101-301-931.004	MAINTENANCE/REPAIR-VEHICLE	2,000.00	1,026.54	100.32	973.46	51.33
101-301-958.000	ACT 302 TRAINING	500.00	0.00	0.00	500.00	0.00
101-301-970.001	CAPITAL OUTLAY-EQUIPMENT	7,000.00	250.00	0.00	6,750.00	3.57
101-301-970.002	CAPITAL OUTLAY-VEHICLES	44,000.00	43,875.00	0.00	125.00	99.72
101-301-970.003	CAPITAL OUTLAY-OFFICE FURNITURE	1,000.00	0.00	0.00	1,000.00	0.00
101-301-980.001	HARDWARE	1,000.00	0.00	0.00	1,000.00	0.00
101-301-980.002	SOFTWARE	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 301 - POLICE		473,006.00	208,089.87	30,042.82	264,916.13	43.99
Dept 441 - PUBLIC WORKS						
101-441-702.001	DEPT HEAD WAGES	20,506.00	11,669.15	2,532.18	8,836.85	56.91
101-441-702.704	FULL TIME WAGES	47,835.00	25,128.42	5,568.60	22,706.58	52.53
101-441-702.705	OVER TIME WAGES	1,947.00	0.00	0.00	1,947.00	0.00
101-441-702.706	PART TIME WAGES	4,000.00	5,989.40	1,853.63	(1,989.40)	149.74
101-441-702.717	NO FRINGE BENEFIT INCENTIVE	6,300.00	3,300.00	0.00	3,000.00	52.38
101-441-710.000	EMPLOYER FICA	8,327.00	3,525.62	761.49	4,801.38	42.34
101-441-711.000	EMPLOYERS SHARE OF PENSION	9,440.00	4,672.33	990.71	4,767.67	49.50
101-441-713.000	DENTAL INSURANCE EXPENSE	1,100.00	210.60	42.12	889.40	19.15
101-441-714.000	OPTICAL PLAN EXPENSE	150.00	16.30	3.26	133.70	10.87
101-441-720.000	DISABILITY INSURANCE	1,200.00	481.02	80.17	718.98	40.09
101-441-721.000	LIFE INSURANCE EXPENSE	350.00	156.00	26.00	194.00	44.57
101-441-723.000	WORKMEN'S COMPENSATION	5,000.00	3,801.42	0.00	1,198.58	76.03
101-441-727.000	OFFICE SUPPLIES	250.00	143.31	0.00	106.69	57.32
101-441-728.000	SUPPLIES	4,000.00	839.38	0.00	3,160.62	20.98
101-441-741.000	MEDICAL & PHYSICALS	350.00	41.00	0.00	309.00	11.71
101-441-744.000	CLOTHING EXPENSE	1,000.00	393.79	0.00	606.21	39.38
101-441-750.000	DUES & MEMBERSHIPS	1,200.00	0.00	0.00	1,200.00	0.00
101-441-751.000	GASOLINE PURCHASES	9,000.00	2,757.13	320.52	6,242.87	30.63
101-441-752.000	EDUCATION & TRAINING	500.00	350.00	0.00	150.00	70.00
101-441-755.000	MEADOWBROOK INSURANCE	7,900.00	7,344.45	0.00	555.55	92.97
101-441-756.000	LICENSE FEES	300.00	0.00	0.00	300.00	0.00
101-441-850.000	COMMUNICATION EXPENSE	1,200.00	1,056.46	121.00	143.54	88.04

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 08/31/2023 INCREASE	08/31/2023 (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND								
Expenditures								
101-441-920.000	GAS AND ELECTRIC	3,200.00	1,227.08		123.94		1,972.92	38.35
101-441-931.001	MAINTENANCE/REPAIR-BUILDING	5,000.00	1,205.72		0.00		3,794.28	24.11
101-441-931.002	MAINTENANCE/REPAIR-EQUIPMENT	8,000.00	3,725.74		72.00		4,274.26	46.57
101-441-931.003	MAINTENANCE-LANDSCAPING & GROUNDS	500.00	0.00		0.00		500.00	0.00
101-441-931.004	MAINTENANCE/REPAIR-VEHICLE	3,000.00	646.12		646.12		2,353.88	21.54
101-441-931.005	MAINTENANCE/REPAIR-TREES	500.00	197.94		0.00		302.06	39.59
101-441-933.000	MAY CLEAN UP	9,000.00	4,093.00		0.00		4,907.00	45.48
101-441-934.000	REFUSE REMOVAL	1,200.00	385.01		66.96		814.99	32.08
101-441-955.002	EQUIPMENT RENTAL EXPENSE	500.00	0.00		0.00		500.00	0.00
101-441-955.003	SAFETY	1,500.00	2,227.65		0.00		(727.65)	148.51
101-441-963.000	MISC EXPENSE	1,000.00	1,000.00		0.00		0.00	100.00
101-441-967.000	PROJECT COSTS	3,500.00	0.00		0.00		3,500.00	0.00
101-441-970.001	CAPITAL OUTLAY-EQUIPMENT	131,000.00	130,680.00		130,680.00		320.00	99.76
Total Dept 441 - PUBLIC WORKS		299,755.00	217,264.04		143,888.70		82,490.96	72.48
Dept 448 - PUBLIC UTILITIES-STREET LIGHTING								
101-448-924.000	STREET LIGHT EXPENSE	34,000.00	15,646.54		2,535.18		18,353.46	46.02
Total Dept 448 - PUBLIC UTILITIES-STREET LIGHTING		34,000.00	15,646.54		2,535.18		18,353.46	46.02
Dept 536 - WATER/SEWER								
101-536-928.000	SEWER EXPENSE	3,500.00	1,416.84		0.00		2,083.16	40.48
101-536-929.000	WATER EXPENSE	1,900.00	786.00		0.00		1,114.00	41.37
Total Dept 536 - WATER/SEWER		5,400.00	2,202.84		0.00		3,197.16	40.79
Dept 722 - ZONING								
101-722-702.706	PART TIME WAGES	7,421.00	3,696.56		792.12		3,724.44	49.81
101-722-710.000	EMPLOYER FICA	703.00	282.79		60.59		420.21	40.23
101-722-727.000	OFFICE SUPPLIES	200.00	0.00		0.00		200.00	0.00
101-722-802.000	PLANNING & ZONING-OTHER	30,000.00	0.00		0.00		30,000.00	0.00
101-722-850.000	COMMUNICATION EXPENSE	250.00	129.00		0.00		121.00	51.60
Total Dept 722 - ZONING		38,574.00	4,108.35		852.71		34,465.65	10.65
Dept 728 - ECONOMIC DEVELOPMENT								
101-728-801.000	CONTRACTED SERVICES	2,000.00	0.00		0.00		2,000.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		2,000.00	0.00		0.00		2,000.00	0.00
Dept 751 - PARKS AND RECREATION								
101-751-702.706	PART TIME WAGES	14,000.00	0.00		0.00		14,000.00	0.00
101-751-723.000	WORKMEN'S COMPENSATION	270.00	205.75		0.00		64.25	76.20
101-751-728.000	SUPPLIES	2,500.00	1,306.30		0.00		1,193.70	52.25
101-751-882.000	SWIFTY'S PLACE	250.00	338.24		0.00		(88.24)	135.30
101-751-920.000	GAS AND ELECTRIC	3,800.00	1,803.11		335.65		1,996.89	47.45
101-751-931.001	MAINTENANCE/REPAIR-BUILDING	3,500.00	602.09		119.88		2,897.91	17.20
101-751-931.002	MAINTENANCE/REPAIR-EQUIPMENT	2,000.00	887.24		0.00		1,112.76	44.36
101-751-931.003	MAINTENANCE-LANDSCAPING & GROUNDS	6,000.00	1,680.95		0.00		4,319.05	28.02
101-751-970.000	CAPITAL OUTLAY	50,000.00	9,906.99		0.00		40,093.01	19.81

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	08/31/2023 NORMAL (ABNORMAL)	MONTH	08/31/2023 (DECREASE)	NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND Expenditures								
Total Dept 751 - PARKS AND RECREATION		82,320.00	16,730.67		455.53		65,589.33	20.32
TOTAL EXPENDITURES		1,165,801.00	570,550.90		200,102.18		595,250.10	48.94
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		977,194.00	456,857.68		201,536.73		520,336.32	46.75
TOTAL EXPENDITURES		1,165,801.00	570,550.90		200,102.18		595,250.10	48.94
NET OF REVENUES & EXPENDITURES		(188,607.00)	(113,693.22)		1,434.55		(74,913.78)	60.28

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 08/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
Dept 000 - BALANCE SHEET / GENERAL						
202-000-546.000	ACT 51 / STREETS	210,160.00	105,835.65	17,995.83	104,324.35	50.36
202-000-665.000	INTEREST	2,700.00	2,663.23	534.89	36.77	98.64
Total Dept 000 - BALANCE SHEET / GENERAL		212,860.00	108,498.88	18,530.72	104,361.12	50.97
TOTAL REVENUES		212,860.00	108,498.88	18,530.72	104,361.12	50.97
Expenditures						
Dept 449 - STREET DEPT (ACT 51)						
202-449-702.001	DEPT HEAD WAGES	4,500.00	1,228.95	474.03	3,271.05	27.31
202-449-710.000	EMPLOYER FICA	379.00	93.15	35.88	285.85	24.58
202-449-711.000	EMPLOYERS SHARE OF PENSION	379.00	112.12	47.41	266.88	29.58
202-449-712.001	HEALTH INS EXPENSE-HEALTH SAVINGS	0.00	94.50	0.00	(94.50)	100.00
202-449-712.002	ADMIN BENEFITS	1,150.00	117.39	25.66	1,032.61	10.21
202-449-731.000	COLD/HOT PATCH	800.00	854.70	0.00	(54.70)	106.84
202-449-734.000	SALT/SAND ROADS	5,625.00	0.00	0.00	5,625.00	0.00
202-449-801.000	CONTRACTED SERVICES	8,000.00	1,250.00	1,250.00	6,750.00	15.63
202-449-806.000	AUDIT SERVICES	1,500.00	1,265.00	1,265.00	235.00	84.33
202-449-863.000	STREET STRIPING	2,500.00	344.22	0.00	2,155.78	13.77
202-449-865.000	STREET SIGNS	1,000.00	0.00	0.00	1,000.00	0.00
202-449-944.000	VEHICLE RENTAL	2,000.00	0.00	0.00	2,000.00	0.00
202-449-944.867	VEHICLE RENTAL - STREET REPAIRS	5,000.00	0.00	0.00	5,000.00	0.00
202-449-944.869	VEHICLE RENTAL - SNOW REMOVAL	5,000.00	0.00	0.00	5,000.00	0.00
202-449-963.000	MISC EXPENSE	1,500.00	897.13	0.00	602.87	59.81
202-449-970.006	STREET REPAIRS	20,000.00	322.40	0.00	19,677.60	1.61
202-449-995.000	TRANSFERS OUT	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 449 - STREET DEPT (ACT 51)		109,333.00	6,579.56	3,097.98	102,753.44	6.02
Dept 450 - MAINTENANCE / CONSTRUCTION						
202-450-702.001	MAINTENANCE WAGES	3,806.00	2,160.94	468.90	1,645.06	56.78
202-450-710.000	MAINTENANCE EMPLOYER FICA	390.00	165.28	35.86	224.72	42.38
202-450-711.000	MAINTENANCE ER SHARE OF PENSION	389.00	322.82	51.35	66.18	82.99
202-450-712.002	MAINTENANCE BENEFITS	200.00	70.62	13.03	129.38	35.31
Total Dept 450 - MAINTENANCE / CONSTRUCTION		4,785.00	2,719.66	569.14	2,065.34	56.84
Dept 869 - SNOW REMOVAL						
202-869-702.001	SNOW REMOVAL WAGES	3,784.00	1,555.35	0.00	2,228.65	41.10
202-869-710.000	SNOW REMOVAL EMPLOYER FICA	379.00	114.71	0.00	264.29	30.27
202-869-711.000	SNOW REMOVAL SHARE OF PENSION	433.00	155.53	0.00	277.47	35.92
Total Dept 869 - SNOW REMOVAL		4,596.00	1,825.59	0.00	2,770.41	39.72
TOTAL EXPENDITURES		118,714.00	11,124.81	3,667.12	107,589.19	9.37
Fund 202 - MAJOR STREET FUND:						
TOTAL REVENUES		212,860.00	108,498.88	18,530.72	104,361.12	50.97

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	08/31/2023	MONTH	08/31/2023	NORMAL	(ABNORMAL) BALANCE	
Fund 202 - MAJOR STREET FUND								
TOTAL EXPENDITURES		118,714.00	11,124.81		3,667.12		107,589.19	9.37
NET OF REVENUES & EXPENDITURES		94,146.00	97,374.07		14,863.60		(3,228.07)	103.43

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2023 (ABNORMAL)	MONTH 08/31/2023 INCREASE	(DECREASE)	NORMAL (ABNORMAL)	
Fund 203 - LOCAL STREET FUND							
Revenues							
Dept 000 - BALANCE SHEET / GENERAL							
203-000-546.000	ACT 51 / STREETS	70,057.00	37,120.74		6,320.01	32,936.26	52.99
203-000-665.000	INTEREST	750.00	1,257.90		286.91	(507.90)	167.72
203-000-684.000	MISC REVENUE	40,000.00	39,649.29		0.00	350.71	99.12
203-000-699.000	TRANSFERS IN	50,000.00	0.00		0.00	50,000.00	0.00
Total Dept 000 - BALANCE SHEET / GENERAL		160,807.00	78,027.93		6,606.92	82,779.07	48.52
TOTAL REVENUES		160,807.00	78,027.93		6,606.92	82,779.07	48.52
Expenditures							
Dept 449 - STREET DEPT (ACT 51)							
203-449-702.001	DEPT HEAD WAGES	1,800.00	491.54		189.60	1,308.46	27.31
203-449-710.000	EMPLOYER FICA	216.00	37.24		14.35	178.76	17.24
203-449-711.000	EMPLOYERS SHARE OF PENSION	216.00	44.82		18.95	171.18	20.75
203-449-712.001	HEALTH INS EXPENSE-HEALTH SAVINGS	0.00	37.80		0.00	(37.80)	100.00
203-449-712.002	ADMIN BENEFITS	500.00	46.96		10.27	453.04	9.39
203-449-731.000	COLD/HOT PATCH	0.00	854.70		0.00	(854.70)	100.00
203-449-734.000	SALT/SAND ROADS	5,650.00	0.00		0.00	5,650.00	0.00
203-449-801.000	CONTRACTED SERVICES	8,000.00	3,050.00		3,050.00	4,950.00	38.13
203-449-806.000	AUDIT SERVICES	1,000.00	885.50		885.50	114.50	88.55
203-449-863.000	STREET STRIPING	1,500.00	516.32		0.00	983.68	34.42
203-449-865.000	STREET SIGNS	500.00	0.00		0.00	500.00	0.00
203-449-944.000	VEHICLE RENTAL	2,000.00	0.00		0.00	2,000.00	0.00
203-449-944.867	VEHICLE RENTAL - STREET REPAIRS	3,000.00	0.00		0.00	3,000.00	0.00
203-449-944.869	VEHICLE RENTAL - SNOW REMOVAL	5,000.00	0.00		0.00	5,000.00	0.00
203-449-956.000	STORM SEWER	0.00	540.00		0.00	(540.00)	100.00
203-449-963.000	MISC EXPENSE	1,000.00	539.12		0.00	460.88	53.91
203-449-970.006	STREET REPAIRS	15,000.00	1,312.48		0.00	13,687.52	8.75
Total Dept 449 - STREET DEPT (ACT 51)		45,382.00	8,356.48		4,168.67	37,025.52	18.41
Dept 450 - MAINTENANCE / CONSTRUCTION							
203-450-702.001	MAINTENANCE WAGES	6,132.00	3,457.53		750.28	2,674.47	56.39
203-450-710.000	MAINTENANCE EMPLOYER FICA	557.00	264.53		57.40	292.47	47.49
203-450-711.000	MAINTENANCE ER SHARE OF PENSION	1,002.00	516.50		82.16	485.50	51.55
203-450-712.002	MAINTENANCE BENEFITS	240.00	113.06		20.86	126.94	47.11
Total Dept 450 - MAINTENANCE / CONSTRUCTION		7,931.00	4,351.62		910.70	3,579.38	54.87
Dept 869 - SNOW REMOVAL							
203-869-702.001	SNOW REMOVAL WAGES	3,784.00	613.63		0.00	3,170.37	16.22
203-869-710.000	SNOW REMOVAL FICA	106.00	45.06		0.00	60.94	42.51
203-869-711.000	SNOW REMOVAL SHARE OF PENSION	211.00	61.35		0.00	149.65	29.08
Total Dept 869 - SNOW REMOVAL		4,101.00	720.04		0.00	3,380.96	17.56
TOTAL EXPENDITURES		57,414.00	13,428.14		5,079.37	43,985.86	23.39

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		AMENDED BUDGET	08/31/2023	MONTH	08/31/2023	NORMAL	(ABNORMAL)	
			(ABNORMAL)	INCREASE	(DECREASE)			USED
Fund 203 - LOCAL STREET FUND								
Fund 203 - LOCAL STREET FUND:								
TOTAL REVENUES		160,807.00	78,027.93		6,606.92		82,779.07	48.52
TOTAL EXPENDITURES		57,414.00	13,428.14		5,079.37		43,985.86	23.39
NET OF REVENUES & EXPENDITURES		103,393.00	64,599.79		1,527.55		38,793.21	62.48

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Fund 204 - GENERAL HWY						
Revenues						
Dept 000 - BALANCE SHEET / GENERAL						
204-000-402.000	CURRENT REAL PROPERTY TAXES	215,000.00	94,859.09	48,866.84	120,140.91	44.12
204-000-410.000	CURRENT PERSONAL PROPERTY TAX	13,500.00	20,129.37	20,063.15	(6,629.37)	149.11
204-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE TAX	24,000.00	27,172.61	0.00	(3,172.61)	113.22
204-000-665.000	INTEREST	3,100.00	2,701.15	555.20	398.85	87.13
Total Dept 000 - BALANCE SHEET / GENERAL		255,600.00	144,862.22	69,485.19	110,737.78	56.68
TOTAL REVENUES		255,600.00	144,862.22	69,485.19	110,737.78	56.68
Expenditures						
Dept 446 - HIGHWAYS, STREETS (NOT ACT 51)						
204-446-702.001	ADMINISTRATION WAGES	11,100.00	2,826.61	1,090.26	8,273.39	25.46
204-446-710.000	ADMINISTRATION FICA	1,061.00	214.19	82.52	846.81	20.19
204-446-711.000	ADMIN EMPLOYERS SHARE OF PENSION	1,251.00	257.94	109.05	993.06	20.62
204-446-712.001	HEALTH INS EXPENSE-HEALTH SAVINGS	0.00	217.35	0.00	(217.35)	100.00
204-446-712.002	ADMIN BENEFITS	1,620.00	269.99	59.03	1,350.01	16.67
204-446-806.000	AUDIT SERVICES	1,500.00	1,265.00	1,265.00	235.00	84.33
204-446-970.000	SIDEWALK REPLACEMENT PROGRAM	10,000.00	8,766.88	5,801.38	1,233.12	87.67
204-446-991.000	CAPITAL IMPROV BOND II - PRIN	115,900.00	115,900.00	0.00	0.00	100.00
204-446-994.000	CAP IMPROV BOND II INTEREST	11,723.00	6,430.36	0.00	5,292.64	54.85
Total Dept 446 - HIGHWAYS, STREETS (NOT ACT 51)		154,155.00	136,148.32	8,407.24	18,006.68	88.32
Dept 450 - MAINTENANCE / CONSTRUCTION						
204-450-702.001	STREET ADMIN SALARY	22,709.00	12,965.91	2,813.55	9,743.09	57.10
204-450-710.000	STREET ADMIN FICA	2,217.00	991.89	215.23	1,225.11	44.74
204-450-711.000	EMPLOYERS SHARE OF PENSION	2,438.00	1,936.94	308.10	501.06	79.45
204-450-712.002	STREET ADMIN BENEFITS	1,035.00	374.04	62.34	660.96	36.14
Total Dept 450 - MAINTENANCE / CONSTRUCTION		28,399.00	16,268.78	3,399.22	12,130.22	57.29
TOTAL EXPENDITURES		182,554.00	152,417.10	11,806.46	30,136.90	83.49
Fund 204 - GENERAL HWY:						
TOTAL REVENUES		255,600.00	144,862.22	69,485.19	110,737.78	56.68
TOTAL EXPENDITURES		182,554.00	152,417.10	11,806.46	30,136.90	83.49
NET OF REVENUES & EXPENDITURES		73,046.00	(7,554.88)	57,678.73	80,600.88	10.34

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G/L NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	08/31/2023	MONTH 08/31/2023	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	316.65	68.79		(251.65)		487.15
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	316.65	68.79		30,748.35		1.02
TOTAL REVENUES		31,065.00	316.65	68.79		30,748.35		1.02
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	0.00		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	7,864.75	0.00		15,135.25		34.19
248-275-806.000	AUDIT SERVICES	150.00	126.50	126.50		23.50		84.33
248-275-881.000	ADVERTISING	1,000.00	879.00	0.00		121.00		87.90
248-275-967.000	BEAUTIFICATION	60,000.00	29,816.77	26,238.75		30,183.23		49.69
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	38,712.02	26,365.25		47,012.98		45.16
TOTAL EXPENDITURES		85,725.00	38,712.02	26,365.25		47,012.98		45.16
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:								
TOTAL REVENUES		31,065.00	316.65	68.79		30,748.35		1.02
TOTAL EXPENDITURES		85,725.00	38,712.02	26,365.25		47,012.98		45.16
NET OF REVENUES & EXPENDITURES		(54,660.00)	(38,395.37)	(26,296.46)		(16,264.63)		70.24

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Fund 290 - ARTS						
Revenues						
Dept 000 - BALANCE SHEET / GENERAL						
290-000-540.000	STATE GRANTS	8,000.00	0.00	0.00	8,000.00	0.00
290-000-602.001	ART IN THE PARK REVENUE-NEXT FY	2,500.00	2,200.00	2,200.00	300.00	88.00
290-000-602.003	FOOD BOOTH FEES	500.00	505.00	130.00	(5.00)	101.00
290-000-602.290	ART IN THE PARK REVENUE	2,500.00	3,300.00	0.00	(800.00)	132.00
290-000-665.000	INTEREST	11.00	100.27	20.49	(89.27)	911.55
290-000-674.000	DONATIONS-PRIVATE SOURCES	7,000.00	10,875.00	0.00	(3,875.00)	155.36
Total Dept 000 - BALANCE SHEET / GENERAL		20,511.00	16,980.27	2,350.49	3,530.73	82.79
TOTAL REVENUES		20,511.00	16,980.27	2,350.49	3,530.73	82.79
Expenditures						
Dept 752 - ARTS						
290-752-727.000	OFFICE SUPPLIES	1,000.00	88.31	0.00	911.69	8.83
290-752-728.000	SUPPLIES	1,000.00	283.78	93.83	716.22	28.38
290-752-740.000	POSTAGE	200.00	66.00	0.00	134.00	33.00
290-752-770.000	CREDIT CARD FEES	0.00	(65.24)	2.13	65.24	100.00
290-752-793.000	OPERATING EXPENSE	150.00	25.00	0.00	125.00	16.67
290-752-794.000	T-SHIRTS	500.00	665.50	23.00	(165.50)	133.10
290-752-795.000	SOUND	1,600.00	1,633.00	0.00	(33.00)	102.06
290-752-798.000	CONCESSIONS SUPPLIES	400.00	345.21	309.47	54.79	86.30
290-752-803.000	SECURITY	300.00	0.00	0.00	300.00	0.00
290-752-806.000	AUDIT SERVICES	150.00	126.50	126.50	23.50	84.33
290-752-851.000	RADIOS	125.00	144.00	0.00	(19.00)	115.20
290-752-852.000	TELEPHONE	625.00	259.45	43.53	365.55	41.51
290-752-881.000	ADVERTISING	6,620.00	7,514.57	570.73	(894.57)	113.51
290-752-882.000	OPER EXP-GRANT DISBURSEMENT	50.00	50.00	0.00	0.00	100.00
290-752-890.001	CLEAN UP	150.00	0.00	0.00	150.00	0.00
290-752-895.000	KIDS AREA	500.00	313.68	0.00	186.32	62.74
290-752-898.000	ENTERTAINMENT	1,500.00	1,725.00	0.00	(225.00)	115.00
290-752-953.000	PORT A POTTY	600.00	590.00	0.00	10.00	98.33
290-752-955.000	GOLF CART RENTALS	1,250.00	1,102.80	107.80	147.20	88.22
290-752-956.000	TENT, TABLES, CHAIR RENTALS	1,100.00	736.00	40.00	364.00	66.91
290-752-963.000	MISCELLANEOUS EXPENSE	0.00	60.00	0.00	(60.00)	100.00
290-752-964.000	REFUND/REIMBURSEMENTS	60.00	20.00	10.00	40.00	33.33
290-752-967.001	PARK IMPROVEMENTS	5,621.00	3,021.20	0.00	2,599.80	53.75
Total Dept 752 - ARTS		23,501.00	18,704.76	1,326.99	4,796.24	79.59
TOTAL EXPENDITURES		23,501.00	18,704.76	1,326.99	4,796.24	79.59
Fund 290 - ARTS:						
TOTAL REVENUES		20,511.00	16,980.27	2,350.49	3,530.73	82.79
TOTAL EXPENDITURES		23,501.00	18,704.76	1,326.99	4,796.24	79.59
NET OF REVENUES & EXPENDITURES		(2,990.00)	(1,724.49)	1,023.50	(1,265.51)	57.68

09/12/2023 01:31 PM		REVENUE AND EXPENDITURE REPORT FOR LAKE ODESSA VILLAGE					Page: 13/17	
User: KATHY								
DB: Lake Odessa Vil		PERIOD ENDING 08/31/2023						
GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	08/31/2023	MONTH	08/31/2023	NORMAL	(ABNORMAL)	
				INCREASE	(DECREASE)			
Fund 291 - CAR SHOW								
Revenues								
Dept 000 - BALANCE SHEET / GENERAL								
291-000-665.000	INTEREST	4.00	11.61		2.44		(7.61)	290.25
Total Dept 000 - BALANCE SHEET / GENERAL		4.00	11.61		2.44		(7.61)	290.25
TOTAL REVENUES		4.00	11.61		2.44		(7.61)	290.25
Fund 291 - CAR SHOW:								
TOTAL REVENUES		4.00	11.61		2.44		(7.61)	290.25
TOTAL EXPENDITURES		0.00	0.00		0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		4.00	11.61		2.44		(7.61)	290.25

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	08/31/2023 NORMAL (ABNORMAL)	MONTH 08/31/2023 INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE		
Fund 590 - SEWER FUND								
Revenues								
Dept 000 - BALANCE SHEET / GENERAL								
590-000-590.603	SEWER NSF REVENUE	0.00	140.00	35.00	(140.00)	100.00		
590-000-614.000	SEWER REVENUE	0.00	678,979.63	148.20	(678,979.63)	100.00		
590-000-615.000	SEWER PENALTIES	0.00	7,769.50	4,444.09	(7,769.50)	100.00		
590-000-619.000	LAB TESTING REVENUE	0.00	40.00	0.00	(40.00)	100.00		
Total Dept 000 - BALANCE SHEET / GENERAL		0.00	686,929.13	4,627.29	(686,929.13)	100.00		
TOTAL REVENUES		0.00	686,929.13	4,627.29	(686,929.13)	100.00		
Fund 590 - SEWER FUND:								
TOTAL REVENUES		0.00	686,929.13	4,627.29	(686,929.13)	100.00		
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00		
NET OF REVENUES & EXPENDITURES		0.00	686,929.13	4,627.29	(686,929.13)	100.00		

		2023-24		YTD BALANCE	ACTIVITY FOR		AVAILABLE		
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL	08/31/2023 (ABNORMAL)	MONTH 08/31/2023 INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	% BDGT USED
Fund 591 - WATER FUND									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
591-000-642.001	FINAL READ INCOME	975,000.00		395,689.06		(78.90)	579,310.94		40.58
591-000-642.002	WATER HOOK UP FEES	4,000.00		69.88		0.00	3,930.12		1.75
591-000-643.000	PENALTIES & INTEREST	5,500.00		4,187.33	2,401.64		1,312.67		76.13
591-000-665.000	INTEREST	4,500.00		2,961.47	607.21		1,538.53		65.81
591-000-684.000	MISC REVENUE	8,000.00		506.10	257.82		7,493.90		6.33
Total Dept 000 - BALANCE SHEET / GENERAL		997,000.00		403,413.84		3,187.77	593,586.16		40.46
TOTAL REVENUES		997,000.00		403,413.84		3,187.77	593,586.16		40.46
Expenditures									
Dept 536 - WATER/SEWER									
591-536-702.001	DEPT HEAD WAGES	60,000.00		23,043.09		6,700.69	36,956.91		38.41
591-536-702.704	FULL TIME WAGES	165,635.00		93,944.58		20,609.58	71,690.42		56.72
591-536-702.705	OVER TIME WAGES	2,704.00		213.55		0.00	2,490.45		7.90
591-536-702.706	PART TIME WAGES	6,000.00		0.00		0.00	6,000.00		0.00
591-536-702.710	WATER LICENSE STIPEND	5,600.00		0.00		0.00	5,600.00		0.00
591-536-702.717	NO FRINGE BENEFIT INCENTIVE	3,000.00		3,000.00		0.00	0.00		100.00
591-536-710.000	EMPLOYER FICA	21,628.00		8,708.07		1,981.83	12,919.93		40.26
591-536-711.000	EMPLOYERS SHARE OF PENSION	23,790.00		12,302.24		2,762.77	11,487.76		51.71
591-536-712.000	HEALTH INSURANCE EXPENSE	46,600.00		14,954.42		2,245.21	31,645.58		32.09
591-536-712.001	HEALTH INS EXPENSE-HEALTH SAVINGS	10,400.00		774.90		0.00	9,625.10		7.45
591-536-712.002	ADMIN BENEFITS	6,000.00		936.64		206.83	5,063.36		15.61
591-536-713.000	DENTAL INSURANCE EXPENSE	5,500.00		2,003.63		401.80	3,496.37		36.43
591-536-714.000	OPTICAL PLAN EXPENSE	725.00		271.72		54.54	453.28		37.48
591-536-720.000	DISABILITY INSURANCE	3,000.00		1,134.00		189.00	1,866.00		37.80
591-536-721.000	LIFE INSURANCE EXPENSE	925.00		352.60		51.82	572.40		38.12
591-536-723.000	WORKMEN'S COMPENSATION	2,479.00		1,799.85		0.00	679.15		72.60
591-536-727.000	OFFICE SUPPLIES	500.00		19.99		0.00	480.01		4.00
591-536-728.000	SUPPLIES	1,500.00		349.34		0.00	1,150.66		23.29
591-536-730.000	MEALS & MILEAGE	200.00		0.00		0.00	200.00		0.00
591-536-732.000	CHEMICAL SUPPLIES	4,500.00		4,151.00		0.00	349.00		92.24
591-536-740.000	POSTAGE	1,600.00		976.17		0.00	623.83		61.01
591-536-741.000	MEDICAL & PHYSICALS	200.00		0.00		0.00	200.00		0.00
591-536-744.000	CLOTHING EXPENSE	1,200.00		0.00		0.00	1,200.00		0.00
591-536-750.000	DUES & MEMBERSHIPS	4,000.00		535.00		0.00	3,465.00		13.38
591-536-751.000	GASOLINE PURCHASES	7,000.00		1,824.18		209.96	5,175.82		26.06
591-536-752.000	EDUCATION & TRAINING	2,500.00		60.00		0.00	2,440.00		2.40
591-536-760.000	FLEET INSURANCE	15,500.00		15,994.58		0.00	(494.58)		103.19
591-536-765.000	BANK FEES	0.00		30.00		20.00	(30.00)		100.00
591-536-770.000	WELLHEAD PROTECTION	5,000.00		0.00		0.00	5,000.00		0.00
591-536-771.000	WATER TESTING FEES	2,000.00		308.00		44.00	1,692.00		15.40
591-536-780.000	METER REPLACEMENT	10,000.00		3,562.18		3,322.18	6,437.82		35.62
591-536-781.000	HYDRANT REPLACEMENT	3,500.00		3,316.00		0.00	184.00		94.74
591-536-801.000	CONTRACTED SERVICES	85,000.00		6,382.14		137.50	78,617.86		7.51
591-536-805.000	ATTORNEY FEES	1,000.00		0.00		0.00	1,000.00		0.00
591-536-806.000	AUDIT SERVICES	3,600.00		3,289.00		3,289.00	311.00		91.36
591-536-850.000	COMMUNICATION EXPENSE	4,500.00		2,483.79		362.45	2,016.21		55.20
591-536-900.000	PRINTING & PUBLISHING	200.00		789.60		0.00	(589.60)		394.80
591-536-920.000	GAS AND ELECTRIC	50,000.00		24,562.98		3,962.05	25,437.02		49.13
591-536-931.001	MAINTENANCE/REPAIR-BUILDING	20,000.00		66.00		0.00	19,934.00		0.33
591-536-931.002	MAINTENANCE/REPAIR-EQUIPMENT	10,000.00		3,702.74		1,603.35	6,297.26		37.03
591-536-931.004	MAINTENANCE/REPAIR-VEHICLE	1,500.00		0.00		0.00	1,500.00		0.00

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	08/31/2023	MONTH	08/31/2023	NORMAL	(ABNORMAL)	
			(ABNORMAL)	INCREASE	(DECREASE)			
Fund 591 - WATER FUND								
Expenditures								
591-536-931.009	MAINTENANCE/REPAIR-WATER LINES	4,000.00	2,702.99		0.00	1,297.01		67.57
591-536-931.010	MAINTENANCE/REPAIRS-TANKS	75,000.00	74,235.00		0.00	765.00		98.98
591-536-932.000	NEW WATER MAINS	5,000.00	0.00		0.00	5,000.00		0.00
591-536-933.000	WELL REPAIRS	5,000.00	0.00		0.00	5,000.00		0.00
591-536-937.000	IRON REMOVAL	55,000.00	0.00		0.00	55,000.00		0.00
591-536-946.000	SCADA CONTROL SYSTEM	2,500.00	0.00		0.00	2,500.00		0.00
591-536-963.000	MISC EXPENSE	4,000.00	913.37		0.00	3,086.63		22.83
591-536-980.001	HARDWARE	9,000.00	3,957.83		792.10	5,042.17		43.98
591-536-980.002	SOFTWARE	500.00	0.00		0.00	500.00		0.00
591-536-991.000	CAPITAL IMPROVEMENT BOND	30,400.00	0.00		0.00	30,400.00		0.00
591-536-991.001	CAPITAL IMPROVEMENT BOND II	17,700.00	0.00		0.00	17,700.00		0.00
591-536-991.002	USDA BOND 2016	71,000.00	0.00		0.00	71,000.00		0.00
591-536-994.000	INTEREST EXPENSE	73,288.00	36,161.07		33,421.92	37,126.93		49.34
Total Dept 536 - WATER/SEWER		951,374.00	353,812.24		82,368.58	597,561.76		37.19
TOTAL EXPENDITURES		951,374.00	353,812.24		82,368.58	597,561.76		37.19
Fund 591 - WATER FUND:								
TOTAL REVENUES		997,000.00	403,413.84		3,187.77	593,586.16		40.46
TOTAL EXPENDITURES		951,374.00	353,812.24		82,368.58	597,561.76		37.19
NET OF REVENUES & EXPENDITURES		45,626.00	49,601.60		(79,180.81)	(3,975.60)		108.71

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2023 NORMAL (ABNORMAL)	MONTH 08/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 999 - PAYROLL CLEARING						
Revenues						
Dept 000 - BALANCE SHEET / GENERAL						
999-000-665.000	INTEREST	0.00	16.71	4.35	(16.71)	100.00
Total Dept 000 - BALANCE SHEET / GENERAL		0.00	16.71	4.35	(16.71)	100.00
TOTAL REVENUES		0.00	16.71	4.35	(16.71)	100.00
Fund 999 - PAYROLL CLEARING:						
TOTAL REVENUES		0.00	16.71	4.35	(16.71)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	16.71	4.35	(16.71)	100.00
TOTAL REVENUES - ALL FUNDS		2,655,041.00	1,895,914.92	306,400.69	759,126.08	71.41
TOTAL EXPENDITURES - ALL FUNDS		2,585,083.00	1,158,749.97	330,715.95	1,426,333.03	44.82
NET OF REVENUES & EXPENDITURES		69,958.00	737,164.95	(24,315.26)	(667,206.95)	1,053.73



Lake Odessa Police Department
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LOPD Calls For Service; 226 Total Calls For Service; 98 Traffic Stops including (2) OWI Arrests (4) Property Damage Accident(s) (3) Felony Arrests (4) Misdemeanor Arrest(s), (2) Weapon Offenses; Ford Mileage 32113, Tahoe Mileage 89542

August 2023 Calls For Service:

08/31/23 16:27:57 2201 - BURGLARY
08/31/23 11:49:08 9908 - GENERAL
08/31/23 11:08:14 5500 - HEALTH & SAFETY
08/31/23 05:59:44 2201 - BURGLARY
08/30/23 17:53:02 5701 - TRESPASSING
08/30/23 17:32:32 99091 - MED 1
08/30/23 16:25:25 9806 - CIVIL DISPUTE
08/30/23 14:04:27 9908A - Assist Other
08/30/23 13:42:26 5402 - OWI/OUID
08/30/23 01:18:27 TRF -
08/30/23 00:54:45 TRF -
08/30/23 00:42:15 Property Check
08/29/23 23:56:21 9807 - SUSPICIOUS
08/29/23 23:25:51 TRF -
08/29/23 22:56:44 TRF -
08/29/23 22:30:14 TRF -
08/29/23 21:44:18 TRF -
08/29/23 20:43:11 TRF -
08/29/23 20:25:59 TRF -
08/29/23 19:59:20 TRF -
08/29/23 19:40:22 TRF -
08/29/23 19:32:20 TRF -
08/29/23 19:27:19 TRF -
08/29/23 19:00:22 9909P - NON EMERGENCY
08/29/23 17:34:48 TRF -
08/29/23 17:12:18 TRF -
08/29/23 16:37:45 TRF -
08/29/23 14:47:31 5300 - DISORDERLY
08/29/23 11:49:00 9908 - GENERAL
08/29/23 09:13:00 9908 - GENERAL
08/29/23 06:06:22 99091 - MED 1
08/29/23 00:51:08 TRF -
08/29/23 00:38:21 TRF -
08/29/23 00:30:58 TRF -
08/29/23 00:10:04 TRF -
08/29/23 00:00:04 TRF -
08/28/23 23:07:27 TRF -
08/28/23 22:45:11 TRF -
08/28/23 22:08:00 TRF -
08/28/23 21:19:12 TRF -
08/28/23 21:12:42 TRF -
08/28/23 20:14:07 TRF -
08/28/23 19:36:15 TRF -
08/28/23 19:17:31 TRF -
08/28/23 17:34:14 TRF -
08/28/23 16:42:50 TRF -
08/28/23 16:33:43 TRF -
08/28/23 16:11:44 TRF -
08/28/23 15:56:50 TRF -
08/28/23 15:49:53 TRF -
08/28/23 15:40:45 TRF -
08/28/23 15:31:21 TRF -
08/28/23 10:52:18 9908 - GENERAL
08/28/23 07:36:19 5402 - OWI/OUID
08/27/23 18:45:10 2900 - MDOP
08/27/23 14:30:46 TRF -
08/27/23 11:57:35 99092 - MED 2
08/26/23 15:01:34 9908 - GENERAL
08/26/23 12:38:46 9301B - PDA TRAFFIC



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08/26/23 09:07:49 TRF -
08/25/23 22:29:08 99091 - MED 1
08/25/23 17:34:21 9504 - WIRES
08/25/23 15:38:04 FOLLOW UP -
08/25/23 12:05:34 9908 - GENERAL
08/25/23 06:22:24 9301B - PDA TRAFFIC
08/25/23 00:55:22 9908A - Assist
08/24/23 22:48:12 9504 - WIRES
08/24/23 21:14:07 9504 - WIRES
08/24/23 21:08:44 9504 - WIRES
08/24/23 16:41:53 9807 - SUSPICIOUS
08/24/23 16:02:21 9807 - SUSPICIOUS
08/24/23 14:15:38 TRF -
08/24/23 10:45:21 911H - 911 Hang Up
08/24/23 09:57:12 9908 - GENERAL
08/24/23 07:44:14 TRF -
08/24/23 07:12:42 TRF -
08/23/23 15:39:03 Assist Outside Agency
08/23/23 14:10:10 2600 - FRAUD
08/23/23 14:01:10 7000 - JUVENILE
08/23/23 09:16:18 9908 - GENERAL
08/22/23 22:48:07 99093 - MED 3
08/22/23 16:42:03 7000 - JUVENILE
08/21/23 22:11:22 5403 - TRAFFIC
08/21/23 16:09:23 9908 - GENERAL
08/20/23 15:03:16 TRF -
08/20/23 11:15:44 9908 - GENERAL
08/20/23 11:02:00 9908 - GENERAL
08/20/23 10:15:54 TRF -
08/20/23 09:32:45 9601 - ABANDONED
08/20/23 01:16:09 9807 - SUSPICIOUS
08/19/23 15:23:21 TRF -
08/19/23 15:09:47 TRF -
08/19/23 14:20:31 TRF -
08/19/23 11:14:21 TRF -
08/19/23 09:02:35 9908 - GENERAL
08/18/23 12:18:55 9909M - MENTAL
08/17/23 17:36:58 9908 - GENERAL
08/17/23 17:00:46 1100 - CSC
08/17/23 16:07:12 9806 - CIVIL DISPUTE
08/16/23 22:59:27 9500 - FIRE ALL
08/16/23 21:05:37 9806 - CIVIL DISPUTE
08/16/23 18:46:21 5000 - WARRANT
08/16/23 16:52:48 FOLLOW UP -
08/16/23 15:41:18 6200 -
08/16/23 08:48:58 99091 - MED 1
08/15/23 18:07:27 9807 - SUSPICIOUS
08/15/23 16:49:24 99093 - MED 3
08/15/23 16:46:08 9908 - GENERAL
08/15/23 10:19:10 9909M - MENTAL
08/15/23 08:29:09 TRF -
08/14/23 18:06:07 99091 - MED 1
08/14/23 16:00:23 99091 - MED 1
08/14/23 14:33:08 5300 - DISORDERLY
08/13/23 18:36:20 2300 - LARCENY
08/13/23 14:40:12 TRF -
08/13/23 10:14:02 Property Check -
08/13/23 00:22:30 TRF -



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08/13/23 00:16:18 9908 - GENERAL
08/13/23 00:09:20 TRF -
08/12/23 21:55:53 TRF -
08/12/23 21:37:00 TRF -
08/12/23 21:06:16 9500 - FIRE ALL
08/12/23 20:13:45 TRF -
08/12/23 19:40:27 TRF -
08/12/23 19:35:58 9808 - LOST
08/12/23 18:45:41 TRF -
08/12/23 18:38:41 TRF -
08/12/23 17:55:28 TRF -
08/12/23 16:59:49 TRF -
08/12/23 16:27:22 FOLLOW UP -
08/12/23 16:09:41 TRF -
08/12/23 16:04:58 TRF -
08/12/23 15:49:49 TRF -
08/12/23 15:37:40 TRF -
08/12/23 15:08:53 TRF -
08/12/23 11:06:24 9808 - LOST
08/12/23 01:30:42 5200 - WEAPONS
08/12/23 00:45:52 TRF -
08/12/23 00:37:28 TRF -
08/12/23 00:24:27 TRF -
08/11/23 23:18:09 TRF -
08/11/23 20:20:13 5000 - WARRANT
08/11/23 20:17:11 99091 - MED 1
08/11/23 20:06:03 TRF -
08/11/23 19:44:22 TRF -
08/11/23 18:47:28 TRF -
08/11/23 18:13:24 TRF -
08/11/23 18:05:24 TRF -
08/11/23 18:00:13 TRF -
08/11/23 17:23:30 TRF -
08/11/23 16:45:26 9908 - GENERAL
08/11/23 16:24:38 TRF -
08/11/23 16:18:08 TRF -
08/11/23 16:11:26 TRF -
08/11/23 15:48:01 9908 - GENERAL
08/11/23 09:58:05 9500 - FIRE ALL
08/10/23 20:38:24 TRF -
08/10/23 20:27:05 TRF -
08/10/23 20:04:58 TRF -
08/10/23 18:37:13 TRF -
08/10/23 18:31:20 TRF -
08/09/23 17:14:03 5403 - TRAFFIC
08/08/23 20:27:58 TRF -
08/08/23 18:22:24 TRF -
08/08/23 18:14:22 9301B - PDA TRAFFIC
08/08/23 17:58:00 TRF -
08/08/23 17:38:57 TRF -
08/08/23 12:19:43 9806 - CIVIL DISPUTE
08/07/23 18:54:53 9500 - FIRE ALL
08/07/23 18:53:41 9500 - FIRE ALL
08/07/23 16:21:25 3800 - FAMILY
08/07/23 16:20:38 9908 - GENERAL
08/07/23 13:04:19 9504 - WIRES
08/07/23 05:39:52 9504 - WIRES
08/06/23 12:40:20 7000 - JUVENILE
08/06/23 10:15:01 TEST - TEST
08/06/23 10:11:39 TEST - TEST
08/06/23 02:34:28 5300 - DISORDERLY
08/05/23 20:54:50 5500 - HEALTH & SAFETY



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8/05/23 20:53:17 911H - 911 Hang Up
08/05/23 19:47:18 9808 - LOST
08/05/23 16:15:03 99092 - MED 2
08/05/23 07:13:06 9909P - NON
08/04/23 21:26:13 FOLLOW UP -
08/04/23 19:57:22 9808 - LOST
08/04/23 19:40:32 9806 - CIVIL
08/04/23 19:07:24 TRF -
08/04/23 18:51:22 TRF -
08/04/23 18:14:23 TRF -
08/04/23 14:52:07 5200 - WEAPONS
08/04/23 14:21:16 9903 - MISSING
08/04/23 14:14:44 9807 - SUSPICIOUS
08/03/23 22:44:07 9903 - MISSING
08/03/23 22:19:40 TRF -
08/03/23 22:04:28 TRF -
08/03/23 21:47:20 TRF -
08/03/23 19:18:57 FOLLOW UP
08/03/23 18:55:20 9903 - MISSING
08/03/23 18:39:26 TRF -
08/03/23 17:58:41 TRF -
08/03/23 17:46:27 TRF -
08/03/23 17:32:12 TRF -
08/03/23 17:09:19 TRF -
08/02/23 21:11:08 9806 - CIVIL DISPUTE
08/02/23 20:52:15 99091 - MED 1
08/02/23 19:53:37 9903 - MISSING
08/02/23 18:54:22 5300 - DISORDERLY
08/02/23 18:42:09 9301B - PDA
08/02/23 09:53:24 FOLLOW UP
08/02/23 05:23:19 99091 - MED 1
08/01/23 20:51:23 1100 - CSC
08/01/23 19:38:20 9807 - SUSPICIOUS
08/01/23 16:10:47 9908 - GENERAL
08/01/23 15:33:47 Assist Outside Agency
08/01/23 15:07:54 9807 - SUSPICIOUS
08/01/23 13:57:28 2900 - MDOP



Who doesn't love a good mystery? Pictured is a film crew from Boston who are filming a documentary on Nancy Drew. They came across a past article where Chief Backing had referenced reading Nancy Drew books as a kid and it was through those chapter books that Chief Backing discovered her passion for problem solving and critical thinking. They reached out to Chief Backing and asked if she would be willing to be in the documentary to talk about how Nancy Drew influenced her life. The film crew spent the day with Chief Backing and the documentary will air on PBS in the future.



Lake Odessa Police Department
839 4th Ave, Lake Odessa, MI 48849
(616) 374-8845

Training:

Officer Tollefson completed Taser Instructor training which covered all areas of taser use and deployment, legal requirements, and medical ramifications.



Officer Joling completed Narcotics training hosted by the Michigan State Police.



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IMAGE ID: 1955608786
www.shutterstock.com

Department of Public Works

August 17th 2023 to September 15th 2023

Council Report

Parks & Beach

Mowing and general upkeep is the current focus in the parks. We will be closing the beach restrooms at the end of September and removing the dock after October 1st. The park restrooms will be closed mid to late October. Winterization will soon follow.

Streets

Sidewalk removal and replacement absorbed much of our time these past few weeks. We have met our budgeted allocations for the year and will be restoring the grassy areas along the sidewalks soon. The guys spent a couple of days trimming low hanging branches along the streets, in preparation for the inevitable snow plowing to come.

Water

During the severe thunderstorm and one of the wildest lightning shows I have ever witnessed, well #7 was once again struck by lightning. I had Peerless Midwest pull the well and set a new submersible motor. The well is now back in operation. Once received, the invoice will be turned over to our insurance provider.

DPW

As you know, we also had several limbs come down during the thunderstorm. We came in after the storm passed to open a few streets, otherwise, we suffered minimal damage compared to several neighboring communities. We announced a date on Facebook and made an additional brush collection. We collected a total 19 dump truck loads of brush during this collection.

The City of Portland received a substantial amount of damage from the storm. Their DPW Director reached out to me for assistance in debris removal. We happily sent two of our guys with dump trucks to lend a hand for two days. With the help from us, other neighboring communities, and a couple of local contractors, they were able to clean up their city in short order and get back to business.

Purchase Request

I spoke with nine different commercial window providers regarding the Page Building windows replacement. Seven of the nine, either did not have the time to do the work, or do not install the type of windows we have. I have received two quotes and recommend awarding the work to Burkey Glass. They have a lead time of four weeks to receive the materials and another three to four weeks before they can begin the work.

I will have shingle replacement quotes for your review at the council meeting in October. These quotes will be for replacing the shingles at the water treatment plant. With the upcoming sandblast/paint project at the plant, we are now very certain the older shingles on the building will likely be damaged beyond repair and need replaced. We had originally anticipated trying to cover the shingles to protect them from damage, but in further discussion with Dixon and the contractor, they believe we will likely need to replace the shingles. We have the available funding for this in our budget. I have been working to obtain these quotes before the September meeting, but contractors are running full tilt right now with all the storm damage, and they are taking longer than normal to do quotes.

For timing purposes and limiting open roof exposure, it would be best if council agreed to allow us to accept the lower of multiple received quotes and proceed with the work. We will likely be sandblasting and painting the plants prior to the October council meeting. This may lead to having a partially exposed roof until a contractor can be granted the work and scheduled.

Additional Comments

Shortly after the August meeting, I spoke with Spitzley Architects LLC regarding the beach pavilion renovation and at the time, they were interested in the project. I was unfortunately notified on the 11th of September, they are downsizing, stepping away from commercial work and would not be able to take on our project. Upon receiving this news, I began looking for another architect and should have a recommendation for you at the October meeting. It is unfortunate, but it seems architects are in limited supply these days.

I have spoken with a steel roofing supplier and currently awaiting their recommendation and budgetary number regarding the Page Building roof. We will have this information to you at the October meeting as well.

The contractor is scheduled to begin asphalt crack filling the week of September 25th. Due to parking area closures, there will be temporary inconveniences in the downtown district. We will progress quickly and attempt to keep traffic impacts to a minimum.

Lake Odessa Village
Zoning Administrator Report
August 2023

Permits:

On 8-8-23 I denied a zoning permit for a home addition to be located at 461 Fourth Ave due to the addition would be in the street right of way and in the setback. I advised the owner about the variance process and find a new configuration to be out of the right of way.

On 8-8-23 I denied a zoning permit for a carport to be located at 907 Sixth Ave because it would be in the side setback. I advised on the variance procedure if the carport could not be moved over. (see next months report – applicant applied for variance but after the ZBA Chair visited the site, he discovered the lot line was farther over than the fence so the setback could be met and no variance needed)

On 8-18-23 I approved a zoning permit to Keith Wilcox for a 4' high fence to be located at 834 Lakeview Dr.

On 8-25-23 I approved a zoning permit to Stuart Ventures LLC for phase 1 of the condos to be built at 874 Third Ave.

On 8-30-23 I approved a zoning permit to Fresh Coast Signs and Graphics, LLC for a projecting sign of 36" by 40" to be located at 1001 Fourth Ave.

On 8-31-23 I approved a zoning permit to Superior Fence and Rail of West Michigan for a 3' high split rail fence to be installed along the east property line at 630 Jordan Lake St.

Miscellaneous:

Phone calls involved various appraisers checking on the zoning classification of assorted parcels. Other questions involved various questions regarding setbacks, fences, pools and permits.

Third Ave Stuart Project

The Planning Commission reviewed the latest version of site plan documents and held a public hearing for the project and specifically phase 1 on 8-23-23. The Planning Commission approved the project for phase 1. A zoning permit was issued for the phase 1 building (see above zoning permits).

Master Plan

The Planning Commission will start reading their master plan for the five year review. If it needs updating a firm will be chosen to assist with the project.

Request for a Tattoo Parlor

New language was written to regulate such a use as a special use and the Planning Commission held a public hearing on it at the 8-23-23 meeting. The zoning ordinance amendment language was recommended to the Council for approval at their next meeting. I am working with the applicant on filling out a special use application to be ready to apply once the zoning amendments are adopted and effective.

811 Second Ave

The owner had started a home business in his detached garage to do some auto related work mostly of the "add on of special aftermarket equipment" without a home business permit. An application was provided to him and it has now been submitted. I reviewed it, wrote a memo, and sent it to the Planning Commission to review as it is a Type 2 home occupation in an accessory building, which is a special use. A public hearing will need to be set and an interpretation determination if it is an allowed use. This will go to the next Planning Commission meeting.



VILLAGE OF LAKE ODESSA, MICHIGAN
RESOLUTION NO. 2023-53
RESOLUTION APPROVING EXPENDITURES FOR THE REPLACEMENT OF
WINDOWS IN THE PAGE MEMORIAL BUILDING

WHEREAS, the Page Memorial Building was built in 1967 as a village and township hall through funds donated by the estate of a successful Lake Odessa businessman, Frank Page, who inherited the bulk of his fortune from a milk condensing process developed by his father, and;

WHEREAS, today the Page Memorial Building now houses offices and meeting space for Lake Odessa's Village Council, Manager, Clerk/Treasurer, Police Department and the Lakewood Wastewater Authority, and;

WHEREAS, recognizing the long-term benefits of investing in energy efficient solutions, the Village Council appropriated funds for window replacement in the FY 2022-2023 budget,

NOW THEREFORE BE IT RESOLVED:

1. The Lake Odessa Village Council approves expending \$39,720.00 for window replacement at the Page Memorial Building through services provided by Burkey Glass.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded

AYES:

NAYS:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED
ADOPTED SEPTEMBER 18, 2023

.....
KATHY S. FORMAN
CLERK/TREASURER



LEADERS IN GLAZING

www.vosglass.com

Grand Rapids: 616-458-1535
Mid-Michigan: 517-679-9465

Date:

9/12/2023

Project Name:

Lake Odessa Twp Entrances

Project Location:

839 Fourth Ave
Lake Odessa, MI

Customer/Bill to:

Lake Odessa

Contact:

Jesse Trout

Phone:

269-804-7013

Email:

jtrout@lakeodessa.com

Architect:

NA

Plans Dated:

NA

File Name:

NA

Your Vos Glass Contact is:

Justin Edmondson
jedmondson@vosglass.com
616.458.1535

Notes:

If you do not have an active account, a 50% deposit is required at time of order, balance due at completion. 3% processing fee for credit card payments.

Proposal

ALUMINUM ENTRANCE (NORTH)

Remove existing, furnish and install one (1) aluminum storefront door with transom
Removal of blinds, furniture, etc. from around the windows by others
Vos Glass is not responsible for damages to surrounding conditions

-ENTRY OPENING: 40" x 96"

-DOOR: One (1) 3'-0" x 7'-0" aluminum entry door;
-Standard "Medium-Stile" Design w/ 10" A.D.A. Bottom Rails

-DOOR HARDWARE: Manufacturer-standard package
-Rim panic exit device
-Butt Hinges with intermediate, push / pull bar, LCN closer

-FRAMING: Tubelite T14000 series 2" x 4 1/2" alum. storefront

-FINISH: Standard dark bronze anodized aluminum finish

-GLAZING: 1" standard clear tempered insulated units

-JOINT SEALANTS: Perimeter sealants included

MATERIALS FURNISHED AND INSTALLED

BASE BID.....\$5,635

ALUMINUM ENTRANCE (EAST OR SOUTH, per entrance)

Remove existing, furnish and install one (1) aluminum storefront door with sidelites and transom
Removal of blinds, furniture, etc. from around the windows by others
Vos Glass is not responsible for damages to surrounding conditions

-ENTRY OPENING: 84" x 96"

-DOOR: One (1) 3'-0" x 7'-0" aluminum entry door;
-Standard "Medium-Stile" Design w/ 10" A.D.A. Bottom Rails

-DOOR HARDWARE: Manufacturer-standard package
-Rim panic exit device
-Butt Hinges with intermediate, push / pull bar, LCN closer

-FRAMING: Tubelite T14000 series 2" x 4 1/2" alum. storefront

-FINISH: Standard dark bronze anodized aluminum finish

-GLAZING: 1" standard clear tempered insulated units

-JOINT SEALANTS: Perimeter sealants included

MATERIALS FURNISHED AND INSTALLED

BASE BID.....\$8,205

ACCEPTANCE OF PROPOSAL

The prices, specifications, and terms and conditions as they appear throughout this proposal are satisfactory and are hereby accepted.

Authorized Signature

Printed Name

Date



LEADERS IN GLAZING

www.vosglass.com

1. **Agreement** Seller's Proposal includes these Terms & Conditions. The Proposal and Terms and Conditions (collectively, Proposal) are the sole terms for Seller's sale of goods (Goods) and performance of services (collectively, the Work). Seller objects to and excludes any inconsistent or additional terms in any other document. Buyer's acceptance of this Proposal shall be conclusively presumed by Buyer's signed acknowledgment copy of the Proposal, Buyer permitting Seller to start Work, or Buyer's acceptance of any Work.
2. **The Work** Seller will perform the Work identified in the Proposal. Unless expressly included in the Proposal, Seller's Work excludes: (a) any design services; (b) permits; (c) historic preservation compliance; (d) any obligation as to hazardous materials, including the duty to discover, abate, handle, or remove lead and asbestos-containing material; (e) costs or work associated with hidden, unusual, or unknown conditions; (f) perimeter sealants/caulking of aluminum; (g) testing; (h) LEED compliance or certification; and (i) stamped certified structural calculations; (j) testing, special samples, and mock-ups; (k) final cleaning of glass and related aluminum; (l) extended or special warranties. Seller has no obligation to protect installed Work and shall not be responsible for damage to installed Work or required to repair damage to installed Work.
3. **Delegated Design** Buyer agrees Seller is not an engineer or architect and is not engaging in or attempting to engage in any design or engineering services for the Work, including without limitation assessing the sufficiency or structural integrity of any design. When such services are expressly required by the Proposal, such services shall be performed by third party licensed engineers or design professionals, under contract with Seller. Seller and Seller's engineer or design professionals shall be entitled to rely upon the completeness, accuracy, and adequacy of Buyer's design and performance criteria.
4. **Price & Payment** Buyer shall pay the Contract Sum stated in the Proposal. The Contract Sum includes sales tax unless otherwise specified. Seller may require a completed and approved credit application before Work begins. If Buyer does not have an account with Seller, a 50% deposit is required at time of order, with the balance due at completion. Credit card payments are subject to a 3% processing fee. For authorized accounts, Seller shall invoice Buyer monthly with payment due NET 30. Seller shall have the right to bill for stored materials. Seller shall be entitled to stop work for nonpayment upon written notice to Buyer. All sums not paid within 30 days shall bear interest at the rate of 1% per month from the due date until paid. Seller may recover from Buyer all costs to enforce the Proposal, including reasonable attorney fees. Buyer's obligation to pay Seller shall not be subject to or conditioned upon Buyer's receipt of payment from any third party.
5. **Shipping & Inspection** Buyer shall promptly inspect delivered Goods and report any damaged, defective, or missing material in writing to Seller. Buyer waives any right to reject or revoke acceptance of Goods unless within 10 days after Buyer learns of the defect or within 45 days after delivery of Goods, whichever is earlier, Buyer notifies Seller in writing of such defect. Title to and the risk of loss of Goods passes to the Buyer when Goods are delivered to Buyer at the location specified in the Proposal. Buyer assumes the risk of loss once Goods are delivered.
6. **Limited Warranty** Seller warrants its Work for a period of one year from the date the Work is substantially complete. Provided Seller receives notice of a defect within that one-year warranty period, Seller will repair or replace, at Seller's sole option, Seller's defective Work. Buyer shall provide Seller a reasonable opportunity to inspect, and repair or replace defective work. This warranty excludes any Work requiring repair or replacement due to normal wear and tear, damage or defects caused by abuse, misuse, improper operation or maintenance, damage resulting from fire, wind, water, lightning, vandalism, corrosive elements, Acts of God, building settling, structural failures of walls or foundations, modifications performed by others, scratches from cleaning, or other damages outside the control of Seller. Seller does not warrant materials manufactured by others; any warranty for materials manufactured by others is exclusively the warranty of that manufacturer on its terms and conditions. Seller disclaims any other warranty and disclaims any warranty of merchantability or fitness for a particular purpose. Seller does not warrant any existing conditions that may affect Seller's Work. This warranty is contingent on Seller first receiving payment in full for the Work.
7. **Limited Remedy & Limited Liability** Buyer's sole and exclusive remedy for any defect in the Work is limited to the repair and replacement of defective Work. The maximum liability for all damages arising from the Work, including without limitation, contract damages and damages for injuries to persons or property, whether arising from Seller's breach of the Proposal, breach of warranty, negligence, or any other theory shall not exceed the price paid by Buyer for the Goods. Buyer waives any claim for incidental, consequential, and special damages, including without limitation, loss of use, loss of value, and loss of profits.
8. **Force Majeure** Seller shall not be liable for any loss, damage, or injury resulting from any circumstance beyond Seller's control (Force Majeure), including but not limited to: changes in the Work; changes to a project schedule that differ from the bid schedule and other schedule changes beyond Seller's reasonable control; labor unrest; fires; unusual weather conditions; acts or omissions of government authorities; changes in applicable law; civil unrest; embargo; vendor priorities or allocations, or unavailable materials; delays in delivery; virus or disease. If a Force Majeure event occurs, Seller shall be entitled to an equitable adjustment in the time to perform the Work and an equitable adjustment to the Contract Sum for any increase in the cost of the Work and for any labor inefficiency or loss or productivity, plus reasonable overhead, and profit.
9. **Delay to Seller** If Seller's performance is delayed through no fault of Seller by more than 30 days, Seller shall have the right to: (i) participate in creating a revised schedule with an agreed upon revised start date and completion date for Seller's performance; and (ii) terminate the Proposal upon seven days' notice to Buyer.
10. **Changes** Seller shall have no obligation to perform any additional or changed Work until Buyer provides written authorization for such work and the parties agree to an equitable adjustment in the Contract Sum (including reasonable overhead and profit) and adjustment in the time to perform. Seller may invoice the costs for added or changed Work during the same period Seller incurs such costs, regardless of whether Buyer has issued a written directive.
11. **Insurance** Seller shall maintain typical general liability, auto, and workers compensation insurance. Buyer and Seller waive all rights against each other for damages to the extent covered by any insurance, except such rights as Buyer or Seller have to the proceeds of such insurance. Buyer and Seller's insurance policies shall provide such waivers of subrogation by endorsement or otherwise.
12. **Indemnity** Buyer shall defend, indemnify, and hold harmless Seller and its agents, employees, and customers, from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any death, or injury to any person, damage or destruction to any property, by whomsoever suffered, resulting or claimed to result in whole or in part, from Seller's acts or omissions or Seller's breach of the Proposal, except where Seller is adjudged to be the sole cause of such claim.
13. **Assignment** Buyer shall not assign or delegate any right, interest, or obligation in this Proposal without Seller's prior written consent.
14. **Termination** Buyer's termination or cancellation of these Terms is conditioned upon Buyer indemnifying Seller against losses caused by Buyer's cancellation. Non-stock, custom, or special orders are non-cancelable. If Buyer breaches the Agreement, Seller shall be entitled to terminate this Agreement upon seven days' written notice to Buyer and shall be entitled to pursue any other remedies available at law or equity.
15. **Enforcement** The Proposal shall not be construed against the drafter and shall be construed in a neutral manner. If any provision of the Proposal is invalid or unenforceable, the remainder of the Proposal shall not be affected, and each provision of the Proposal shall be enforceable to the fullest extent permitted. This Agreement is binding upon and inures to the benefit of the parties and their successors and permitted assigns.
16. **Integration** The Parties intend the Proposal to be a complete, integrated contract. The parties have not made any oral representations or other agreements, except as specifically stated in this Agreement. This Agreement may be amended only by written agreement signed by both parties, except that Seller shall be entitled to payment for all work requested or directed by Buyer, even in the absence of Buyer's written directive.
17. **E-Transaction** The parties may conduct business and exchange and execute records in electronic form.
18. **Licensing Notice** A residential builder or maintenance and alteration contractor must be licensed under Article 24 of Act 299 of the Public Acts of 1980, as amended, Michigan Compiled Laws, §339.2401 to §339.2412. Seller is licensed and Seller's license number is 2102218101.
19. **Limitation of Action** No action, regardless of its theory or form, and arising out of this Proposal or any Work may be brought against Seller more than two (2) years after Seller substantially completes its Work. Seller's investigation of defects in the Work or Seller's performance of warranty work does not extend this two-year period limitation period.
20. **Dispute Resolution** Any controversy arising out of or related to the Proposal, shall first be resolved through good faith direct discussions by party representatives with authority to resolve disputes. If a dispute is not resolved within 14 business days of the first date of direct discussions, the parties shall submit their dispute to facilitative mediation, as a condition precedent to any formal legal proceeding. The parties shall share equally the costs of mediation. Mediation shall occur within 45 days of a party's first request for mediation. If a dispute is not resolved through mediation, at Seller's option, such dispute may be resolved by arbitration, by a single arbitrator under the rules of the American Arbitration Association. The arbitrator's award shall be final, and binding and judgment may be entered upon it in any court having jurisdiction.
21. **Law/Venue** This Proposal shall be made in Kent County, Michigan and is governed by Michigan law. Any action arising out of the Proposal, except as otherwise provided in paragraph 20, shall be brought exclusively in the state or federal courts located in Kent County Michigan. Buyer consents that such courts shall have personal jurisdiction over Buyer. The Parties waive any right to a trial by jury.
22. **Market Volatility** Unless stated otherwise, the prices quoted in this Proposal are valid for 15 days from the date of the Proposal (Price Hold Period). If Buyer and Seller do not execute this Proposal or another trade contract in the Price Hold Period, then Seller shall have the right to reprice the Work to reflect changes in material costs.
23. **Trade Contract** If Seller's Proposal and Terms and Conditions are not used as the trade contract between Buyer and Seller, then Seller's Work is contingent upon the execution of a trade Contract with mutually agreeable terms between Buyer and Seller, and Seller reserves the right to withdraw from the project if terms cannot be reached.



LEADERS IN GLAZING
www.vosglass.com

Grand Rapids: 616-458-1535
Mid-Michigan: 517-679-9465

Date:

9/12/2023

Project Name:

Lake Odessa Twp Windows

Project Location:

839 Fourth Ave
Lake Odessa, MI

Customer/Bill to:

Lake Odessa

Contact:

Jesse Trout

Phone:

269-804-7013

Email:

jtrout@lakeodessa.com

Architect:

NA

Plans Dated:

NA

File Name:

NA

Your Vos Glass Contact is:

Justin Edmondson
jedmondson@vosglass.com
616.458.1535

Notes:

If you do not have an active account, a 50% deposit is required at time of order, balance due at completion. 3% processing fee for credit card payments.

Proposal

ALUMINUM STOREFRONT

Remove existing, furnish and install sixteen (16) aluminum storefront windows
Removal of blinds, furniture, etc. from around the windows by others
Vos Glass is not responsible for damages to surrounding conditions

-OPENINGS: One (1) 138" x 32" (North), Five (5) 64" x 132" (Four thus north, one thus west),
One (1) 40" x 32" (East), Four (4) 80" x 94" (Three thus east, one thus west),
Two (2) 60" x 148" (South East corner), One (1) 150" x 56" (South),
One (1) 48" x 64" (South), and One (1) 96" x 64" (South)

-FRAMING: Tubelite T14000 series 2" x 4 1/2" alum. storefront
Tubelite T24650 series 2" x 6 1/2" alum. storefront

-FINISH: Standard dark bronze anodized aluminum finish

-GLAZING: 1" standard clear tempered insulated units

-FLASHING: Sill flashing included

-JOINT SEALANTS: Perimeter sealants included

MATERIALS FURNISHED AND INSTALLED

BASE BID.....\$60,055

ACCEPTANCE OF PROPOSAL

The prices, specifications, and terms and conditions as they appear throughout this proposal are satisfactory and are hereby accepted.

Authorized Signature

Printed Name

Date



LEADERS IN GLAZING

www.vosglass.com

1. **Agreement** Seller's Proposal includes these Terms & Conditions. The Proposal and Terms and Conditions (collectively, Proposal) are the sole terms for Seller's sale of goods (Goods) and performance of services (collectively, the Work). Seller objects to and excludes any inconsistent or additional terms in any other document. Buyer's acceptance of this Proposal shall be conclusively presumed by Buyer's signed acknowledgment copy of the Proposal, Buyer permitting Seller to start Work, or Buyer's acceptance of any Work.
2. **The Work** Seller will perform the Work identified in the Proposal. Unless expressly included in the Proposal, Seller's Work excludes: (a) any design services; (b) permits; (c) historic preservation compliance; (d) any obligation as to hazardous materials, including the duty to discover, abate, handle, or remove lead and asbestos-containing material; (e) costs or work associated with hidden, unusual, or unknown conditions; (f) perimeter sealants/caulking of aluminum; (g) testing; (h) LEED compliance or certification; and (i) stamped certified structural calculations; (j) testing, special samples, and mock-ups; (k) final cleaning of glass and related aluminum; (l) extended or special warranties. Seller has no obligation to protect installed Work and shall not be responsible for damage to installed Work or required to repair damage to installed Work.
3. **Delegated Design** Buyer agrees Seller is not an engineer or architect and is not engaging in or attempting to engage in any design or engineering services for the Work, including without limitation assessing the sufficiency or structural integrity of any design. When such services are expressly required by the Proposal, such services shall be performed by third party licensed engineers or design professionals, under contract with Seller. Seller and Seller's engineer or design professionals shall be entitled to rely upon the completeness, accuracy, and adequacy of Buyer's design and performance criteria.
4. **Price & Payment** Buyer shall pay the Contract Sum stated in the Proposal. The Contract Sum includes sales tax unless otherwise specified. Seller may require a completed and approved credit application before Work begins. If Buyer does not have an account with Seller, a 50% deposit is required at time of order, with the balance due at completion. Credit card payments are subject to a 3% processing fee. For authorized accounts, Seller shall invoice Buyer monthly with payment due NET 30. Seller shall have the right to bill for stored materials. Seller shall be entitled to stop work for nonpayment upon written notice to Buyer. All sums not paid within 30 days shall bear interest at the rate of 1% per month from the due date until paid. Seller may recover from Buyer all costs to enforce the Proposal, including reasonable attorney fees. Buyer's obligation to pay Seller shall not be subject to or conditioned upon Buyer's receipt of payment from any third party.
5. **Shipping & Inspection** Buyer shall promptly inspect delivered Goods and report any damaged, defective, or missing material in writing to Seller. Buyer waives any right to reject or revoke acceptance of Goods unless within 10 days after Buyer learns of the defect or within 45 days after delivery of Goods, whichever is earlier, Buyer notifies Seller in writing of such defect. Title to and the risk of loss of Goods passes to the Buyer when Goods are delivered to Buyer at the location specified in the Proposal. Buyer assumes the risk of loss once Goods are delivered.
6. **Limited Warranty** Seller warrants its Work for a period of one year from the date the Work is substantially complete. Provided Seller receives notice of a defect within that one-year warranty period, Seller will repair or replace, at Seller's sole option, Seller's defective Work. Buyer shall provide Seller a reasonable opportunity to inspect, and repair or replace defective work. This warranty excludes any Work requiring repair or replacement due to normal wear and tear, damage or defects caused by abuse, misuse, improper operation or maintenance, damage resulting from fire, wind, water, lightning, vandalism, corrosive elements, Acts of God, building settling, structural failures of walls or foundations, modifications performed by others, scratches from cleaning, or other damages outside the control of Seller. Seller does not warrant materials manufactured by others; any warranty for materials manufactured by others is exclusively the warranty of that manufacturer on its terms and conditions. Seller disclaims any other warranty and disclaims any warranty of merchantability or fitness for a particular purpose. Seller does not warrant any existing conditions that may affect Seller's Work. This warranty is contingent on Seller first receiving payment in full for the Work.
7. **Limited Remedy & Limited Liability** Buyer's sole and exclusive remedy for any defect in the Work is limited to the repair and replacement of defective Work. The maximum liability for all damages arising from the Work, including without limitation, contract damages and damages for injuries to persons or property, whether arising from Seller's breach of the Proposal, breach of warranty, negligence, or any other theory shall not exceed the price paid by Buyer for the Goods. Buyer waives any claim for incidental, consequential, and special damages, including without limitation, loss of use, loss of value, and loss of profits.
8. **Force Majeure** Seller shall not be liable for any loss, damage, or injury resulting from any circumstance beyond Seller's control (Force Majeure), including but not limited to: changes in the Work; changes to a project schedule that differ from the bid schedule and other schedule changes beyond Seller's reasonable control; labor unrest; fires; unusual weather conditions; acts or omissions of government authorities; changes in applicable law; civil unrest; embargo; vendor priorities or allocations, or unavailable materials; delays in delivery; virus or disease. If a Force Majeure event occurs, Seller shall be entitled to an equitable adjustment in the time to perform the Work and an equitable adjustment to the Contract Sum for any increase in the cost of the Work and for any labor inefficiency or loss or productivity, plus reasonable overhead, and profit.
9. **Delay to Seller** If Seller's performance is delayed through no fault of Seller by more than 30 days, Seller shall have the right to: (i) participate in creating a revised schedule with an agreed upon revised start date and completion date for Seller's performance; and (ii) terminate the Proposal upon seven days' notice to Buyer.
10. **Changes** Seller shall have no obligation to perform any additional or changed Work until Buyer provides written authorization for such work and the parties agree to an equitable adjustment in the Contract Sum (including reasonable overhead and profit) and adjustment in the time to perform. Seller may invoice the costs for added or changed Work during the same period Seller incurs such costs, regardless of whether Buyer has issued a written directive.
11. **Insurance** Seller shall maintain typical general liability, auto, and workers compensation insurance. Buyer and Seller waive all rights against each other for damages to the extent covered by any insurance, except such rights as Buyer or Seller have to the proceeds of such insurance. Buyer and Seller's insurance policies shall provide such waivers of subrogation by endorsement or otherwise.
12. **Indemnity** Buyer shall defend, indemnify, and hold harmless Seller and its agents, employees, and customers, from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any death, or injury to any person, damage or destruction to any property, by whomsoever suffered, resulting or claimed to result in whole or in part, from Seller's acts or omissions or Seller's breach of the Proposal, except where Seller is adjudged to be the sole cause of such claim.
13. **Assignment** Buyer shall not assign or delegate any right, interest, or obligation in this Proposal without Seller's prior written consent.
14. **Termination** Buyer's termination or cancellation of these Terms is conditioned upon Buyer indemnifying Seller against losses caused by Buyer's cancellation. Non-stock, custom, or special orders are non-cancelable. If Buyer breaches the Agreement, Seller shall be entitled to terminate this Agreement upon seven days' written notice to Buyer and shall be entitled to pursue any other remedies available at law or equity.
15. **Enforcement** The Proposal shall not be construed against the drafter and shall be construed in a neutral manner. If any provision of the Proposal is invalid or unenforceable, the remainder of the Proposal shall not be affected, and each provision of the Proposal shall be enforceable to the fullest extent permitted. This Agreement is binding upon and inures to the benefit of the parties and their successors and permitted assigns.
16. **Integration** The Parties intend the Proposal to be a complete, integrated contract. The parties have not made any oral representations or other agreements, except as specifically stated in this Agreement. This Agreement may be amended only by written agreement signed by both parties, except that Seller shall be entitled to payment for all work requested or directed by Buyer, even in the absence of Buyer's written directive.
17. **E-Transaction** The parties may conduct business and exchange and execute records in electronic form.
18. **Licensing Notice** A residential builder or maintenance and alteration contractor must be licensed under Article 24 of Act 299 of the Public Acts of 1980, as amended, Michigan Compiled Laws, §339.2401 to §339.2412. Seller is licensed and Seller's license number is 2102218101.
19. **Limitation of Action** No action, regardless of its theory or form, and arising out of this Proposal or any Work may be brought against Seller more than two (2) years after Seller substantially completes its Work. Seller's investigation of defects in the Work or Seller's performance of warranty work does not extend this two-year period limitation period.
20. **Dispute Resolution** Any controversy arising out of or related to the Proposal, shall first be resolved through good faith direct discussions by party representatives with authority to resolve disputes. If a dispute is not resolved within 14 business days of the first date of direct discussions, the parties shall submit their dispute to facilitative mediation, as a condition precedent to any formal legal proceeding. The parties shall share equally the costs of mediation. Mediation shall occur within 45 days of a party's first request for mediation. If a dispute is not resolved through mediation, at Seller's option, such dispute may be resolved by arbitration, by a single arbitrator under the rules of the American Arbitration Association. The arbitrator's award shall be final, and binding and judgment may be entered upon it in any court having jurisdiction.
21. **Law/Venue** This Proposal shall be made in Kent County, Michigan and is governed by Michigan law. Any action arising out of the Proposal, except as otherwise provided in paragraph 20, shall be brought exclusively in the state or federal courts located in Kent County Michigan. Buyer consents that such courts shall have personal jurisdiction over Buyer. The Parties waive any right to a trial by jury.
22. **Market Volatility** Unless stated otherwise, the prices quoted in this Proposal are valid for 15 days from the date of the Proposal (Price Hold Period). If Buyer and Seller do not execute this Proposal or another trade contract in the Price Hold Period, then Seller shall have the right to reprice the Work to reflect changes in material costs.
23. **Trade Contract** If Seller's Proposal and Terms and Conditions are not used as the trade contract between Buyer and Seller, then Seller's Work is contingent upon the execution of a trade Contract with mutually agreeable terms between Buyer and Seller, and Seller reserves the right to withdraw from the project if terms cannot be reached.



218 N JEFFERSON ST
HASTINGS MI 49058
(269)945-5085 Fax:(269)945-3760
Tax# 38-2484279

Quote: 4152

Date: 12/02/2022

Customer

VILLAGE OF LAKE ODESSA
839 FOURTH AVE
LAKE ODESSA MI 48849

H (616)374-8062

Csr: AK Tech: PO Terms: C.O.D

<u>Qty</u>	<u>Part / Description</u>
1	COMPART - Southside 4 Lite Window (\$3000.00) Includes: (144" X 60") 1" Low E Insulated Glass Dark Bronze Finish Installation (1) Thus
1	COMPART - North, West & North Rear 3 Lite Window (\$10800.00) Includes: (132" X 65") 1" Low E Insulated Glass Dark Bronze Finish Installation (5) Thus
1	COMPART - South Break Room 2 Lite Window (\$2000.00) Includes: (48" X 60") 1" Low E Insulated Glass Dark Bronze Finish Installation (1) Thus
1	COMPART - South Rear 3 Lite Window (\$2750.00) Includes: (96" X 65") 1" Low E Insulated Glass Dark Bronze Finish Installation (1) Thus
1	COMPART - Entrance Area & Back 3 Lite Window (\$10260.00) Includes: (80" X 96") 1" Low E Insulated Glass

Continued...

vers:9.2.10 Page: 1



218 N JEFFERSON ST
HASTINGS MI 49058
(269)945-5085 Fax:(269)945-3760
Tax# 38-2484279

Quote: 4152

Date: 12/02/2022

Customer

VILLAGE OF LAKE ODESSA
839 FOURTH AVE
LAKE ODESSA MI 48849

H (616)374-8062

Csr: AK Tech: PO Terms: C.O.D

Dark Bronze Finish
Installation
(4) Thus

1 COMPART - North Front 5 Lite Window (\$2710.00)

Includes: (140" X 32")
1" Low E Insulated Glass
Dark Bronze Finish
Installation
(1) Thus

1 COMPART - East 1 Lite Window (\$1400.00)

Includes: (40" X 32")
1" Low E Insulated Glass
Dark Bronze Finish
Installation
(1) Thus

1 COMPART - East & North 4 Lite Window (\$6800.00)

Includes: (60" 150")
1" Low E Insulated Glass
Dark Bronze Finish
Installation
(2) Thus

Notes:

jtrout@lakeodessa.org

Job Site: VILLAGE OF LAKE ODESSA
839 FOURTH AVE
LAKE ODESSA MI 48849

Thank You!

Signature _____

Total
39,720.00

Payments
0.00

Balance
39,720.00



**218 N JEFFERSON ST
HASTINGS MI 49058
(269)945-5085 Fax:(269)945-3760
Tax# 38-2484279**

Quote: 4152

Date: 12/02/2022

Customer

VILLAGE OF LAKE ODESSA
839 FOURTH AVE
LAKE ODESSA MI 48849

H (616)374-8062

Csr: AK Tech: PO Terms: C.O.D

www.burkeyglass.com



VILLAGE OF LAKE ODESSA, MICHIGAN
RESOLUTION NO. 2023-54
RESOLUTION APPROVING EXPENDITURES FOR ROOF REPLACEMENT
AT THE WATER TREATMENT PLANT

WHEREAS, the Village of Lake Odessa owns, operates, and maintains a municipal water system that provides clean drinking water to the residents and businesses of Lake Odessa; and

WHEREAS, this water is pumped from the ground through a series of wells and is then pumped to a water filtration plant located on Bonanza Road; and

WHEREAS, this filtration plant contains equipment that filters the water and distributes it out to the community; and

WHEREAS, due to the nature of this equipment and the product being supplied, it is necessary to maintain a dry environment so that this equipment may continue to produce clean, potable water for residents on a continual basis; and

WHEREAS, the current roof has known deficiencies, and will be damaged further by a project related to the exterior rehabilitation of facility water tanks,

NOW THEREFORE BE IT RESOLVED:

1. The Lake Odessa Village Council approves expending up to \$20,000 for roof replacement at the Water Treatment Plant, through a company selected by the Village Manager, with consultation from the Director of Public Works.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded

AYES:

NAYS:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED
ADOPTED SEPTEMBER 18, 2023

.....
KATHY S. FORMAN
CLERK/TREASURER



VILLAGE OF LAKE ODESSA, MICHIGAN
RESOLUTION NO. 2023-55
A RESOLUTION REGULATING THE OPERATION OF
MOBILE FOOD VENDING UNITS

WHEREAS, the Lake Odessa Village Council believes appropriate guidelines for the preparation and sale of food is important to the safety, health and wellbeing of residents in the Village of Lake Odessa; and

WHEREAS, the Lake Odessa Village Council has approved Ordinance 2023-03 which adds Article II, "Mobile Food Vending," to Chapter 21, "Peddlers and Solicitors," and;

NOW, THEREFORE, BE IT RESOLVED, That the Lake Odessa Village Council, pursuant to the powers granted by Article II, Chapter 21 of the Lake Odessa Code of Ordinances, hereby enacts the following rules related to the licensing and operation of mobile food vendors:

1. The Village shall not issue more than two licenses within a single calendar month.
2. The Village shall not review, accept, hold or retain applications on which the requested date of operation is more than 60 days into the future.
3. A \$40 non-refundable application fee shall be required with every application.
4. Operation of licensed mobile food vending shall be limited to the following locations:
 - a. In the Village Park, on the section of Third Avenue designed for the reversal of vehicular traffic.
 - b. In the Village Park, in the parking lot located on Jordan Lake Street between Second Avenue and Fourth Avenue.
 - c. In street parking space(s) on the section of Fourth Avenue between Third Street and Fourth Street

BE IT FURTHER RESOLVED, That any rule established by this Resolution does not apply to the following:

1. Mobile food vendors operating in conjunction with a fair, festival, community event, or farmers' market.
2. Mobile food vendors operating as part of an event hosted by a local business or organization celebrating its anniversary, grand opening or ribbon cutting.

BE IT FURTHER RESOLVED, That this Resolution supercedes and replaces Resolution 2023-52.

AYES:

NAYS:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED
ADOPTED SEPTEMBER 18, 2023.

.....
KATHY S. FORMAN
CLERK/TREASURER



AGENDA ITEM SUMMARY

Board:	Village Council
Meeting Date:	September 18, 2023
Agenda Item:	Tattoo Parlor and Body Piercing Establishment Ordinance

BACKGROUND

Proposed Ordinance 2023-04 would amend the Village's Code of Ordinances to permit and regulate tattoo parlors and body piercing establishments.

A public hearing on this proposed Ordinance was held by the Planning Commission on August 23. After the hearing was concluded, the Commission voted unanimously in favor of recommending this proposed Ordinance be adopted.

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

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

ORDINANCE NO. 2023-04

**AN ORDINANCE TO AMEND THE CODE OF
ORDINANCES OF THE VILLAGE OF LAKE ODESSA BY
AMENDING SECTIONS 5 AND 35 OF CHAPTER 36,
“ZONING,” AND BY ADDING A NEW SECTION 102, TO
REGULATE TATTOO PARLORS AND BODY PIERCING
ESTABLISHMENTS.**

THE VILLAGE OF LAKE ODESSA ORDAINS:

Section 1. Amendment of Section 36-5. That Section 5, “Definitions,” of Article I, “In General,” of Chapter 36, “Zoning,” of the Lake Odessa Village Code is hereby amended to read as follows:

Sec. 36-5. Definitions.

(a) Usage.

- (1) For the purpose of this chapter, certain numbers, abbreviations, terms and words used herein shall be used, interpreted and defined as set forth in this section.
- (2) Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the singular number include the plural; and words used in the plural number include the singular; the word "herein" means in this chapter; the word "regulation" means the regulations of this chapter; and the words "this chapter" shall mean "the ordinance text, tables and maps included herein, as enacted or subsequently amended."
- (3) A "person" includes a corporation, a partnership, and an unincorporated association of persons such as a club; "shall" is always mandatory; a "lot" includes a plot or parcel; a "building" includes a structure; a "building" or "structure" includes any part thereof; "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged or designed to be used or occupied."
- (4) The "village" is the Village of Lake Odessa in the County of Ionia, State of Michigan; the "village council," "board of appeals", and "planning commission" are respectively the village council, board of appeals, and planning commission of the Village of Lake Odessa.

- (b) *Words and terms defined.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) "A"

Accessory building means a building or structure located on the same lot with the principal or main building, or a portion thereof. An accessory building is detached from the main building. Where a structure is attached to a main building in a manner by a wall or roof, it shall be considered a part of the main building.

Accessory use means a use customarily incidental and subordinate to the principal use or structure, and located in the same lot with such principal use or structure.

Agriculture means raising of crops, animals and animal products, forestry and commonly accepted agricultural operations for commercial purposes including the sale of products grown on the premises.

Animal clinic means a place where animals are given medical care and the boarding of animals is limited to short-term care incidental to the hospital use.

Automobile dealership means the use of a building, land area, or other premises for the display and sale of new or used automobiles, but may include light trucks or vans, trailers, or recreational vehicles; and which may include vehicle preparation or repair work conducted as an ancillary use.

Automobile service station means any building, land area, or other premises or portion thereof, used for the retail dispensing or sales of vehicular fuels; and which may include as an ancillary use the servicing and repair of automobiles and the sale and installation of lubricants, tires, batteries, and similar vehicle accessories.

Automobile wash means any building or premises or portions thereof used for washing automobiles.

(2) "B"

Bed and breakfast means a private residence that offers overnight accommodations to lodgers in the innkeeper's (owner or operator) principal residence and serves breakfasts at no extra cost to its lodgers, provided that:

- a. For the purpose of this definition, a lodger means a person who rents a sleeping room in a bed and breakfast establishment for fewer than 30 consecutive days;
- b. Off-street parking shall be provided in addition to that required for residential purposes at a rate of one vehicle space per sleeping room, and shall be located and screened so as to minimize negative impacts on adjacent lands;
- c. The bed and breakfast shall have no more than five guest sleeping rooms; and,
- d. Meals may be served only to the operator's family and overnight guests of the establishment.

Boardinghouse (or lodginghouse), residential means a year round residential dwelling having one kitchen and used for the purpose of providing lodging, or both meals and lodging to three or more persons for a fee. The term "boardinghouse (or lodginghouse), residential" does not include motels, motor hotels, tourist rooms, mobile homes or recreation vehicles, all of which are deemed to be transient and commercial oriented.

Body-Piercing means the perforation of human tissue other than an ear for a nonmedical purpose.

Body-Piercing Establishment means an establishment where the perforation of human tissue other than an ear for nonmedical purpose is performed, whether or not it is in exchange for compensation or any form of consideration.

Building means any structure having a roof.

Building height means the elevation measured from the average finished lot grade at the front of the building, to the highest point of the roof.

(3) "C"

Church means a building or structure, or groups of buildings or structures, that by design and construction are intended and used for conducting organized religious services.

Commercial greenhouse means a building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of plants for subsequent sale.

Construction means the building, erection, alteration, repair, renovation (or demolition or removal) of any building, structure or structural foundation; or the physical excavation, filling and grading of any lot shall constitute construction.

Convenience/grocery store means an establishment offering for sale prepackaged food products, household items, newspapers and magazines, and freshly prepared foods, for off-site consumption.

(4) "D"

Dwelling, multiple family, means a building or portion thereof, used or designed for occupancy by more than two families living independently of each other. This definition does not include single-family attached dwellings or two-family dwellings.

Dwelling, single-family attached, means a group of three or more single-family dwelling units which are joined consecutively by a common party wall, but not a common floor-ceiling. Each unit shall have its outside entrance. For the purposes of this chapter, dwellings such as semi-detached and rowhouses, shall be deemed a single-family attached dwelling.

Dwelling, single-family detached means a unit exclusively for use by one family which is entirely surrounded by open space or yards on the same lot.

Dwelling, two-family means a detached building used or designed for use exclusively by two families living independently of each other and each doing their own cooking in said building. It may also be termed a duplex.

Dwelling unit or *dwelling* means a dwelling unit is any building or portion thereof having cooking facilities, which is occupied wholly as the home, residence or sleeping place of one family, either permanently or temporarily, but in no case shall a motor home, trailer coach, automobile chassis, tent or portable building be considered a dwelling. In case of a partial occupancy, where a building is occupied in part as a dwelling unit, the part so occupied shall be deemed a dwelling unit for the purposes of this chapter and shall comply with the provision thereof relative to dwellings.

(5) "E"

Efficiency unit (studio) means a dwelling unit for one individual or small family consisting of one room, exclusive of bathroom, hallway, closets and the like.

Essential public services means the erection, construction, alteration or maintenance by public utilities or municipal departments or commissions of underground or overhead gas, electrical, steam or water transmission, or distribution system, collection, communication, supply, or disposal system (including towers, structures, poles, wires, drains, sewers, traffic signals, pipes, conduits, cables, fire alarm boxes, police call boxes, hydrants, electric substations, gas regulator stations, and other similar equipment and accessories (in connection therewith)) reasonably necessary for the furnishing of adequate service by such public utilities or municipal department of commissions for the public health, safety or general welfare.

(6) "F"

Family means one or more persons occupying a dwelling unit as a single nonprofit housekeeping unit. More than six persons (exclusive of domestic servants), of whom are not related by blood, marriage or adoption, shall not be considered to constitute a family.

Farm animal means any horse, swine, goat, llama, mink, fowl, or any other animal typically raised for commercial profit or slaughter.

Flood hazard area means that area subject to flooding on the average of once in every hundred years based on information supplied by the U.S. Department of Housing and Urban Development, Federal Insurance Administration.

Floor area means the sum of the gross horizontal areas of the several floors of the building measured from the interior faces of the exterior walls or from the center line of wall separating two buildings. The floor area of a building shall include the basement floor area when more than one-half of the basement height is above the established curb level, or finished lot grade, whichever is higher. The term "floor area" shall not include elevator shafts and stairwells at each floor, floor space used for mechanical equipment (except equipment, open or enclosed, located on the roof), attic space having headroom of seven feet or less, or interior balconies or mezzanines. Any space devoted to off-street parking or loading shall not be included in floor area. Areas of basements, utility rooms, breezeways, porches or attached garages are not included.

Florist shop means an establishment engaged in selling floriculture or related merchandise to the general public.

Freestanding ground sign means a sign which is supported by one or more poles, posts or braces or which rests on the ground or near the ground or on a foundation on the ground. Such sign shall be located outside any street right of way, not block driver vehicle visibility, not be higher than six feet and not exceed 12 square feet.

Freestanding outdoor furnace means any device, apparatus or structure that:

- a. Is designed, intended or used to provide heat and/or hot water to any residence or structure; and
- b. Operates by burning wood or other solid fuel such as, but not limited to, coal, paper or agricultural products; and

- c. Is not located within the residence or structure for which it is providing heat and/or hot water.

Funeral home means a building used for the preparation of the deceased for burial and the display of the deceased and rituals connected therewith before burial or cremation.

(7) "G"

Garage, public, means a public building used for the care, repair, or storage of automobiles.

Garage sale means home sale, basement sale, attic sale, rummage sale, yard sale, or other type of so-called residential sale of used tangible personal property such as, but not limited to, clothing, household effects, tools, garden implements, toys, recreation equipment or other used or secondhand items customarily found in and about the home and advertised in a manner whereby the public at large is, or can be, aware of such sale.

(8) "H"

Home occupation means a legal activity, profession or other occupation not otherwise permitted in the district, which is conducted as an incidental, secondary accessory use on a residential lot by at least one member of the family residing on the premises, does not change the general character of the area, and which conforms to the provisions of this chapter.

Hotel means a facility offering transient lodging accommodations to the general public and travelers, containing sleeping units with or without meals or kitchens, for compensation on a transient basis and which may provide additional services, such as restaurants, meeting rooms, and recreational facilities.

(9) "I"

Inn (or lodge) means a building for the transient accommodation of sleeping units for guests or travelers with or without kitchens for compensation on a transient basis and which may provide additional services, such as restaurants, meeting rooms, and recreational facilities.

(10) "J"

Junkyard means any land over 200 square feet in area including buildings thereon used primarily for the collecting, storage, and abandonment of waste paper, rags, scrap metal, or discarded materials which is for sale; or for the collecting, dismantling, storage or salvaging of machinery or vehicles not in running condition for the sale of parts thereof.

(11) "K"

(12) "L"

Laundromat means an establishment providing washing, drying, or dry-cleaning machines on the premises for use to the general public.

Light industry means any industrial or warehousing operation that meets the performance standards of this chapter; and which is totally contained inside an enclosure of whose operation or storage is totally screened from view, and which does

not create excessive demands on public roads, water and sewage facilities or other community facilities.

Lodger means a person who rents a room in a public transient overnight facility such as a hotel, motel, inn or lodge.

Lot means a parcel of land which is separately described on a deed or other instrument recorded in the office of the Register of Deeds, whether by metes and bounds description, as part of a platted subdivision or condominium unit intended for individual ownership and use and is also land occupied, or designed to be occupied by one principal building and the accessory buildings and structures customarily incidental in connection with such buildings. A lot may or may not be the land shown on a duly recorded plat. If more than one lot of record is held in common ownership and said lots are contiguous, undeveloped, and substandard in size to the minimum lot size in the zoning districts, they shall, for the purpose of this chapter, be held as one lot or as many lots as shall leave no lot substandard. When adjacent lots under common ownership cannot be combined due to legal or other lawful means, then they may be considered a "zoning lot" for construction permits. Adjacent lots under common ownership may be considered together as part of the primary lot with the principal building to obtain construction permits for accessory uses. Multiple adjacent lots may also be considered one zoning lot in consideration for a zoning or building permit and setbacks are measured from the outside perimeter as if they are one lot (example: multiple platted lots where a house is constructed over the interior boundary lines or a house is on one lot and accessory uses such as a garage or pool are proposed for an adjacent lot). Adjacent lots are defined as lots that share common boundary lines.

Lot area means area of a lot bounded by lot lines.

Lot, corner, means a lot whose lot lines form an interior angle of less than 135 degrees at the intersection of two street lines. A lot abutting on a current street or streets shall be deemed a corner lot if the tangents to the curve at the points of intersection of the side lot lines with the street lines intersect at an interior angle of 135 degrees.

Lot coverage means the amount of a lot, stated in terms of percentage, that is covered by all roofed buildings and/or structures located thereon. This shall be deemed to include all buildings, porches, arbors, breezeways, patio roofs, and the like, whether open box-type and/or lathe roofs, or fully roofed, but shall not be deemed to include fences, walls, or hedges used as fences, or swimming pools.

Lot line means the boundary of a lot, as defined herein:

Lot line, front, means the exterior line or right-of-way of a road on which a lot fronts or abuts.

Lot line, rear, means any lot line, other than a front lot line, which is parallel or nearly parallel at the front of the line.

Lot line, side, means any lot line not a front or rear lot line.

A corner lot and a through lot shall have two front lot lines and front yards. Notwithstanding section 36-63(d)(3), corner lots and through lots shall have a principal front lot line and a secondary front lot line. The principal front lot line shall be the shorter of the two lot lines for a corner lot. For a through lot, the principal front lot line shall be the lot line parallel to and adjacent to the street where the street address is

taken; if the lot has not been assigned a street address, the principal front lot line shall be consistent with the majority of surrounding properties.

Lot, through, means any interior lot having frontage on two parallel streets.

Lot width means the horizontal distance between the side lot lines, measured parallel to the front lot line at the minimum required building setback line.

(13) "M"

Marihuana, also known as *Medical Marihuana*, also known as *Marijuana*, also known as *Cannabis*: that term shall have the meaning given to it in Section 7601 of the Michigan Public Health Code, 1978 PA 368, as amended, MCL 333.7106 et seq., as is referred to in Section 3(d) of the Michigan Medical Marihuana Act, PA 2008, Initiated Law 1, MCL 333.26423(d), as amended. Any other term pertaining to marihuana used in this chapter and not otherwise defined shall have the meaning given to it in the Michigan Medical Marihuana Act and/or in the General Rules of the Michigan Department of Community Health issued in connection with that Act.

Marihuana collective or cooperative means any facility, structure, dwelling or other location where medical marihuana is grown, cultivated, processed, stored, transmitted, dispensed, consumed, used, given, delivered, provided, made available to and/or distributed by two or more of the following: a registered primary caregiver or a registered qualifying patient, as defined by the Michigan Medical Marihuana Act, PA 2008, Initiated Law 1, MCL 333.26421 et seq. (the "Act"), or a person in possession of an identification card issued under the Act or in possession of an application for such an identification card. The term "collective" or "cooperative" shall not apply to a registered primary caregiver that provides necessary care and marihuana for medical use exclusively to his/her five fewer designated qualifying patients in strict accordance with the Michigan Medical Marihuana Act, PA 2008, Initiated Law 1, MCL 333.26421 et seq. or the Administrative Rules of the Michigan Department of Community Health, Michigan Admin Code, R 333.101 through R 333.133. A "marijuana collective or cooperative" shall not include the following uses: a State-licensed health care facility; a State-licensed residential care facility for the elderly or infirmed; or a residential hospice care facility, as long as any such use complies strictly with applicable laws and rules of the State of Michigan. It is unlawful to establish or operate a profit or nonprofit medical marihuana dispensary, collective or cooperative within the village.

Marihuana dispensary or dispensary means any facility, structure, dwelling or other location where medical marihuana is grown, cultivated, processed, stored, transmitted, dispensed, consumed, used, given, delivered, provided, made available to and/or distributed by two or more of the following: a registered primary caregiver or a registered qualifying patient, as defined by the Michigan Medical Marihuana Act, PA 2008, Initiated Law 1, MCL 333.26421 et seq. (the "Act"), or a person in possession of an identification card issued under the Act or in possession of an application for such an identification card. The term "dispensary" shall not apply to a registered primary caregiver that provides necessary care and marihuana for medical use exclusively to his/her five or fewer designated qualifying patients in strict accordance with the Michigan Medical Marihuana Act, PA 2008, Initiated Law 1, MCL 333.26421 et seq. or the Administrative Rules of the Michigan Department of Community Health, Michigan Admin Code, R 333.101 through R 333.133. A "marihuana dispensary" shall

not include the following uses: a State-licensed health care facility; a State-licensed residential care facility for the elderly or infirmed; or a residential hospice care facility, as long as any such use complies strictly with applicable laws and rules of the State of Michigan. It is unlawful to establish or operate a profit or nonprofit medical marihuana dispensary, collective or cooperative within the Village.

Medical use of marihuana means the acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition, as defined under the Michigan Medical Marihuana Act, PA 2008, Initiated Law 1, MCL 333.26421 et seq., as amended.

Mobile home means a structure, transportable in one or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure and is installed by a Michigan Licensed Mobile Home dealer or Michigan Licensed Mobile Home installer as required by Michigan statute, and administrative rules promulgated thereunder. The term "mobile home" does not include a recreational vehicle. See Public Act No. 96 of 1987 (MCL 125.2301 et seq.)

Mobile home park means a parcel or tract of land, under the control of a person, upon which three or more mobile homes are located on a continual, nonrecreational basis, and which is offered to the public for that purpose regardless of whether a charge is made therefore, together with any building, structure, enclosure, street, equipment, or facility used or intended or used incidental to the occupancy of a mobile home, and which is not intended for use as a recreation vehicle trailer park. See Public Act No. 96 of 1987 (MCL 125.2301 et seq.).

Mortuary means a place for the storage of human bodies prior to their burial or cremation.

Motel means an establishment providing sleeping accommodations with a majority of all rooms having direct access to the outside without the necessity of passing through the main lobby of the building.

(14) "N"

Net buildable area means contiguous land excluding land subject to flooding six months of the year, poor drainage, steep slopes, rock out crops and land encumbered by easements.

Nonconforming lot of record (substandard lot) means a lot lawfully existing at the effective date of the ordinance from which this chapter is derived, or affecting amendment, and which fails to meet the minimum area requirements of the zoning district in which it is located.

Nonconforming structure means a structure, or portion thereof, lawfully existing at the effective date of the ordinance from which this chapter is derived, or affecting amendment, and which fails to meet the minimum yard setback requirements of the zoning district in which it is located.

Nonconforming use means a use lawfully existing in a building or on land at the effective date of the ordinance from which this chapter is derived, or affecting amendment, and which fails to conform to the use regulations of the zoning district in which it is located.

(15) "O"

(16) "P"

Personal service business means an establishment primarily engaged in providing services involving the care of a person or his or her goods or apparel, but not including a tattoo or piercing parlor.

Private road means a private road or street shall be defined as a street or drive which provides access to two or more adjacent properties which is constructed and maintained by the owner or owners, and which is not dedicated for the general public use.

Professional office means the office of a member of a recognized profession maintained for the conduct of that profession, which may include banks and medical and dental establishments, provided that such medical and dental establishments provide services on an out-patient basis.

(17) "Q"

Quarry or quarrying operation means any place where stone, sand, gravel, minerals, or other natural materials, including topsoil, is removed for the purpose of sale or any other commercial purposes, other than such as may be incidental to excavating or regarding in connection with or in anticipation of building development or landscaping on the site.

(18) "R"

Recreational vehicle means a vehicle primarily designed as temporary living quarters for recreational, camping, or travel purposes, including a vehicle having its own motor power or a vehicle mounted on or drawn by another vehicle. See Public Act No. 96 of 1987 (MCL 125.2301 et seq.).

Restaurant means an establishment where food and drink are prepared, served and consumed.

Retail commercial means an establishment engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

Road frontage means the length of the lot line which borders a public road.

(19) "S"

Setback means the horizontal distance from a lot line inward toward the foundation wall of the building nearest to that lot line or the roof overhang if it is over one foot from the foundation wall.

Sexually-oriented business means an establishment engaged in providing services or entertainment characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas.

Sidewalk café means an accessory use to a principal use such as a restaurant, café, bakery, coffee shop or similar establishment that serves food and drinks in a specified enclosed adjacent outdoor area.

Sign means any object, device, display, or structure, or part thereof, situated outdoors or indoors, which is used or intended to be used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, symbols, figures, design, fixtures, colors, illumination, or projected images, including the following sign types:

- a. *Awning sign* means a sign that is mounted, painted or attached to the front of an awning or canopy.
- b. *Banner sign* means any sign on paper, cloth, fabric or other flexible or combustible material of any kind, either with or without frames.
- c. *Billboard sign* means a pole sign intended to direct attention to a business, commodity, service, establishment, activity or entertainment that is conducted, sold, or offered at a location other than the premises on which the sign is located.
- d. *Electronic message board* means a sign with a fixed or changing display or message composed of a series of lights that may be changed through electronic means.
- e. *Ground sign* means any sign, other than a pole sign, in which the entire bottom is in contact with or close to the ground and is independent of any other structure and which is up to six feet in height.
- f. *Non-conforming sign* means a sign lawfully existing prior to the effective date of this chapter, or affecting amendment thereto, which fails to meet the current location, size, height or other standards required under this chapter.
- g. *Pole sign* means a sign that is mounted on a freestanding pole or other support so that the bottom edge of the sign face is six feet or more above grade.
- h. *Projecting sign* means a sign that is wholly or partly dependent upon a building for support and that projects more than 12 inches from such building.
- i. *Portable sign* means any temporary sign constructed to be readily movable from one location to another and not permanently affixed to a building, structure or the ground, for the purpose of advertisement or promotion of a special event at an established business.
- j. *Suspended sign* means a sign hanging down from a marquee, awning, canopy or porch that would exist without the sign.
- k. *Wall sign* means a sign fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign and the exposed face of which shall be on a plane parallel to the building wall to which it is attached.
- l. *Window sign* means a sign indoors attached to, or in close proximity to, the window surface so as to be clearly and comprehensively visible from the outside; excluding decorative painting applied to the glass.

- m. *Village identification sign* means a sign that identifies the village borders or village property, which may include announcements of special events, dates, times or other related information.

Sign area means the entire face of a sign, including the advertising surface and any framing, trim, or molding but not including the supporting structure. The area of a sign shall be measured within a single, continuous rectilinear perimeter composed of straight lines which encloses the extreme limits of the advertising message, together with any frame or other material or color forming an integral part of the display, message, drawing, or similar device, or used to differentiate same from the background against which it is placed, excluding the necessary supports, braces or uprights, of the sign. When two sign faces are back to back, so that both faces cannot be viewed from any one point at the same time, and when such sign faces are part of the same sign structure and are not more than 24 inches apart at any point, the sign area shall be computed by the measurements of one of the faces.

Sign height shall mean the vertical dimension from the median natural grade to the highest point of the highest attached component of the sign. A sign shall not extend beyond the edge of the wall to which it is affixed nor above the roof line of a building to which it is attached.

Site plan review means the submission of plans for review, as part of the process of securing zoning approval.

Special use permit means a permit for a use that would not be appropriate generally or without restriction throughout the zoning district; but which, if controlled as to the number, area, location or relation to the village, would not adversely affect the public health, safety, order, comfort, convenience, appearance, prosperity, and general welfare. Such uses shall be permitted when the specific review criteria provided in this chapter for them are met.

Specified anatomical areas means:

- a. Less than completely and opaquely covered human genitals, anus and female breasts at or below the top of the areola; and
- b. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified sexual activities means:

- a. The fondling or any other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; or
- b. Sex acts, actual or simulated, including intercourse, oral copulation or sodomy; or
- c. Masturbation, actual or simulated; or
- d. Excretory functions as part of or in connection with any of the activities set forth in (a), (b) or (c) above.

Sports and recreational facility means an establishment designed and equipped for the conduct of sports and leisure-time activities, such as aerobic exercises, jogging tracks, game courts, bowling facilities, swimming and exercise equipment; and which may also include ancillary uses, such as locker rooms, showers and saunas.

Structural changes or alterations means any change in the supporting members of a building, such as bearing walls, columns, beams or girders, or any substantial change in the roof.

Swimming pool or pool, spa or hot tub. The terms "swimming pool" or "pool" or "spa" or "hot tub" shall mean artificially constructed, portable above-ground or permanent below-ground pools or spas and hot tubs, including wading pools, which are capable of being used for swimming or bathing.

(20) "T"

Tattoo parlor means an establishment where persons are tattooed for consideration, other than by a licensed medical practitioner or cosmetologist; or any place where tattooing is regularly conducted whether or not it is in exchange for compensation.

Tattoo, tattooed, tattooing means any method of placing permanent designs, letters, scrolls, figures, symbols or any other marks upon or under the skin with ink or any other substance by the aide of needles or any other instruments designed to touch or puncture the skin, resulting in either the coloration of the skin, or the production of scars or scarring.

(21) "U"

(22) "V"

Variance means a varying or relaxation of the dimensional standards of the zoning ordinance by the zoning board of appeals; and where such variance will not be contrary to the public interest; and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of this chapter would result in practical difficulty.

Vehicle repair shop means any building, premises, and land in which or upon which a business, service or industry involving the maintenance, servicing, repair, or painting of vehicles is conducted or rendered.

(23) "W"

When fronting on this phrase shall mean that the building shall be oriented such that the required front yard abuts M-50 or Jordan Lake Avenue; and further, that the use would not encroach into a residential neighborhood.

(24) "X"

(25) "Y"

Yard means an open space on a lot, unoccupied and unobstructed from the ground upward, except as otherwise permitted in this chapter.

Yard, required front, means the minimum required yard measured from the front lot line into the interior lot area (the minimum setback area).

Yard, required rear, means the minimum required yard measured from the rear lot line into the interior lot area (the minimum setback area).

Yard, required side, means the minimum required yard measured from the side lot line into the interior lot area (the minimum setback area).

(26) "Z"

Zoning permit means a permit signifying compliance with the provisions of this chapter as to use, activity, bulk, and density.

Section 2. Amendment of Section 36-35. That Section 35, “Zoning District Regulations,” of Article II, “Establishment of Districts,” of Chapter 36, “Zoning,” of the Lake Odessa Village Code is hereby amended to read as follows:

Sec. 36-35. Zoning district regulations.

- (a) *R-1, Low density residential district.* Zoning district regulations for the R-1, low density residential district shall be as follows:
- (1) *Intent and purpose.* The R-1 zoning district is characteristically a single-family housing area. While all of the village is serviced with utilities, the low density status is designed to preserve and protect those areas which have developed strictly as single-family detached units on separate lots. No further subdivision of single-family lots would be desirable or contributory to the existing residential character. The dwelling unit-density, however, would still be at a sufficient scale to support utility system operation and maintenance costs.
 - (2) *Uses permitted by right.* Uses permitted by right in the R-1 district shall be as follows:
 - a. Single-family dwellings.
 - b. Type 1 home occupations within a dwelling.
 - (3) *Uses permitted by special use permit.* Uses permitted by special use permit in the R-1 district shall be as follows:
 - a. Churches;
 - b. Schools;
 - c. Parks and playgrounds;
 - d. Essential public services;
 - e. Type 2 home occupations within an accessory building.
 - (4) *Accessory uses permitted when located on the same lot as a permitted primary use.* Accessory uses permitted when located on the same lot as a permitted primary use in the R-1, low density residential district shall be as follows:
 - a. Private auto garages, carports;
 - b. Child playhouses, swingsets, and similar apparatus;
 - c. Doghouses, pens, and similar structures;
 - d. Swimming pools and bathhouses;
 - e. Porches, gazebos, decks and similar structures;
 - f. One for sale or rent sign per lot.
 - g. Tennis, basketball or volleyball court and similar uses for private use;

- h. Identification name plate not more than two square feet in size.
- (5) *Bulk Regulations.* Bulk regulations in the R-1 district shall be as follows:
- a. *Minimum lot area:* Single-family dwelling: 8,700 square feet; planned development: five acres; and all other permitted uses: two acres.
 - b. *Minimum lot width:* Single-family dwelling: 66 feet; planned development: 200 feet; and all other permitted uses: 150 feet.
 - c. *Required front yard:* Single-family dwelling: 15 feet set back; and all other non-residential permitted uses: 30 feet setback.
 - d. *Required side yard:* Single-family dwelling: six feet; and all other non-residential permitted uses: 25 feet.
 - e. *Total width for both required side yards:* Single-family dwelling: 12 feet; and all other non-residential permitted uses: 50 feet.
 - f. *Required rear yard depth:* Single-family dwelling: 20 feet; and all other non-residential permitted uses: 25 feet.
 - g. *Maximum building height:* All permitted uses: two and one-half story or 35 feet.
 - h. *Minimum floor area:* Single-family dwelling shall have a minimum finished living area of 864 square feet with minimum of 650 square feet on the other floor.
 - i. *Minimum off-street parking spaces:* One space (ten feet by 20 feet) per residence: one-half dwelling unit. For other permitted uses such as churches, public building, theaters, community and recreation building: one space for every 200 square feet of floor area, but not less than one space for each three seats where provided. For schools and nursery schools: one space for each 12 seats or students.
- (b) *R-2, low density lake side residential district.* Zoning district regulations for the R-2, low density lake side residential district shall be as follows:
- (1) *Intent and purpose.* The R-2 zoning district is strictly characterized as a single-family housing area located along the shoreline of Jordan Lake. While most of the lake frontage is platted and developed, the low density status is intended to preclude further division into smaller and narrower housing sites and to preserve the existing lakeside residential character without loss of neighborhood appeal.
 - (2) *Uses permitted by right.* Uses permitted by right in the R-2 district shall be as follows:
 - a. Single-family dwellings and public parks and beaches.
 - b. Type 1 home occupations within a dwelling.
 - (3) *Uses permitted by special use permit.* Uses permitted by special use permit in the R-2 district shall be as follows:
 - a. Essential public services.
 - b. Type 2 home occupations within an accessory building.
 - (4) *Permitted accessory uses.* Permitted accessory uses in the R-2 district shall be as follows:
 - a. Same as R-1; except

- b. Private docks and boat launches.
- (5) *Bulk regulations.* Bulk regulations in the R-2 district shall be as follows:
 - a. *Minimum lot area:* Single-family dwelling: 8,700 square feet.
 - b. *Minimum lot width:* Minimum lot width in this district shall be 33 feet.
 - c. *Required front yard:* Minimum front yard set back in this district shall be ten feet.
 - d. *Required side yard:* Minimum side yard in this district shall be three feet. Total width of both required side yards shall be six feet.
 - e. *Required rear yard depth:* Minimum rear yard depth in this district shall be 30 feet.
 - f. *Maximum building height:* Maximum building height for permitted uses shall be 2½ stories or 35 feet.
 - g. *Minimum floor area:* Minimum floor area for a single dwelling shall be 864 square feet with minimum of 650 square feet on the ground floor.
 - h. *Minimum off-street parking spaces:* One space (ten feet by 20 feet) per residence: one-half dwelling unit.
- (c) *R-3 low/medium density residential (one-family and two-family) district.* Zoning district regulations for the R-3 low/medium density residential (one-family and two-family) district shall be as follows:
 - (1) *Intent and purpose.* The R-3 zoning district is primarily intended as a transitional buffer between the R-1, low density residential districts and the higher intensity central business district. It buffers the central business district on the west, south and east wherein the most of the commercial activity is located. The residential character is predominantly order, single-family homes located on individual lots. The basis for transition is the fact that this district encompasses mostly older homes located close to the downtown area. Because many of these homes are larger and represent sizeable maintenance and energy costs for a single-family, it is feared that restriction to only single-family use may foster inadequate maintenance or even abandonment. The possible consequences may be a general appearance of blight; which (if allowed to proceed in a downward trend) can erode the social stability of any neighborhood, as well as adversely affect the shopping appeal of the central business district. Based upon the above, the R-3 district is regarded as conducive for some conversion of older, larger homes to two-family dwellings provided certain conditions to be developed for the health, safety and welfare of the neighborhood are met.
 - (2) *Uses permitted by right.* Uses permitted by right in the R-3 district shall be as follows:
 - a. Single-family dwellings.
 - b. Two-family dwellings.
 - c. Type 1 home occupations within a dwelling.
 - (3) *Uses permitted by special use permit.* Uses permitted by special use permit in the R-3 district shall be as follows:
 - a. Two-family conversions subject to section 36-92.

- b. Churches.
 - c. Adult foster care facilities of seven or more clients.
 - d. Nursing homes, convalescent homes, housing for the elderly.
 - e. Essential public services.
 - f. Type 2 home occupations within an accessory building.
- (4) *Permitted accessory uses.* Permitted accessory uses in the R-3 district shall be as follows:
- a. Private garages (noncommercial);
 - b. Lawn sheds;
 - c. Swimming pools;
 - d. Private accessory parking;
 - e. Porches, decks and similar structures;
 - f. Doghouse;
 - g. One for sale or rent sign per lot;
 - h. Tennis, basketball or volleyball court and similar uses for private use;
 - i. Identification name plate not more than two square feet in size.
- (5) *Bulk regulations.* Bulk regulations in the R-3 district shall be as follows:
- a. *Minimum lot area:* Single-family dwelling: 8,700 square feet; for other permitted use such as churches, adult foster care facilities, nursing homes, and convalescent homes, two acres lot size shall be required.
 - b. *Minimum lot width:* For single-family dwelling, the lot width shall be 66 feet and for other permitted uses such as churches, adult foster care facilities, nursing homes and convalescent homes, the lot width shall be 200 feet.
 - c. *Required front yard:* For single-family and two-family dwelling, the front yard (setback) shall be 15 feet and for other non-residential permitted uses, 30 feet.
 - d. *Required side yard depth:* For single-family and two-family dwelling the side yard depth shall be six feet and for other non-residential permitted uses the side yard depth shall be 30 feet. Total width of both side yards for a single-family and two-family dwelling shall be 12 feet and for other non-residential permitted uses, 60 feet.
 - e. *Required rear yard depth:* 20 feet rear yard depth is required for single-family and two-family dwellings. 30 feet rear yard shall be required for other non-residential permitted uses.
 - f. *Maximum building height:* Maximum building height for all uses shall be two and one-half stories or 35 feet.
 - g. *Minimum floor area:*

1. Each new single-family detached dwelling shall have a minimum finished living area of 864 square feet of floor area with a minimum of 650 square feet on the ground floor for units of more than one story.
 2. Attached single-family including two-family and townhouses, each new dwelling unit shall have a minimum finished living area of 800 square feet with a minimum of 600 square feet on the ground floor for units of more than one story.
- (6) *Other permitted uses and permitted conversions.* Other permitted uses and the permitted conversion of older dwellings shall follow the following floor area requirements:

For	Floor Area/Unit
Efficiency	375 sq. ft.
1 bedroom	600 sq. ft.
2 bedroom	780 sq. ft.
3 bedroom	940 sq. ft.
In the excess of 3 bedroom	940 + 80 sq. ft. for each additional bedroom.

- (7) *Minimum off-street parking:* One space (ten feet by 20 feet) per residence: one-half dwelling unit. For other permitted uses such as church public building, adult foster care facility, nursing and convalescent houses and essential public services: one space for every 200 square feet of floor area, but not less than one space for each three seats where provided. For school and nursery schools, one space for each 12 seats or students.
- (d) *MF, Medium/high density: Multiple family residential district.* Zoning district regulations for the MF, medium/high density: multiple family residential district shall be as follows:
- (1) *Intent and purpose.* The multiple family residential district is intended for new uses and structures such as apartment buildings of three or more dwelling units, specialized housing for seven or more unrelated individuals and senior citizen housing.
 - (2) *Uses permitted by right.* Uses permitted by right in the MF district shall be as follows:
 - a. Single-family dwellings.
 - b. Two-family dwellings, duplexes.
 - c. Type 1 home occupations within a dwelling.
 - (3) *Uses permitted by special use permit.* Uses permitted by special use permit in the MF district shall be as follows:
 - a. Multiple family dwellings.
 - b. Essential public services.
 - c. Residential planned developments. See section 36-94.
 - d. Nursing homes, convalescent homes, housing for the elderly.
 - e. Type 2 home occupations within an accessory building.

- (4) *Permitted accessory uses.* Permitted accessory uses in the MF district shall be as follows:

Private garages (noncommercial), lawn sheds, swimming pools, and accessory private parking.

- (5) *Permitted accessory signs.* One ground sign or one wall sign is permitted, with a maximum permitted sign area of 25 feet. The minimum sign setback for ground signs shall be one-half the required setback for the yard in which the sign is located. Only signs identifying the use and occupant are permitted. No sign shall be illuminated by flashing or moving lights and external illumination shall be downward facing.

- (6) *Bulk regulations.* Bulk regulations for the MF district shall be as follows:

- a. *Minimum lot area:* The minimum lot area for multiple family development shall be 4,000 square feet per unit or eight units per acre. For single-family and two-family development lot size shall be 8,700 square feet. All other uses permitted by special use permit, the lot size shall be nine acres.
- b. *Minimum lot width:* The minimum lot width for single-family and two-family dwellings shall be 66 feet and for other permitted uses, 200 feet.
- c. *Required front yard:* The required front yard shall be 25-foot setback for single-family and two-family dwelling and 30 feet for all other permitted uses.
- d. *Required side yard:* Six feet minimum side yard is required for both single-family and two-family dwellings and for other permitted uses it shall be 30 feet. Total width for both required side yards: The total minimum width of both required side yards for single-family and two-family dwellings shall be 12 feet. For all other permitted uses the total width shall be 60 feet.
- e. *Required rear yard depth:* Minimum rear yards for single-family and two-family dwellings shall be not less than 20 feet, for all other permitted uses, 30 feet.
- f. *Maximum building height:* The maximum building height for all uses shall be 2½ stories or 35 feet. Accessory buildings shall not exceed a height of 15 feet.
- g. *Minimum dwelling floor area:*
 1. Each new single-family detached dwelling shall have a minimum finished living area of 864 square feet of floor area with a minimum of 650 square feet on the ground floor for units of more than one story.
 2. Attached single-family including two-family and townhouses, each new dwelling unit shall have a minimum finished living area of 800 square feet with a minimum of 600 square feet on the ground floor for units of more than one story.
 3. Other permitted uses shall follow the following floor area requirements:

For	Floor Area/Unit
Efficiency	375 sq. ft.
1 bedroom	600 sq. ft.

2 bedroom	780 sq. ft.
3 bedroom	940 sq. ft.
In the excess of three bedroom	940 + 80 sq. ft. for each additional bedroom.

- h. *Minimum off-street parking:*
1. One space (ten feet by 20 feet) per residence: one-half dwelling unit. For other permitted uses such as a church, public building, adult foster care facility, nursing and convalescent homes and essential public services: one space for every 200 square feet of floor area, but not less than one space for each three seats where provided. For school and nursery schools, one space for each 12 seats or students.
 2. Nonresidential parking requirements of this chapter may be satisfied by participation in a municipal or joint community parking program designed to serve a larger area, provided all plans for such community parking have been first approved by the planning commission.
- (e) *MH, mobile home park (medium/high density residential district).* Zoning district regulations for the MH, mobile home park (medium/high density residential district) shall be as follows:
- (1) *Intent and purpose.* The mobile home park zoning district is designed for those who prefer mobile home living. Although a single-family unit, the mobile home park has essentially a higher density impact than the conventional single-family development. In order not to adversely affect other areas, of the village, certain land areas are hereby recognized as appropriate for continued mobile home use, provided that the proper site design standards and requirements are met.
 - (2) *Uses permitted by right.* None.
 - (3) *Uses permitted by special use permit.* Uses permitted by special use permit in the mobile home park zoning district shall be as follows:
Mobile home park developments.
 - (4) *Permitted accessory uses.* Permitted accessory uses in the mobile home park zoning district shall be as follows:
 - a. Park store.
 - b. Community building.
 - c. Laundry facilities.
 - d. Playground area.
 - (5) *Permitted accessory signs.* One ground sign or one wall sign is permitted, with a maximum permitted sign area of 25 feet. The minimum sign setback for ground signs shall be one-half the required setback for the yard in which the sign is located. Only signs identifying the use and occupant are permitted. No sign shall be illuminated by flashing or moving lights and external illumination shall be downward facing.

- (6) *Bulk regulations.* Bulk regulations for mobile home park developments are listed in section 36-93.
- (f) *CBD, central business district.* Zoning district regulations for the CBD district shall be as follows:
- (1) *Intent and purpose.* The central business district refers to the Fourth Avenue shopping district which is also identified as the center or "Hub" of Lake Odessa's daily activity. It is through this area that local traffic passes and villagers shop for everyday needs. The prevailing appearance of the village as a rural farm oriented country village is a major theme for this area, and it is the intent of the village to promote, preserve, and enhance that character in accordance with the development goals and policies previously discussed in article I of this chapter. The kinds of uses to be encouraged are generally retailing, personal services, offices and all such uses which are conducive to a "pedestrian scale and sidewalk shopping." The only exception to this would be the very northern part of the central business district, where additional commercial uses such as grain elevators, farm supplies and other uses requiring a railroad orientation would also be encouraged.
- (2) *Uses permitted by right.* Uses permitted by right in the central business district shall be as follows:
- a. Retail commercial excluding automobile commercial.
 - b. Personal services establishments.
 - c. Professional offices.
 - d. Restaurants and food service establishments.
 - e. Taverns.
 - f. Public parking lots.
 - g. Essential public services.
 - h. Churches.
 - i. Residence located at the second story level (or higher).
 - j. Hotels, motels, lodges and inns, subject to the requirements of subsection 36-95(3), section 36-132 and section 36-133.
 - k. Sidewalk cafés, subject to the requirements of subsection 36-35(f)(9).
- (3) *Uses permitted by special use permit.* Uses permitted by special use permit in the central business district shall be as follows:
- a. Residence below street level, provided same shall be handicapped accessible.
 - b. Residence on the same street level as commercial business use, provided:
 1. Usable commercial space shall be not less than 750 square feet, and must have a depth of 30 feet or half the total depth of the building, whichever is greater.
 2. Usable commercial space must face a major commercial street, with residential space located behind on the alley side, and in no event shall street level residential space abut a major commercial street.

3. Deliveries to commercial businesses with residences on the same floor shall not be permitted from either Fourth Avenue or Tupper Lake Street.
 4. There shall be no existing violations currently on file with respect to subject property which have not been removed or remedied to the satisfaction of the zoning administrator. However, an applicant may be required by the planning commission to remove or remedy said violation as a condition of securing a special use permit.
 5. For each block in the zoning district, the maximum percentage of commercial structures which may be converted to provide residence facilities on the same floor as a commercial business is 20 percent. For the purpose of this chapter, a percentage greater than the above shall be construed as detrimental and threatening to the existing character, health, safety, and welfare of the district.
 6. Each structure proposed for conversion must provide or be designed to provide a minimum number of square feet per dwelling unit, as set forth in subsection (f)(8)g., of this section.
 7. The planning commission is authorized to impose additional reasonable conditions in order to protect the intent and purpose of this option in the central business district.
 8. All requirements, changes and conditions imposed by the planning commission shall be met before occupancy of the newly created residential unit is allowed.
- c. Entertainment and commercial recreation.
 - d. Grain elevators, sales and service.
 - e. Meeting halls and community centers.
 - f. Mini-malls and supermarkets.
 - g. Signs wherein the gross area of all signs total more than 100 square feet.
 - h. Tattoo parlors and body piercing establishments, subject to the requirements of section 36-102.
- (4) *Permitted accessory uses.* Permitted accessory uses in the central business district shall be as follows:
- Parking lots.
- (5) *Permitted accessory signs.* Permitted accessory signs for each use in the central business district shall be as follows:
- a. Only signs identifying the use and occupant (and directional arrow if needed) are permitted.
 - b. No sign shall be illuminated by flashing or moving lights and external illumination shall be downward facing.
 - c. One window sign is permitted per window, with a maximum permitted four square feet of sign area per window sign.

- d. No more than two signs of any kind shall face one street, notwithstanding the standards below:
 1. A maximum of two wall signs is permitted, but no more than one per wall. Each shall have a sign area up to 15 percent of the total area of the wall to which it is attached, not to exceed 40 square feet. Wall signs shall not project more than 15 inches from the wall to which they are attached. For multi-tenant buildings, either the above wall signage for consolidated identification or one wall sign each per tenant is permitted not to exceed 12 square feet.
 2. One awning sign per entrance is permitted. The maximum sign area permitted is four square feet.
 3. One projecting sign is permitted per entrance. The maximum sign area permitted is 12 square feet. A projecting sign shall not project more than four feet from the face of the building wall.
 4. One suspended sign is permitted per entrance. The maximum sign area permitted is four square feet.
 - e. Where a projecting sign, awning sign or suspended sign protrudes over any public or private sidewalk or walkway, the bottommost point of the sign structure shall be at least nine feet from the sidewalk; except that on buildings with permanent roof/awning overhangs, where placing the sign above the overhang presents practical or visibility difficulties, then the bottommost point of the sign shall not be less than seven feet over the sidewalk or walking surface.
 - f. Where a business building location is beyond the street right-of-way by ten feet or more, a freestanding ground sign is permitted.
 - g. For a multi-tenant building, either one freestanding ground sign is permitted with each business identification consolidated on the sign not exceeding 30 square feet or other signage meeting the standards as described in subsections a.—f., above.
- (6) *Minimum off-street parking spaces.* Minimum off-street parking spaces in the central business district shall be as follows: One space (ten feet by 20 feet) shall be required per:
- a. Residences: one-half dwelling unit.
 - b. Public buildings, theaters, community and recreation buildings: 200 sq. feet of floor area, but not less than one space for each three seats where provided.
 - c. Churches: 200 square feet.
 - d. Retail and personal service uses not specifically listed in this district: 150 square feet of floor area in such uses.
 - e. Community parking option: Nonresidential parking requirements may be satisfied by participation in multiple or joint community parking program designed to serve a larger area, provided all plans for such community parking have been first approved by the planning commission. All new business buildings and additions to existing buildings in a commercial district within 300 feet of a community parking area shall be considered a participant in the program when such exists.
 - f. Restaurants: two seat capacity.

- g. Outdoor automotive commercial: 600 square feet of display and sales area.
 - h. Hotels, motels, lodges and inns: each living unit, plus one space for each employee, owner, or manager. For accessory uses such as meeting rooms or public eating area, 50 percent of the closest related parking formula in the above uses.
- (7) *Minimum off-street loading berths.* Minimum off-street loading berths in the central business district shall be as follows: For all retail commercial and personal service establishments, one berth for the first 8,000 square feet of floor area, plus one additional berth for each additional 25,000 square feet or fraction thereof. One loading berth dimensions shall be 12 feet by 44 feet.
- (8) *Bulk regulations.* Bulk regulations in the central business district shall be as follows:
- a. *Minimum lot area:*
 - 1. For meeting halls, community centers, and mini-malls: 18,000 square feet.
 - 2. For supermarkets, mineral and grain elevators, sales and service: 25,000 square feet.
 - 3. For all other permitted uses: 2,700 square feet.
 - b. *Minimum lot width:*
 - 1. For meeting halls, community centers, supermarkets, mini-malls and grain elevators: 80 feet.
 - 2. For all other permitted uses: 20 feet.
 - c. *Required front yard:* None, except that where two adjacent lots are developed, the established setback shall apply.
 - d. *Required side yard:* When in or adjacent to a commercial or industrial zone or use, no side yard setback is required, but when provided, each side yard shall be five feet. When adjacent to a residential zone or use, the side yard shall be five feet. The street side setback of a corner lot shall be five feet.
 - e. *Required rear yard depth:* None if abutting an alley. Where the rear lot line abuts a residential district without an alley, the setback shall be five feet or as established in the same block.
 - f. *Maximum building height:* 40 feet with the exception of grain elevators, which can be allowed as high as 125 feet.
 - g. *Minimum floor area for residential use:*

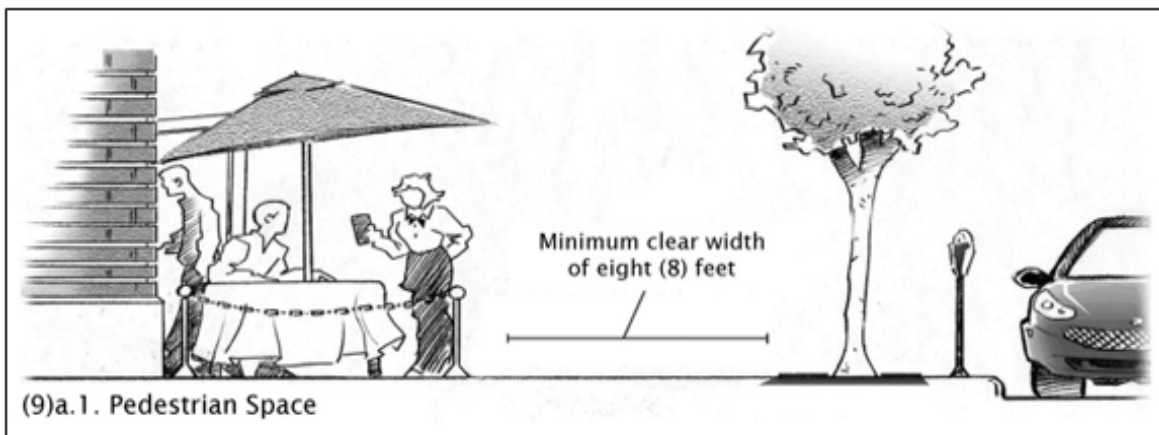
For	Floor Area/Unit
Efficiency	375 sq. ft.
1 bedroom	600 sq. ft.
2 bedroom	780 sq. ft.
3 bedroom	940 sq. ft.

In the excess of 3 bedroom	940 + 80 sq. ft. for each additional bedroom
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(9) *Sidewalk cafés.*

a. Sidewalk cafés with and without alcohol service are subject to the following regulations:

1. *Pedestrian space.* Sidewalk cafés shall not unduly obstruct pedestrian movement along the sidewalk and building entrances, nor diminish the safety of the general public. Tables, chairs and other facilities shall be compatible with the architectural character of adjacent buildings and shall be located near the building wall. A clear path of not less than eight feet shall be maintained along the full length of the sidewalk for general pedestrian use.



2. An application for a zoning permit shall be submitted to the zoning administrator, with a site plan identifying the location and dimensions of the outdoor seating area; the type and height of proposed outdoor barriers, the proposed location of all sidewalk café furniture and equipment; site dimensions of the building; and existing public improvements, such as fire hydrants, light poles, trees and tree grates; and photographs of the area. A consultation with the street administrator may be sought before a permit is issued to determine if the proposed pedestrian area is sufficient for passage past the café area and any other potential issues. A sidewalk café area shall not be located in a clear vision intersection area.
3. The immediate area of the café shall be maintained free of litter and debris. Trash receptacles related to the sidewalk café area shall be placed outside of the public right-of-way during non-business hours.
4. Sidewalk cafés may only be located adjacent to the restaurant or food service business with which they are associated. This requirement may be waived, however, to extend the sidewalk café to an adjacent property, if deemed appropriate after review by the zoning administrator and agreeable to the adjacent property owner. Food preparation shall not be conducted on the sidewalk café area, but only inside of the adjacent restaurant or food service business. All food shall be brought outside to the patrons in the marked seating area, except drinks may be served from a rolling cart.

5. Hours of operation of the sidewalk café shall not be later than 10:00 p.m. Sunday through Thursday, and 11:00 p.m. on Friday and Saturday.
 6. Days of operation of the sidewalk café shall not occur before April 1 or after October 31. Tables, chairs, portable signs, barriers and other equipment used in the operation of the café shall be removed from November 1 to March 31.
 7. A sidewalk café permit shall be in effect as long as the restaurant or food service business has an active customer business.
 8. A certificate of general liability insurance that names the village and its officers and agents as additional insureds, and provides for at least 15 days' notice of cancellation, must be submitted prior to issuance of the permit. The minimum amount of coverage required is \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
 9. The village shall have the right to suspend the operation of a sidewalk café because of anticipated or actual problems or conflicts in the use of the public sidewalk. Such problems may arise from, but are not limited to, festivals and similar events, parades, or repairs to the street, sidewalk or utilities within the public right-of-way. To the extent possible, the café owner will be given prior written notice of any time period during which the operation of the sidewalk café may be suspended.
 10. Violations of the permit requirements shall be given in writing to the owner and operator of the restaurant or food service business and sidewalk café with a reasonable time limit to correct the violation. All permits issued under this section are subject to immediate suspension or revocation by the village manager or his or her designee for failure to comply with any or all provisions of this section after the time limit to correct the violation. Revocation shall be reserved for third offense repeat violations and violations that present an egregious safety risk to the public.
 11. Persons who have had their permit revoked may request in writing a hearing on that revocation before the village council. Requests for a hearing or an appeal must be made within five business days of the revocation.
- b. Sidewalk cafés with alcohol service are subject to the following additional regulations:
1. The operator of the sidewalk café shall take whatever steps are necessary to procure the appropriate license from the Michigan Liquor Control Commission if he or she intends to serve alcoholic beverages in the sidewalk café area and shall comply with all other laws and regulations concerning the serving of alcoholic beverages in the State of Michigan.
 2. The sidewalk café area shall be separated from pedestrian traffic by an approved barrier, which can consist of planters, railings and other similar materials. All barriers used for sidewalk cafés serving alcoholic beverages shall also conform to Michigan Liquor Control Commission Regulations.
 3. A sign reading "No Food or Beverage Allowed Beyond Barrier," or words to that effect, shall be posted at a conspicuous location within the sidewalk café.

4. All alcoholic beverages to be served at sidewalk cafés shall be prepared within the adjacent indoor restaurant or food service business, and alcoholic beverages shall only be served to patrons seated at tables. The drinking of alcoholic beverages by a member of the public while a patron at a sidewalk café within the confines of the sidewalk café area shall not be construed as a violation of any ordinance controlling open containers in a public area.
5. Notice to the adjacent property owners or occupants on both sides of the applicant's property shall be required in the application package before a permit is issued by the village. Proof of this notice shall be provided to the village by the applicant.
6. Sidewalk cafés serving alcohol shall be continuously supervised by employees of the establishment.
7. To be eligible to apply for a sidewalk café, the adjoining restaurant or food service business from which the sidewalk café extends must provide a full-service menu for the on-site consumption of food.

(g) *HC, highway commercial district.* Zoning district regulations for the HC, highway commercial district shall be as follows:

- (1) *Intent and purpose.* The highway commercial district is intended to provide highway orientated services to through traffic along M-50 southeast of the central business district. The character of this category is envisioned as a "limited commercial strip," which can supplement the needs of the village residents. The kind of uses found here are largely automobile oriented, having a high impact on "through" traffic in terms of turning movements and access/degrees into a high velocity roadway. Examples would be a gas station, car dealership, fast food restaurant, etc. Careful site planning and design to reduce impacts will be required. The mapped area of this category is purposely limited in order not to detract from the central business district and not to degrade or encroach upon the established residential character of the homes located to the east and especially to the west.
- (2) *Uses permitted by right.* Uses permitted by right in the highway commercial district shall be as follows:
 - a. Animal clinic.
 - b. Professional office.
 - c. Funeral home.
 - d. Mortuary.
 - e. Florist shop.
 - f. Bed and breakfast.
 - g. Church.
 - h. Essential public services.
 - i. Personal service business.
 - j. Residence located at the second story level (or higher).

- (3) *Uses permitted by special use permit.* Uses permitted by special use permit in the highway commercial district shall be as follows:
- a. Laundromat, when fronting on M-50 or Jordan Lake Avenue.
 - b. Motel, when fronting on M-50 or Jordan Lake avenue.
 - c. Hotel, when fronting on M-50 or Jordan Lake Avenue.
 - d. Automobile wash, when fronting on M-50 or Jordan Lake Avenue.
 - e. Restaurant, when fronting on M-50 or Jordan Lake Avenue.
 - f. Convenience/grocery store, when fronting on M-50 or Jordan Lake Avenue.
 - g. Automobile service station, when fronting on M-50 or Jordan Lake Avenue.
 - h. Automobile dealership, when fronting on M-50 or Jordan Lake Avenue.
 - i. Vehicle repair shop, when fronting on M-50 or Jordan Lake Avenue.
 - j. Sports and recreational facility, when fronting on M-50 or Jordan Lake Avenue.
 - k. Retail commercial, when fronting on M-50 or Jordan Lake Avenue.
 - l. Commercial greenhouse.
 - m. Public parking lot.
 - n. Residence below street level, provided same shall be handicapped accessible.
 - o. Residence on the same street level as commercial business use, provided:
 1. Usable commercial space shall be not less than 750 square feet, and must have depth of 30 feet or half the total depth of the building, whichever is greater.
 2. Usable commercial space must face M-50 or Jordan Lake Avenue.
 3. There shall be no existing violations currently on file with respect to subject property which have not been removed or remedied to the satisfaction of the zoning administrator. However, an applicant may be required by the planning commission to remove or remedy said violation as a condition of securing a special use permit.
 4. For each block in the zoning district, the maximum percentage of commercial structures which may be converted to provide residences on the same floor as a commercial business is 20 percent. For the purpose of this chapter, a percentage greater than the above shall be construed as detrimental and threatening to the existing character, health, safety, and welfare of the district.
 5. Each structure proposed for conversion must provide or be designed to provide a minimum number of square feet per dwelling unit, as set forth in subsection (g)(8)h., of this article.
 6. The planning commission is authorized to impose additional reasonable conditions in order to protect the intent and purpose of this option in the highway commercial district.

7. All requirements, changes and conditions imposed by the planning commission shall be met before occupancy of the newly created residential unit is allowed.
- p. Tattoo parlors and body piercing establishments, subject to the requirements of section 36-102.
- (4) *Permitted accessory uses.* Permitted accessory uses in the highway commercial district shall be as follows:
 - a. Parking lots.
 - b. On-site storage.
- (5) *Permitted accessory signs.* Permitted accessory signs for each use in the highway commercial district shall be as follows:
 - a. Only signs identifying the use and occupant are permitted.
 - b. No sign shall be illuminated by flashing or moving lights and external illumination shall be downward facing.
 - c. One window sign is permitted per window, with a maximum permitted four square feet of sign area per window sign.
 - d. No more than two signs of any kind shall face one street, notwithstanding the standards below:
 1. One ground sign or one pole sign is permitted per frontage. A ground sign shall not exceed six feet in height; a pole sign shall not exceed 20 feet in height. The maximum permitted sign area shall be one square foot for each foot of setback, plus one square foot for each foot of lot frontage, not to exceed 100 square feet. The minimum setback shall be two feet from any property line, including any overhanging component of a sign or sign structure; except that the zoning administrator or planning commission may require additional setback or other placement to protect motorist vision and to avoid protrusion over any public walkway.
 2. One electronic message board per ground or pole sign may be permitted, but not independently. An electronic message board shall have a sign area of up to 16 square feet, and said sign area shall count toward the total sign area of the ground or pole sign to which it is attached.
 3. A maximum of two wall signs is permitted, but not more than one per wall; provided that for multi-use buildings or developments, one wall sign is permitted per tenant. Each sign shall have a sign area up to 15 percent of the total area of the wall to which it is attached, not to exceed 40 square feet. Wall signs shall not project more than 15 inches from the wall to which they are attached.
- (6) *Minimum of off-street parking spaces.* Minimum of off-street parking spaces in the highway commercial district shall be as follows:

Same as the central business district.
- (7) *Minimum off-street loading spaces.* Minimum off-street loading spaces in the highway commercial district shall be as follows:

Same as central business district.

(8) *Bulk regulations.* Bulk regulations in the highway commercial district shall be as follows:

a. *Minimum lot area:*

1. For automotive commercial sales and service, bowling alleys and gasoline service stations: 25,000 square feet.
2. All other permitted uses: 20,000 square feet.

b. *Minimum lot width:*

1. Automotive commercial sales and service and gasoline service stations: 120 feet.
2. Bowling alleys: 100 feet.
3. All other permitted uses: 66 feet.

c. *Required front yard:*

1. Automotive and bowling alleys: 40 feet.
2. Gasoline service stations: 40 feet.
3. All other permitted uses: 10 feet.

d. *Required side yard:*

1. Automotive commercial sales and service and bowling alleys: 20 feet which shall be doubled when adjacent to residential district or use.
2. Gasoline service stations: 25 feet which shall be doubled when adjacent to a residential district or use.
3. All other permitted uses: 10 feet which shall be doubled when adjacent to a residential district or use.

e. *Total width of both required side yards:*

1. Automotive commercial sales and service and bowling alleys: 40 feet which shall be doubled when adjacent to a residential district or use.
2. Gasoline service station: 50 feet which shall be doubled when adjacent to a residential district or use.
3. All other permitted uses: 20 feet which shall be doubled when adjacent to a residential district or use.

f. *Required rear yard depth:*

1. Automotive commercial sales and service, bowling alleys and gasoline service stations: 25 feet.
2. All other permitted uses: 20 feet.

g. *Maximum building height:* Two and one-half stories or 35 feet.

h. *Minimum floor area for residential use:*

1. Efficiency: 375 square feet per unit.

2. One bedroom: 600 square feet per unit.
 3. Two bedroom: 780 square feet per unit.
 4. Three bedroom: 940 square feet per unit.
 5. In excess of three bedrooms: 940 square feet, plus 80 square feet for each additional bedroom.
- (h) *LC, lakeside commercial district.* Zoning district regulations for the LC, lakeside commercial district shall be as follows:
- (1) *Intent and purpose.* Lakeside commercial refers to an already established area along the shoreline of Jordan Lake. This is a restrictive district in the sense that no additional land will be devoted to commercial uses because of environmental constraints. Lands now included within this designation are to be devoted only to specialized low-intensity types of commercial uses related to lake development. Examples would be general store, marina, bait shop, marina, gas station, etc., and similar lake/neighborhood related businesses.
 - (2) *Uses permitted by right.* Uses permitted by right in the lakeside commercial district shall be as follows:
 - a. Bait shop.
 - b. Ice cream or sandwich/coffee shop.
 - c. Fishing equipment sales or rental, excluding watercraft.
 - d. Single family dwellings.
 - e. Type 1 home occupations per section 36-95(14)(a).
 - (3) *Uses permitted by special use permit.* Uses permitted by special use permit in the lakeside commercial district shall be as follows:
 - a. Boat marina, sales and service.
 - b. Restaurants.
 - c. Boat rental.
 - d. Mini general store.
 - e. Realty or other small office.
 - f. Type 2 home occupations per section 36-95(14)(e).
 - (4) *Permitted accessory uses.* Permitted accessory uses in the lakeside commercial district shall be as follows:
 - a. Parking lots.
 - b. On-site storage.
 - c. Docks, boardwalks, patios and decks.
 - d. Private auto garages, carports.
 - e. Child playhouses, swing sets and similar apparatus.
 - f. Swimming pools and bathhouses.

- g. Porches, gazebos, and similar structures.
 - h. One for sale or rent sign per lot.
 - i. Tennis, basketball or volleyball court and similar uses for private use.
 - j. Identification name plate not more than two square feet in size.
- (5) *Permitted accessory signs.* Permitted accessory signs in the lakeside commercial district shall be as follows:
- a. One ground sign or one wall sign is permitted per street side and lakeside, with a maximum permitted sign area of 25 feet. The minimum sign setback for ground signs shall be one-half the required setback for the yard in which the sign is located.
 - b. Only signs identifying the use and occupation are permitted.
 - c. No sign shall be illuminated by flashing or moving lights, and external illumination shall be downward facing.
 - d. One window sign is permitted per window, with a maximum permitted four square feet of sign area per window.
- (6) *Minimum off-street parking spaces.* Minimum off-street parking spaces in the lakeside commercial district shall be as follows:
- Same as the central business district.
- (7) *Minimum off-street loading berths.* Minimum off-street loading berths in the lakeside commercial district shall be as follows:
- Same as the central business district for commercial uses.
- (8) *Bulk regulations.* Bulk regulations in the lakeside commercial district shall be as follows:
- a. *Minimum lot area:* Minimum lot area in this district shall be 8700 square feet.
 - b. *Minimum lot width:* Minimum lot width shall be 33 feet.
 - c. *Required front yard:* Front yard set back shall be ten feet.
 - d. *Required side yard depth:*
 - 1. Three feet side yard depth shall be required.
 - 2. The total width for both side yards shall be six feet.
 - e. *Required rear yard depth:* Rear yard depth for commercial uses shall be 20 feet from the rear lot line or the normal waterline of the lakeshore, except commercial unenclosed decks may project into the rear setback up to ten feet and may connect to a boardwalk not wider than five feet that extends to the shoreline or dock. Residential dwellings (and decks) rear yard depth shall be 30 feet from the normal waterline of the lakeshore.
 - f. *Maximum building height:* Maximum building height shall be 35 feet.
- (i) *LI, light industrial district.* Zoning district regulations for the LI, light industrial district shall be as follows:

(1) *Intent and purpose.*

- a. The light industrial district is intended to include light manufacturing, assembling, and finishing activities which have minimal or no nuisance potential to the surrounding non-industrial areas.
- b. The preferred form of future industrial development is the industrial park concept.
- c. Within such a development the overall character may be a combination of light industrial uses supplemented by research and office facilities. In all cases, however, local, state, and federal environmental regulations and constraints would have to be observed.

(2) *Uses permitted by right.* Uses permitted by right in the light industrial district shall be as follows:

- a. The manufacture, compounding, processing, packaging, treating, and assembling from previously prepared materials in the production of:
 1. Food products including meat, dairy, fruit, vegetable, seafood, grain, bakery, confectionery, beverage, and similar foods.
 2. Textile mill products, including woven fabric, knit goods, dyeing and finishing, floor coverings, yarn and thread, and other similar textile goods.
 3. Apparel and other finished products made from fabrics leather goods, fur, felt, canvas, and similar materials.
 4. Lumber and wood products, including millwork, cabinets, structural wood products and containers, not including saw mills.
 5. Furniture and fixtures.
 6. Paperboard containers, building paper, building board, and bookbinding produced from previously prepared materials.
 7. Printing and publishing.
 8. Manufacturing of engineering, measuring, optic, medical, magnification, photographic, and similar instruments.
 9. Jewelry, silverware, toys, athletic, office, tobacco goods, musical instruments, signs and displays, and similar manufacturing establishments.
- b. Research and development, testing and experimental laboratories and manufacturing.
- c. Essential municipal public services.
- d. Trade and industrial schools.
- e. Tool and die manufacturing establishments.
- f. Private communication antennas and towers which are 35 feet or less in height.
- g. Miniwarehouses and self-storage facilities.
- h. Wholesale establishments, including automotive equipment, drugs, chemicals, dry goods, apparel, food, farm products, electrical goods, hardware, machinery,

equipment, metals, paper products and furnishings, and lumber and building products.

- i. Lumberyards and other building equipment supply establishments.
 - j. Vehicle repair or body shops provided all work is performed within an enclosed building and storage of vehicles is within an area which is well screened from the view of nearby properties and roadways.
 - k. Any similar general manufacturing, fabrication, and assembly operations which meet the intent of this district when authorized by the planning commission.
 - l. Accessory uses customarily incidental to the permitted principal use.
- (3) *Use permitted by special use permit.* Uses permitted by special use permit in the light industrial district shall be as follows:
- a. Essential public service buildings.
 - b. Warehousing, storage, or transfer buildings.
 - c. Truck terminals, including maintenance and service facilities.
 - d. Antennas and towers exceeding 35 feet.
 - e. Contractor equipment yards and operations.
 - f. Any similar general manufacturing, fabrication, and assembly operations which meet the intent of this district when authorized by the planning commission. Products made from previously prepared ferrous metals.
 - g. Sexually-oriented businesses, subject to section 36-99.
- (4) *Permitted accessory uses.* Permitted accessory uses in the light industrial district shall be as follows:
- a. Accessory uses to the uses permitted on the site may be any of the following: garages for storage and maintenance of company vehicles; storage of accessory gasoline and lubricating oils; parking facilities; maintenance and utility shops for the up keep and repair of buildings and structures on the site; central heating and air-conditioning; physical plants and power supply and sewage disposal; employees training facilities; accessory storage facilities; clinics and employees dining and recreation facilities.
 - b. The above uses shall be planned only as accessory uses to the principal use permitted on the site and which is located on the same site.
- (5) *Permitted accessory signs.* Permitted accessory signs for each use in the light industrial district shall be as follows:
- a. Billboard signs are permitted pursuant to the following standards:
 - 1. The maximum permitted billboard sign area shall be one square foot for each foot of setback, plus one square foot for each foot of lot frontage, not to exceed 100 square feet measured at the highest and widest points of the sign. The minimum setback shall be two feet from any property line and right of way, including any overhanging component of a sign or sign structure; except that the zoning administrator may require additional setback or other

placement to protect motorist vision and to avoid protrusion over any public walkway.

2. The maximum billboard sign height shall not exceed 20 feet measured from the normal topographic ground level to the highest part of the sign and a 6 foot minimum clear area from the ground to the lowest part of the sign.
 3. A billboard sign shall not be located within 75 feet of a residential zoning district or a residential use.
 4. A billboard sign shall have a minimum spacing of 1,000 feet from any other billboard sign.
 5. A billboard sign shall not block visibility of other nearby signs.
 6. A billboard that has back to back faces or V shape shall not exceed 2 feet apart at any point, be the same size and the maximum square footage shall be measured from one side.
 7. Billboards shall not have flashing, intermittent, rotating, electronic digital or oscillating lights. Exterior lighting shall be provided from an external light source attached to the sign and directed on to the face of the sign. The light source shall be shielded in order to prevent visible glare to passing motorists, not encroach on neighboring properties and not shine skyward.
 8. The applicant shall provide written proof from the property owner to place the billboard sign on the site.
- b. One ground sign, pole sign or wall sign identifying the use and occupant per lot is permitted with the following standards:
1. For pole signs, the maximum permitted sign area shall be one square foot for each foot of setback, plus one square foot for each foot of lot frontage, not to exceed 100 square feet measured at the highest and widest points of the sign. The minimum setback shall be two feet from any property line and right of way, including any overhanging component of a sign or sign structure; except that the zoning administrator may require additional setback or other placement to protect motorist vision and to avoid protrusion over any public walkway. The maximum pole sign height shall not exceed 20 feet measured from the normal topographic ground level.
 2. For ground signs, the height shall not exceed six feet. The minimum setback from a street right of way shall be 3 feet and a minimum of 5 feet from a side lot line. The maximum permitted sign area shall be 32 square feet.
 3. For a wall sign, a maximum of two wall signs are permitted, but no more than one per wall. Each shall have a sign area up to 15 percent of the total area of the wall to which it is attached, not to exceed 40 square feet. Wall signs shall not project more than 15 inches from the wall to which they are attached. For multi-tenant buildings, either the above wall signage for consolidated identification or one wall sign each per tenant is permitted, not to exceed 12 square feet.
- c. One window sign is permitted per window, with a maximum permitted four square feet of sign area per window sign.

- d. No sign shall be illuminated by flashing or moving lights, and external illumination shall be downward facing.
 - e. One ground, pole or wall sign is permitted per street frontage when fronting on more than one street.
 - f. An electronic message board may be permitted within one ground or wall sign, but not independently. An electronic message board shall have a sign area of up to 16 square feet, and said sign area shall count toward the total sign area of the ground or wall sign to which it is attached.
- (6) *Minimum off-street parking spaces.* Minimum off-street parking spaces in the light industrial district shall be as follows: One space per 500 square feet of floor area, plus one space per 1,000 square feet of floor area in accessory use. Parking space shall be ten feet by 20 feet.
- (7) *Minimum off-street loading berths.* Minimum off-street loading berths in the light industrial district shall be as follows: For all individual uses, one berth for the first 5,000 square feet of floor area, and one additional berth for each additional 20,000 square feet of floor area. Berth dimension shall be 12 feet by 44 feet.
- (8) *Bulk regulations.* Bulk regulations in the light industrial district shall be as follows:
- a. *Minimum lot area:*
 - 1. Industrial park development shall have five acres.
 - 2. All other permitted uses shall have two acres.
 - b. *Minimum lot width:*
 - 1. Industrial park development shall have 400 feet.
 - 2. All other permitted uses shall have 200 feet.
 - c. *Required front yard:* 30 feet front yard setback is required for all permitted uses.
 - d. *Required side yard depth:* 20 feet side yard is required for all permitted uses which shall be doubled when adjacent to a residential district or residential use.
 - e. *Total width of both required:* Side yard shall be 40 feet which shall be doubled when adjacent to a residential district or residential use.
 - f. *Required rear yard depth:* For all permitted uses 30 feet of rear yard depth shall be required.
- (9) *Industrial performance standards.* All uses herein listed are subjected to industrial performance standards as provided in section 36-97.
- (j) *PR, public recreational district.* Zoning district regulations for the PR, public recreational district, shall be as follows:
- (1) *Intent and purpose.* The purpose of the PR district is to provide for the public health, safety and welfare, by insuring the compatibility of recreation uses with adjacent lands; by protecting natural amenities; and by preserving recreation areas from the encroachment of certain other uses.
 - (2) *Uses permitted by right.* Uses permitted by right in the PR district shall be as follows:

- a. Outdoor recreational activities which do not cause excessive noise or impact on neighboring properties or the environment, as determined by the planning commission. Outdoor recreational activities include but are not limited to parkland, playground equipment and pavilions; tennis, basketball, baseball, pickle ball or volleyball courts; and facilities that are similar, as determined by the planning commission.
 - b. Preservation of open space and natural features.
 - c. Temporary or seasonal uses fitting the intent and purpose of the district, including circuses, carnivals or fairs; and associated activities, buildings and structures, for a period not to exceed seven days.
- (3) *Uses permitted by special use permit.* Uses permitted by special use permit in the PR district shall be as follows:
- a. Permanent buildings and structures accessory and incidental to permitted uses.
 - b. Temporary or seasonal uses fitting the intent and purpose of the district, including circuses, carnivals or fairs; and associated activities, buildings and structures, for a period exceeding seven days.
 - c. Museums.
 - d. Memorials and monuments.
 - e. Public beaches and associated bathhouses, locker rooms or similar facilities.
 - f. Bleachers or grandstands.
 - g. Banquet halls accessory and incidental to permitted uses.
 - h. Outside storage, when accessory and incidental to a permitted use, screened from the roadway and neighboring properties, and accessible to emergency vehicles.
 - i. Campgrounds subject to section 36-95(11).
 - j. The planning commission may approve similar uses, if such uses are determined to be compatible with, and would not adversely impact, the surrounding neighborhood.
- (4) *Bulk regulations and general requirements.* Bulk regulations and general requirements in the PR district shall be as follows:
- a. *Minimum lot area.* Unless otherwise regulated by state or federal statutes, the site shall not be less than required to provide adequate space for the proposed use(s), required parking, and required setback yard areas to accommodate the facilities and maintain the character of the neighborhood, in terms of noise, traffic, lighting glare, views, odors, trespassing, dust or blowing debris, as determined by the planning commission. The applicant may be required to provide documentation demonstrating the site size is adequate using national facility standards.
 - b. *Setbacks.*
 - 1. The minimum side and rear yard setbacks for all development on the site shall be 25 feet.

2. The minimum front yard setback for all development on the site shall equal that of the minimum front yard setback for the most restrictive proximate zoning district.
 3. Development features shall be so located and arranged as to encourage pedestrian, vehicular, user and neighborhood safety, as determined by the planning commission.
- c. *Maximum building height and floor area.*
1. Buildings and structures shall not exceed a height of 35 feet or two and one-half stories; provided, a greater height may be permitted for temporary buildings or structures of a definite and limited time period.
 2. Building or structure floor area shall not exceed 20 percent of the lot area.
- d. *Off-street parking spaces.* The location, arrangement and number of parking spaces shall be approved by the planning commission. The applicant may be required to demonstrate that proposed parking is sufficient to serve the intended use(s).
- e. *Landscaping.* During site plan review, the planning commission may require a combination of trees, shrubs, fences and/or berms to buffer recreational facilities from adjacent properties.
- f. *Signage.*
1. One ground-mounted sign is permitted, up to 50 square feet in gross area.
 2. Flashing or moving lights are not permitted; provided, flashing or moving lights may be permitted if part of temporary signage for a period not to exceed seven days.
 3. Temporary banners may be permitted for a period of up to 30 days located on the property where the event will be held. A permit may be approved by the Village Manager after a site plan and banner drawing are submitted for review.
- g. The planning commission may establish requirements for and/or limits on lighting, limits on hours of operation, time limits on validity of a special use permit, or any other measures deemed necessary to minimize negative impacts on nearby uses and traffic operations.

Section 3. Addition of Section 36-102. That Article IV, “Supplemental Use Regulations,” of Chapter 36, “Zoning,” of the Lake Odessa Village Code is hereby amended by adding a section, to be numbered 36-102, which section reads as follows:

Sec. 36-102. Tattoo or body piercing establishment.

Tattoo parlors and body piercing establishments shall be subject to the following provisions:

- a. No tattoo parlor or body piercing establishment shall be permitted within 500 feet of a school, library, public park, or public playground. Measurement shall be made from the

outermost boundary of the lot or parcel upon which the proposed use will be situated to the outermost boundary of the lot or parcel on which the school, library, public park, or public playground is situated.

b. No tattoo parlor or body piercing establishment shall be located within 1,000 feet of another tattoo or body piercing establishment. Measurement shall be made from the outermost boundary of the lot or parcel upon which the proposed use will be situated to the outermost boundary of the lot or parcel on which the existing tattoo parlor or body piercing establishment is located.

c. The site plan shall include a diagram that shows all zoning districts and any school, library, public park, or public playground within 500 feet of the proposed use. The diagram shall be drawn to a scale of not greater than one inch equals 100 feet.

d. The premises in which tattooing and/or body piercing is performed and all equipment used shall be maintained in a clean, sanitary condition and in good repair.

e. All used razors, needles, latex gloves, skin-cleansing sponges, gauze dressings, and other materials that have come in contact with human blood or other body fluids, excepting furniture and floor and wall coverings, shall be considered medical waste as that term is defined in the Medical Waste Regulatory Act, being MCL 333.13801 et seq., and must be handled and discarded in the manner specified in such act, depending on the item of waste to be disposed of.

f. An individual shall not perform tattooing or body piercing upon a minor unless the individual obtains the prior written informed consent of the minor's parent or legal guardian. A minor means a person under the age of 18 years. The minor's parent or legal guardian shall execute the written, informed consent required under this subsection in the presence of the individual performing the tattooing or body piercing on the minor or in the presence of an employee or agent of that individual. For the purposes of this section, "minor" does not include a minor is emancipated pursuant to section 4 of Act No. 293 of the Public Acts of 1968, being MCL 722.4.

g. An individual shall not perform tattooing or body piercing upon an individual if the other individual is under the influence of intoxicating liquor or a controlled substance.

h. The planning commission may establish hours of operation to protect the character of the land uses in the vicinity. Hours of operation shall be consistent with those of adjacent land uses.

i. Food or beverages shall not be served at a tattoo parlor or body piercing establishment.

j. The applicant shall demonstrate that outdoor loitering space would not be provided for and that outdoor loitering would be prohibited.

Section 4. Conflict and Repeal. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 5. Effective Date. This ordinance shall take effect upon the expiration of 7 days after its publication in a newspaper circulated within the Village.

Section 6. Publication. Within 15 days 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: [REDACTED], 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 [REDACTED], 2023, and that such ordinance was entered into the Ordinance Book of the Village on [REDACTED], 2023.

Date: [REDACTED], 2023

Kathy Forman, Village Clerk



AGENDA ITEM SUMMARY

Board:	Village Council
Meeting Date:	September 18, 2023
Agenda Item:	Golf Cart Ordinance

BACKGROUND

In 2015, the Village Council adopted a Resolution authorizing golf carts to be driven on local streets. This policy requires residents to register carts with the Lake Odessa Police Department. While this registration requirement creates the opportunity for police to share with drivers the rules for operating a cart, those rules cannot be enforced by LOPD.

The intent of this Ordinance is not to burden drivers. It is designed to ensure the standards already placed in state law are reflected in Village Code. Furthermore, by taking our golf cart rules out of a Resolution and placing them into an Ordinance, our police officers are better able to protect the public.

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

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

ORDINANCE NO. 2023-05

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE VILLAGE OF LAKE ODESSA BY ADDING A NEW
ARTICLE V TO CHAPTER 32, TO REGULATE THE USE OF
GOLF CARTS ON PUBLIC ROADS.**

THE VILLAGE OF LAKE ODESSA ORDAINS:

Section 1. Addition of Article V to Chapter 32 of the Code of Ordinances. That the Code of Ordinances, Village of Lake Odessa, Michigan, is hereby amended by adding Article V, “Golf Cart Ordinance,” to Chapter 32, “Traffic and Vehicles,” which shall read as follows:

**Article V
Golf Carts**

Section 32-111 - Purpose.

These regulations are intended to secure the public peace, health, and safety of the residents and property owners of the Village of Lake Odessa for the regulation of the use of golf carts on public roads within the limits of the Village, to provide for the issuance of decals in connection with the registration of golf carts, and to provide penalties for the violation of these provisions.

Section 32-112 - Definitions.

Decal means the sticker displayed on the front of every registered golf cart within the Village, which are obtained by completing and submitting the proper registration form to the Lake Odessa Police Department.

Driver license means an operator’s or chauffeur’s license or permit issued to an individual by the Secretary of State under Chapter III of the Michigan Vehicle Code, 1949 PA 300, MCL 257.301 to MCL 257.329, as amended, for that individual to operate a vehicle, whether or not conditions are attached to the license or permit.

Golf cart means a vehicle designed for transportation while playing the game of golf. Off-road vehicles, such as Gators, all-terrain vehicles (ATVs), a multitrack or multi-wheel drive vehicle, dune buggy, snowmobiles, or like-vehicles are not considered golf carts.

Maintained portion means that portion of a road improved, designated, or ordinarily used for vehicular traffic.

Operate means to ride in or on, or be in actual physical control of the operation of the golf cart.

Operator means a person who operates or is in actual physical control of the operation of a golf cart.

Registration means the process through which every person intending to operate a motorized golf cart on roads or streets within the Village must follow.

Street means a road, roadway, street, or right-of-way within the Village of Lake Odessa street system, but does not include a private road. The terms road, roadway, street, and right-of-way are interchangeable.

Sunset and *sunrise* mean that time determined by the National Weather Service on any given day.

Village means the Village of Lake Odessa, Ionia County, State of Michigan.

Section 32-113 - Operation of golf carts on Village streets.

A person may operate a golf cart on Village streets, subject to the following restrictions:

- A. A person shall not operate a golf cart on any street unless he or she is at least sixteen (16) years old and is licensed to operate a motor vehicle. The operator of a golf cart shall carry their driver's license on their person at all times while operating a golf cart within the Village.
- B. The operator of a golf cart shall comply with the signal (hand or mechanical) requirements of MCL 257.648, as amended, that apply to the operation of a vehicle.
- C. All golf carts are required to have a red reflector on the rear of the golf cart that shall be visible from all distances up to 500 feet when in front of lawful low beams of headlamps on a motor vehicle.
- D. The operator of a golf cart shall obey by all sections pertaining to traffic in the Michigan Vehicle Code and the Uniform Traffic Code, including, but not limited to, the prohibition on operating a vehicle while intoxicated under MCL 257.625 and the prohibition on transporting or possessing an open alcohol container in a motor vehicle under MCL 257.624a.
- E. A person operating a golf cart upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.
- F. A person shall not operate a golf cart on a state trunk line highway. This subsection does not prohibit a person from crossing a state trunk line highway when operating a golf cart on a street of the Village, using the most direct line of crossing.
- G. Where a usable and designated path for golf carts is provided adjacent to a road or street, a person operating a golf cart shall be required to use that path. A golf cart shall not be operated on a sidewalk constructed for the use of pedestrians.
- H. A person operating a golf cart shall not pass between lines of traffic, but may pass on the left of traffic moving in his or her direction in the case of a two-way street, or on the left or right of traffic, in an unoccupied lane, in the case of a one-way street.
- I. A golf cart shall be operated at a speed not to exceed 15 miles per hour and shall not be operated on a roadway or street with a speed limit of more than 30 miles per hour.
- J. A golf cart shall not be operated on the streets of the Village during the time period from one-half hour before sunset to one-half hour after sunrise.
- K. A golf cart shall not be used to carry more than four (4) persons at one time or

more than the number for which it is designed and equipped, if designed or equipped to carry less than four (4) persons.

- L. A golf cart operated on a street of the Village is not required to be registered under this Act for purposes of Section 3101 of the Insurance Code of 1956, 1956 PA 218, MCL 500.3101, as amended.
- M. A golf cart shall not be operated during weather events with snow and/or ice on the ground.
- N. Golf carts shall not be operated on a road or street in a negligent manner, endangering any person or property, or obstructing, hindering, or impeding the lawful course of travel of any motor vehicle or the lawful use by any pedestrian of public streets, sidewalks, paths, trails, walkways, or parks.
- O. Each owner or operator of a golf cart operating on Village streets must have proof of liability insurance and a completed Waiver of Liability in the form prescribed by the Village. Such documents must be in the golf cart at all times while in operation on Village streets.
- P. While the golf cart is in motion, the operator and all passengers shall remain seated in seating designed and manufactured for operators and passengers.
- Q. Golf Carts are prohibited from operating:
 - (i) on Jordan Lake Avenue, except for the section of Jordan Lake Avenue that is south of Emerson Street;
 - (ii) in any public park or recreation area, except when parking in designated parking areas associated with such parks or recreation areas;
 - (iii) on unpaved alleys; or
 - (iv) on private property without the consent of the property owner or his or her agent.

Section 32-114 - Parking.

The stopping, standing, and parking regulations provided in the Village Code shall also apply to golf carts operated in the Village, as if they are motor vehicles under those provisions.

Section 32-115 - Registration and decals.

- A. Golf cart owners shall register each golf cart by making application to the Lake Odessa Police Department. Such application shall include proof of insurance as a rider to a homeowner's or renter's policy, or in any other form of policy selected by the applicant, for coverage of personal injury or property damage resulting from operation of the subject golf cart. The minimum amount of coverage shall be no less than \$300,000.00. The Lake Odessa Police Department shall review and approve or deny each application, and provide a list of registered golf carts to the Village Manager.
- B. There shall be no charge for the registration of a golf cart, and each approved golf cart shall be issued a registration decal. The golf cart owner shall affix each decal provided by the Lake Odessa Police Department on a clearly visible place on the back of the golf cart.

- C. Non-residents may register their golf cart with the Village as long as they have written approval from a Village resident that the resident will act as the host property for the non-resident's golf cart and will allow the golf cart (including any trailer) to be parked on their property so as to not take up public parking spaces.
- D. Failure to register a golf cart shall constitute a violation of this article. Lost or stolen registration stickers are the sole responsibility of the owner and must be replaced and visible as required by this article before the golf cart is operated on a Village street.
- E. The Lake Odessa Police Department retains the right to refuse to issue and/or to revoke a registration decal from any golf cart for any reason that is deemed appropriate to ensure the safety and well-being of the citizens of the Village.
- F. Any police officer may temporarily suspend a registration decal, and ban further access on any public street or public property by any golf cart, when in the opinion of that officer the golf cart is being used in a manner to cause damage to public property or members of the public.

Section 32-116 - Public Officials.

This article does not apply to police officers, Village officials, employees, contractors, or volunteers during the performance of official Village duties.

Section 32-117 - Violation.

- A. Any person violating any provisions of this article shall be responsible for a civil infraction. Notwithstanding any other provision in the Village Code, the penalty for the first offense shall be \$50.00, and \$100.00 for the first repeat offense. For any second or subsequent repeat offense, the fine shall be \$250.00.
- B. A court may order a person who causes damage to the environment, a road, or other public property as a result of the operation of a golf cart to pay full restitution for that damage above and beyond the penalties paid for civil infractions.

Secs. 32-118 — 32-120. [Reserved.]

Section 2. Reserved Sections. Sections 32-83 through 32-99 of Article III, "Snowmobiles," and Sections 32-105 through 32-110 of Article IV, "Utility Terrain Vehicles, Chapter 32, "Traffic Vehicles," are hereby reserved for future use.

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 upon the expiration of 7 days after its publication in a newspaper circulated within the Village.

Section 5. Publication. Within 15 days 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: September 18, 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: _____, 2023

Kathy Forman, Village Clerk

MICHIGAN VEHICLE CODE (EXCERPT)
Act 300 of 1949

257.657a Operation of golf cart on village, city, or township streets or state trunk line highway.

Sec. 657a. (1) A village or city having a population of fewer than 30,000 individuals based upon the 2010 decennial census may by resolution allow the operation of golf carts on the streets of that village or city, subject to the requirements of this section. A township having a population of fewer than 30,000 individuals based upon the 2010 decennial census may by resolution, unless disapproved by the county board of commissioners under subsection (3), allow the operation of golf carts on the streets of that township, subject to the requirements of this section.

(2) If a village, city, or township allows the operation of golf carts on the streets of that village, city, or township, that village, city, or township may require those golf carts and the operators of those golf carts to be recorded on a list maintained by that village, city, or township. **A village, city, or township shall not charge a fee for listing golf carts or the operators of those golf carts.**

(3) A county board of commissioners may, by resolution, disapprove the operation of golf carts on the streets of a township located within that county if the county board of commissioners conducts a hearing and determines that 1 or more of the following apply:

(a) The operation of golf carts on the streets of that township would cause significant environmental damage.

(b) The operation of golf carts on the streets of that township would cause a significant concern of public safety.

(4) The county board of commissioners shall provide public notice of a hearing under subsection (3) at least 45 days before the hearing is conducted. The county board of commissioners shall also provide written notice of a hearing under subsection (3) to the township at least 45 days before the hearing is conducted.

(5) A person shall not operate a golf cart on any street unless he or she is at least 16 years old and is licensed to operate a motor vehicle.

(6) The operator of a golf cart shall comply with the signal requirements of section 648 that apply to the operation of a vehicle.

(7) A person operating a golf cart upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or a vehicle proceeding in the same direction.

(8) Except as otherwise provided in subsection (9), a person shall not operate a golf cart on a state trunk line highway. This subsection does not prohibit a person from crossing a state trunk line highway when operating a golf cart on a street of a village, city, or township, using the most direct line of crossing.

(9) The legislative body of a local unit of government may request the state transportation department to authorize the local unit of government to adopt an ordinance authorizing the operation of golf carts on a state trunk line highway, other than an interstate highway, located within the local unit of government. The request shall describe how the authorization would meet the requirements of subsection (10). The state transportation department shall solicit comment on the request from the local units of government where the state trunk line highway is located. The state transportation department shall consider comments received on the request before making a decision on the request. The state transportation department shall grant the request in whole or in part or deny the request not more than 60 days after the request is received. If the state transportation department grants a request in whole or in part under this subsection, the local unit of government that submitted the request may adopt an ordinance authorizing the operation of golf carts on the state trunk line highway that was the subject of the request. A county may submit a request for authorization under this subsection on behalf of 1 or more local units of government located within that county if requested by those local units of government.

(10) The state transportation department shall authorize operation of a golf cart under subsection (9) only on a state trunk line highway that is not an interstate highway within a local unit of government that has already adopted an ordinance under subsection (1), that serves as a connector between portions of the local unit of government that only connect through the state trunk line highway, and that meets 1 or more of the following requirements:

(a) Provides access to tourist attractions, food service establishments, fuel, motels, or other services.

(b) Serves as a connector between 2 segments of the same county road that run along discontinuous town lines.

(c) Includes a bridge or culvert that allows a golf cart to cross a river, stream, wetland, or gully that is not crossed by a street or county road on which golf carts are authorized to operate under an ordinance adopted as

provided in subsection (1).

(11) The state transportation department may permanently or temporarily close a state trunk line highway to the operation of golf carts otherwise authorized under subsection (9) after written notice to the clerk of the local unit of government that requested the authorization under subsection (9). The notice shall be in writing and sent by first-class United States mail or personally delivered not less than 30 days before the adoption of the rule or order closing the state trunk line highway. The notice shall set forth specific reasons for the closure. The state transportation department is not required to develop a plan for an alternate route for a state trunk line highway that it has temporarily closed to the operation of golf carts.

(12) Where a usable and designated path for golf carts is provided adjacent to a highway or street, a person operating a golf cart may, by local ordinance, be required to use that path.

(13) A person operating a golf cart shall not pass between lines of traffic, but may pass on the left of traffic moving in his or her direction in the case of a 2-way street or on the left or right of traffic in the case of a 1-way street, in an unoccupied lane.

(14) A golf cart shall not be operated on a sidewalk constructed for the use of pedestrians.

(15) A golf cart shall be operated at a speed not to exceed 15 miles per hour and shall not be operated on a state trunk line highway or a highway or street with a speed limit of more than 30 miles per hour except to cross that state trunk line highway or highway or street. A village, city, or township may, by resolution, designate roads or classifications of roads for use by golf carts under this subsection.

(16) A golf cart shall not be operated on a state trunk line highway or the streets of a city, village, or township during the time period from 1/2 hour before sunset to 1/2 hour after sunrise.

(17) A person operating a golf cart or who is a passenger in a golf cart is not required to wear a crash helmet.

(18) A person operating a golf cart on a state trunk line highway shall ride as near to the right side of the roadway as practicable.

(19) This section does not apply to a police officer in the performance of his or her official duties.

(20) A golf cart operated on a street of a village, city, or township under this section is not required to be registered under this act for purposes of section 3101 of the insurance code of 1956, 1956 PA 218, MCL 500.3101.

(21) As used in this section, "golf cart" means a vehicle designed for transportation while playing the game of golf. A village, city, or township may require a golf cart registered within its jurisdiction to meet any or all of the following vehicle safety requirements of a low-speed vehicle for approval under this section:

(a) At least 2 headlamps that comply with section 685.

(b) At least 1 tail lamp that complies with section 686.

(c) At least 1 stop lamp and 1 lamp or mechanical signal device that comply with sections 697 and 697b.

(d) At least 1 red reflector on each side of the golf cart as far to the rear as practicable and 1 red reflector on the rear of the golf cart as required for low-speed vehicles by 49 CFR 571.500.

(e) One exterior mirror mounted on the driver's side of the golf cart and either 1 exterior mirror mounted on the passenger side of the golf cart or 1 interior mirror as required for low-speed vehicles by 49 CFR 571.500.

(f) Brakes and a parking brake that comply with section 704.

(g) A horn that complies with section 706.

(h) A windshield that complies with section 708a.

(i) A manufacturer's identification number permanently affixed to the frame of the golf cart.

(j) Safety belts that comply with section 710a and that are used as required by section 710e.

(k) The crash helmet requirements applicable to low-speed vehicles under section 658b.

History: Add. 2014, Act 491, Imd. Eff. Jan. 13, 2015;—Am. 2018, Act 139, Eff. Aug. 8, 2018.