

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. B94

AN ORDINANCE REPLACING VILLAGE CODE CHAPTER 8 OF TITLE 6 REGARDING FOOD TRUCKS AND RELATED IN THE VILLAGE OF BEECHER, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have authority, pursuant to the Illinois Municipal Code to regulate the sale of food and beverages within the Village and the use of public rights of way; and

WHEREAS, the Village has received requests from vendors to operate local food trucks within the Village limits of Beecher; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have reviewed the current Village Code provisions 6-8-1 and 2 regarding food trucks and transient vendors; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, having reviewed the recommendations of its Village Administrator, now concur that is advisable, necessary, and in the best interests of the residents of the Village of Beecher to authorize and regulate the use of mobile food trucks within the corporate limits of the Village of Beecher, as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That Chapter 8, entitled “**PEDDLERS, ITINERANT MERCHANTS, AND TRANSIENT VENDORS**” of Title 6, entitled “**POLICE REGULATIONS**”, of the Village Code of the Village of Beecher, be, and the same is hereby amended and replaced in its entirety to read and provide as follows, namely:

**“CHAPTER 8
PEDDLERS, FOOD TRUCKS, ITINERANT MERCHANTS, AND TRANSIENT
VENDORS**

6-8-1: SALES ON PUBLIC PROPERTY AND RIGHTS OF WAY:

It shall be unlawful to sell, barter, or exchange or offer for sale, barter, or exchange any personal goods upon any right of way or public property in the village from any motor vehicle, pushcart, wagon, truck, trailer, or other type of vehicle. This prohibition shall not include the following exceptions: a) the delivery of any item previously ordered or the sale of items along delivery routes where the purchaser has previously requested the seller to stop and exhibit items; b) the solicitation of orders by sample where the goods are not delivered at the time the order is taken; c) special events in Village parks as approved by the Village President; d) Food Trucks with a

valid Village issued permit; and e) charitable organizations, service clubs or other nonprofit entities which conduct sales, the proceeds of which are to be used for charitable purposes only.

6-8-2: DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply:

Food Truck. A motorized vehicle or nonmotorized trailer or cart utilized for mobile food services, including, but not limited to, hot dog carts, ice cream trucks, mobile food concession stands, mobile refreshment stands, mobile food carts, or mobile snack stands.

Mobile food services. Preparing, serving, and/or selling food items, meals and snacks, for consumption from a Food Truck. Mobile food services does not include (1) charitable organizations distributing food or (2) persons engaged in the door-to-door delivery of previously prepared food or beverages to customers who have placed an order for such items prior to delivery.

6-8-3: PERMIT AND FEES.

A. Permit Required. A permit is required to operate a Food Truck in the Village. Permits are valid from January 1 to December 31 each year regardless of when the permit is obtained. In the case of a daily permit, the 24-hour period will be specified on the permit issued.

B. Application. Applicants must submit a complete application to the Village Clerk. The application must contain the information requested on the form, including the following:

1. A copy of all necessary licenses, permits, or registrations required by other jurisdictions, including Will County Health Department.
2. A description of the Food Truck(s) the applicant intends to operate.
3. A description of the proposed Food Truck operations in the Village, including the public or private property or public ways where the applicant seeks to operate, a list of events (if applicable), the planned location, operating days and hours, number of vehicles, signage, and lighting.
4. Written consent of the owner of any private property where the applicant seeks to operate, if applicable.
5. For Food Trucks that propose to operate while parked on public property or public ways, a signed statement that the applicant will hold harmless and indemnify the Village and its officers and employees from any claims for damage to property or injury to persons that may result from the food truck operations.

6. For food trucks that propose to operate while parked on public property or public ways, proof of insurance to protect from claims for damage to property or bodily injury or death that may arise from the food truck operations shall be submitted to the Village Clerk. The Applicant shall furnish certificates of insurance evidenced by a policy endorsement of the type and amounts required below prior to selling food on Village of Beecher property, or public ways. General public and other insurance in not less than the following amounts:

- A. Food products: \$500,000.00/\$500,000.00 aggregate, per occurrence.
- B. Commercial general liability:
 - 1. \$1,000,000.00 general aggregate.
 - 2. \$1,000,000.00 personal and advertising injury.
 - 3. \$1,000,000.00 each occurrence.
- C. Business automobile liability (including owned, non-owned and hired vehicles):
Bodily injury:
 - 1. \$1,000,000.00 per person.
 - 2. \$1,000,000.00 per accident.
- D. Property damage: \$1,000,000.00 per occurrence.

The required policy or policies of insurance shall contain the following special endorsements:

- (a) This insurance policy will not be canceled or reduced without 30 days' prior written notice to the Village of Beecher.
- (b) The Village of Beecher is named as additional insured under the terms of this policy.

The Applicant's insurance coverage shall be primary insurance with respect to the Village of Beecher for any issues related to the applicant and operation of a Food Truck. No cancellation provision in any insurance policy shall be construed as derogation of the continuous duty of Vendor to furnish insurance during the time it is operating on Village property, or public ways. The failure of the Village of Beecher to request the certificate of insurance does not relieve Vendor of its obligations to provide the required insurance and to otherwise comply with these provisions.

C. Permit Fee. The application required by Subsection B above must be accompanied by an application fee in the amount of \$100.00 for an annual permit, or \$25.00 per day for a daily permit, except that the permit fee will be waived for food trucks (1) that are approved to operate at special events as determined from time to time by the Village President.

D. Conditions. In issuing a permit for food truck operations, the Village Clerk and the Village Administrator each have the authority to impose conditions on the approved permit, including regulations relating to trash collection and disposal, noise control, signage, vehicular and pedestrian traffic protection, among other conditions.

E. Applicants shall be subject to a background check by the Village Chief of Police. Persons previously convicted of any felony, sex offense, or found liable for fraud, shall be required to submit evidence of rehabilitation satisfactory to the Chief of Police. If the Chief of

Police is not convinced of the Applicant's rehabilitation, a recommendation may be made that the permit be denied, and such matter will be referred to the Village President for review.

6-8-4: FOOD TRUCK OPERATIONS.

Food truck operators must have a valid Village issued permit and must comply with all applicable federal, state, and local laws and ordinances and the following regulations:

A. Limit on Number of Food Trucks. No more than 10 food truck permits will be issued to operate in the Village in any calendar year, unless authorized by the Village President. Food trucks approved to operate at special Village events will not be counted towards the maximum number of trucks permitted by this subsection.

B. Locations. Food Trucks will only be allowed to operate in the Village in the location or locations designated in the approved permit, which restrictions may be imposed by either the Village Clerk or the Village Administrator. In addition, Food Trucks are prohibited from parking, standing, or operating in a manner that obstructs a public way, impairs the movement of pedestrians or vehicles, or poses a hazard to public safety. No Food Truck may be parked on Village property or Village streets within 200 feet of an existing brick and mortar food business without specific permission by the property owner and/or business owner. Food trucks must remain stationary when open for operation at all times.

C. Food Truck Operation. Food Trucks must have a person staffing the Food Truck while on public property or a public way. No tables, chairs, tents or other personal property shall be allowed on Village streets.

D. Hours of Operation. Food trucks may only operate on those dates and during the hours designated in the approved permit. Hour of operation will be only between the hours of 8:00 a.m. and 8:00 p.m. unless otherwise authorized by the Village President.

E. Health Codes and Regulations. All Food Trucks operating in the Village must comply with all applicable health codes, including but not limited to state and county health department requirements for food truck operations. Trash receptacles shall be provided for customers and the food truck operator shall properly dispose of all waste and garbage on a daily basis.

F. Taxes. Operators must file and pay all applicable Federal, state and local taxes, for any jurisdictions applicable.

6-8-5: PENALTIES:

A. Penalty: Any person operating a food truck with a Village license but in violation of any other code provision shall upon conviction be fined up to \$750.00 for each violation. Each day a violation exists shall be considered a separate offense. Except as provided herein, whosoever violates or fails to comply with any of the provisions of this chapter, shall be guilty of an offense and fined not less than ~~five~~^{one} hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00). A separate offense shall be deemed committed for each day during or on which a

violation occurs or continues. Except when fines and costs are paid by compromise payment as provided in subsection (B) of this section prior to court, the circuit clerk shall add to the fine any and all costs and fees upon an authorized disposition.

B. **Compromise Payment:** In the event the Beecher police elect to charge any individual under a compromise citation as set forth hereinafter, any such person accused of a violation of this chapter and originally charged under this section may settle and compromise said claim without a court appearance by payment of one-half (1/2) of the minimum required fine to the village within ten (10) business days of the date of violation if the compromise box designation is so checked on the complaint and notice to appear form.”

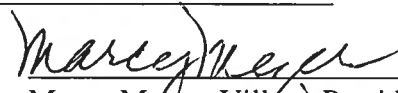
SECTION TWO: That all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.

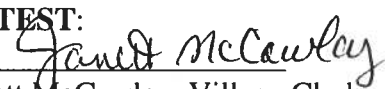
SECTION FOUR: That this Ordinance shall be in effect immediately after its passage by the Village Board, its approval by the President and its publication as required by law. The license fees provided herein shall immediately to any new licenses and shall apply to any renewal licenses upon expiration of the current issued license.

PASSED and APPROVED this 13th day of Nov., 2023.

Yeas:	<u>6</u>
Nays:	<u>0</u>
Abstain:	<u>0</u>
Present:	<u>6</u>



Marcy Meyer, Village President

ATTEST:


Janett McCawley, Village Clerk