



## CITY OF MCFARLAND MOBILE FOOD TRUCK VENDING CHECKLIST

The following items must be completed & submitted to successfully attain approval to be a vendor at the City of McFarland Mobile Food Establishment.

- Master Uniform Application
- City of McFarland Food Truck Park Facility Use Agreement
- City of McFarland Business License Application  
(A background will be required)
- Health Department Certificate
- General Liability Insurance
- Rental Fee (Weekly, Monthly and Yearly options available)

Applications will not be processed until all documents have been submitted to the City of McFarland.

**CITY OF MCFARLAND  
FOOD TRUCK PARK  
FACILITY USE AGREEMENT**

This Facility Use Agreement ("AGREEMENT") is entered into between the City of McFarland ("CITY") and the person or organization renting space (collectively referred to as "RENTER") at the McFarland Food Truck Park(s) on city owned property located in McFarland, CA 93250 ("FACILITY") The purpose of this AGREEMENT is to ensure all patrons and vendors enjoy the

FACILITY in a safe, clean, and organized manner while complying with applicable City ordinances governing Mobile Food Establishments. Please read this AGREEMENT carefully, fill out the required sections, initial at the bottom of each page, and sign the signature page at the end of the document.

**1. FACILITY INFORMATION (circle one)**

**McFarland Food Truck Park  
101 Industrial Street  
McFarland, CA 93250**

**McFarland Food Truck Park  
Frontage Road  
McFarland, CA 93250**

**2. RENTER INFORMATION**

Contact Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Main phone: Other phone: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Security Deposit/Refund made payable to: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

**3. RENTAL TERMS**

RENTER may choose one of the following rental space options:

Please select one of the following options:

1. **Month-to-Month Agreement:** Monthly rental fee of \$500.00, with a security deposit of \$500.00. Payment is due on the first day of each month.

2. **Weekend Agreement:** Weekend rental fee of \$150.00, with a security deposit of \$300.00. Weekend rental consists of Friday-Sunday rental only. Payment is due immediately upon approval.

3. **Annual Agreement:** Total annual fee of \$5,500.00, with a security deposit of \$500.00. The annual fee may be divided into 11 installments, commencing on the first day of the second month of operation. Payments will be due on the first of each subsequent month

Monthly rent includes all utilities (water, electrical, trash disposal, and grey water disposal). RENTER is responsible for disposal of oils and greases at their own cost and must submit proof of contract with a licensed disposal company or document the method of disposal. If self-hauling, RENTER must report monthly and provide proof of weight tickets from the landfill.

#### 4. DESCRIPTION OF BUSINESS ACTIVITIES

Type of Operation (e.g., cuisine served, business name): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Start Date: \_\_\_\_\_

Special Requests or Additional Needs (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**[CONDITIONS OF USE TO FOLLOW]**

## CONDITIONS OF USE

### **Ordinance Compliance:**

RENTER agrees to comply with Chapter 5.46 of the City of McFarland Municipal Code governing Mobile Food Establishments, including but not limited to:

1. Securing a valid food vending vehicle permit pursuant to Chapter 5.46.040.
2. Maintaining a valid business license from the City of McFarland.
3. Obtaining and maintaining a valid permit from the County of Kern through its Public Health Services Department.

### **Reservations:**

1. The FACILITY is not considered rented until the RENTER submits the signed Facility Use Agreement, rental fee, security deposit, insurance documentation, and applicable permits required by ordinance.
2. The CITY reserves the right to deny or cancel reservations if required documents or fees are not received.

### **Space Assignment:**

1. The CITY, at its sole discretion, will assign a space for the food truck. This space may not be reassigned or transferred without the explicit written consent of the CITY.

### **Operating Standards:**

RENTER shall adhere to the following operational standards:

1. Exterior lighting must be hooded or shielded to prevent light spillage into residential areas.
2. Business hours are limited to 9:00 A.M. to 10:00 P.M.
3. Vendors must provide trash and recycling receptacles within 20 feet of their vehicle and clean the area within a 50-foot radius before vacating the site.
4. Selling or serving alcohol and selling to persons in vehicles are prohibited.
5. Vendors must comply with applicable noise limits (not exceeding 70 decibels at property lines near residential areas).

### **Insurance and Indemnification:**

1. RENTER shall indemnify, defend, and hold harmless the City of McFarland, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of McFarland, its officers, employees, or agents.

2. General liability insurance. RENTER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Such insurance shall name the City of McFarland, its officers, employees, agents, and volunteers as additional insureds prior to the rental date of the FACILITY. RENTER shall file certificates of such insurance with the City of McFarland, which shall be endorsed to provide thirty (30) days notice to the City of McFarland of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the rental date, the City of McFarland may deny access to the FACILITY.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager. Requirements of specific coverage features, or limits, contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the City of McFarland requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of McFarland.

3. RENTER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the City of McFarland's facilities and adjoining property to the City of McFarland City Manager or his/her designee, in writing and as soon as practicable.

4. RENTER waives any right of recovery against the City of McFarland, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. RENTER shall not charge results of "acts of God" to the City of McFarland, its officers, employees, or agents.

5. RENTER waives any right of recovery against the City of McFarland, its officers,

employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, even if the City of McFarland, its officers, employees, or agents seek recovery against RENTER.

**Facility Usage Guidelines:**

1. RENTER shall keep the rented space and surrounding areas clean and free of debris.
2. RENTER may not sublease or transfer the rental space to another party.
3. Noise levels, waste disposal, and parking must comply with CITY regulations.
4. Smoking, gambling, and unpermitted alcohol sales are prohibited on FACILITY grounds.

**Security Deposit:**

1. A \$500.00 security deposit is required under both monthly and annual rental agreements. A \$300.00 security deposit is required under the weekend rental agreements.
2. The deposit may be used to cover damages or cleaning costs. The remaining amounts will be refunded within 30 days after the end of the rental term, provided no damages or violations occur.

**Cancellations and Refunds:**

1. Month-to-Month Agreements: Cancellation requires 15-day written notice. Refunds will not be issued for partial months.
2. Annual Agreements: Cancellation requires a 60-day written notice. Refunds will be prorated based on the months used.

**Termination of Agreement:**

1. The CITY reserves the right to terminate this AGREEMENT for violations of terms, safety concerns, or failure to pay rent.
2. RENTER will be given a minimum of seven (7) days written notice in case of termination unless safety or legal concerns require immediate action.

**[SIGNATURE PAGE FOLLOWS]**

**IMPORTANT**

**I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and the attached specific facility regulations and agree to all of the aforementioned rules, regulations, and conditions of use.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Organization: \_\_\_\_\_

-----**CITY OF MCFARLAND USE ONLY**-----

Date Application Received: \_\_\_\_\_ Permit #: \_\_\_\_\_

Date Distributed: \_\_\_\_\_

Tax ID Number / Business License Number: \_\_\_\_\_

Total Facility Fees: \$ \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

**Total Amount Due:** \$ \_\_\_\_\_ **Due By:** \_\_\_\_\_

Payment 1: Balance: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Payment 2: Balance: \_\_\_\_\_ Receipt #: \_\_\_\_\_

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**Send Payment to:  
City of McFarland  
401 W Kern Ave  
McFarland, CA 93250**

**Checks payable to the  
City of McFarland**



401 W. Kern Avenue  
McFarland, CA 93250  
661-792-3091 Office  
661-792-3093 Fax

## Master Uniform Application

### I. Type of Application

- Annexation
- Conditional Use Permit
- General Plan Amendment
- Precise Development Plan
- Site Plan Review (Non SFR)
- Specific Plan
- Williamson Act Contract
- Zone Variance
- Zone Change
- Zone Text Amendment
- Parcel Map Waiver
- Lot Line Adjustment
- Parcel Map
- Tract Map
- Reversion to Acreage
- Other: \_\_\_\_\_

### II. Submittal Requirements

All items identified below must be included in the application packet. If any items are missing, the application will not be accepted. **ACCEPTANCE OF AN APPLICATION DOES NOT GUARANTEE PROJECT APPROVAL.**

- Completed Master Uniform Application
- Detailed Project Description
- One (1) Preliminary Title Report, not less than two months old, for all subject properties
- Payment of Filing Fees (contact the Planning Department for fees due)
- Signed Billing Authorization Form (if applicable, required for all deposit based fees)
- Submittal Checklist corresponding with application type identified above

**CONSENT OF APPLICANT AND PROPERTY OWNER:** The consent of the applicant and property owner, if not the applicant, is required for filing an application for a land use development permit within the City of McFarland. The signatures of the applicant and property owner(s) below constitute consent for filing of this application.

**INCOMPLETE APPLICATIONS:** The completeness of this application, which includes accompanying plans, shall be subject to the review of the Planning Department. Applications for any of the above listed actions, and other actions as deemed necessary by the Planning Department, shall be considered incomplete pending a completeness review.

### III. General Information

#### Project Information

Name of Project (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

APN(s): \_\_\_\_\_ Site Area: \_\_\_\_\_

Zone District: \_\_\_\_\_ Planned Land Use Designation: \_\_\_\_\_

Existing Use of Property: \_\_\_\_\_

#### Applicant Information

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ Email Address (optional): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number (optional): \_\_\_\_\_

Signature: \_\_\_\_\_

#### Property Owner Information

Name of Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_ Email Address (optional): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number (optional): \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



**CITY OF MCFARLAND**  
401 W Kern Ave  
McFarland, CA 93250 (661) 792-3091

### Application for a NEW Business License

NAME OF BUSINESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

MAIN PHONE #: \_\_\_\_\_ OTHER #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHYSICAL LOCATION: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_

IF APPLICABLE: \_\_\_\_\_

# OF APTS. OR RENTALS \_\_\_\_\_

# COIN OP MACHINES \_\_\_\_\_

GROSS RECEIPTS \_\_\_\_\_

OWNER NAME: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

BUSINESS/CONTRACTOR \_\_\_\_\_

LICENSE #: \_\_\_\_\_ EXPIRES: \_\_\_\_\_

#### STANDARD LICENSE FEES:

BASE FEES	\$ 15.00
SB-1379 FEES FOR THE STATE OF CALIFORNIA	\$ 4.00
OTHER FEES DETERMINED BY TYPE OF BUSINESS OR GROSS RECEIPTS (see attached)	\$ _____
<b>Total</b>	<b>\$ _____</b>

#### OTHER FEES MAY APPLY DEPENDING ON YOUR BUSINESS TYPE

**\*\*\*FORM MUST BE SIGNED AND DATED\*\*\***

**I HEREBY DECLARE THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS, TO THE BEST OF MY KNOWLEDTGE, ACCURATE.**

PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

If you have employees, please submit a copy of your Workman's Compensation Insurance policy. If you do not have any employees, you must submit a declaration stating so.

Licenses may be applied for by mail or in person. City Hall is open from 8:00 am – 5:00 pm Monday through Thursday and every other Friday.

(A) Section 5.04.140 is hereby replaced with the following:

“A. Every person who commences, conducts, engages in or carries on any business listed hereinafter in this subsection shall pay a business license tax comprised of the base, annually, per event, daily, and / or tax plus the unit tax amount times the number of units calculated, respectively, for each such classification of business as hereinafter specified.

Base Fee on all Business License. \$15.00

California State Fee on all business license. \$4.00

<b>Business Type</b>	<b>Annually /Daily /Per Event/ Unit Tax Amount</b>
Administrative Office	\$100 Annually
Apartments /Rental Property	\$65.00 plus \$5.00 for each after 4 units
Arts and / or Crafts Fair	\$10.00 per booth /stall
Barber Shop / Beauty Salon	\$65.00 per owner and non-employee operator
Billboard Structures within the city	\$150.00 annually per structure
Christmas tree lot sales operations	\$40.00 per day All structures and electrical permit requirements are inspected and approval by the building department and all Fire Code requirements approved by the Fire Department. Planning Department approval requirement.
Circus /Carnival	\$450.00 for five (5) days or less
Commercial Solicitors /Peddlers	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors /peddlers must comply with the conditions described in Municipal Code 5.32
Curb Painters	\$30.00 per day. Requirements: Obtain insurance in the amount of \$100,000 for Public liability from an insurance company. Obtain a Surety Bond from a bonding company or insurance company in the amount of \$500.00, or cash deposit in that amount can be made to the City of McFarland. The Permit must be in possession of the person performing the work and available for inspection on demand.
Exhibitions (i.e.: car show)	\$10.00 per vehicle, per day
Family Child Care over 8 children	\$100.00 annually plus Home Occupation Permit required and approved by the Planning Department and Permit from the state of California to operate. See Res. 2014-0201 for Fee.
Family Child Care of 8 or less children	Health & Safety Code Section 1597.45: No local jurisdiction shall impose any business license, fee or tax for the privilege of operating a small daycare home.
Farmers Market	\$10.00 per booth /stall

<b>Business Type</b>	<b>Annually /Daily /Per Event/ Unit Tax Amount</b>
Food Vending Vehicles –MC 5.44	\$200.00 Annually, \$90.00 for background check required on owner /operator, \$25.00 for each vehicle inspection, and live scan required on each owner /operator. Must present a valid Kern County Environmental Health Permit. Liability Insurance Required, see Municipal Code 5.44.060. Must comply with the additional conditions described in Municipal Code 5.32
Fortunetelling, Palmist, Clairvoyant	\$500.00 annually, plus investigation filing fee of five hundred dollars, plus the fee charged by Department of Justice for fingerprint processing. Must comply with additional requirements in Municipal Code 5.28
Hotel, Motel, Lodging Houses	\$65.00 annually, plus \$5.00 per room after 4.
Ice Cream Vending Vehicle	\$200.00 Annually, \$90.00 for background check required on owner /operator, \$25.00 for each vehicle inspection, and live scan required on each owner /operator. Must present a valid Kern County Environmental Health Permit. Liability Insurance Required see Municipal Code 5.44.060. Must comply with additional conditions described in Municipal Code 5.32
Itinerant Vendor	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors /peddlers/itinerant vendors must comply with the conditions described in Municipal Code 5.32
interpreter	\$65.00 annually
Laundromats	\$30.00 for the first machine, \$10.00 for each additional machine per year. Maximum \$200.00 annually.
Spas-Medi/Pedi	\$65.00 per owner and non-employee operator
Taxi-Cab	\$65.00 per vehicle. \$90.00 for background check required on each owner /driver, \$25.00 for each vehicle inspection, and live scan required on each owner /driver. Must also comply with all requirements stated in Municipal Code Section 5.52.
<b>Duplicate ( Lost or Damaged Business License)- MC 5.04-100</b>	<b>\$15.00</b>
<b>Change Location of Business MC- 5.04.090</b>	<b>\$15.00</b>

(B) Every person who engages in any business within the City except those businesses set forth in subsection A of this Section 5.04.140 shall pay an annual business tax based upon Gross Receipts at the rates to be calculated to the nearest cent as set forth below:

**CITY OF MCFARLAND  
LICENSE FEE SCHEDULE  
ANNUAL GROSS RECEIPTS**

Base Fee on all Business License. \$15.00

California State Fee on all business license. \$4.00



For the Sales and Service or the rendering of any service whatsoever.

FROM	TO	FEE DUE
ZERO	\$30,000	\$65.00
\$30,001	\$50,000	\$75.00
\$50,001	\$75,000	\$100.00
\$75,001	\$100,000	\$125.00
\$100,001	\$175,000	\$150.00
\$175,001	\$250,000	\$175.00
\$250,001	\$500,000	\$225.00
\$500,001	\$750,000	\$300.00
\$750,001	\$1,000,000	\$450.00
\$1,000,001	\$1,500,000	\$500.00
\$1,500,000	\$2,000,000	\$600.00
\$2,000,001	\$3,000,000	\$700.00
\$3,000,001	\$4,000,000	\$800.00
\$4,000,001	\$5,000,000	\$900.00
\$5,000,001	\$10,000,000	\$1,000.00
\$10,000,001	and up	\$2,000.00

**Note: You may report your gross receipts on a calendar or fiscal basis as long as it is for a full year. Please report by the same method each year. If you have been doing business in the City of McFarland for less than twelve months, enter an estimate of your gross receipts for twelve months**

C. The business license tax and Gross Receipts may be modified from time to time by City Council resolution.

## CHAPTER 5.46 - MOBILE FOOD ESTABLISHMENTS

### Sections:

#### 5.46.010 - Purpose and intent.

The purpose of this chapter is to provide a clear and concise explanation of the necessary process in forming a mobile food establishment, the requirements necessary, and the standards that are applied to ensure a safe and equal opportunity for all applicants, residents, and property owners.

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)

#### 5.46.020 - Definitions.

The following words and terms shall have the following meanings:

"Mobile food establishment" shall mean a food service operation that is operating from multiple movable motor-driven vehicles or portable structures that are able to change locations. It may operate as one of two types of mobile food operations:

1. A restricted unit that offers only pre-packaged food in individual servings; beverages that are not potentially hazardous and are dispensed from covered urns or other protected vessels; and packaged frozen foods. Preparation, assembly or cooking of foods is not allowed; or
2. An unrestricted unit that may serve food as allowed in subsection (1) [above], and may cook, prepare and assemble a full menu of food items;
  - a. Except as provided in subsection (b) below, an unrestricted unit must be secured and completely enclosed; and
  - b. Foods such as hot dogs, coffee, or shaved ice, or food with prior approval from the environmental health department, may be served from vehicles with three sides and a cover.

"Food vending vehicle" includes any vehicle from which any type of food or beverage is sold or offered for sale directly to any consumer and is permitted to operate pursuant to this chapter.

"Operator" means a person who operates a mobile food establishment.

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)

#### 5.46.030 - Mobile food establishments are permitted in the following zone districts.

A mobile food establishment is permitted in C-O, C-1, CRMU, C-2, CH, M-1, M-2, and M-3 zones. However, a mobile food establishment shall not be allowed unless the community development director finds that the proposed mobile food establishment complies with the definition and requirements.

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)

#### 5.46.040 - Permits required.

All food vending vehicle business owners shall comply with the following requirements:

- A. Each food vending vehicle business at the mobile food establishment must obtain a food vending vehicle permit pursuant to this chapter.
- B. Each food vending vehicle business shall maintain a valid business license from the City of McFarland.
- C. Each food vending vehicle shall maintain a valid permit from the County of Kern through its public health services department.

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)

#### 5.46.050 - Application.

- A. Applicant shall submit a complete master uniform application for a mobile food establishment on forms approved by the community development director or designee and shall be signed under penalty of perjury by the applicant.
  1. Applicant intending to operate on private property as a mobile food establishment:
    - a. Must attach to the application a plot plan drawn to scale, showing the location of utilities, improved parking areas, location of permanent and temporary structures, curb cut and/or driveways and identifying the nearest available source of potable water, sanitary facilities and fire hydrants and the food vending vehicle has permission to use;
    - b. Need written authorization signed and dated by the current property owner regarding the location of the mobile food establishment business on the owner's property;
    - c. Each food vending vehicle intending to operate on the property will be required to apply for a food vending vehicle permit and complete the permit requirements per [Section] 5.46.040.
      - i. Must attach to the application a plot plan drawn to scale, showing the location of utilities, and location of permanent and temporary structures.
    - d. Need a copy of an approved conditional use permit if applicable.

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)

5.46.060 - Application approval, denial, and revocation.

- A. The community development director or designee shall approve or deny an mobile food establishment application within sixty days of receipt.
- B. The community development director or designee may deny or revoke a food vending vehicle permit whenever it is determined that the applicant has done any of the following:
  - 1. That misrepresentations were made on the application.
  - 2. That the business owner or any manager of the food vending vehicle business has been convicted of a crime substantially related to the qualifications, functions, or duties of the food vending vehicle business for which application is made, unless he or she has obtained a certificate of rehabilitation.
  - 3. That any of the terms or conditions of the permit or regulations under this chapter have been violated, or that the food vending vehicle business has been operating in violation of local ordinance, state, or federal law.
  - 4. That the food vending vehicle business is interfering with the peace and quiet of the neighborhood.
  - 5. That the safety of persons or real or personal property requires such revocation.
  - 6. That the property owner transferred or assigned his, her or its interest in the property.

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)

5.46.070 - Operating standards.

- A. May not operate adjacent to an existing restaurant.
- B. Each mobile food vendor must be parked on a paved area.
- C. A drive-in service is not permitted.
- D. Exterior lighting must be hooded or shielded so that the light source is not directly visible to a residential use.
- E. Electrical service may be provided only by:
  - 1. temporary service or other connection provided by an electric utility; or
  - 2. an onboard generator.
- F. Water service may be provided by:
  - 1. containers of commercially bottled drinking water.
  - 2. closed portable containers.
  - 3. an enclosed vehicular water tank.
  - 4. an on-premises water storage tank.

- 5. piping, tubing, or hoses connected to an adjacent approved source.
- G. A mobile food establishment shall not conduct business between the hours of ten p.m. and nine a.m.
- H. Must provide at least one trash receptacle and one recycling receptacle for use by patrons within twenty feet and in a convenient location that does not impede pedestrian or vehicular traffic.
- I. Upon vacating the site, must collect and remove the aforementioned trash receptacles and all litter and debris generated within a minimum fifty-foot radius of each food vending vehicle.
- J. No selling or serving alcohol.
- K. No selling to persons in vehicles.
- L. No discharge or cause to be discharged to a public sewer, any waste which directly or indirectly connects to the city's sewerage systems.
- M. No obstruction or interference with the free flow of pedestrian or vehicular traffic, including but not limited to access to or from any business, public building, or dwelling unit.
- N. No restriction of visibility at any driveway or intersection.
- O. Permanent or portable restrooms and handwashing facilities must be available for use during food preparation and customers.
- P. Any signs connected to the individual food vending vehicles are limited to those attached to the exterior of the mobile food vehicle and must be:
  - 1. secured and mounted flat against the mobile food establishment; and
  - 2. may not project more than six inches from the exterior of the mobile food vehicle.
- Q. Any signs for the mobile food establishment, except for those attached to the mobile food vehicles, must go through the process indicated in Chapter 17.142.

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)

#### 5.46.080 - Noise.

- A. The noise level of mechanical equipment or outside sound equipment used in association with a mobile food establishment may not exceed seventy decibels when measured at the property line that is across the street from or abutting a residential use.
- B. No amplified sound or loudspeakers. Must comply with the noise limits in Chapter 12.24

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)

#### 5.46.090 - Parking standards.

- A. Parking standards shall comply with the provisions of Chapter 17.144.
- B.

On-site Parking Area. Parking areas shall be located where customers have easy and convenient access.

- C. Parking shall not be located on street corners.
- D. Joint Use Parking. Parking shall be developed as joint use parking areas under the provisions outlined in Chapter 17.144.070.
- E. Parking area shall be paved to prevent any dirt.

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)

5.46.100 - Exceptions to the mobile food establishment.

- A. The following types of mobile food vending operations are not limited by zoning restrictions with the written consent of the property owner and an applicable permit from the city:
  - 1. School property.
  - 2. Hospital property.
  - 3. Religious facility.
- B. Private catering events is exempted from the mobile food establishment process, but must comply with following requirements.
  - 1. The requirements for a private event is the following.
    - a. The food vending vehicle is parked entirely on private property.
    - b. Service is limited to private guests of the catering host.
    - c. Payment occurs directly between the catering event host and the food vending vehicle business owner. No payment transactions shall occur for individual orders.

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)

5.46.110 - Appeal process.

- A. Except as provided in this chapter, any person aggrieved by the issuance, denial or revocation of application pursuant to this chapter may appeal such decision to the city council by filing a written notice of such appeal with the city clear within five business days of the decision of the community development director, city manager, city council, or designee, giving rise to said appeal. Such appeal shall set forth, with particularity, the facts upon which the appeal is being made. The city council shall, within thirty days of receiving such notice of appeal, hold a hearing. At such hearing, the aggrieved party is entitled to be heard and present evidence on his or her behalf. The city council shall determine the merits of the appeal, and the city council's determination to grant or deny the appeal shall be final. When the necessity for a timely response so requires, the city council may refer to the matter to the community development director.
  - 1.

Any applicant for a mobile food establishment who is engaging in or intends to engage in "expressive activity" as defined in this chapter and who is aggrieved by the denial or revocation of a permit pursuant to this chapter may, at his or her election, appeal to the city council in accordance with this section. However, any appeal taken pursuant to this section may, by necessity, involve the postponement or delay of the activity for which a permit is sought.

(Ord. No. 12-2024, § 2(Exh. A), 9-25-24)