



520 3rd St., Suite 230, Brookings, SD 57006
Phone: (605) 692-6281
www.cityofbrookings.org

License Application **Food Truck**

BUSINESS

Business Name:
(as will appear on license) _____

Business
Address: _____

Street

City _____ *State* _____ *ZIP Code* _____

Business Phone: () _____

Business Email: _____

Business Website or Facebook Address: _____

SD State Sales Tax Number: _____

SD Dept. of Health Mobile Food Service License Number: _____

Vehicle Information:
(Separate licenses are required
for each food truck.)

<i>Make</i>	<i>Model</i>	<i>Year</i>
_____	_____	_____

<i>Color</i>	<i>License Plate Number</i>	<i>State</i>
_____	_____	_____

Type of product(s) to be sold (list all): _____

CONTACT INFORMATION

Contact Name: _____

<i>Last</i>	<i>First</i>	<i>Middle</i>
_____	_____	_____

Home Address: _____

Street

City _____ *State* _____ *ZIP Code* _____

Home Phone or Cell: () _____

Personal Email: _____

Requirements for Food Truck Licenses

- Completed application
- Certificate of Insurance identifying the City of Brookings as additionally insured with a policy of not less than \$1,000,000 per occurrence. The policy shall not be terminated or cancelled prior to the termination of the food truck permit without 30 days written notice to the City.
- Signed *Hold Harmless Statement* indemnifying the City, its officers and employees, for any claims for damages to property or injury to persons which may occur in connection with any activity carried on pursuant to any activities associated with food truck vending.
- Copy of State Mobile Food Service License
- Copy of State Sales Tax License
- Photos of vehicle (not required for renewal applications unless modifications or vehicle has changed)
- \$75.00 fee
- Separate approval form required to park in municipal parking lots or city park ground.

Applicant Signature

The undersigned hereby certifies he/she has reviewed and agrees to abide by the requirements for Food Trucks as set forth in Article VIII of Chapter 26 of the Code of Ordinances of the City of Brookings and will display the permit at all times in a conspicuous place.

Any permit issued under the provisions of this ordinance may be revoked for violation of any provision of this Code, State law or City ordinance by the City Clerk or designee. Upon the revocation, the permit shall immediately be surrendered, and failure to do shall be a violation of this ordinance. In addition, the Police Department is authorized to suspend a permit at any time in the event of prohibited conduct by a food truck operator. The food truck operator shall be provided an opportunity to remove the suspension following a meeting with the City Clerk and Police Chief during regular business hours following the suspension.

A violation of this article shall subject the violator to revocation of the permit and a fine of up to \$200.00. Each day a violation occurs may constitute a separate offense.

Applicant's signature: _____

_____ Date

All licenses run from January 1st to December 31st of the current year.

License fee is not refundable. License is not transferable.

Return completed application to:

City Clerk's Office, 520 3rd Street, Suite 230, Brookings, SD 57006

Phone: (605) 692-6281

Email: bfoster@cityofbrookings.org

To be completed by City of Brookings

License Fee: \$75 _____

Paid by

License No.

City Clerk

Date

Human Resources / Risk Management

Date

Engineering Dept.

Date

Community Development Dept.

Date

Police Dept.

Date

Fire Dept.

Date

License Processing:

- Send original license to Applicant
- Filed with City Clerk

Email notification of approved license to:

- Police
- Community Development
- Engineering
- SD Dept. of Health
- Park & Recreation Director (for park land)

FOOD TRUCKS

FOOD TRUCK LOCATIONS

1. Downtown zone, except on Main Avenue (see map)
2. Business and industrial zoned private property inside and adjacent to the downtown zone
3. Business and industrial zoned private property in Brookings
4. Municipal parking lots (permission required)
5. Parks (permission required)

PROHIBITED LOCATIONS:

1. Main Avenue
2. South Dakota State University (unless have SDSU authorization)
3. Streets in or abutting a residential zone
4. Private property in a residential zone
5. Private business or industrial property without owner permission
6. Locations determined as a traffic or safety hazard by Police Chief

PARKING

1. Truck must be parked in a parallel manner within two (2) parallel or three (3) diagonal parking spaces.
2. Trucks parking in diagonal spaces cannot exceed 22 feet.
3. Serving window must face sidewalk and cannot face street traffic
4. Trucks may not sell directly in front of any main entrance to an adjacent business.
5. Trucks must be at least twenty feet (20') away from any crosswalk at an intersection.
6. Special permission is required to park in municipal parking lots
7. Special permission is required to park on City park property
8. No parking in any areas along the parade route or obstruct parade viewers
9. All parking ordinances, including ordinances limiting the duration of parking, shall apply to food trucks except as specifically provided in Sec. 26-429.
10. No parking within 15 feet of a fire hydrant.
11. No sales are allowed between the hours of 2:00 a.m. and 6:00 a.m. Hours are not limited on private property.
12. No parking for more than two consecutive hours between the hours of 8:00 a.m. and 5:30 p.m. on Mondays through Saturdays.

OTHER RULES OF OPERATION:

1. Food truck operators must be actively engaged in food vending operations at all times while parked on the public right-of-way.
2. The City Food Vendor License must be displayed at all times in a conspicuous place where it can be read by the general public.
3. Operators must provide one private trash bin and one private recycling bin for public use with capacity of no less than 30 gallons each, and shall remove all refuse within 25 feet of the food truck. Refuse shall be removed at the food truck operator's expense and shall not be placed in an unauthorized private or City receptacles.

4. Hours of operation: 6:00 a.m. to 2:00 a.m.
5. Food trucks shall provide equal access to goods and services to people with disabilities by providing an accessible counter height or by modification in policies, practices, and procedures; provision of auxiliary aids; and removal of barriers.
6. No tables or chairs shall be used in conjunction with the operation of a food truck.
7. All signs shall be located upon the food truck. No electronic signage is permitted.
8. Food trucks are subject to the city noise ordinance.
9. Operators may not place any object that blocks pedestrian traffic.
10. Compliance with the minimum public health and safety requirements as made and enforced by the South Dakota Department of Health, pursuant to SDCL Chapter 34-18
11. Provide proof of an annual third-party inspection of propane fill or gas-related capabilities
12. Sign a statement holding harmless the City and shall indemnify the City, its officers and employees, for any claims for damages to property or injury to persons which may occur in connection with any activity carried on pursuant to any activities associated with food truck vending
13. Furnish and maintain a policy of insurance protecting the Applicant and the City from all claims for damage to property or bodily injury, including death, which may arise from activities associated with mobile food vending. The insurance policy shall list or endorse the City as additional insured and carry minimum liability limits of at least \$1,000,000 per occurrence. The endorsement shall provide that the policy shall not be terminated or cancelled prior to the termination of the food truck permit without 30 days written notice to the City. Any permit for food truck vending shall be deemed void in the absence of a current insurance policy meeting the criteria.

REVOCATION/SUPERVISION

Any permit issued under the provisions of this ordinance may be revoked for violation of any provision of this Code, State law or City ordinance by the City Clerk or designee. Upon the revocation, the permit shall immediately be surrendered, and failure to do shall be a violation of this ordinance. In addition, the Police Department is authorized to suspend a permit at any time in the event of prohibited conduct by a food truck operator. The food truck operator shall be provided an opportunity to remove the suspension following a meeting with the City Clerk and Police Chief during regular business hours following the suspension.

Violation shall subject the violator to revocation of the permit and a fine of up to \$200.00. Each day a violation occurs may constitute a separate offense.

RELEASE, HOLD HARMLESS, INDEMNIFICATION AND INSURANCE AGREEMENT

City of Brookings, South Dakota

I, _____ agree to release, hold harmless and indemnify the City of Brookings and its officers, officials, employees, agents and volunteers, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the (i) the use of a food truck in the City of Brookings by the undersigned, (ii) any act, omission, or negligence of the undersigned, or the partners, directors, officers, agents, employees and other users and invitees of the undersigned, and (iii) any accident, injury or damage whatsoever occurring while the undersigned is operating a food truck licensed by the City of Brookings.

This Release shall apply, without limitation, to any and all claims for common law negligence as well as any and all claims brought under any other law or theory of recovery. Accordingly, the undersigned releases and agrees to indemnify the city and its officers, officials, employees, agents, and volunteers from any and all claims and liability.

The undersigned shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall add the City of Brookings and its officers, officials, employees, agents and volunteers as additional insureds.

The undersigned shall also maintain business vehicle liability insurance with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

Dated this ____ day of _____, 20____.

Applicant Signature

Witness Signature