

CITY OF JOHNSON CITY Mobile Food Vendor Permit Policy

A. Definitions.

1. “*Business*” shall include any activity engaged in by any person, or caused to be engaged in by the person, with the object of gain, benefit, or advantage, either direct or indirect.
2. “*Business License*” shall mean a business license registration issued by the municipality or county to Vendor when gross receipts are \$10,000 or more.
3. “*Designated Operation Area*” a designated area may be on public property during a private or public special event held within the City limits of Johnson City upon approval from the City of Johnson City through its City Manager or his/her designee.
4. “*Food Products*” shall mean products that are ready for immediate consumption. The term “food products” does not include fresh produce.
5. “*Gross Sales*” shall mean the sum total of all sales without any deduction whatsoever of any kind or character.
6. “*Jurisdiction of Domicile*” shall mean the true, fixed and permanent place of business.
7. “*Mobile Food Vendor Permit*” shall mean a permit to allow mobile food vending issued by the City of Johnson City.
8. “*Mobile Food Vending Unit*” or “*Unit*” shall mean an enclosed unit, truck, or trailer, cart, or similar vehicle-mounted unit that is:
 - a. mobile or capable of being moved by a licensed motor vehicle;
 - b. independent with respect to water, waste water, and power utilities;
 - c. used for the preparation, sale, or donation of food products and beverages; and
 - d. no larger than thirty-five (35) feet in length.
9. “*Mobile Food Vendor*” or “*Vendor*” shall mean any individual engaged in the operation of a Unit; if more than one individual is operating a single Unit, then Vendor shall include all individuals operating such single Unit.
10. “*Temporary Land Use Permit*” shall mean a permit to allow the use of land area, beyond the footprint of the unit, for a maximum of one hundred-eighty (180) days issued by the City of Johnson City, Tennessee.
11. “*Temporary Mobile Food Vendor Permit*” shall mean a permit to allow the temporary operation of mobile food vending issued by the City of Johnson City, Tennessee.
12. “*To Operate*” or “*Operation*” shall mean all activities associated with the conduct of business, including, but not limited to, set up, take down, and actual hours where the Unit is open for business.

13. “*Transient Business License*” shall mean a license issued to out of state businesses that do not have a physical location or has a temporary premises for no more than six (6) months in Tennessee that are selling merchandise to the public.
14. “*Transient Vendor*” shall mean any person who brings into temporary premises and exhibits stock of merchandise to the public for the purpose of selling or offering to sell the merchandise to the public.

B. Requirements for Placement and Operation of Mobile Food Vending Units.

1. **Mobile Vending Generally.** The following requirements apply to all Units and Vendors operating on private property or on a public Designated Operation Area
 - a. **Hours/Days of Operation.** Units may operate at the discretion of any private property owner for no more than one hundred and eighty (180) consecutive days. Use on private property shall be in compliance with Zoning Code of the City of Johnson City. Units may operate during designated hours for a special event held on public property or hours of operation determined by the City for any City event held on public property within the City limits.
 - b. **Compliance with Laws.** Unit placement and operation must adhere to all applicable federal, state, and local laws, regulations, and policies. Local laws, regulations, and policies include, but are not limited to; Johnson City’s Zoning Ordinance, Johnson City Fire Codes and Standards, noise ordinance, and storm water regulations.
 - c. **Distance between Units.** Units may not block fire hydrants or fire department connections. Units will maintain a minimum separation distance between other Mobile Food Units, other tent vendors, vehicles and any building or permanent structure pursuant to the Johnson City Fire Codes and Standards. Units will allow an emergency roadway access of a minimum of twenty (20) feet in width, and allow unrestricted pedestrian access.
 - d. **Fire Extinguishers Required.** All Units must follow applicable Johnson City Fire Codes and Standards.
 - e. **Items for Sale.** A Vendor operating a Unit may only sell food or beverage items as described in the Vendor Permit. Only food and non-alcoholic beverage items may be sold from Units; the sale or distribution of merchandise and alcoholic beverages is prohibited.
 - f. **Methods of Support.** Units shall not use stakes, rods, or any method of support that must be drilled, driven, or otherwise fixed, into or onto asphalt, pavement, curbs, sidewalks, or buildings.
 - g. **Service to Pedestrians.** Vendors shall serve pedestrians only. Drive-thru service is prohibited.
 - h. **Signs.** A Unit is limited to signs mounted to the exterior of the mobile food establishment. All signs mounted on the Unit shall be secured and mounted flat against the Unit and shall not project more than six inches (6) from the exterior of the Unit.
 - i. **Special Events.** Vendors shall not operate within the boundaries of a special event unless

the Vendor has authorization from the event organizer and approved by the fire prevention division.

- j. Spills.** To prevent discharges into the storm drain system and otherwise, each Unit shall comply with the storm water regulations of the City of Johnson City. In addition, each Unit shall have a spill response plan and kit onboard to contain and remediate any discharge from the Unit.
 - k. Waste and Recycling.** Vendors shall supply, in a prominent location, trash containers sufficient in size to collect all waste generated by customers and staff of the Unit. In addition, Vendors are encouraged to provide recycling containers for customers and staff, but recycling containers are not required. The Vendor shall keep the area around the Unit clear of litter and debris at all times. All trash and debris generated by customers and staff shall be collected by the Vendor and deposited in their trash or recycling container and removed from the site by the Vendor. The Vendor shall contain onboard at all times any waste liquids generated by its operations (e.g. oil, wash water, etc.).
- 2. Location of Mobile Food Vending.** The Mobile Food Vendor Permit is limited to operation on property located within the City limits:
- a. Public Rights-of-way and public property.** Operation in public rights-of-way is prohibited. Operation on public property is allowed during special events held within the City limits as approved by the City Manager or his/her designee.
 - b. Private Property.** Operation on private property shall be in compliance with the Zoning Code of the City of Johnson City and the City of Johnson City Fire Codes and Standards:

 - i.** When the Unit maintains mobility, connection is not made to public utilities and no additional elements or structures are in use,
 - ii.** When the Unit is no longer mobile, makes a connection to public utilities, or makes use of additional elements or structures, a Temporary Land Use Permit is required. The dining area consisting of tables and chairs must maintain a separation distance from the Unit pursuant to the Johnson City Fire Codes and Standards.
- 3. Public Property Operating Requirements.**
- a. Electrical Service.** Electrical service shall be provided only by a generator on public property. Any generator used, other than onboard generators, will maintain a minimum separation distance from the Unit and any buildings or other permanent structures pursuant to the Johnson City Fire Codes and Standards.
 - b. Parking Direction.** Units shall park in the direction designated by the event organizer. This may change based on the number of vendors or other activities during the special event approved by the City.
 - c. Pedestrian Travel Path.** Mobile Food Vending is prohibited on sidewalks, alleyways or rights-of-way, and shall not reduce the clear pedestrian path of travel on the sidewalk to less than six (6) feet. This includes all components of the Unit. All awnings or canopies of the Unit shall be at least six (6) feet, eight (8) inches above the sidewalk/parking lot.

- d. **Obstruction of Traffic.** Placement of Units and any devices related to the Unit shall not obstruct or impede pedestrian or vehicular traffic, access to driveways, and sight distance for drivers.
- e. **Preparation Outside of the Unit.** While operating, any food and beverage preparation outside of the Unit (e.g. smoking of meat, roasting of corn) shall not obstruct vehicular or pedestrian traffic, and such preparation shall not create safety hazards for the public. However, Vendors shall not serve food to customers directly from any outside preparation unit.
- f. **Sound Amplification.** Amplification must comply with Title 11, Chapter 5 of the Code of the City of Johnson City.
- g. **Area Defined.** Vendors shall operate only within the Designated Operation Area and at the designated times, as specified in this policy.
- h. **Area as Temporary.** The use, marking, or designation of spaces for Mobile Food Vending does not grant Vendors a vested right or property interest in any specific space. The area may be adjusted or removed if such adjustment or removal is determined to be in the interest of public health, safety, and welfare.

C. Mobile Food Vendor Permits.

1. Mobile Food Vending Unit(s) shall comply with the requirements of the Tennessee Department of Health’s Food Service Establishment for Mobile Food Units, Chapter 1200-23-1-.02, (12) or Temporary Food Service, Chapter 1200-23-1-.02, (13). Units shall be inspected and certified by the State of Tennessee *prior* to submitting a Johnson City Mobile Food Permit application. The Tennessee Permit must be prominently displayed on the Unit. **For more information, Vendors should contact the Washington County Public Health Department at 423-975-7936.**
2. A Temporary Land Use Permit issued by the City of Johnson City is required for all Units located on private property within the City limits of Johnson City once additional elements such as picnic tables, tents, outdoor games, etc., are added to a Unit (not applicable to special events). The addition of such elements creates a much greater use of area than required by the Unit alone. An approved Temporary Land Use Permit is valid for ninety (90) days and shall be renewable for additional ninety (90) days for a total of one hundred and eighty (180) consecutive days. The use is no longer “temporary” after one hundred and eighty (180) consecutive days and Mobile Food Vendor shall be required to conform to all requirements of any permanent land use. Application shall be made with Development Services.
3. A Mobile Food Vendor Permit or Temporary Mobile Food Vendor Permit (collectively “Vendor Permit”) issued by the City of Johnson City is required by all Vendors in order to vend on private property or on the public Designated Operation Area. The Vendor Permit is required for each Unit and is non-transferrable. **NOTE:** Vendors are prohibited from vending on other city rights-of-way. The Johnson City Mobile Food Vending Permit must be prominently displayed inside the Unit.
4. **Application and Fees.** A Vendor desiring to engage in Mobile Food Vending shall submit a fully completed application along with all secondary documents, as listed within the application, with the non-refundable permit application fee. By making application, the Vendor assumes personal

responsibility for all information provided. It is the Vendor's responsibility to see that the application is complete and correct. Only completed applications will be accepted. The City of Johnson City reserves the right to request additional information as needed.

An application for a Mobile Food Vendor Permit under this policy shall be accompanied by a non-refundable application fee established by and subject to change by the City of Johnson City in the amount of two hundred dollars (\$200.00). There shall be no proration and fees shall be collected at the time of application. Applicants must hold a current Business License or Registration with the Tennessee Department of Revenue and must hold a current Business License issued by the City of Johnson City. If Vendor is not eligible for a Johnson City Business License due to being outside the city limits, Vendor must provide a business license from the jurisdiction of domicile. A Mobile Food Vendor Permit shall be valid for one (1) year beginning on the first day of March and expiring on the 28th day of February, unless revoked.

Vendors holding a current or unexpired Mobile Food Vendor Permit shall only be required to pay an annual renewal fee of fifty dollars (\$50.00). Said fee shall be established by the City of Johnson City and is subject to change.

An application for a Temporary Mobile Food Vendor Permit under this policy shall be accompanied by a non-refundable application fee established by and subject to change by the City of Johnson City in the amount of seventy-five dollars (\$75.00). The application fee shall be collected at the time of application. The Temporary Mobile Food Vendor Permit shall be valid for one single event. Applicants must hold current Business License, Transient Business License or Registration with the Tennessee Department of Revenue and must hold either a current Business License or a current Transient Business License issued by the City of Johnson City. If Vendor is not eligible for a Johnson City Business License due to being outside the city limits, Vendor must provide a business license from the jurisdiction of domicile

Issuance of Permit. Applications are found on the City website. Applicants are required to submit a fully completed application, along with the non-refundable application fee and all secondary documents, to the Finance Department located at 601 E. Main Street, Johnson City, Tennessee.

5. **Revocation of Permit.** The City may suspend or revoke a Vendor Permit if the City discovers that:
 - a. An applicant obtained the Vendor Permit knowingly provided false information on the application;
 - b. The continuation of the Vendor's Permit presents a significant threat to public health or safety;
 - c. Repeated violations of fire code; or
 - d. The Vendor or Unit violates these regulations.

6. **Complaints; Appeals.** If a complaint is filed with the City, alleging that a Vendor has violated the provisions of this policy, the City's Liaison shall notify the Vendor of the complaint and shall investigate the complaint. The Vendor shall be invited to respond to the complaint, present evidence, and respond to evidence produced by the investigation. If the Liaison, after reviewing all relevant material, finds the complaint to be supported by a preponderance of the evidence, the City may revoke the Vendor Permit or take other enforcement action as provided in these regulations.

D. Indemnity for Benefit of the City and Insurance

1. **Indemnity.** Any Vendor operating under this policy shall defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, claims, liabilities,

damages, losses, and expenses (including, but not limited to, court costs, reasonable attorney fees, and costs of claim processing, investigation, and litigation) for losses caused in whole or in part by the negligent acts, errors, or omissions of the Vendor in performance of its operations or from the Vendor's failure to perform its operations using a due and reasonable standard of professional care and skill ("Indemnified Claim"), and except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

The Vendor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action involving an Indemnified Claim upon written notice and demand for same by the City. The Vendor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as the Vendor may request. The Vendor will not consent to the entry of any judgment or enter into any settlement with respect to an Indemnified Claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against an Indemnified Claim with counsel of its choice at its own expense. The Vendor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City with respect to any Indemnified Claim. The indemnification and hold harmless provisions required by this policy shall survive termination of the policy.

2. **Insurance.** Any Vendor or applicant for a Mobile Food Vending Unit shall obtain and maintain insurance policies as required by this section. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better; modification of this standard may be considered upon appeal to the City Manager. Upon request, copies of such insurance policies shall be provided to the City during the application process. If the policy of insurance required by this section lapses for any reason, the permit issued shall become void for such permittee.

a. *Commercial General and Umbrella Liability Insurance;* commercial general liability insurance written on an occurrence basis, and if necessary umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this policy or be no less than one million dollars (\$1,000,000). Such insurance shall:

i. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the vendor including food products, materials, parts, or equipment sold, furnished or utilized in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

ii. For any claims related to this project, Vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Vendor's insurance and shall not contribute with it.

b. *Automobile Liability Insurance;* including vehicles owned, hired, and non-owned, with a

combined single limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Vendor.

- c. *Workers' Compensation Insurance*; If applicable, Vendors shall maintain workers' compensation insurance with statutory limits as may be required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than five hundred thousand dollars (\$500,000).

- d. *Other Insurance Requirements*; The Vendor shall:
 - i. Prior to commencement of operations, furnish the City with original certificates of insurance and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to the City. Proof of policy provisions regarding notice of cancellation will be required.
 - ii. Upon the City's request, provide copies of endorsements in addition to certificates of insurance.
 - iii. Replace certificates and endorsements for any such insurance expiring prior to completion of operations.
 - iv. Maintain such insurance at all times during its operations. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a violation of these guidelines.
 - v. Disclose any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000), which must be approved by the City of Johnson prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.
 - vi. Agree, through its insurer, to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from the Vendor's operations. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.