



## MOBILE FOOD VENDING UNIT (FOOD TRUCK) APPLICATION & PUBLIC PROPERTY AGREEMENT

APPLICANT INFORMATION			
1. Applicant/Agent Name:			
2. Name of business:			
3. Business Website:			
4. Applicant Mailing Address-Street:	City:	State:	Zip:
5. Applicant/Agent Phone & Contact Information:	Daytime Phone:		Fax:
	Cell Phone:		Email:
	Evening Phone:		Other:
6. Vendor Contact Person: Please print name below:	Daytime Phone:		Fax:
	Cell Phone:		Email:
	Evening Phone:		Other:
VENDOR OPERATIONS			
7. Legal Name of Vendor:			
8. Describe in detail the nature of the concession:  (Attach additional sheets if information exceeds space available to thoroughly describe all activities being conducted.)			
9. Address/Location(s):  (Provide all public and private locations. Attach additional sheets if necessary.)			
10. Set Up Date/Time:  (e.g., tables, tents, chairs, etc.)	Date(s):		Time:
11. Anticipated Date(s) and Hours of Operation:	Date(s):		Hours:

### Lake Stevens Municipal Code 14.44.085 Mobile Food Vendor Regulations

- (a) **Purpose.** The purpose of this section is to support local entrepreneurs, stimulate economic vitality, and provide regulations that protect public health and safety associated with the operation of mobile food vendors.
- (b) **License Required.** To operate a mobile food vendor unit, a city business license and a mobile food vending license are required. All licenses for mobile food vendors are valid for one calendar year.

- (1) No licenses shall be required for mobile food vendors exempt from a business license under LSMC 4.04.040 or associated with a city-authorized event, except that 14.44.085(d)(5) still applies.
- (2) All mobile food vendor licenses shall be prominently displayed upon all carts, vehicles or locations from which a mobile food vendor sells products.

(c) **Application.** The submittal requirements for mobile food vending license review shall include the following:

- (1) [Intake Fee](#)
- (2) A site plan depicting the following:
  - a. Vehicle ingress and egress
  - b. Location of the mobile vending unit, signs, and accessory equipment such as tables and canopies,
  - c. Site conditions, including property parcel lines, parking, and buildings.
- (3) Photograph of the vending unit, proposed signs, and any accessory equipment.
- (4) Copy of [Snohomish Health District](#) Permit.
- (5) Evidence of current Washington vehicle registration.
- (6) Written permission from the property owner for each proposed location the mobile food vendor proposes to conduct sales of food. This includes written permission from the property owner for employees of the vending unit to use the property owner's restroom.
- (7) Certificate of public liability insurance in an amount not less than \$500,000 for injuries, including those resulting in death, resulting from any one occurrence, and on account of any one accident; property damage insurance of not less than \$25,000 for damages on account of any one accident or occurrence.
- (8) Public liability insurance (at least \$500,000 for injuries and \$25,000 for damages)
- (9) Public Property Use Agreement (if location is within a park, right-of-way, or other public property)
- (10) Restaurant owner's written permission if vending unit will be located within 150 feet of any restaurant
- (11) Permission of property owner (must include permission for vendor's employees to use restroom)
- (12) Other materials required by the Planning and Community Development Director

(d) **General Regulations.**

- (1) No portion of the vending unit may be used as sleeping quarters.
- (2) All attachments to the vending unit, including but not limited to signs, lights, overhangs, and awnings, shall be maintained so as not to create a hazard to pedestrians, customers or vehicles.
- (3) Mobile food vendors shall not obstruct sidewalks, streets, access points, fire lanes, or parking lot circulation by either the location of the vending unit, its accessories, or by causing customers to congregate.
- (4) The mobile vendor shall comply with the standards set forth by the Washington State Department of Labor & Industries for electrical service to the mobile unit. Electrical lines shall not be located overhead or on the ground in any location where the public can access.
- (5) All mobile food preparation vehicles shall possess an operational fire approval before operating in the City and shall comply with all Fire District Standards.
- (6) Trash and other waste.
  - a. The mobile food vendor shall leave the site clean and vacant each day, including picking up all trash and litter generated by the mobile food vendor's customers within 100 feet of the vending unit.
  - b. Trash receptacles not intended for customer use shall be screened from public view and securely covered.

- c. The mobile food vendor shall install and maintain an adequate grease trap in the vending unit.
- d. Grease shall be properly disposed of per adopted Washington State health regulations.
- e. Wastewater generated by the vending unit shall be disposed of in a proper manner and documented.

(7) The hours of operation for mobile vending are limited to 7:00 a.m. to 11:00 p.m.-

**(e) Permitted Locations.**

- (1) Mobile food vending units shall be prohibited in any residential zones and abutting rights-of-way.
- (2) Mobile food vending units shall not be located within 150 feet of any restaurant without written permission from the restaurant owner. Distance shall be measured using the shortest possible straight line from the mobile vending unit's closest edge to the restaurant building's closest edge on the same side of the street.
- (3) Mobile food vending units are allowed on private properties, in commercial and industrial areas under Table 14.40-I, and subject to written approval from the owner and the following requirements and restrictions:
  - a. One portable pop-up tent that does not exceed 120 square feet or up to three tables with beach-type umbrellas may be permitted as an accessory to the mobile vending unit. No cooking shall take place under the tent. Umbrellas and canopies must be removed at the end of the day.
  - b. Mobile food vendors must obtain permission from the property owner to use restrooms for employees. Portable restrooms are not permitted on site.
  - c. The mobile food vending unit may not diminish the required off-street parking for other uses.
  - d. Vending units shall conform to the standard front setback for the zoning district.
  - e. All temporary signage associated with the mobile vending unit shall be limited to 10 square feet.
- (4) Mobile food vending units are allowed on public properties, including parks and street rights-of-way, subject to a Public Property Use Agreement, in addition to the license requirements in this section, subject to the following requirements:
  - a. Customers shall not be served on the street side of the vending unit if parked in the public right of way;
  - b. No vending unit, sign, canopy or accessory may be in the sight distance triangle or project into the roadway as to cause a safety hazard; and
  - c. No vending unit may vend on any state or federal highway.

**(f) Special Events.**

- (1) Mobile food vendors may operate on private and public properties as part of an approved event permit, subject to the following:
  - a. The event sponsor is responsible for managing vendors, including selection, booth location and products offered. Through the event permit process, the City may regulate the location of vendors to protect the health, safety and general welfare of the public and ensure that the event does not adversely affect the city's ability to perform its duties and functions.
  - b. The event sponsor shall be responsible for ensuring that the vendors who prepare food or beverages on or off-site, and who intend to sell or serve food or beverage items to the public, have the required insurance policy as required by the City's current insurance provider. Said insurance shall list the City of Lake Stevens as an additional insured and will include the endorsement of said policy.
  - c. The event sponsor shall be responsible for ensuring that all food vendors have the necessary permits per the current Snohomish County Health District requirements or other applicable State or County regulatory agencies.

**(g) Revocation of permit.** A mobile food vendor, permitted under this section, may have its license revoked,

suspended, or denied, subject to LSMC 4.04.15, if the City finds:

- (1) The vendor has violated or failed to meet the terms of this section and all other applicable sections of the municipal code or conditions of approval; or
- (2) The mobile food unit operation is detrimental to the surrounding businesses or the public due to either the appearance or the conditions of the stand.

This application expires 180 days after the last date that additional information is requested.

I have reviewed and agree to the above regulations. I declare under penalty of perjury that the information I have provided is true, correct, and complete. I understand that this is an interim ordinance and is subject to change as the ordinance and application is finalized.

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Signature of Applicant

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Date

**PUBLIC PROPERTY USE AGREEMENT:** The City of Lake Stevens allows entities to sell approved food items in City Parks, approved right-of-way locations, or other public property that enhances the recreational experience and utilizes existing assets. By entering into this Public Property Use Agreement, the private entity, hereinafter called the "Vendor," and the City of Lake Stevens, hereinafter called the "City," agree to the following terms and conditions:

1. The Vendor is authorized to provide prepared food, pre-packaged food, non-alcoholic beverages and other pre-approved food items for sale to the general public at reasonable prices, unless prior approval is granted from affected agencies, including but not limited to the city and Snohomish Health District.
2. That approved vending site will only be used to provide prepared meals, snacks, beverages or approved items and services, and the Vendor agrees not to let or sublet the whole or any part of the concession or assign this agreement or any interest within the property described.
3. Vendors shall not stock, offer to sell, or sell any tobacco, tobacco products, or any souvenirs, counter toys, pictures, or items considered novelties.
4. Vendors shall not distribute, hand out, or offer any leaflets, brochures, or literature of any kind.
5. All personal property kept at the mobile vending unit shall be at their own risk. The City will not be held liable for, in any manner or account, any loss or damage sustained by the action of fire, water, elements, theft, or any third party.
6. The Vendor will be responsible for all litter cleanup.
7. Vendor operating hours are from 8:30 AM until dusk within parks. Hours of operation for vendors within the right-of-way are 7:00 AM to 11:00 PM. No exceptions will be made without prior written approval from the Planning and Community Development Director or his/her designee. The Concession Agreement will reflect vendor operating hours during a special event.
8. The Vendor is responsible for paying all taxes, wages, and other costs associated with the sale and distribution of items from the vending unit.
9. The Vendor shall ensure that those who work at the vending unit are at least fourteen (14) years old. One adult supervisor must be present for every two minors; adult supervisors must be at least eighteen (18) years old.
10. As vendors will be operating in parks where youth and children are present, they must undergo and pass a Washington State Patrol background check. The background check will be completed, and the results will be provided to the City no less than fourteen (14) days before the date of the contract.
11. All Vendors shall comply with all City of Lake Stevens rules and regulations. If at any time any members of the business behave inappropriately or in a manner that conflicts with any laws, park codes, or rules and regulations outlined in this contract, they will be asked to leave, and this contract will be terminated.

I, the undersigned, accept responsibility for this organization and/or group's compliance with all the above conditions,

and further state that I have the authority to make an application for this group and/or organization. The undersigned further states that the group and/or organization will observe all rules and regulations established herein for this contract and will comply with all applicable federal, state, or local statutes, ordinances, or regulations that may or may not be outlined in this permit. The undersigned understands that failure to do so is grounds for immediate termination of this contract.

#### Indemnification/Hold Harmless

Vendor shall defend, indemnify, and hold harmless the City of Lake Stevens, its officers, officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury and/or death of any person, or for loss or damage to property, which arises out of the Vendor's operations or use of the Vending Site, or from conduct of the Vendor's business, or any activity, work done, permitted or suffered by the Vendor in or about the Vendor Site, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Vendor Name \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Business Name \_\_\_\_\_

Tax ID \_\_\_\_\_

Mailing Address \_\_\_\_\_

#### For Official Use Only:

Damage Deposit: \_\_\_\_\_ Certificate of Liability \_\_\_\_\_ Background Check \_\_\_\_\_

Signature: \_\_\_\_\_ Confirmation Sent \_\_\_\_\_

#### CONTACT INFORMATION

##### ***Permit Center***

Address: 1812 Main Street PO Box 257  
Lake Stevens, WA 98258

Phone: (425) 622-9400

##### ***Public Works***

Address: 2306 131st Ave NE PO Box 257  
Lake Stevens, WA 98258

Phone: (425) 622-9444

##### ***Police Department***

Address: 1825 South Lake Stevens Rd  
Lake Stevens, WA 98258

Non-Emergency

Phone: (425) 622-9401

##### ***Fire Department***

Address: 163 Village Ct  
Monroe, WA 98272

Non-Emergency

Phone: (360) 805-0338