



Mobile Food Vendor

Complete regulations located in [Spokane Municipal Code 10.51](#).

Guidesheet

Application Process –

Applicants are required to submit the following documents to the City of Spokane Taxes & Licenses Department at time of application.

All applicants regardless of proposed location(s) must submit the following:

- a. A fully completed and signed application
- b. Proof of liability insurance stating The City of Spokane as additionally insured. The liability limits must not be less than \$100,000 for any one personal injury, \$300,000 for all personal injury claims in any one accident and \$25,000 for property damage
- c. Proof of business registration
- d. A valid mobile unit food unit food permit issued by the Spokane Regional Health District.
- e. Maps of private property vending locations
- f. \$60 Application Fee. Cash, check, credit and debit cards are accepted. Make check payable to The City of Spokane
- g. Statement of the nature and type of goods or services to be sold

For those operating on privately owned property the following must also be included at time of application:

- h. Written consent from the property owner(s) for location(s)
- i. Maps of private property vending locations

For those operating On or Into the Public Right of Way the following must also be included at time of application:

- j. Written consent from the property owner(s) for location(s)

For those vending on or adjoining a Park the following must also be included at time of application:

- k. Written consent of the City of Spokane Parks Department or their designee

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Standards and Operating Conditions –

Definitions

- Adjoining Private Property Owner means the owner of property, as reflected in the records of the Spokane County assessor, contiguous and immediately adjacent to the right of way as determined by extending the existing property lines to the centerline of the street as though such right of way were included in the property.
- Mobile Food Vendor means a person or persons owning, operating, or working in a mobile food vending unit and is the permit holder and person in charge of a mobile food vending unit under the provisions of the Washington state administrative code, WAC 246-215 and the rules of Spokane regional health district. A mobile food vendor as defined herein is not an itinerant vendor for the purposes of chapter 10.40 SMC, Itinerant Vendors.
- Mobile Food Vending Unit means a readily movable food service establishment such as a push cart, van, trailer, or a temporary/movable structure approved for mobile food vending by Spokane regional health district. It provides space for limited storage, handling, and/or dispensing of foods. The entire operation must be contained within/on the mobile unit, except that expansion of the operation will be allowed in conjunction with an approved temporary event as allowed under the rules of the Spokane regional health district.

Vending Entirely on Private Property

- Mobile food vendor's permit must contain approval to vend at that particular location(s). The approval is subject to the following requirements:
- Location must be within a zone permitting mobile food vending.
- Mobile food vending unit will be subject to the same land use and development standards applicable to the property as if the unit were a permanent structure, except that a mobile food vendor shall not be required to make any additional site improvements when:
 - The mobile food unit will be located on an existing paved parking area that will continue to provide sufficient space for required off street parking and circulation for any other existing uses on the property;
 - The mobile food unit is a licensed, wheeled vehicle and the wheels will not be removed;
 - Any canopies, awnings or any other attachments are supported entirely by the mobile food unit and do not touch the ground;
 - The mobile food unit is self-contained, with no plumbing connections; and,
 - The mobile food unit will not be used for "drive thru" vending.
 - Temporary seating, sandwich board signs, refuse collection containers and other temporary appurtenances may be allowed.
- The vendor shall submit a Property Owner Consent signed by the owner(s) of the private property or their designated property manager.

Vending On or Into the Public Right-of-Way

- Vending is limited to locations acceptable to the adjoining property owner or their designated agent
- Location must be within a zone that permits mobile food vending (see map SMC 17C.390)
- When vending is in the downtown Spokane Parking and Business Improvement Area (PBIA) the City of Spokane will require a signed Property Owner Consent from the adjoining property owner or their designated agent.
- All parking regulations apply to mobile food vending, except a vendor operating with a valid mobile food vendor permit at an approved location is exempt from the parking time limits and the

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restriction of feeding a parking meter beyond the maximum parking time. Full Spokane Municipal Code language here:

- SMC Section 16A.61.5914 – Feeding Meter Beyond Maximum Parking Time
 - SMC Section 16A.61.561 – Parking Time Limited and Regulated
- Maintain a minimum five-foot clear pedestrian pathway, twenty feet in both directions from the food vending unit along the public sidewalk at all times;
- A valid mobile food vendor permit is not an exclusive right to any specific location, and all locations within the public right-of-way are based on a first come, first served basis.
- The Spokane Police Department, or any authorized representative thereof, may order the food vendor to leave a specific location when they have evidence of an imminent public safety hazard.
- A property owner may request any food vendor to move from a location adjacent to said property owner's property. The vendor must move the unit, at least fifty feet walking distance from that property, to another vending location.
- When vending within fifty feet walking distance of the front entrance of an existing restaurant located on the same block face, a Property Owner Consent, signed by the restaurant owner or authorized representative is required.

Exceptions to Operating Under Provisions of SMC 10.51

- The mobile food vending unit may not remain at the location for longer than the duration of the special event and while there must be located so as to avoid creating conflicts with pedestrian or motor vehicle traffic or creating other public safety problems.
- Mobile food vendors who operate in accordance with this exception do not require additional permits or approvals but must have and maintain all other licenses and approvals necessary to lawfully operate as a mobile food vendor within the City of Spokane.
- Mobile food vendors who operate for not more than fourteen days annually within the City of Spokane are exempt from the permitting requirements of this section but must otherwise comply with all other standards.
- Mobile caterers who are engaged in the business of transporting, in motor vehicles, food and beverages to residential, business and industrial establishments pursuant to prearranged schedules and dispensing from the vehicles the items to and for the convenience of the personnel or occupants of such establishments are exempt from these provisions.
- Mobile food vendors who vend from very small pushcarts (twenty cubic feet of cart or less) on the public sidewalk may choose to operate in accordance with the provisions of the itinerant vendor permit, SMC 10.40.010, and are thus exempt from the requirements of Chapter 10.51.

Liquor Use and Sale Prohibited

- Liquor may not be used or sold by any mobile food vendor.

Insurance Required

- Prior to issuance of a mobile food vendor permit proposing to vend to or from any public property including public streets, sidewalks, plazas or parks, the applicant shall provide liability insurance coverage to cover potential claims which may arise from or be related to the use of the public property for mobile food vending purposes, naming the City as an additional insured. The liability limits must not be less than \$100,000 for any one personal injury, \$300,000 for all personal injury claims in any one accident and \$25,000 for property damage.

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Indemnity-Permit Revocation

- The applicant for a mobile food vendor permit shall deliver to the City, on a form supplied by the City, signed and acknowledge agreement by the applicant to defend, indemnify, and hold the City harmless from any and all claims, actions or damages or liabilities of every kind and description which may accrue to, or be suffered by, any persons by reason of or related to the operation of such mobile food vending unit. In addition, the agreement shall contain a provision that the permit is wholly of a temporary nature, that it vests no permanent right whatsoever, that it may be suspended or revoked pursuant to the procedures set forth in SMC 4.04.080.

Requirements Not Cumulative

- The requirements of SMC 17G.010.210, obstruction of streets, and obstruction of sidewalks, shall not apply to a mobile food vendors validly licensed under this chapter, except as herein provided.

Violation

- This chapter is subject to the administrative provisions of chapter 4.04 SMC. In the event of an appeal, the hearing officer shall be the City of Spokane hearing examiner.
- Mobile food vendors must comply with all state and local laws.
- A violation of this chapter is a class 1 civil infraction of \$536. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

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Spokane Mobile Food Vending Zones With Office Retail & Office Zones

Date: July, 2013
User: Planning and Development

Legend

Proposed Mobile Food Vending Zones



Office Retail Zoning



Office Zoning



Highway



Arterial



Local Street



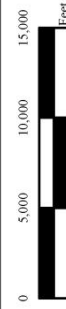
City of Spokane



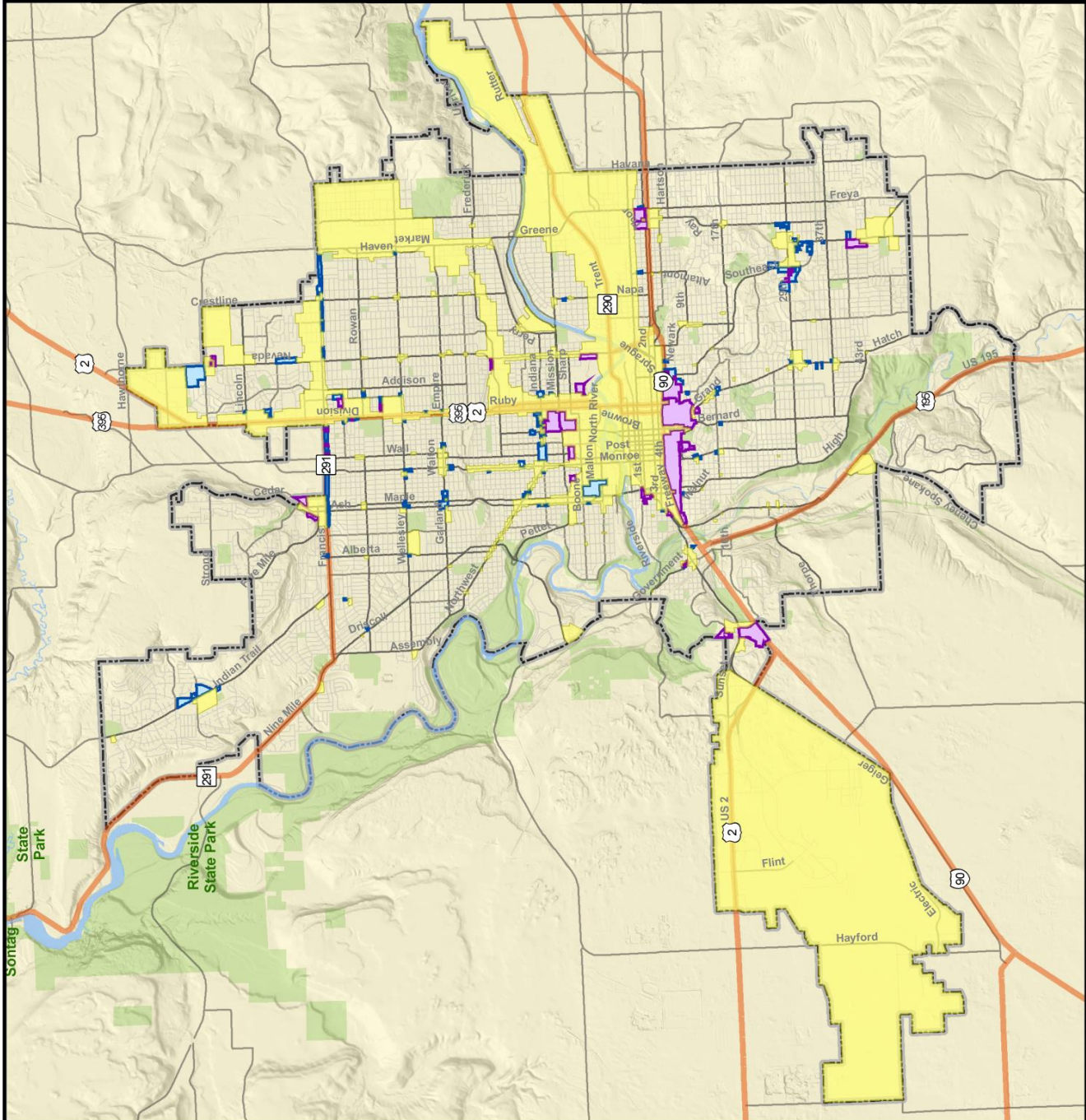
Park



River



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant change. It is not intended to be used in any way to determine the location of facilities in relationship to property lines, section lines, streets, etc.

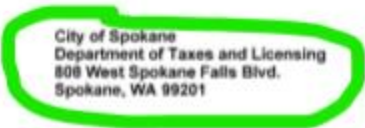
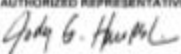


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EXAMPLE OF PROOF OF INSURANCE


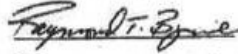
		STONCRE-04		JHAMPshire	
		CERTIFICATE OF LIABILITY INSURANCE			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202		CONTACT Jody Hampshire PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: jhampshire@paynewest.com ADDRESS:			
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: The Cincinnati Indemnity Company		23280	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUOR INQ. WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> ISO <input type="checkbox"/> LOC OTHER:	X	EPP0384852	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		EPP0384852	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (EA occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		EPP0384852	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) WA L&I Account ID: Stone Creek Land Dsgn/Dev LLC 292,311-00; Zetin Contractors LLC 292,311-02 RE: Commercial tree service license Certificate holder is named as additional insured.						

CERTIFICATE HOLDER 		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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EXAMPLE OF HEALTH DEPT CERTIFICATE

		THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES	
		FOOD PERMIT Valid Until 12/31/2020 [REDACTED]	
Fee: 630.00 Description: MOBILE UNIT WITH APPROVED KITCHEN		Facility Location	
Permit No: PR [REDACTED]		[REDACTED] Spokane Valley, WA 99037	
Mail Address [REDACTED] Spokane Valley, WA 99216		NOT TRANSFERABLE  For District Health Officer	

Environmental Public Health, 1101 West College Avenue, Room 402, Spokane, WA 99201-2095