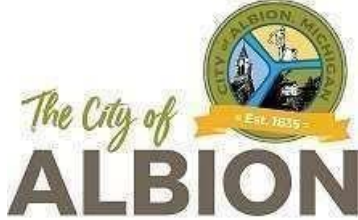


City Clerk's Office  
 112 W. Cass Street  
 Albion, MI 49224  
 (517) 629-7864

## Permit Application Guidelines and Checklist

<b>Application Type: Mobile Food Vehicle Vendor (Food Truck)</b>	
	<p><b>DEFINITION: Mobile Food Vehicle Vendor:</b> A food establishment preparing and/or serving foods from a self-contained vehicle, either motorized or within a trailer on private property or curbside on public streets. The vehicle must be readily movable, without disassembling, for transport. Vehicles may not be kept, stored, or maintained on a residentially zoned property. <a href="#">Street locations are</a> available to all permitted vendors daily on a first-come first-served basis. Operating requirements are listed on Form #3. No additional permit is required to operate at an event (farmers market, blockevent) but written permission must be obtained from the event sponsor.</p>
	<p><b>1. Permit Application (Form #1)</b></p>
	<p><b>2. A Certificate of Liability Insurance</b> must be submitted after approval of your Site Plan and Vehicle Specifications. This is required before a license will be granted. (Sample Form #2) This must be furnished by your Insurance Agent with the mandatory changes. You are required to have public liability, food products liability and property damage insurance in the amount of \$1,000,000 per occurrence to protect license holder, property owners, city, and the district, if applicable, from all claims for damage to property or bodily injury, including death, which may arise from operations.</p>
	<p><b>3. Letter of Consent (Form #4)</b> This is required if the proposed location is:          on private property/parking lot. Written consent is required from the property owner.          Note: Maintain a copy of this consent in your food truck while operating.</p>
	<p><b>4. Hold Harmless Statement for Public Property Operations.</b>          Attach a signed statement that the permit holder shall hold harmless and indemnify the city, any applicable special service district, and their officers and employees, for any claims for damage to property or injury to persons which may be caused by any activity carried on under the terms of the permit</p>
	<p><b>5. Calhoun County Health Department</b>          Copies of all licenses/permits</p>
	<p><b>6. Authorization for Release of Information</b></p>
	<p><b>7.</b>          \$ _____ <b>Permit Fee</b>                      <b>Issue Date:</b> _____</p>

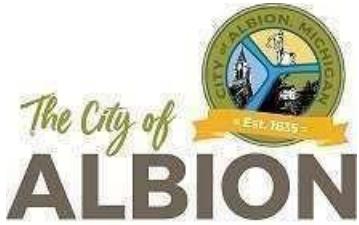
\*\*\*\*APPLICATIONS WILL BE RETURNED IF REQUIREMENTS ARE NOT COMPLETE



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## Food Truck Permit Application

I. APPLICANT INFORMATION			
Legal Company Name	Business Name/DBA		
Business Address	City	State	Zip Code
E-mail Address	Cell Phone Number	Business Telephone Number	
Name (Last, First, MI)	Owner	Officer	Partner
	Other:		
Mailing Address (if Different than Business Address)	City	State	Zip Code
II. VEHICLES			
Year/Make/Model	Vehicle Company ID #	VIN Number	License Plate # / State
III. POWER ACCESS, WATER SUPPLY & WASTEWATER DISPOSAL PLAN			
Power Access:			
Water Supply:			
Wastewater Disposal:			
IV. VERIFICATION			
<p>I (print name) _____, an authorized corporate officer, partner, or owner, hereby acknowledge that the above information is true and correct to the best of my knowledge.</p>			
SIGNATURE OF APPLICANT	TITLE	DATE	



**LETTER  
OF  
CONSENT**

This letter hereby authorizes \_\_\_\_\_ to park a mobile food vehicle adjacent to  
(Owner of mobile food vehicle)  
 my restaurant  private property  park board property

located at: \_\_\_\_\_  
(address of property)

This consent shall run concurrent with the license. If at any time the license expires or is revoked, this consent shall be void. The owner and operator of the mobile food vehicle is required to comply with all applicable sections of the City of Albion Code of Ordinances and State of Michigan statutes. Failure to do so will cause the permit for said location to be revoked.

I understand this consent may be revoked in writing. I understand that no monetary compensation, either present or future, is involved in the granting of this consent.

The mobile food vehicle vendor agrees to hold harmless property owner for any claims for damage to property or injury to persons which may be caused by any activity in connection with the issuance of any mobile food vendor license.

**PROPERTY OWNER**

Name:-----  
(Please Print)

Signature: -----

Telephone #: -----

Date: -----

**VENDOR**

Name:-----  
(Please Print)

Signature: -----

Telephone #: -----

Date: -----

City of Albion  
**DATA PRIVACY ADVISORY**

As an applicant for a City of Albion business permit, you are asked to provide private and/or confidential information about yourself that will be used to check driving history, criminal history, arrest records, warrant information, and other relevant records.

You may refuse to provide this information. However, should you refuse, our investigation cannot be completed and will result in your application not being processed.

The information you provide is public and will be used by the City of Albion City Clerk's Office, Albion City Council, and the general public.

**AUTHORIZATION FOR RELEASE OF INFORMATION  
(ONLY PRINT OR TYPE LEGIBLY)**

**This AUTHORIZATION FOR RELEASE OF INFORMATION will expire two years from the date you signed it.**

Applicant \_\_\_\_\_  
Last Name                                      First Name                                      Middle Name

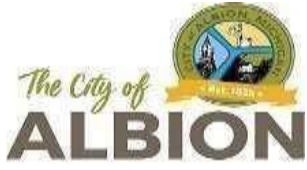
Also Known as \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Race: \_\_\_\_\_

**I HAVE READ AND UNDERSTAND THE ABOVE DATA PRACTICES ADVISORY.**

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



**FOR HEALTH DEPARTMENT USE ONLY:**

Top portion of form is to be retained in file; lower portion is to be issued to the mobile food operator for display until initial inspection is conducted.

**DATE ISSUED:** \_\_\_\_\_ **DATE OF EXPIRATION:** \_ \_\_\_\_\_

**MOBILE UNIT NAME:** \_\_\_\_\_

**MOBILE UNIT PERMIT HOLDER NAME:** \_\_\_\_\_

**MOBILE UNIT PERMIT HOLDER PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**MOBILE UNIT PERMIT HOLDER ADDRESS:** \_\_\_\_\_

**MOBILE UNIT PERMIT #:** \_\_\_\_\_ **COUNTY:** \_\_\_\_\_

**INTERIM PERMIT ISSUED BY:** \_\_\_\_\_

**FEES PAID?**  YES  NO

-----

**PERMIT FOR MOBILE FOOD TRUCK, TRAILER, OR PUSH CART**

**DATE ISSUED:** \_\_\_\_\_ **DATE OF EXPIRATION:** \_\_\_\_\_

**MOBILE UNIT NAME:** \_\_\_\_\_

**MOBILE UNIT PERMIT HOLDER NAME:** \_\_\_\_\_

**MOBILE UNIT PERMIT (f issued otherwise put PENDING) #:** \_ \_\_\_\_\_

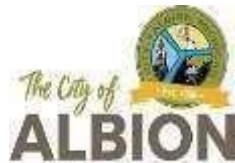
**COUNTY:** \_\_\_\_\_

This permit will allow the mobile unit to operate in the City of Albion for up to 14 one year upon issue. The mobile unit operator is responsible for contacting the issuing health authority to schedule an initial inspection after receipt. Any unit operating after the expiration date will be in violation of Chapter , and subject to permit suspension or revocation until an inspection is completed.

**PERMIT ISSUED BY:** \_\_\_\_\_

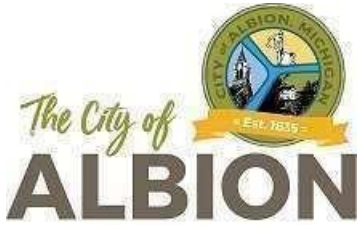
**PRINTED NAME  
SIGNATURE**

**TITLE**



**DISPLAY FOR PUBLIC VIEW – NOT TRANSFERABLE**

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## MOBILE FOOD REQUIREMENTS:

**#3**

Any mobile food vendor shall comply with the following requirements

- a. Provide appropriate receptacles at the site of the mobile food vending unit and remove all litter, debris, and other waste attributable to the vendor on a daily basis.
- b. If operating on city-owned or controlled property, may only locate on such property as established in a resolution adopted by the City Council.
- c. If parked on public streets, mobile food vendors shall conform to all state and local laws.
- d. A mobile food vendor shall not operate a mobile food vending unit within five hundred (500) feet of any fair, festival, special event, or civic event that is licensed or sanctioned by the City unless the vendor has obtained permission from the event sponsor.
- e. Mobile food vendors shall not use any flashing or blinking or strobing lights; all exterior lights over 60 watts shall contain opaque shielding to direct the illumination downward.
- f. Mobile food vendors shall not use loud music, amplification devices or “crying out” or any other audible methods to gain attention which cause a disruption or safety hazard as determined by the City.
- g. Within R-1, and R-2 zoned districts, mobile food vendors may only operate between the hours of 9:00 am, and 9:00 pm.
- h. Food and beverage service shall be conducted from the side of the mobile food vending unit that faces a curb, lawn, or sidewalk when parked. No food service shall be provided on the driving-lane side of the mobile food vending unit.
- i. No mobile food vendor shall provide or allow any dining area within 10 feet of the mobile food business, including but not limited to tables, chairs, booths, stools, benches, or stand-up counters or within the public right-of-way, including but not limited to sidewalks.
- j. Signage is allowed on the mobile food vending unit, provided it is in compliance with Chapter 64 of the City Code of Ordinances. Additionally, one auxiliary sandwich board sign not more than six (6) square feet in area and up to three feet in height is permitted. The auxiliary sign shall not be placed in vehicle travel lanes and must be located at least five feet of clear pedestrian pathway.
- k. No mobile food vending unit shall be left unattended and unsecured at any time food is in the vehicle. Any mobile food vending unit found to be unattended shall be considered a public safety hazard and may be ticketed and or towed at the owner’s expense.
- l. A mobile food vendor may operate on private property only with owner consent and in compliance with the City Zoning code.
- m. Any electrical power required for the operation of a mobile food vending unit located on a public right-of-way shall be self-contained, and a mobile food business shall not use utilities drawn from the public right-of-way. A mobile food vending unit may use electrical power from private property on which it has permission to operate with the property owner’s consent.
- n. No mobile food vendor shall represent that the granting of a permit under this chapter is an endorsement by the City of Albion.

### 1. Enforcement

- a. Any permit holder operating a mobile food vending unit in violation of any provision of this article, or any rules and regulations set forth by the City is responsible for a civil infraction and is subject to a fine of \$250 per day. Each day of violation shall constitute a separate and distinct offense.
- b. Once a license has been issued, it may be revoked, suspended, or not renewed by the City clerk for failure to comply with the provisions of this article and any rules or regulations set forth by the City.

**City of Albion**  
**Requirements for Insurance Certificates**  
**Certificate of Liability Insurance**

# 2

Certificate cannot be pending,  
binder or TBA.

The Legal/Corporate Name  
must match exactly  
(word for word) to the  
Approved Licensee Name  
(including Inc, or LLC),  
Trade Name (DBA)  
and address of premises.

<b>PRODUCER</b> Agency Address City, State, Zip	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  INSURERS AFFORDING COVERAGE
<b>INSURED</b>	INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____
<b>COVERAGES</b>	

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> _____ <input type="checkbox"/> _____				\$ _____ \$ _____ \$ _____ \$ _____
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON - OWNED AUTOS  <input type="checkbox"/> _____				<b>PRODUCTS -</b> COMPOP AGG \$ _____  COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  <input type="checkbox"/> _____				AUTO ONLY - (Ea Accident) \$ _____ OTHER EA \$ _____  THAN AUTO ACC \$ _____
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION <b>WORKER'S COMPENSATION AND EMPLOYER LIABILITY</b>  <b>OTHER</b> →				<b>ONLY: AGG \$ _____</b> <b>EACH OCCURRENCE AGGREGATE \$ _____</b>  X/WC STATUTORY LIMITS - OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE POLICY LIMIT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

ADDITIONAL INSURED; INSURER LETTER

CERTIFICATE HOLDER

AUTHORIZED REPRESENTATIVE

Original signature or stamp of Agent

City of Albion  
112 W. Cass Street  
Albion, MI 49224