

# CITY OF KASSON – MOBILE BUSINESS and FOOD TRUCK POLICY

## **Purposes and intent.**

This article is adopted for the purpose of authorizing the city to regulate the operation of mobile business/food carts and mobile business/food vehicles.

## **Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Food or beverage establishment* means any building, room, stand, enclosure, vehicle, space, area or other place wherein food or beverages are prepared, served, sold or offered for sale to the public, regardless of whether there is a charge for the article.

*Mobile food cart* means a self-contained cart used to prepare and serve food that is non-motorized and propelled by the operator.

*Mobile food vehicle* means an outdoor food and beverage service establishment that is a vehicle mounted unit, either motorized or trailered.

*Restaurant* means a food and beverage service establishment, whether the establishment serves alcohol or nonalcoholic beverages, which operates from a location for more than twenty-one (21) days annually. The term "restaurant" does not include a mobile food cart or mobile food vehicle.

***Mobile Business vehicle* means an outdoor business or service establishment doing any form of business besides food and beverage.**

## **License required.**

- (a) No person or business shall vend from a mobile food/business cart or mobile food/business vehicle within the city unless a license to do so is obtained from the city. Licenses are not required for operations occurring entirely within a permitted community event. Mobile food/business cart and mobile food/business vehicles operated at a permitted event, must provide proof of licensure with the state department of health and liability insurance to the city.
- (b) The city may require such information on the license application as city staff deem reasonable and necessary, including, but not limited to, the following information:
  - (1) Trade name;
  - (2) Name, mailing address, email address, and telephone numbers of applicant and manager;
  - (3) Name and contact information of commercial food supply sources;
  - (4) Proof of applicable licenses or permits required by the state department of health or department of agriculture;
  - (5) Brief physical description of the mobile food/business cart or mobile food/business vehicle, which may include physical layout plan and dimensions, photographs, equipment types, manufacturer and model numbers, axleweight, license plate numbers, and vehicle identification numbers;
  - (6) Information regarding water, fuel, and electrical supplies, and waste disposal.

## **Fees.**

License applications under this article shall be submitted to the city clerk with the designated license fee. Said fee can be found in the city's annual fee schedule. The license shall be issued for a period of six (6) or twelve (12) months and is non-transferable. Licenses must be displayed on the mobile food cart or mobile food vehicle in a conspicuous location for public viewing.

## **Operation.**

The term "mobile food cart" or "mobile food vehicle" means a food establishment and must comply with the Minnesota Food Code, Minn. Stats. ch. 157, and Minn. Rules ch. 4626, as amended. It shall be unlawful to operate any mobile food cart or mobile food vehicle in the city unless it is licensed, operated, and conducted in accordance with local, state, and federal requirements and the following regulations:

- (1) Discarding waste, liquids, gray water, garbage, litter, or refuse on city sidewalks, streets, or lawn areas, or in city drains or trash receptacles is prohibited. Licensees must provide at least one (1) designated waste container for customer use. Licensees are responsible for clean-up and trash removal generated from their operation;
- (2) Using utilities from public property and rights-of-way is prohibited;
- (3) Using the utilities of any adjacent private property is prohibited unless written permission is obtained from the property owner or agent;
- (4) Licensees must comply with all city parking, signage, lighting, and noise regulations;
- (5) Food sold or served from mobile food carts and mobile food vehicles may not be prepared or stored at a private residence;
- (6) Licensees shall collect and remit applicable state and city sales tax;
- (7) Licensees shall comply with the 2017 edition of the National Fire Protection Associations No. 96 Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations;
- (8) Hours of operation are 11:00 a.m. to 8:00 p.m. or as set by city administrator or designee. Licensees are allowed to set up one (1) hour prior to conducting food vending and allowed one (1) hour after conducting business for clean-up and trash removal. No food cart or food vehicle may remain on site for twenty-four (24) hours;
- (9) Licensees are prohibited from selling or serving alcohol;
- (10) Mobile food units may not operate within a residential zoning district, unless the area is listed on the mobile food unit map or authorized by the city administrator or designee for a community or private event;
- (11) Mobile food units or vehicles must not be located on private property unless written permission is given by the property owner or agent;
- (12) Mobile food units or vehicles may not operate or travel in or on public sidewalks;
- (13) Mobile food units or vehicles are prohibited from obstructing the ingress and egress from commercial buildings during the building hours of operation;
- (14) Mobile food units or vehicles must not be located closer than one hundred (100) feet from any restaurant and/or its outdoor dining area during normal business hours, unless written permission is given by the restaurant proprietor. The distance is measured from the front door or the outdoor seating area (whichever is closer to the mobile food unit licensee);
- (15) Mobile food units or vehicles must not be located within five hundred (500) feet from a community event or parade unless written permission is given by the community event or parade permit holder. The distance is measured from the event entrance or any clearly defined event

- boundary or parade route (whichever is closer to the mobile food unit);
- (16) Mobile food units or vehicles may not impede pedestrian movement or parking;
  - (17) Mobile food units may not have a drive-through;
  - (18) The mobile food unit map will identify acceptable locations of operation. Mobile food units may operate only within the areas identified unless written permission is granted to operate elsewhere and approved by the city manager or designee;
  - (19) The use of any outside sound amplifying equipment, televisions or similar visual entertainment devices, lights, or noisemakers, such as bells, horns, or whistles is prohibited.

### **Mobile Business Operation**

**(1) a mobile business is any business other than a food or beverage business operating out of any type of mobile vehicle whether propelled by motor or non-motorized.**

**(2) Licenses for the individual type of business is required.**

**(3) Mobile businesses will abide by all applicable regulations stated above.**

### **Inspection.**

Mobile food/business carts and mobile food/business vehicles are subject to inspection by city staff from the police, fire, and parks and recreation departments, and licensees must comply with any regulation or specific directive imposed by city staff from those departments.

### **Insurance.**

- (a) Mobile food/business carts and mobile food/business vehicle licensees will have current insurance during the term of the license. A certificate of insurance showing the applicant has obtained liability, food products liability, and property damage insurance that will protect licensee, property owners, and the city from all claims for damage to property or bodily injury, including death, which may arise from operations under the license or in connection there with must be provided to the city clerk. Such insurance shall provide coverage of not less than one million dollars (\$1,500,000.00) per occurrence. The city shall be named as an additional insured on the certificate of insurance. The policy shall further provide that it may not be cancelled except upon thirty (30) days' written notice filed with the city clerk. No license issued pursuant to the provisions of this article shall be valid at any time the insurance required herein is not maintained and evidence of its continuance filed with the city.
- (b) Each mobile food/business unit licensee must sign a statement agreeing to defend, indemnify, and hold harmless the city from and against all claims, damages, losses and expenses, including attorney fees and costs, arising out of or resulting from the applicant's operation of a mobile food unit as permitted by this article.

### **Denial, revocation and suspension.**

- (a) All license applications shall be submitted to the city clerk subject to council approval. License applications and current licenses may be denied, revoked, or suspended for good cause. The city shall mail written notice describing the reasons for denial, revocation, or suspension of a license covered by this article. The licensee may then demand a hearing before the city council by delivering a written demand to the city clerk within ten (10) business days after the notice of denial, revocation or suspension is mailed. Such appeal shall be heard at the first regularly scheduled meeting of the city council thereafter.
- (b) For the purposes of this section, the term "good cause" includes, but is not limited to:
  - 1. The manner, or proposed manner, of operating the mobile food cart or mobile food vehicle violates any

local, state, or federal law;

2. Licensee or any employee or agent of the licensee are convicted of any crime relating to the operation of the mobile food cart or vehicle;
3. Licensee or any employee or agent of licensee made omissions, deceptive statements, and/or false statements of material fact to city staff; or
4. Failure to timely pay licensee fee or previous pattern of operation without license.

**Penalty.**

Any person, firm or corporation violating any provision of this article shall be guilty of a misdemeanor and a separate offense shall be deemed committed on each day during or on which a violation occurs to continues.



City Clerk's Office  
401 5th St SE  
Kasson, MN 55944  
Phone: 507-634-7071  
[cityclerk@cityofkasson.com](mailto:cityclerk@cityofkasson.com)

**LICENSE APPLICATION**  
6 month Food Vendor Permit  
\$100.00 \_\_\_\_\_  
Annual Permit \$250 \_\_\_\_\_

**PLEASE TYPE OR PRINT LEGIBLY**

**Applicant:**

Owner's Full Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number (Daytime): \_\_\_\_\_  
Driver's License # \_\_\_\_\_  
Email address: \_\_\_\_\_

**Trade Name:** \_\_\_\_\_

Trade Address *if different from owner*: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Trade Name Telephone Number (Daytime): \_\_\_\_\_

Federal ID# \_\_\_\_\_ MN ID# \_\_\_\_\_

**NAME AND ADDRESS OF WHERE YOU WILL BE LOCATED:**

\_\_\_\_\_

**DATE FOR USE OF THIS PERMIT:** \_\_\_\_\_

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State of Minnesota) County of Dodge) ss. City of Kasson)

THE UNDERSIGNED HEREBY AGREES TO COMPLY WITH THE LAWS OF THE STATE OF MINNESOTA AND THE KASSON CITY CODE AS THEY RELATE TO THE LICENSING AND OPERATION OF LICENSES BEING APPLIED FOR. I UNDERSTAND THAT FALSIFICATION OF ANY PART OF THIS APPLICATION IS CAUSE FOR DENIAL OR REVOCATION.

**OWNER'S SIGNATURE:** \_\_\_\_\_ **TODAY'S DATE:** \_\_\_\_\_

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Office Use

Date Received: \_\_\_\_\_

Processor Initials: \_\_\_\_\_

Fee Received: \_\_\_\_\_

Cash/Check/CC \_\_\_\_\_

Insurance Certificate \_\_\_\_\_

MN Dept. of Health Certificate: \_\_\_\_\_

**INDEMNITY AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Kasson, Minnesota herein referred to as "the City" and \_\_\_\_\_, herein referred to as "the Licensee".

WHEREAS, the licensee shall execute and deliver to the City Clerk, on a form prescribed by the City for said purpose, an indemnification agreement holding City harmless for any person injury or property damage resulting from the operation of said business.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Subject to the terms and conditions of this indemnity agreement, licensee shall indemnify, defend, and hold harmless the City against any and all claims, demands, causes of action, suits or judgments, including reasonable attorney's fees, costs and expenses incurred in connection with such matters, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the operation and maintenance by licensee or any of their agents, contractors or employees of said business within the public right of ways of the City.
2. Indemnity under this agreement shall commence as of the date of the agreement by the City of Kasson.
3. The City agrees to notify in licensee in writing within thirty (30) days of the receipt By the City of Notice of any indemnified claim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LICENSEE

\_\_\_\_\_

CITY OF KASSON, MINNESOTA

By:

\_\_\_\_\_ Its:

City Clerk

By:

\_\_\_\_\_ Its:

Admin