

City of Marina



City of Marina
211 Hillcrest Avenue
Marina, CA 93933
831-884-1278; FAX; 831-384-9148
www.cityofmarina.org

MOBILE FOOD VENDOR PERMIT Private Property Only

APPLICATION REQUIREMENTS:

- ☐ Health permit issued by the county of Monterey health department. (Required for each vehicle) Monterey County Health Permit # _____
- ☐ A Valid City of Marina Business License
- ☐ Mobile Food Vendor License and processing fee of \$475.00 (fee subject to current adopted fee schedule)
- ☐ Signed and Initialed Mobile Food Vendor Standards and Agreement (2nd page)
- ☐ Site Plan with proposed location of the food truck on private property

APPLICANT INFORMATION:

Name: _____

Business Name: _____

Phone: _____

Applicant's Mailing Address: _____

PROPERTY OWNER INFORMATION:

Name: _____

Phone: _____

Email: _____

PROPOSED ADDRESS / LOCATION: _____

DESCRIPTION OF PROPOSED FOOD VENDOR: _____

Property Owner Authorization:

By signing this application, I certify that I have reviewed this completed application and the attached material and consent to its filing. I agree to allow the Community Development Department to duplicate and distribute plans to interested persons as it determines is necessary for the processing of the application.

Permission to Access Property:

This section is to be completed by the **property owner** and/or occupant who controls access to the property. To adequately evaluate many project proposals Community Development Department Staff, Commissioners and City Council Members will have to gain access to the exterior of the real property to adequately review and report on the proposed project. Your signature below certifies that you agree to give the City permission to access the project site from 8 a.m. to 5 p.m., Monday through Friday, as part of the normal review of this planning application.

Applicant/Representative Certification:

I understand the City might not approve what I am applying for or might set conditions of approval. I agree to allow the Community Development Department to duplicate and distribute plans to interested persons as it determines is necessary for processing of the application.

Indemnification Agreement:

The Owner/Applicant shall defend, indemnify, and hold harmless the City or its agents or officers and employees from any claim, action or proceeding against the City or its agents, officers or employees, to attack, set aside, void, or annul, in whole or in part, the City's approval of this project. In the event that the City fails to promptly notify the Owner / Applicant of any such claim, action or proceeding, or that the City fails to cooperate fully in the defense of said claim, this condition shall thereafter be of no further force or effect.

Property Owner Signature _____ Date _____ Applicant Signature _____ Date _____

FOR OFFICIAL USE ONLY:

Date Application Submitted: _____ Fee Collected: \$ _____ Receipt Number: _____

Date Application Approved: _____ Approved by Staff Member: _____



MOBILE FOOD VENDOR STANDARDS AND AGREEMENT

Mobile Food Vendor as defined in § 10.46.020 of the Marina Municipal Code: “Mobile food vendor” means a person who sells, displays, solicits, or offers for sale, exchange, gift, or otherwise conveys food or beverages from any vending vehicle on a public street or private property.

	Mobile food vendors shall comply with the following:	Initial:
A.	Compliance with applicable laws. Mobile food vendors shall operate at all times in compliance with all applicable local, state, and federal laws and standards including, but not limited to the County of Monterey Health Department, the California Health and Safety Code , the California Vehicle Code , and the Chapter 10.46 Mobile Food Vending and Sidewalk Vending of the Marina Municipal Code.	
B.	Limitations. Mobile food vendors shall not display, sell, or exchange any item other than food and/or beverages within city limits and shall not display, sell, or exchange any beverage containing alcohol.	
C.	Garbage, Recycling and Food Waste. Mobile food vendors shall provide garbage, recycling, and food waste receptacles for immediate use by customers. Pick up, remove, and dispose of all garbage and/or materials and food waste dispensed from the vending vehicle and any residue deposited on the street from the operation thereof, and otherwise maintain in a clean and debris-free condition the entire area within a twenty-five-foot radius of the location where mobile food vending is occurring.	
D.	To-go containers. Mobile food vendors shall comply with Chapter 8.50 , prohibiting the use of polystyrene foam containers, and requiring that to-go containers are made from biodegradable, compostable or recyclable products. Further, vendors shall comply with Chapter 8.60 , which prohibits the use of single-use plastic carryout bags. All carryout shall be done using recycled paper bags or reusable carryout bags.	
E.	Vehicle storage. Store all vehicles and foodstuffs at an approved commissary or commercial location approved by the county of Monterey health department. No mobile food vending vehicle shall be stored at any residential property within the City of Marina.	
F.	Location. Confine the entire operation to private property, including queueing of patrons. Not encroach onto a sidewalk or other on-site route of access to the private property with any part of a vehicle, wagon, trailer, or truck, or any other equipment or furniture related to the operation of the business without a minimum five-foot clearance.	
G.	Authorization. Provide the city with documentation from the property owner indicating permission to operate on the premises has been granted.	
H.	Operation. Only operate on parcels that allow industrial, commercial, or mixed uses. Operate in compliance with the parking requirements in Chapter 17.44 . Use of parking areas for the mobile vending vehicle shall not reduce the number of parking spaces for the established use below the standard required in the Marina Municipal Code.	
J.	Permit Renewal. Mobile food vendor permits expire on June 30th each year and it is the vendor's responsibility to renew prior to expiration.	
K.	No Smoking/Vaping Sign. Vehicle shall include clear signage indicating that smoking and vaping are prohibited within 25' of the mobile food vending facility per MMC 8.09.030.	

AFFIDAVIT:

I HEREBY ATTEST THAT I HAVE REVIEWED THE STANDARDS FOR MOBILE FOOD VENDORS IN THE CITY OF MARINA, FULLY UNDERSTAND THEM AND, FURTHER, THAT I SHALL COMPLY WITH THE CITY OF MARINA'S MOBILE FOOD PERMIT AS SET FORTH HEREIN DURING THE COURSE OF BUSINESS.

APPLICANT

DATE

SIGNATURE OF PROPERTY OWNER / AGENT:

I HEREBY AGREE AND AUTHORIZE THE PROPOSED MOBILE FOOD VENDOR USE FOR AT: _____,
MARINA, CALIFORNIA, TO BE CONDUCTED BY THE ABOVE-SIGNED OPERATOR PER CONDITION “G” ABOVE.

PROPERTY OWNER / AGENT FOR OWNER

(Circle One)

DATE