



## City of Henderson Mobile Food Vending License Checklist

Mobile Food Unit Vendors that do not operate on City of Henderson property, but operate as Temporary Sales under Appendix A-Zoning, Article IV, Section 4.33 of the City of Henderson Code of Ordinances are not required to obtain a Mobile Food Vendor License but shall comply with the requirements of the applicable sections of the Zoning Ordinance. Contact Code Enforcement at 270-831-1277 for more information regarding temporary sales and vending under Section 4.33.

**All of the following information is required and must be marked as indicated and submitted with a completed Mobile Food Vending License Application and applicable fees to the City Manager's office, 222 First Street, P.O. Box 716, Henderson, KY 42419-0716**

<input type="checkbox"/>	<b>Exhibit A</b>	-	Occupational License-attach a copy of the business occupational license		
<input type="checkbox"/>	<b>Exhibit B</b>	-	Insurance Policies-attach copies of all auto liability and general liability insurance (including products liability insurance) policies with evidence of premium payment relating to the Mobile Food Unit		
<input type="checkbox"/>	<b>Exhibit C</b>	-	Certificate of Insurance-General Liability (including Products Liability) in the amount of \$300,000 with the City of Henderson named as additional insured-attach a copy		
<input type="checkbox"/>	<b>Exhibit D</b>	-	Proof of Health Department approval-attach a copy		
<input type="checkbox"/>	<b>Exhibit E</b>	-	Certification of compliance of all Regulations of Mobile Food Unit Vendors as stated in the City of Henderson Code of Ordinances, Chapter 17, Article IV, Sections 17-63 thru 17-70, relating to Mobile Food Units, and all other applicable City of Henderson Ordinances -include signed certification		
<input type="checkbox"/>	<b>\$50.00 Annual Fee (First Unit)</b>	<b>Ck#:</b> _____	<b>\$25.00 Annual Fee (Each Additional Unit)</b>	<b>Ck#:</b> _____	<b>Date:</b> _____

**NOTE: Submittal of an Application is not an approval to operate a Mobile Food Unit. If you have questions regarding the Application or the application process, please contact the City Manager's office at 270-831-4902.**



# City of Henderson Mobile Food Vending License Application

**Submit application to:**  
**City Manager's Office,**  
**222 First Street,**  
**P. O. Box 716,**  
**Henderson, KY 42419**

Mobile Food Unit Vendors that do not operate on City of Henderson property, but operate as Temporary Sales under Appendix A-Zoning, Article IV, Section 4.33 of the City of Henderson Code of Ordinances are not required to obtain a Mobile Food Vendor License but shall comply with the requirements of the applicable sections of the Zoning Ordinance. Contact Code Enforcement at 270-831-1277 for more information regarding temporary sales and vending under Section 4.33.

No license shall be issued to an applicant that is not current on obligations to the city, including, but not limited to, taxes, loans, liens, or unremediated violations of the city building or nuisance codes.

<input type="checkbox"/>	<b>New</b> – Application for Mobile Food Vending License
<input type="checkbox"/>	<b>Renewal</b> – Application for Mobile Food Vending License

### APPLICANT INFORMATION

Business Name:							
Primary Contact:							
The Primary Contact is the person who is to be contacted regarding the application.							
Address:				Email Address:			
City:			State:			Zip Code:	
Phone: Please list the Primary Contact's phone numbers.	Day:			Cell:			
	Night:			Fax:			

### VEHICLE INFORMATION

Year of Vehicle		Make		Model		Plate #	
Year of Vehicle		Make		Model		Plate #	

### PERMITTED AREAS AND TIMES

<input type="checkbox"/>	<p>Properly licensed Mobile Food Units may park on the following City property areas during the designated times pending space availability:</p> <p><b>Henderson Depot Welcome Center</b> (adjacent to Water Street) – designated mobile food unit parking spots  Mondays, Wednesdays, Thursdays, Fridays, Saturdays, Sundays from 6:30 a.m. – 7:00 p.m.  (day after Labor Day – Thursday before Memorial Day)  6:30 a.m. – 11:00 p.m. (Friday of Memorial Day weekend – Labor Day)</p> <p><b>East End Park</b> (Helm Street) – designated mobile food unit parking spots  Conducting business towards the East End Park and not toward the street  Any day of the week, 11:00 a.m. – dusk</p> <p><b>Atkinson Park</b> – gravel parking loop next to sand volleyball courts  Any day of the week, 11:00 a.m. – dusk</p> <p><b>JFK Community Center</b> – lower parking lot off Alves Street  Any day of the week, 11:00 a.m. – 11:00 p.m.</p>
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Continued on page 3

	<p>Continued from page 2</p> <p><b>North side of Third between Water and North Main</b> – designated mobile food unit parking spots  Any day of the week, 6:30 a.m. – 7:00 p.m. (day after Labor Day – Thursday before Memorial Day)  6:30 a.m. – 11:00 p.m. (Friday of Memorial Day weekend – Labor Day)</p> <p><b>Private Property</b> – Mobile Food Units may also be allowed on private property in the City of Henderson if they comply with Appendix A-Zoning, Section 4.33 of the City of Henderson Code of Ordinances. Contact Code Enforcement at 270-831-1277 for more information regarding temporary sales and vending under Section 4.33.</p>
<input type="checkbox"/>	<p>Mobile Food Unit Vendors may <u>not</u> park in the above-referenced areas during any permitted special events in those areas unless authorized by the holder of the Special Event Permit. It is the responsibility of the Mobile Food Unit Vendor to contact the City Manager’s Office to verify special event dates.</p>

**LICENSES**

<input type="checkbox"/>	<p>A copy of the Occupational License must be submitted with this application.</p>
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**INSURANCE POLICIES**

<input type="checkbox"/>	<p>Attach copies of all auto liability and general liability insurance (including products liability insurance) policies with evidence of premium payment relating to the Mobile Food Unit. The applicant shall deliver to the City at least ten days prior to the expiration of such policy, evidence that it has been renewed. All policies of insurance carried hereunder shall provide that they cannot be canceled without giving at least ten days prior written notice to the City and shall be written by insurance companies licensed by the Commonwealth of Kentucky with an A rating as the minimum amount of insurance to be carried on each licensed vehicle with the City of Henderson named as additional insured. Insurance carried by a Mobile Food Unit Vendor in connection with this section shall contain a clause waiving any claim by the insurance company for subrogation against the city.</p>
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**GENERAL LIABILITY CERTIFICATE OF INSURANCE**

<input type="checkbox"/>	<p>Attach a copy of a Certificate of Insurance with the City of Henderson named as additional insured. The Mobile Food Unit Vendor shall obtain and maintain comprehensive general liability insurance including products liability insurance, protecting against all claims for personal injury, death or property damage occurring upon, in or about the premises resulting from the use of occupancy thereof, with a minimum of \$300,000.00 in coverage and limits acceptable to the City for the entire term of the Mobile Food Vending License.</p>
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**APPROVALS**

<input type="checkbox"/>	<p>A copy of proof of Health Department approval must be submitted with this application.</p>
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**RECEIPTS**

<input type="checkbox"/>	<p>A Mobile Food Unit Vendor shall, on request by the customer, render to the customer a receipt for the amount charged, as detailed in the attached City of Henderson Code of Ordinances, Sec. 17-68, Receipts.</p>
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**CLEAN AND SAFE CONDITIONS**

<input type="checkbox"/>	<p>Every Mobile Food Unit shall ensure that the interior and exterior of the vehicle be maintained in a clean and safe condition and present a favorable appearance, as detailed in the attached City of Henderson Code of Ordinances, Sec. 17-69, Clean and Safe Conditions.</p>
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**RECORDS; REPORTS**

<input type="checkbox"/>	<p>Every Mobile Food Unit shall keep and maintain accurate records and report all accidents arising from or in connection with the operation of the Mobile Food Unit, as detailed in the attached City of Henderson Code of Ordinances, Sec. 17-70, Records; Reports.</p>
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**REGULATIONS – EXHIBIT E**

All Mobile Food Unit Vendors must comply with the regulations stated in the attached City of Henderson Code of Ordinances, Sec. 17-66, Regulation of Mobile Food Unit Vendors, and as follows:

- (a) The requirements of all applicable ordinances and regulations.
- (b) Shall at all times operate in a manner that ensures the safety of patrons, pedestrians and the public.
- (c) Shall not park or operate in a manner which prohibits others from parking in otherwise available spaces or areas.
- (d) Shall obtain any necessary permits and comply with the requirements of any applicable rules and regulations of the health department.
- (e) Shall not locate or operate within fifteen (15) feet of any driveway or other main entrance to a building without the express written permission of the affected property owner or her or his authorized agent.
- (f) Shall provide, in a prominent location, trash and recycling container(s) sufficient in size to collect all waste and recyclables generated by customers and staff of the vendor. All trash and debris related to the operation shall be collected by the vendor throughout the duration of their vending and deposited in their own trash or recycling container(s) and removed from the site by the vendor. Such waste shall not be placed in public trash receptacles. The vendor shall be responsible for any litter or debris located within a ten (10) feet radius of their unit, including sidewalks in the immediate vicinity.
- (g) Shall not, during any City of Henderson recognized special event, locate, operate or vend inside the event footprint without the express written permission of the event organizer.
- (h) Shall only use lighting which is permanently or semi-permanently affixed to its unit and which does not cause any glare that could be considered a public hazard, nuisance or distraction to vehicular movement, neighboring business operations or residential uses. No flashing or strobe lighting shall be permitted.
- (i) Shall not use any electrical outlet located within the public right-of-way or on public property, unless specifically authorized by the City of Henderson or, if required, the utility company. A vendor shall not create any tripping or other hazard related to its use of electricity.
- (j) Shall not block access to or use of, any public bench or any public utility pole or set up any chairs or tables on the public right-of-way.
- (k) Shall not in any manner damage public property or the public right-of-way. Examples, include, but are not necessarily limited to, using stakes, rods or any method of support that is required to be drilled, driven or otherwise fixed in asphalt pavement, curbs, sidewalks or buildings. The vendor shall be solely responsible for any such damage.
- (l) Shall not locate or operate within an area closed or not accessible due to an emergency.
- (m) Must comply with all state and federal sales tax.

Certification of compliance of all Regulations of Mobile Food Unit Vendors as stated in the City of Henderson Code of Ordinances, Chapter 17, Article IV, Sections 17-63 thru 17-70, relating to Mobile Food Units, and all other applicable City of Henderson Ordinances.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**Date**

**REQUIRED SIGNATURE AND NOTARY**

**Hold Harmless and Indemnification Provision:** In consideration of this license, the Applicant hereby agrees that it shall indemnify, hold harmless and defend the City of Henderson, including its elected and appointed employees, agents, and successors in interest from all and against claims (including but not limited to the foregoing, workers' compensation and death claims), damages, demand for subrogation, losses, and/or expenses, including attorneys' fees arising out of or resulting directly or indirectly from the Applicant's (or the Applicant's employees, customers, or agents, including subcontractor's) use of the Mobile Food Unit provided that such claim damage, loss or expense is 1) attributable to personal injury, bodily injury, sickness, death or injury to or destruction of property including the loss of use resulting therefrom or breach of contract and 2) not caused by the willful act or misconduct or gross negligence of the City of Henderson, its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Mobile Food Vending License Application.

Further, Applicant agrees that it is obligated to reimburse the City of Henderson, including its elected and appointed officials, and employees, and successors in interest for all attorney's fees incurred by the City to enforce the terms of this Hold Harmless Provision or to defend the City of Henderson, including its elected officials, appointed employees, and successors in interest against any claim.

I do hereby certify that the information contained in this application and exhibits has been furnished by me and is true and correct. I understand that any untrue, inconsistent or misleading information shall be cause for the refusal to grant, or the revocation of, any license to operate Mobile Food Units in the City of Henderson. I have read and understand my obligations under appropriate City Ordinances respective to the License for which I am applying (ordinance attached). I further certify that if any of the foregoing information changes during the course of the License year, I will notify the City, in writing, within ten (10) days of such change.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Signature Title Date**

**State of** \_\_\_\_\_,  
**County of** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, \_\_\_\_\_ (print name and  
title of officer, agent or acknowledging partner) on behalf of \_\_\_\_\_  
(name of business).

Notary Public Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Serial number: \_\_\_\_\_

Seal



# City of Henderson Mobile Food Vending License Application

<input type="checkbox"/>	<b>New</b> – Application for Mobile Food Vending License
<input type="checkbox"/>	<b>Renewal</b> – Application for Mobile Food Vending License
Business Name: _____	

### OFFICE USE ONLY

Attached Exhibits \_\_\_\_\_ Exhibit A – Occupational License  
 \_\_\_\_\_ Exhibit B – Insurance Policies  
 \_\_\_\_\_ Exhibit C – General Liability Certificate of Insurance  
 \_\_\_\_\_ Exhibit D – Proof of Health Department approval  
 \_\_\_\_\_ Exhibit E – Signed certification compliance of all Regulations of Mobile Food Unit Vendors

Annual Application Fee: \_\_\_\_\_ \$50 (First Unit) \_\_\_\_\_ \$25 (Each Additional Unit)  
 Date: \_\_\_\_\_ Ck#: \_\_\_\_\_

Review Date: \_\_\_\_\_ By: \_\_\_\_\_

Review of vehicle conditions: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ Conditionally Approved

Terms of Conditional Approval:

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By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Date Final Mobile Food Vending License Issued:** \_\_\_\_\_



# CITY OF HENDERSON, KENTUCKY MOBILE FOOD VENDING LICENSE

Issued to: \_\_\_\_\_

License Period From: \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_

BY THE AUTHORITY OF THE CITY MANAGER OF  
THE CITY OF HENDERSON, KENTUCKY

The herein named Licensee subject to the laws, rules, and regulations of the City of Henderson is hereby authorized to engage in Mobile Food Vending as herein defined.

\_\_\_\_\_  
Russell R. Sights, City Manager

This License does not constitute a vested right and does not guarantee space availability at all locations. This License shall be prominently displayed for public viewing as detailed in the City of Henderson Code of Ordinances, Sec. 17-64 A(5). This License shall not be assigned or transferred to a third party without the prior written consent of the City Manager.

## ARTICLE IV. - MOBILE FOOD UNITS

### Sec. 17-63. - 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:]

*Mobile food unit* means food establishment which is on wheels, mobile and which is self-propelled as a licensed vehicle including the sale of both prepared and pre-packaged foods (examples are a food truck and ice cream truck).

*Mobile food unit vendor* means an itinerant merchant who conducts business from a mobile food unit.

(Ord. No. 45-16, 12-12-16)

### Sec. 17-64. - Mobile food vending license.

- (a) Mobile food unit vendor who operates on city property shall be subject to the licensing and regulatory requirements under Chapter 4 of the Henderson Code of Ordinances and all other applicable ordinances, including zoning ordinances. Mobile food unit vendors who do not operate on city property, but operate as temporary sales under Appendix A Zoning Ordinance Section 4.33 of the City Code of Ordinances is not required to obtain a mobile food vending license, but will have to comply with the requirements with the applicable sections of the zoning ordinance.
- (b) The licensing of the vendor shall be on a per unit (food truck/vehicle) basis with each different mobile food unit vendor requiring a separate license for each mobile food unit. All applications for licenses shall be accompanied with the required certificate of insurance, proof of health department approval, and required fee of fifty dollars (\$50.00). Any person operating more than one (1) mobile food unit shall pay an additional twenty-five dollars (\$25.00) fee for each additional unit. This fee will not be prorated and will be in effect for the same period of time as the license for the primary mobile food unit.
- (c) Mobile food vending license:
  - (1) Licenses are valid for twelve (12) months unless otherwise invalidated, revoked or terminated prior to the end of the twelve-month term. Mobile food unit vendors must reapply (including payment of all applicable fees) each year.
  - (2) It shall be unlawful for any person to intentionally provide false information or to intentionally omit requested information on an application for any license pertaining to mobile food unit vendors.
  - (3) As a condition of issuance of any license, the mobile food unit vendor agrees to indemnify, hold harmless, and defend the city and its officials, officers, employees, representatives, and agents against liability and/or loss arising from activities connected with and/or undertaken pursuant to the license. The city shall not be liable for any business loss, property loss, or other damage that may result from use of the license, or suspension or revocation of the license, or the discontinuance of the practice of permitting such activity, and no such vendor shall maintain any claim or action against the city and/or its officials, officers, employees, or agents on account of any suspension or revocation or discontinuance.
  - (4) Any license issued to a mobile food unit vendor shall be valid for the time period specified thereon. Re-application shall be required upon expiration of said license if the person wishes to continue such activity.
  - (5) Every mobile food unit vendor to whom a license is issued shall, at all times while engaged in that business, have the applicable license in his or her possession, prominently displayed for public viewing, and shall produce the same at the request of any city official or at the request of any individual to whom the vendor is exhibiting his or her food or attempting to sell same.



- (6) Each mobile food unit vendor must obtain all necessary licenses and permissions and comply with all requirements imposed by the health department and/or other regulatory agencies.
- (d) Nothing contained in this section shall relieve a mobile food unit vendor from obtaining its applicable merchant license(s) and any other permits required by state agencies or the local health department.  
(Ord. No. 45-16, 12-12-16)

**Sec. 17-65. - Permitted area and times.**

- (a) Properly licensed mobile food units may park on the following city property areas during the designated times:
  - (1) Henderson Depot Welcome Center (located adjacent to Water Street): Mobile food units may use the designated mobile food unit parking spots in the Henderson County Depot on Monday, Wednesday, Thursday, Fridays, Saturday and Sunday from 6:30 a.m. to 7:00 p.m. from the day after Labor Day through the Thursday before Memorial Day weekend and from 6:30 a.m. to 11:00 p.m. between Friday of Memorial Day weekend through Labor Day.
  - (2) East End Park—Helm Street in the designated mobile food unit parking spots with the food truck conducting business towards the East End Park and not toward the street any day of the week during the hours of 11:00 a.m. to dusk.
  - (3) Atkinson Park in the gravel parking loop next to the sand volleyball courts on any day of the week from 11:00 a.m. to dusk.
  - (4) John F. Kennedy Community Center: Mobile food units may use the lower parking lot off of Alves Street any day of the week during the hours of 11:00 a.m. to 11:00 p.m.
  - (5) North side of Third between Water Street and North Main Street in the designated mobile food unit parking spots any day of the week from 6:30 a.m. to 7:00 p.m. from the day after Labor Day through Thursday before Memorial Day weekend and from 6:30 a.m. to 11:00 p.m. between Friday of Memorial Day weekend through Labor Day.
- (b) Mobile food unit vendors may not park in the above referenced areas during any permitted special events in those areas unless authorized by the holder of the special event permit. [See Ord. No. 25-4(g)]
- (c) Mobile food units may also be allowed on private property in the city if they comply with Appendix A Zoning Ordinance Section 4.33 of the City Code of Ordinances.

(Ord. No. 45-16, 12-12-16)

**Sec. 17-66. - Regulation of mobile food unit vendors.**

All mobile food unit vendors must comply with the following:

- (1) The requirements of all applicable ordinances and regulations.
- (2) Shall at all times operate in a manner that ensures the safety of patrons, pedestrians and the public.
- (3) Shall not park or operate in a manner which prohibits others from parking in otherwise available spaces or areas.
- (4) Shall obtain any necessary permits and comply with the requirements of any applicable rules and regulations of the health department.
- (5) Shall not locate or operate within fifteen (15) feet of any driveway or other main entrance to a building without the express written permission of the affected property owner or her or his authorized agent.
- (6) Shall provide, in a prominent location, trash and recycling container(s) sufficient in size to collect all waste and recyclables generated by customers and staff of the vendor. All trash and debris

related to the operation shall be collected by the vendor throughout the duration of their vending and deposited in their own trash or recycling container(s) and removed from the site by the vendor. Such waste shall not be placed in public trash receptacles. The vendor shall be responsible for any litter or debris located within a ten-foot radius of their unit, including sidewalks in the immediate vicinity.

- (7) Shall not, during any city-recognized special event, locate, operate or vend inside the event footprint without the express written permission of the event organizer.
- (8) Shall only use lighting which is permanently or semi-permanently affixed to its unit and which does not cause any glare that could be considered a public hazard, nuisance or distraction to vehicular movement, neighboring business operations or residential uses. No flashing or strobe lighting shall be permitted.
- (9) Shall not use any electrical outlet located within the public right-of-way or on public property, unless specifically authorized by the city or, if required, the utility company. A vendor shall not create any tripping or other hazard related to its use of electricity.
- (10) Shall not block access to or use of, any public bench or any public utility pole or set up any chairs or tables on the public right-of-way.
- (11) Shall not in any manner damage public property or the public right-of-way. Examples, include, but are not necessarily limited to, using stakes, rods or any method of support that is required to be drilled, driven or otherwise fixed in asphalt pavement, curbs, sidewalks or buildings. The vendor shall be solely responsible for any such damage.
- (12) Shall not locate or operate within an area closed or not accessible due to an emergency.
- (13) Must comply with all state and federal sales tax.

(Ord. No. 45-16, 12-12-16)

#### **Sec. 17-67. - Insurance.**

A mobile food unit vendor must have auto liability in the minimum state coverage and three hundred thousand dollars (\$300,000.00) general liability insurance including products liability insurance policy from an insurance company with an A rating as the minimum amount of insurance to be carried on each licensed vehicle with the city named as an additional insured.

(Ord. No. 45-16, 12-12-16)

#### **Sec. 17-68. - Receipts.**

A mobile food unit vendor shall, on request by the customer, render to the customer, a receipt for the amount charged, either by a mechanically printed receipt or by a specially prepared receipt on which shall be the name of the license holder of the mobile food vending unit, all charges, and the date of transaction.

(Ord. No. 45-16, 12-12-16)

#### **Sec. 17-69. - Clean and safe conditions.**

- (a) Every mobile food unit shall ensure that the interior, including the windows, shall be maintained in a clean and safe condition, free of grease, dirt, debris, or other trash.
- (b) The exterior of the vehicle shall also be maintained in a clean, undamaged condition and present a favorable appearance, including:
  - (1) The body of the vehicle;
  - (2) The paint;
  - (3) All glass;

- (4) Hubcaps (if installed);
- (5) Head and tail lights; and
- (6) Grill and bumpers.

(c) No person shall smoke within a mobile food unit.

(Ord. No. 45-16, 12-12-16)

**Sec. 17-70. - Records; reports.**

- (a) Every mobile food unit vendor shall keep accurate records of receipts from operations, and other expenses, capital expenditures, and other such operating information as may be required to comply with reporting income and expenses under the applicable provisions of the City Code of Ordinances. Every mobile food unit vendor shall maintain the records containing such information and other dates required by this chapter at a place readily accessible for examination by the city manager or his or her designee.
- (b) All accidents arising from or in connection with the operation of mobile food unit vendor which result in death or injury to any person, or in damage to any vehicle, or to any property in an amount exceeding the sum of three hundred dollars (\$300.00) shall be reported by the license holder or driver within five (5) days from the time of occurrence to the chief of police or his or her designee.

(Ord. No. 45-16, 12-12-16)