

CHAPTER 129--FOOD TRUCKS AND FOOD TRUCK OPERATORS

129.01 Definitions

For the purposes of this Chapter, the following phrases shall have the meaning respectively ascribed to them by this Section:

“BEVERAGES” means a liquid for drinking that does not contain alcohol.

“FOOD” or “FOODSTUFF” means any substance that is defined as a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum.

“FOOD DELIVERY VEHICLE” includes any vehicle that is primarily used for the delivery of food or beverages to consumers in the Village, on request for such delivery, but does not include vehicles that primarily make deliveries of supplies or inventory to licensed food establishments, food stores, or mobile food service establishments.

“FOOD PREPARATION” means packaging, processing, cooking, assembling, portioning, or any operation that changes the form, flavor, or consistency of food, but does not include trimming of produce.

“FOOD TRUCK” means a licensed, motorized vehicle modified to include facilities for the cooking, processing and preparation of food and beverages, when temporarily parked on property other than a public street, road or right of way, and from which food items or beverages are then sold to the general public.

“FOOD TRUCK OPERATOR” means the owner or operator of a food truck to be licensed under this Chapter, and who shall be the party responsible for the compliance of the operations of the food truck with the requirements of this Chapter, the Village Code, and other applicable laws and regulations.

129.02 Compliance with State and Local Laws

Each food truck that is permitted to operate in the Village shall be operated in strict compliance with the regulations set forth in this Chapter as well as all applicable ordinances, laws, rules, and regulations, including without limitation, all zoning, building, health, fire, and safety regulations, and all other provisions of this Code, the Will County Code, and State law. If a conflict arises between applicable regulations, the strictest regulation shall control.

129.03 Application

- A. Any applicant desiring to operate a food truck as a food truck operator must provide the following supplemental documentation with its permit application, on a form provided by the Department of Community Development.
 1. The name and address of the food preparation establishment or food establishment where food items are to be prepared and/or packaged for sale by food truck operator

from the food truck with copies of the establishment's most recent health inspection report and Will County Health Department permits, and copies of the same documentation with respect to the food truck and/or food truck operator;

2. A description of the nature of the food and beverages offered by the food truck;
3. A letter of agreement from the food preparation establishment or food service establishment where food items are prepared and/or packaged for sale by the food truck operator from the food truck agreeing to comply with all applicable laws and regulations;
4. A list of locations and times the food truck will be conducting its operations within the Village, which may be amended from time to time by the food truck operator to reflect its then-current operations of the food truck, subject to the review and approval of the Department of Community Development;
5. A description of the food truck to be used in conducting business;
6. Copies of all necessary licenses or permits required by State of Illinois health or transportation authorities for the operation of the food truck;
7. The permit application must include the written consent of the property owner stating the food truck is allowed to operate on the property, together with copies of any relevant documentation between the property owner and the food truck operator evidencing the terms of such consent; and
8. A signed statement approved by the Village as to form and substance providing that the vendor shall hold harmless the Village and its officers and employees, and shall indemnify the Village, its officer, and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried out under the terms of the license. Contemporaneously with the issuance of a license under this Chapter, the food truck operator shall obtain or have in full force and effect Commercial General Liability insurance coverage insuring the food truck operator and the Village with respect to occurrences arising out of the activities authorized by the license, with such coverage having combined single limits of not less than \$1,000,000.00 for personal injury and death and property damage per occurrence, and in the aggregate, which coverage shall specifically refer to this license. Coverage of the Village shall be by written endorsement naming the Village as an additional insured. The food truck operator shall further maintain automobile liability insurance with coverage of not less than \$1,000,000.00 for personal injuries or death per occurrence and \$1,000,000.00 for property damage per occurrence. All insurance coverage provided under the license shall expressly provide that it is primary and noncontributory to any insurance coverage maintained by the Village, and shall waive any rights of recovery against the Village. Copies of all policies of insurance, certificates of insurance and endorsements reflecting the coverages required under this Agreement shall be provided to the Village prior to the issuance of any license under this Chapter. All such insurance coverage shall further provide that it may not be canceled except upon thirty (30) days' written notice served upon the Village Manager. A license issued pursuant to the provisions of this Section shall be invalid

at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the Department of Community Development.

- B. At the time of application, all applicants shall pay an annual license fee of Fifty Dollars (\$50.00).

129.04 Conditions of License

In addition to naming the applicant/food truck operator, the approved operating location and other information deemed appropriate by the Village Department of Community Development, the food truck license shall be subject to the following conditions:

- A. Each food truck license shall expire on December 31 of each year;
- B. Each food truck license shall set forth the days of each week the food truck operator may operate. The number of days shall be not more than three (3) days per week and shall be the same days each week for the duration of the license;
- C. The license shall not be transferable from one food truck operator or from location to location without the review and approval of the Department of Community Development;
- D. Each license is valid for one food truck only, and is valid only for the locations approved pursuant to the license application, or such locations as are subsequently approved by the Department of Community Development; and
- E. There shall be issued to each applicant a suitable license that shall be permanently affixed to the vehicle in a prominent location.
- F. A license is only valid for and may only be issued with respect to a location permitted for food truck operation under the provisions of the Village Zoning Ordinance as set forth in Chapter 159 of this Code.

129.05 Use Standards

- A. Food trucks must be brought to a complete stop, with the ignition turned off, and be lawfully parked within the location approved for the license prior to commencing operations.
- B. Food truck operators must provide or have garbage receptacles readily available for immediate use by customers of the food truck. Village trash receptacles are not to be used for this purpose. Such receptacles shall be removed from the site upon the conclusion of the food truck operations, and at all times when the food truck is not at the location for which the license has been approved.
- C. Food truck operators must pick up, remove, and dispose of all garbage, refuse, or litter consisting of foodstuffs, wrappers, and/or materials at one time dispensed from the food truck, and any residue deposited on the street from the operation thereof, and shall otherwise maintain in a clean and debris-free condition the entire area within a twenty-five foot radius of the location where the food truck is operating.
- D. No food truck operator shall sell, display, solicit, barter, gift, and/or exchange any food or beverages as provided in this Code from a food truck within three hundred (300) feet of

the entrance to a business establishment which is open for business and is offering for sale any food, beverages or foodstuffs as an item offered for sale by the food truck operator; or within three hundred (300) feet of any restaurant, café, or eating establishment which is open for business. This prohibition may be waived if the operator of the food truck has obtained written consent of the owner of the relevant business or food service establishment to operate within this minimum distance. A copy of such written consent shall be maintained in the food truck for review on request by any Village employee or officer.

- E. Food trucks must be located at least five (5) feet from the edge of any driveway or public sidewalk, utility boxes and vaults, handicapped ramp, building entrance, exit or emergency access/exit way, or emergency call box and must not locate within any area of a lot that impedes, endangers, or interferes with pedestrian or vehicular traffic.
- F. Food trucks must be located a minimum distance of fifteen (15) feet in all directions of a fire hydrant.
- G. Food trucks must never occupy any handicap accessible parking space.

129.06 Operation in Parking Lots

A food truck may not serve, dispense, or sell food or beverages in a public or private parking lot within the corporate limits of Romeoville without having first obtained written consent to operate from the owner of the property on which the lot is located. A copy of such written consent shall be maintained in the food truck for review on request by any Village employee or officer.

129.07 Hours of Operation

A food truck may be open to the public only between the hours of 7:00 a.m. and 10:00 p.m., Monday through Friday, and the hours of 8:00 a.m. and 10:00 p.m., Saturday and Sunday. Daily set up of a food truck may not occur before one hour prior to the permitted opening time, and the end of the day clean up must be completed not later than 10:30 p.m. Food trucks shall not be parked on the premises from which they operate under license during the time period after end of the day clean up and before the permitted set up time on the next intended day of operation. Hours of operation beyond these specified hours for special events conducted by an owner or occupant of the location proposed for the operation of the food truck may be authorized only with prior approval by the Village Department of Community Development, upon verification that the conduct of the proposed event otherwise complies with the applicable ordinances of the Village, and the laws and regulations of any other governmental authorities having jurisdiction.

129.08 Signage Furnishing and Fixtures

All identifying information, logos, advertising, decorations, or other displays on the exterior of a food truck shall conform to the purposes set forth in Chapter 159 of the Village of Romeoville Zoning Code to the extent possible. In particular, exterior displays shall be designed to minimize confusion or distraction that jeopardizes vehicular and pedestrian safety. It shall be unlawful for a food truck vendor to use or cause to be displayed while in transit or motion, flashing or electronic signs or illuminated signs. It shall be unlawful for vendors of food trucks to display or utilize any signage that is not permanently affixed to a mobile food unit unless a temporary sign permit application was filed in accordance with Chapter 159 of the Village of Romeoville Zoning Code.

129.09 Suspension/Revocation of License

Operation of a food truck without valid licenses or permits from the Village, Will County Health Department and the State of Illinois, as required, shall be a violation of this Chapter, and shall further render the food truck operator subject to proceedings for the revocation of its food truck license.

129.10 Exemption; Scope

Food delivery vehicles shall be exempt from the application of this Chapter. The regulations of this Chapter shall only apply to the food truck operators in connection with their operation of food trucks, as defined herein.

129.11 Enforcement and Penalties

A. The village may enforce the provisions of this Chapter by filing an action in the Circuit Court for the 12th Judicial Circuit, Will County, Illinois. Without otherwise limiting the foregoing, the village may bring an action to collect payment of unpaid fees or to compel the licensee to take actions to comply with the requirements of this Chapter.

B. Any person found to have violated any of the provisions of this Chapter shall, upon conviction thereof (or upon entry of a guilty plea or other plea the substance of which is to admit or fail to contest the charged violations of this Chapter) be fined not less than \$100 nor more than \$750 for a first violation, and not less than \$250 nor more than \$750 for a second or subsequent violation.