



Anoka County
MINNESOTA

Respectful, Innovative, Fiscally Responsible

Anoka County
Regional Economic Development
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SPECIAL USE PERMIT – FOOD TRUCKS COUNTY OF ANOKA

Today's Date: _____

Event Dates - Date of Arrival: _____ Time of Arrival: _____

Departure Date: _____ Departure Time: _____

Hours of operation: _____

Location: _____

Site/Area: _____

Name of Food Truck Owner(s): _____

Business Name: _____

Address: _____

City: _____

Zip: _____

Contact Name: _____

Email Address: _____

Phone Number: Primary: (_____) _____ Secondary: (_____) _____

Food Truck Vehicle Information:

Vehicle License Plate #: _____ State of Issuance: _____

License Year: _____ Color of Vehicle: _____
Make / Model of Vehicle: _____ Date of Insurance Coverage: _____
Vehicle Insurance Company: _____ Policy Number: _____

Does your food truck also have a brick-and-mortar location in Anoka County?

If yes, list the address and city: _____

In what county is the food truck licensed? _____

On what date does the license expire? _____

Does an owner of the food truck have their primary residence in Anoka County? _____

Brief Description of Site Area:

Attach Map of Location identifying the location of the food truck on the county owned property and safety measures or traffic control (if needed).

CONDITIONS OF SPECIAL USE PERMIT (SUP):

Licensing of Food Truck

All temporary food stands, food trucks and food carts must be licensed in Anoka County. This permit does not act as an alternative to required licensing by the County Environmental Services Department. See Anoka County Environmental Services website for more information.

<https://www.anokacounty.us/3851/Temporary-Food-Stand-Food-Trucks-Food-Ca>

Use of Premises / Operation of Event.

The County hereby grants to the Applicant ("Permit Holder") the right to enter upon and use the designated premises for the defined period of time and specific purposes described within the Special Use Permit ("SUP"), subject to the terms and conditions contained within this SUP. Permit Holder is responsible for all setup, cleanup, staffing, and general operation of the food truck site and related areas.

Term / Cancellation.

This SUP shall commence upon the Event Date stated above and shall remain valid for the duration of the Event described herein unless canceled. The County, through the Regional Economic Development Department reserves the right to end/cancel the SUP/event at any time leading up to the event or during the event if such cancellation is deemed necessary for any reason as determined by the County in its sole discretion. Permits shall be issued for a maximum of 2 consecutive days for any single location unless city regulations prescribe a shorter time period. If no approved applicant is on the waiting list following the expiration of this permit, it can be renewed for 2 additional days up to a maximum of 10 days.

No Interference.

The Permit Holder shall perform its activities so as to minimize interruption of the public's concurrent use of the Location/Premises during the Event. Any signs, symbols, or other objects placed on the premises by the Event Host must be approved by the County and removed immediately following the Event.

No permanent structures may be constructed under any circumstances.

Permit Holder must refrain from obstructing driveways, alleyways, pedestrian ramps, building entrance or exit, emergency entrance or exit, fire hydrant or standpipe, or utility access areas, and must not impact traffic flow.

Proprietary Information.

The Permit Holder agrees that it will not use any photos, text, or graphic images of County signage, logos, or other identifying or proprietary information, without the express written consent of the County.

Compliance with Laws and Fees.

The Permit Holder agrees to comply with all federal, state, and local laws and regulations governing food truck services, local hours of operation, associated fees imposed by cities/localities, and shall produce copies of all applicable MDH, County, and/or local licensure upon request.

No Alcoholic Beverages

Permit holder is not allowed to serve alcoholic beverages on county property. Serving alcohol will result in cancelation of this permit.

COVID-19.

Permit holder also agrees to follow applicable guidelines, rules, laws related to social distancing promulgated by the Centers for Disease Control, Minnesota Department of Health, State of Minnesota, or local authorities.

Insurance.

The Permit Holder shall be required to purchase and maintain at its own cost the insurance coverage detailed in the attached Exhibit A, which is incorporated by reference into this SUP.

Restoration.

Should any damage be caused to County property by the permit holder's use or access, the Permit Holder shall restore the property and any improvements thereon to the condition it was in prior to use.

Indemnification / Assumption of Risk.

In consideration for entering into this SUP, the Permit Holder shall, to the greatest extent permitted by law indemnify, defend and hold harmless the County, its elected officials, officers and employees from and against any action, claim, damage, liability loss, costs or expenses, including attorney's fees and costs. The Permit Holder assumes all responsibility and risks for any property damage, claims, injury and/or death to Permit Holder, or to any of its agents, employees, volunteers, representatives, guests, invitees, or other persons including any third parties, arising from the Permit Holder's use/access of Park property.

Review of Permit

The Anoka County Board of Commissioners will review this permit at the end of the summer/early fall season.

Special Conditions

Permit Holder understands and shall comply with **Anoka County's Special Conditions for Food Truck Operations on County Owned Property**, which is attached hereto.

The undersigned acknowledges that they have the authority to agree to the terms of this Special Use Permit and have caused it to be duly executed below.

AGREED AND ACCEPTED:

FOR APPLICANT/PERMIT HOLDER:

Authorized Representative name: _____

Signature: _____

Date: _____

FOR ANOKA COUNTY:

County Representative (name and title): _____

Signature: _____

Date: _____

Signature and title of approval from Local Authority: _____
(or attach appropriate documentation)

<p>Office Use Only</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Not Approved</p> <p><u>Additional Items</u></p> <p><input type="checkbox"/> Certificate of Insurance</p> <p><input type="checkbox"/> Copy of Licenses</p>	<p>Approver: _____</p> <p>Title: _____</p> <p>Notes: _____</p>
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Anoka County's Special Conditions for Food Truck Operations on County Owned Property

1. Requests will be considered on a first come, first served basis through the Anoka County Regional Economic Development Department. Requests to use Anoka County sites/areas at the same time as a previously approved ongoing activity or requestor, if otherwise approved, will be placed on a waitlist and use of the site/area will be offered to the organization when the previously approved permittee departs the site/area. Permit holders shall depart the area when their permit expires unless their permit is renewed. Renewal is allowed in 2-day increments for a total of up to 10 days if no other approved applicant is on the waitlist. After a maximum of 10 days, a business may not go back to the same location until 10 days has elapsed. Only one permit may be held at a time, but upon expiration businesses may apply for a new permit.
2. Anoka County, through its Regional Economic Development Department has sole discretion to grant approval for use of the County site/area. The County, in its sole discretion may also limit the number of permit holders in each location. Permit holder is responsible for compliance with all federal, state, and local (city, township, or other) laws, rules, fees, and regulations. The permit holder must also follow all local rules related to hours of operation.
3. Anoka County holds precedence and priority over any site/area for any County program or purpose, which may result in the cancellation of this permit at any time and for any reason. Permit holder will vacate the site or area as soon as practicable upon verbal or written notification that their permit has been canceled.
4. Sole usage of sites/areas is not guaranteed.
5. Sites/areas may not be materially altered or must be returned to normal state following use. No permanent structures may be constructed. No equipment or other materials may be stored at or in the site/area during times the organization is not using the space.
6. Applicants must attach documentation from the local municipality (town, city) indicating the local municipality approves of applicant's operations at the listed location. (Examples of documentation are city council resolution or letter from mayor or city clerk.)

EXHIBIT B ANOKA COUNTY INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain, at its own cost, the insurance coverage checked below. Each of the policies and endorsements required shall provide that the insurance affected or procured by the Contractor shall not reduce or limit the Contractor's contractual obligation to

indemnify and defend Anoka County or for claims made or suits brought which result from or are in connection with the performance of this Contract. Any insurance purchased or maintained by Anoka County shall be excess of the Contractor's insurance and non-contributory.

All insurance purchased by the Contractor shall be with an insurance carrier licensed in the State of Minnesota with a rating not less than A, VII or better by A.M. Best.

- General Liability** insurance shall name Anoka County, its officers, agents and employees as an additional insured. General Liability insurance must be written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, personal injury, bodily injury and broad form property damage liabilities with liability limits not less than \$1,000,000.00 per occurrence. General Liability insurance shall be primary and non-contributory.
- Automobile Liability** insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than \$500,000.00 per occurrence. If the Contractor does not own any vehicles, the General Liability insurance shall be endorsed to cover all owned, non-owned and hired vehicles.
- Workers' Compensation and Employer's Liability** insurance, covering each employee of the Contractor engaged in the performance of work under this Contract, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employer's Liability insurance:

Workers' Compensation - Coverage A - Statutory
Employer's Liability - Coverage B - Each Accident - \$100,000.00
Policy Limit - \$500,000.00
Each Employee by Disease - \$100,000.00

Certificates of Insurance - Prior to commencement of the work under this Contract, the Contractor will deliver certificates of insurance to the County providing evidence of the coverage required above. Each certificate of insurance shall provide for a 30-day written notice of cancellation or material change.

Other: _____

**WAIVER OF WORKERS' COMPENSATION COVERAGE
WRITTEN CONFIRMATION OF SOLE PROPRIETORSHIP**

As a provision in my current Purchase of Service Agreement with Anoka County for _____, Anoka County requires that I obtain and maintain Workers' Compensation and Employer's Liability insurance coverage as required by the State of

Minnesota.

I hereby declare that I am the sole proprietor of _____
and that I have no employees, and, therefore, that my business/employment is an excluded
business/employment under Minn. Stat. § 176.041; and that I am working as an independent
contractor and not as an employee of Anoka County. I certify to Anoka County that I am not
required by law to purchase Worker's Compensation or Employer's Liability insurance coverage
for the work to be performed under my Contract with Anoka County.

Dated: _____

Signature of Contractor