

APPLICATION PROCESS

The application process is used to review the proposed street vending sale of food and food products to help ensure that vendors obtain all necessary permits and comply with applicable sanitation, food preparation and food handling laws. The goal of the application process is to inform the applicant of the rules and regulations that the City of Dixon has established. Fee is \$140.

Staff will ask for the following items of all applicants:

- Original copy of California Drivers License or Identification Number, individual taxpayer identification number (ITIN) or social security number (*This information will be kept confidential*).
- Copy of a valid California Department of Tax and Fee Administration seller's permit.
- Description, map or drawing of the locations in which the applicant proposes to operate for stationary vendors.
- A statement by a reputable physician in the County, dated not more than (10) days prior to the submission of the application certifying the applicant to be free of any contagious, infectious, or communicable disease.
- Results of a fingerprinting background check using a form furnished by the City of Dixon Police Department.
- Copy of General Liability Insurance 1M per occurrence/2M aggregate; certificate holder should list City as follows:
City of Dixon
Its officers, officials, employees, agents and volunteers
600 E A St
Dixon, CA 95620

Approval or Denial of Permit

The Collector or designee shall approve the issuance of the permit unless it is determined that:

- Been convicted of any felony offense involving the sale of a controlled substance specified in California Health and Safety Code sections 11054, 11055, 11056, 11057, or 11058 within five (5) years of the date of the application, or is otherwise on probation or parole for any offenses set forth in this section;
- Been convicted of any felony offense involving a person under eighteen (18) years of age;
- Made any false statements on the application form; or
- Failed to demonstrate ability to conform to the operating standards sets forth in Section 6.13.090

Permit Expiration and Renewal

The permit may be issued for such period as the applicant requests, but in no event longer than the end of the calendar year of issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of his or her active sidewalk vending permit. An application to renew a permit issued pursuant to this Chapter may be denied by the Collector upon the grounds set forth in section 6.13.040.

Permit Rescission and Appeals

Rescission

A sidewalk vending license may be revoked after the licensee's fourth violation or subsequent violation of the requirements set forth in this Chapter. A sidewalk vendor whose permit is rescinded may apply for a new sidewalk vending temporary use permit upon the expiration of the term of the rescinded permit.

Appeals

Any person whose application for such a permit has been denied or whose permit has been suspended or revoked by the Police Chief shall have the right to appeal to the City Council pursuant to DMC 6.02.140.

License Nontransferable

No permit issued pursuant to this Chapter may be transferred by contract, operation of law, or otherwise. Any such attempted transfer shall be grounds for revocation of the permit.

SIDEWALK STREET VENDOR APPLICATION**APPLICANT INFORMATION**

APPLICANT NAME

PHONE NUMBER

MAILING ADDRESS

EMAIL ADDRESS

HOURS OF OPERATION

VENDOR CATEGORY**FOOD / NON-FOOD**☐ Roaming Vendor☐ Food☐ Stationary Vendor☐ Non-Food**DESCRIPTION OF ITEM(S) BEING SOLD AND VENDING EQUIPMENT** *Provide dimensions of cart(s) or other conveyance(s)***PROPOSED AREA OF STREET VENDING OPERATION** *Provide site plan or map of area(s) if a Stationary Vendor***CERTIFICATION** *I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.*

APPLICANT NAME

APPLICANT SIGNATURE

DATE

SIDEWALK STREET VENDOR APPLICATION

OPERATING REQUIREMENTS <i>Please initial the following requirements</i>	APPLICANT INITIALS
<p>1. No sidewalk vendor shall vend in any of the following locations:</p> <ul style="list-style-type: none"> a. Upon or within any roadway, median strip, or dividing section; b. Along sidewalks, pathways, courtyards, and grounds adjacent to the any hospital, clinic, fire station, police station, or other medical or emergency facility; c. Within two hundred (200) feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the market or swap meet, or the limited duration of the temporary special permit; d. Within three hundred (300) feet of any school or childcare center; e. Within one hundred (100) feet of a public picnic area, playground area, playground equipment, or athletic field or court; f. Within one hundred (100) feet of another sidewalk vendor; g. Within twenty-five (25) feet of any street or alley intersection; h. Within ten (10) feet of a fire hydrant or other emergency facility; i. Within ten (10) feet of a curb that has been designated as a white, yellow, green, blue, or red zone, or a bus zone; j. Within twenty-five (25) feet of any driveway approach or entrance to a parking lot or parking garage; k. Within ten (10) feet of any public trash receptacle, bike rack, bench, bus stop, or similar public use item; l. Within ten (10) feet of an entrance or exit of any building or structure; m. Within five (5) feet of any traffic signal controller, traffic signal pole, power pole, street light pole, general utility pole, above ground cabinet, general utility facility, manhole, parking meter, regulatory and directional signs, street furniture, or street art sculptures; n. In any City parking lot; o. On private property without the consent of the property owner. 	
<p>2. Sidewalk vendors in public parks shall comply with the following regulations:</p> <ul style="list-style-type: none"> a. Stationary sidewalk vendors shall not vend at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire. b. Sidewalk vending is prohibited in nature areas, recreation areas, sports fields, grass areas, landscaped areas, swimming pool areas, picnic areas, and playground areas. c. Sidewalk vendors must stay on paved pedestrian paths. d. Sidewalk vendors must abide by all other applicable park rules, including, but not limited to, park closure hours. 	
3. Stationary sidewalk vendors shall not vend in areas that are zoned exclusively residential.	
4. No sidewalk vendor shall vend in a manner that blocks or obstructs the free movement of pedestrians, bicycles, or vehicles. Sidewalk vendors must at all times provide a clearance of not less than four (4) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices.	
5. Sidewalk vending is permitted between the hours of 9:00 a.m. to 5:00 p.m., daily, except in non-residential areas, the hours of operation shall not be more restrictive than the hours of operation imposed on other businesses or uses located on the same block.	
6. Sidewalk vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. The trash receptacle must be large enough to accommodate customer trash without resort to existing trash receptacles located on any block for use by the general public.	
7. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a fifteen (15) foot radius of the vending location. Sidewalk vendors shall not throw, deposit, or leave, or permit to be thrown, deposited, or left, any trash, food, or other discarded or abandoned objects, in or upon any street, sidewalk, path, gutter, storm drain, inlet, catch basin, or other drainage structure, or upon any public or private lot of land in the City, so that the same might be or become a pollutant.	
8. Sidewalk vendors shall possess and display in plain view on the vending cart a valid sidewalk vending permit issued pursuant to this chapter and business license. Sidewalk vendors shall possess at all times while vending any other permit required by any governmental agency. A sidewalk vendor engaged in sidewalk vending shall possess, on their person, identification.	
9. Vending carts shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to, lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trashcans, street signs, trees, or other objects within the public-right-of-way. No vending cart shall become a permanent fixture on the vending site or be considered an improvement to real property.	
10. Vending carts shall not be left unattended or stored on public property or within the public right-of-way.	
11. Sidewalk vendors shall comply with all applicable State and local laws, including, without limitation, State food handling, labeling, and preparation requirements; fire codes and regulations; and the Americans with Disabilities Act of 1990 and other disability access standards (both State and Federal).	
12. No tables, chairs, fences, shade structures, balloons, flags, banners, on-site furniture, or any freestanding signs shall be permitted in conjunction with the sidewalk vendor's vending activities.	
13. The vendor shall not attach or use any water line, electrical line, or gas line during vending operations.	
14. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited.	
15. No sound amplification equipment, music or live entertainment may be used in conjunction with any sidewalk vendor sales.	
16. A vending cart shall not be wider than (4) feet at its widest point (exclusive of waste containers). A canopy or other similar overhead cover may be used but no portion of this cover (exclusive of vertical support poles or struts) shall be lower than (7) feet above the sidewalk. Any and all vertical supports for this cover shall be totally confined within the horizontal dimensions (width and length) of the vending cart	
17. Any power used in a vending cart shall be contained wholly within the cart. No cords, hoses, pipes, bottles, canisters, or other conductors or containers of power or fuel shall extend from any source external to or detached from the vending cart while the vending cart is in operation upon a City sidewalk. (§ 1, Ord. 1171, eff. June 14, 2019)	

SIDEWALK STREET VENDOR APPLICATION

OPERATING REQUIREMENTS *Please initial the following requirements*

APPLICANT
INITIALS

Penalties

1. A violation of this Chapter by a sidewalk vendor who has a valid sidewalk vending permit from the City is punishable only by an administrative citation pursuant to Chapter 1.07 of Title 1 of this Code in amounts not to exceed the following:
 - a. One hundred dollars (\$100) for a first violation.
 - b. Two hundred dollars (\$200) for a second violation within one year of the first violation.
2. A person engaged in sidewalk vending without a valid City sidewalk vending permit is punishable by an administrative citation pursuant Chapter 1.07 of Title 1 of this Code in amounts not to exceed the following, in lieu of the amounts set forth in paragraph (a):
 - a. Two hundred fifty dollars (\$250) for a first violation.
 - b. Five hundred dollars (\$500) for a second violation within one year of the first violation.
 - c. One thousand dollars (\$1,000) for each additional violation within one year of the first violation. Upon proof of a valid sidewalk vending permit issued by the City, the administrative citations set forth in this paragraph shall be reduced to amounts set forth in paragraph (a).
3. A violation of this Article shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.
4. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.
5. When assessing administrative citations pursuant to this section, the hearing officer shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.
6. If the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, the City shall accept, in full satisfaction, twenty (20) percent of an administrative citation imposed pursuant to this Article.
7. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition.

FOR OFFICE USE ONLY

CHECKLIST

- ☐ Copy of California ID, Driver's License, Individual Taxpayer Identification Number (ITIN) or Social Security Number (SSN)
- ☐ Copy of California Department of Tax and Fee Administration Seller's Permit
- ☐ Background Check Clearance from Dixon Police Department
- ☐ Application fee \$140
- ☐ Insurance

DEPARTMENT SIGNATURE

DEPARTMENT APPROVALS

DATE FILED

☐ Fire Department

☐ Police Department

☐ Finance Department

APPROVAL DATE

**INDEMNIFICATION AGREEMENT**

**APPLICANT SUBMITTED AN APPLICATION TO THE CITY OF DIXON ON THE FOLLOWING DATE,
FOR THE FOLLOWING APPROVAL(S):**

DATE

APPROVAL(S)

As part of, and in connection, with this application, Applicant agrees to defend, indemnify, release and hold harmless the City of Dixon ("City"), its agents, officers, attorneys, employees, boards, commissions, advisory agencies, consultants and contractors (collectively "Indemnitees"), from and against any claim, action or proceeding (collectively "proceeding") brought against Indemnitees to challenge, attack, set aside, void or annul the approval of this application and/or any action taken by Indemnitees to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA"). This indemnification shall include, without limitation, damages, fees and/or costs awarded against or incurred by Indemnitees, if any, and costs of suit, claim or litigation, including, without limitation, attorney fees, expert witness fees and other costs, liabilities and expenses incurred in connection with the proceeding, whether incurred by Applicant, Indemnitees, and/or parties initiating or involved in such proceedings.

Applicant agrees to indemnify Indemnitees for all of the Indemnitee's costs, fees and damages incurred in enforcing the indemnification provisions of this Agreement.

Applicant agrees to defend, indemnify and hold harmless Indemnitees from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan amendment) if made necessary by the proceeding and if Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

In the event that Applicant is required to defend Indemnitees in connection with the proceeding, Indemnitees shall have and retain the right to approve (a) the counsel to so defend Indemnitees; (b) all significant decisions concerning the manner in which the defense is conducted; and (c) any and all settlements, which approval shall not be unreasonably withheld. Indemnitees shall also have and retain the right to not participate in the defense, except that Indemnitees agree to reasonably cooperate with Applicant in the defense of the proceeding. If Indemnitees choose to have counsel of its own defend any proceeding where Applicant has already retained counsel to defend Indemnitees in such matters, the fees and expenses of the additional counsel selected by Indemnitees shall be paid by the Indemnitees. Notwithstanding the immediately preceding sentence, if the City Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant.

Applicant's defense and indemnification of the indemnitees set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

**AFTER REVIEW AND CONSIDERATION OF ALL OF THE FOREGOING TERMS AND CONDITIONS, APPLICANT,
BY ITS SIGNATURE BELOW, HEREBY AGREES TO BE BOUND BY AND TO FULLY AND TIMELY COMPLY WITH
ALL OF THE FOREGOING TERMS AND CONDITIONS.**

APPLICANT NAME (PRINT)

APPLICANT SIGNATURE

DATE

BUSINESS LICENSE NO.