

ORDINANCE NO. 9907

AN ORDINANCE AMENDING TITLE 5 OF THE MUNICIPAL CODE BY ADDING SECTION 5.129 TO CHAPTER 5 TO LICENSE AND REGULATE FOOD TRUCKS WITHIN THE CITY OF GRANITE CITY

WHEREAS, the City of Granite City is a Home Rule Unit pursuant to Article VII, Section 6 of the Illinois State Constitution of 1970; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-20-2 et seq., empowers Cities and other Municipalities to regulate the sale of all beverages and food for human consumption for the public health, safety, and welfare, and

WHEREAS, the City Council of the City of Granite City believes it is necessary and in the best interests of the health, safety and general welfare of the City of Granite City to amend Title 5 (Business Taxes, Licenses and Regulations\*) of the Municipal Code in order to set forth in greater detail laws relating to food trucks operating within the corporate boundaries of the City of Granite City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANITE CITY, ILLINOIS:

**Title 5, Chapter 5, of the City of Granite City, Illinois Municipal Code is hereby amended to add a Section 5.129 with the following language:**

SECTION 1: CHAPTER 5.129 FOOD TRUCK VENDORS

5.129.010 FOOD TRUCK VENDORS DEFINED.

Any person or business that prepares or serves any food or beverage in the City of Granite City from a cart, vehicle or self-contained enclosed trailer with a valid license plate.

5.129.020 SPECIAL EVENT DEFINED

An event so designated by the City of Granite City and held on public property that has a defined and limited duration, is open to viewing or participation of the general public or involves a large gathering of people outside of normal operations, and occurs once or only on designated days of the year. Examples of special events include, but are not limited to: carnivals, festivals, parades, open-air gatherings, and athletic events such as 5K run/walks, bicycle races or organized rides, or triathlons, or any other event that requires the City of Granite City approval or designation.

5.129.030 LICENSE AND PERMIT REQUIRED

- A. Each food truck requires a separate City of Granite City issued annual license.
- B. Each food truck license, including, but not limited to an annual license fee (\$100.00) and special event permit fee (\$25.00), shall have a fee as listed in the schedule in Chapter 5.03.010, as amended.
- C. No license shall be issued without a complete application being submitted to the City of Granite City and approval of the application by the City of Granite City. Fee (\$100.00)

D. Each license shall be valid for one truck and a separate permit shall be issued for each special event. Trucks requesting to operate on multiple public properties require a separate permit for each property.

E. Each food truck license will be valid through December 31, of the year issued.

#### 5.129.040 CONDITIONS OF APPROVAL

No Food Truck Vendor shall operate within the City of Granite City without compliance with the following regulations and all food trucks licenses are subject to the following conditions:

A. Food trucks shall only operate on the public property for which a permit has been issued.

B. Food trucks may only operate during the hours designated by the permit.

C. The food truck's vehicle license, insurance and Illinois business tax (IBT) number shall be provided with the completed application.

D. Proof of Madison County Health Department approval must be provided with the completed application prior to issuance of any food truck license.

E. A fire extinguisher of minimum size 2A:10B:C shall be provided in the cooking area. Cooking equipment involving vegetable or animal oils and fats shall be protected by a Class K rated portable fire extinguisher.

F. Food trucks must provide refuse receptacles and properly dispose of all waste.

G. No Food Truck vehicle shall be operated unless it is covered by a general liability insurance policy with the City of Granite City added as an additional insured party and minimum limits of \$1,000,000 individually and in the aggregate. The licensee shall furnish a copy of such insurance policy prior to the issuance of a license.

H. Food trucks must comply with all noise regulations of the City of Granite City.

I. Use of amplified sound or music emanating from the vehicle shall be approved by the City of Granite City as part of the permit application.

J. Food trucks shall be parked on a suitable surface, as determined by the City of Granite City building inspector.

K. Food trucks shall not be allowed to park in fire lanes, handicap parking spaces, or in any other location that will impede traffic flow or create unsafe conditions for pedestrians.

#### 5.129.050 DENIAL OF LICENSE

An applicant may be denied a food truck license under any of the following conditions:

A. The applicant previously failed to comply with the provisions of a food truck license; or permit

B. The applicant has been convicted of a violation of any provision of this chapter.

C. The applicant has any outstanding debt owed to the City of Granite City.

#### 5.129.060 REVOCATION OF LICENSE

The City of Granite City may revoke any issued food truck license under any of the following conditions:

- A. The applicant is found in violation of this chapter, or of the statutes of the State of Illinois or ordinances of the City of Granite City relating to the public health, safety, or fire protection;
- B. The applicant has made a false material statement in the application; or
- C. The applicant fails to comply with any of the provisions of this chapter or the terms or conditions of the license or permit issued pursuant to this chapter.

#### 5.129.070 FOOD TRUCK VENDORS ON PRIVATE PROPERTY

The regulations in this chapter shall not apply to the operation of Food Truck Vendors operating on private property with an agreement in writing signed by the property owner where the food served is for the exclusive benefit of the property owner or guests or employees of the property owner.

#### 5.129.080 FOOD TRUCK VENDORS LOCATION REQUIREMENTS

Unless otherwise authorized by rules adopted under this chapter, Food Trucks may operate only in permitted locations, or when part of a special event authorized by the City of Granite City, or with the written permission of a private property owner as stated in 5.129.070 above and in accordance with all applicable laws and ordinances.

- A. No mobile food unit shall be permitted to operate in a location where it would substantially obstruct a public way, impair the movement of pedestrians or vehicles, or pose a hazard to public safety, and in no event shall be within sixteen (16) feet from roadway intersections.
- B. No mobile food unit shall park, stand, or operate in a location which is adjacent to or within thirty (30) feet of the front door of a restaurant. This requirement shall not apply to a restaurant affiliated with the Food Truck vendor. A restaurant may manifest affiliation by written request to the City of Granite City as part of the application process or at other times when seeking to affiliate with a Food Truck.
- C. No mobile food unit shall operate within one hundred (100) yards of the address point of any fair, carnival, circus, festival, special event, or civic event that is licensed or sanctioned by the City of Granite City except when the Food Truck vendor has obtained the necessary registration.

#### 5.129.090 APPEARANCE AND MAINTENANCE

- A. Food trucks must be kept in good mechanical and structural condition. All such vehicles shall be kept in a clean, sanitary condition, and shall be thoroughly cleaned each day they are so used. It shall be unlawful to permit stale food, decaying matter or other waste material to accumulate in, on or around such vehicle while it is so used. If unwrapped foodstuffs are

transported in any such vehicle, such goods shall be carried in a portion of the vehicle which is screened and protected against dust and insects.

- B. Each driver must possess a valid driver's license.
- C. The company name must be clearly displayed on the vehicle. The City-issued license and permit must be clearly displayed and visible to the patrons.
- D. At any time the Building and Zoning, Police and Fire Departments reserve the right to inspect food trucks operating in the city limits

5.129.100 PERIPHERAL SETUP TO FOOD TRUCK VENDOR

No tents, tables, chairs shall be placed outside the designated vending area. Signage shall be limited to the vehicle and/or a free-standing sandwich board. Connection to city water and sewer is prohibited unless proper approval by the City is obtained. Proper sanitary refuse containers must be visible to patrons and must be removed before the Food Truck departs.

5.129.110 PENALTY

Any business in violation of this chapter shall be fined not less than \$25.00, and not more than \$750.00, for each offense.


SECTION 2: Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid licenses that are severable from the invalid licenses shall remain in full force and effect.

SECTION 3: Repeal and Savings Clause. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from after its passage and approval.

This Ordinance shall be in full force and effect from and after its passage and approval and filing with the Clerk of the City of Granite City, Illinois

PASSED AND APPROVED by the City Council City of Granite City, Illinois this 19th day of October, 2021.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk



# City of Granite City

## MOBILE FOOD VENDOR APPLICATION PACKET

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[www.granitecity.illinois.gov](http://www.granitecity.illinois.gov)



618-452-6200



City Hall  
2000 Edison Ave.  
Granite City, IL 62040

### Department of Building & Zoning

Rick Daily, Administrator  
[rdaily@granitecity.illinois.gov](mailto:rdaily@granitecity.illinois.gov)  
(618) 452-6218

### Clerk's Office

Jenna DeYong, City Clerk  
[jdeyong@granitecity.illinois.gov](mailto:jdeyong@granitecity.illinois.gov)  
(618) 452-6200

### Madison County Health Department

(618) 228-1220

### License Fees

Special Event Permit	\$25.00
Annual License	\$100.00



## **APPLICATION PROCEDURES:**

Mobile Food Vendors applying for an annual license to operate in the City of Granite City must first contact Madison County Health Department for a plan review. An approved permit from the Madison County Health Department and a copy of the most recent health inspection report is a required part of your application to conduct business in the City of Granite City.

Mobile Food Vendors applying for a Daily or Special Event license that are not Madison

County annual permit holders must obtain a temporary event permit from the Madison County Health Department as well as a Granite City License.

### **1. Contact Madison County Health Department (618) 692-7954**

You will need a permit and inspection from Madison County Health Department before you can apply for a Mobile Food Vendor License.

### **2. License Required.**

Licenses are required for any Mobile Food Vendor operating on public property when currency is exchanged for food intended for immediate human consumption. Businesses with a current Granite City Food Service/Restaurant license will not incur additional cost.

- Private events held on private property (no sales to the general public) are not required to obtain a Mobile Food Vendor License through the City of Granite City.
- Example: Catered event held on private property.

### **3. Complete the Application Packet.**

Submit all documentation to the Department of Building & Zoning. We will notify you once your license has been processed and approved.

### **4. Do I need to schedule an inspection with the City?**

An inspection with the City is not required for the issuance of a license, but be advised that the Granite City Fire Department, the Granite City Police Department or Building and Zoning Officials may request to inspect your truck at an unannounced time/place. Be prepared to meet the requirements listed in your packet.



## APPLICATION FOR MOBILE FOOD VENDOR LICENSE

Applicant Name	
Address	
City, State, Zip Code	
Phone Number(s)	
Email Address	
Date of Birth	

<b>TYPE OF LICENSE</b>	<b>EXPIRATION</b>	<b>FEE</b>	<b>X</b>
Special Event Permit	Conclusion of Event	\$25.00	
Annual License	DECEMBER 31	\$100.00	

Business Name	
Business Address	
City, State, Zip Code	
Phone Number(s)	
Business Email Address	
IL Business Tax (IBT)#	

Driver's Name	
Driver's Address	
City, State, Zip Code	
Driver's Phone Number	
Driver's Email Address	
Driver's Date of Birth	



## APPLICATION FOR MOBILE FOOD VENDOR LICENSE

MOBILE VENDOR INFO	OPERATOR 1	OPERATOR 2
Operator Name		
Operator Address		
City, State, Zip Code		
Phone Number(s)		
Email Address		
Date of Birth		

VEHICLE INFO	
Vehicle Make	
Vehicle Model	
Vehicle Year	
Vehicle Length	
License Plate Info	Number: _____ State: _____

*I affirm that the statements made in the application are true and correct to the best of my understanding. I have also read and understand the City of Granite City's Ordinance as it relates to the operation of Mobile Food Vendors within the City's jurisdiction and agree to operate in accordance with said regulations.*

<b>Printed Name</b>		<b>Date:</b>
<b>Signature of Applicant</b>		<b>Date:</b>

**FOR OFFICE USE ONLY**

DATE RECEIVED _____	TYPE OF LICENSE ISSUED _____
AMOUNT PAID _____	APPROVED BY _____



# Mobile Food Vendor License Hold Harmless Agreement

\_\_\_\_\_ (“Applicant”)  
covenant(s) that he/she/they/it/ will indemnify the City of Granite City from any loss, damage, cost, charges, or expenses, whether to persons or property, to which the City of Granite City may be put by reason of any action, omission, or default on the part of Applicant, its employees or its agents from the operation of its business pursuant to the license, and Applicant hereby covenant(s) to assume the defense thereof and to pay any and all costs, charges attorney’s fees, and other expenses, and any and all judgements that may be incurred by or obtained against the City of Granite City as a result of the reasons cited above.

Applicant hereby agree(s) to release the City of Granite City of any and all liability of any kind or nature in any rights, cause of action or claim of any kind or nature in any rights, other than the City’s own negligent action or omission, which may accrue as a result of Applicant’s business operation under the terms of the license.

Applicant agree(s) to furnish to the City of Granite City a Certificate of Insurance evidencing a commercial general liability policy in the minimum amount of \$1,000,000.00 combined single limit naming the City of Granite City as an additional insured under its terms so as to indemnify the City of Granite City from any covered liability that the Applicant agree(s) to hold harmless from as set forth herein.

APPLICANT SIGNATURE	
DATE	Click or tap here to enter text.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<b>PRODUCER</b> Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
A	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
A	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

The City of Granite City  
 2000 Edison Ave  
 Granite City, IL 62040

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Wisconsin Department of Revenue  
**R-2 Multiple Site Form**  
 Attach to Form ST-1.

REV 01  
 FORM 009

Do not write above this line.

Account ID: \_\_\_\_\_ This form is for \_\_\_\_\_  
(Reporting period)

**must round your figures to whole dollars. See instructions.**

Location where the taxable sales were made  
 Location code \_\_\_\_\_  
 Site name \_\_\_\_\_  
 Site address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_

General merchandise  
**4a** \_\_\_\_\_ X \_\_\_\_\_ = **4b** \_\_\_\_\_  
(rate)  
 Food, drugs, and medical appliances  
**5a** \_\_\_\_\_ X \_\_\_\_\_ = **5b** \_\_\_\_\_  
(rate)  
 Receipts taxed at other rates  
**8a** \_\_\_\_\_ **8b** \_\_\_\_\_

Location code \_\_\_\_\_  
 Site name \_\_\_\_\_  
 Site address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_

General merchandise  
**4a** \_\_\_\_\_ X \_\_\_\_\_ = **4b** \_\_\_\_\_  
(rate)  
 Food, drugs, and medical appliances  
**5a** \_\_\_\_\_ X \_\_\_\_\_ = **5b** \_\_\_\_\_  
(rate)  
 Receipts taxed at other rates  
**8a** \_\_\_\_\_ **8b** \_\_\_\_\_

Location code \_\_\_\_\_  
 Site name \_\_\_\_\_  
 Site address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_

General merchandise  
**4a** \_\_\_\_\_ X \_\_\_\_\_ = **4b** \_\_\_\_\_  
(rate)  
 Food, drugs, and medical appliances  
**5a** \_\_\_\_\_ X \_\_\_\_\_ = **5b** \_\_\_\_\_  
(rate)  
 Receipts taxed at other rates  
**8a** \_\_\_\_\_ **8b** \_\_\_\_\_

Location code \_\_\_\_\_  
 Site name \_\_\_\_\_  
 Site address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_

General merchandise  
**4a** \_\_\_\_\_ X \_\_\_\_\_ = **4b** \_\_\_\_\_  
(rate)  
 Food, drugs, and medical appliances  
**5a** \_\_\_\_\_ X \_\_\_\_\_ = **5b** \_\_\_\_\_  
(rate)  
 Receipts taxed at other rates  
**8a** \_\_\_\_\_ **8b** \_\_\_\_\_

Location code \_\_\_\_\_  
 Site name \_\_\_\_\_  
 Site address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_

General merchandise  
**4a** \_\_\_\_\_ X \_\_\_\_\_ = **4b** \_\_\_\_\_  
(rate)  
 Food, drugs, and medical appliances  
**5a** \_\_\_\_\_ X \_\_\_\_\_ = **5b** \_\_\_\_\_  
(rate)  
 Receipts taxed at other rates  
**8a** \_\_\_\_\_ **8b** \_\_\_\_\_



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**4a** \_\_\_\_\_ **4b** \_\_\_\_\_  
**5a** \_\_\_\_\_ **5b** \_\_\_\_\_  
**8a** \_\_\_\_\_ **8b** \_\_\_\_\_