



**KEY: Additions in red text, eliminated text struck through.**

**The Town of Wadesboro Code of is hereby amended as follows:**

ARTICLE II. - REGULATION AND LICENSING OF BUSINESSES, TRADE<sup>2</sup>

Footnotes:

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**Editor's note**— Ord. of 12-5-16(1) changed the title of Art. II from "Privelege License Taxes" to read as herein set out.

**State Law reference**— Authority to regulate and license businesses, trades, etc., G.S. 160A-194.

Sec. 8-31. - 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:

*Agent* means the person having the agency for the manufacturer, producer or distributor.

*Business* means any business, trade, occupation, profession, avocation or calling of any land, subject by the provision of this chapter, to a license tax.

*Engaged in business* means engaged in the business as owner or operator.

*Fiscal year* means the period beginning with July 1 and ending with June 30 next following.

*Food truck vendor* means a merchant that is operating out of a readily movable trailer or motorized wheeled vehicle, currently registered with the North Carolina Division of Motor Vehicles, designed and equipped to serve food other than ice cream.

*Pushcart vendor* means a merchant that is substantially operating out of a rolling, non-motorized, and open-air pushcart located on a public sidewalk that is selling any of the following goods: home-made food, freshly cut flowers, fruits, vegetables, nuts, eggs, meat, prepackaged foods in individual portions, sandwiches, hot dogs, dairy products, and original artwork and handicrafts produced by the merchant.

*Quarter* means any three consecutive months.

(Code 1992, § 110.01; Ord. of 12-5-16(1))

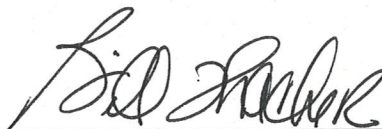
Sec. 8-41. – Food truck vendor; permit required.

- (a) Except pursuant to a food truck vendor permit or as otherwise authorized by the town council, it shall be unlawful to operate a food truck business in town in a manner not authorized by these ordinances. It shall be unlawful for a food truck vendor to operate in town without meeting the following criteria:
- (1) The food truck vendor shall obtain an annual permit from the town. To obtain a food truck permit, the food truck vendor must complete an application and document to the town that the vendor complies with and will follow all legal requirements for its operation. The regulatory fee for the annual permit shall be set by the town council annually and, if no fee is adopted, the fee shall be \$5.00 per year;
  - (2) The food truck vendor shall provide proof of a valid insurance policy that provides a minimum liability coverage of \$1,000,000 with the town named as an additional insured. The vendor shall sign a document agreeing to also hold the town, its officers, elected officials, and employees harmless and indemnify them for any loss, liability, damage, and costs and expenses arising from its operations;
  - (3) The food truck vendor must obtain a zoning permit and pay the related fee;
  - (4) The food truck vendor must specifically identify the area(s) and times/dates that the vendor will sell its goods. The town manager or his/her designee may limit or deny the permit if the requested location and times/dates are inimical to the public health, welfare, safety, order, or convenience;
  - (5) The food truck must be licensed by the N.C. State Division of Motor Vehicles and as authorized by 130A-247 et. seq.;
  - (6) The food truck vendor shall comply with all federal, state, and local laws and regulations applicable to the business, including health and food safety regulations, and shall obtain all applicable permits and approvals necessary for the lawful operation of the food truck and must possess all applicable permits while in operation;
  - (7) The food truck vendor's operations shall not cause a noise disturbance and/or impede, endanger, or interfere with travel on or use of the street or the sidewalk by the public. The Food truck vendor shall not use any audio amplification devices;
  - (8) The food truck vendor shall comply with the Americans with Disabilities Act. No fire exit or lanes or hydrants may be blocked and must remain clear always. The food truck vendor may not block the entrance of a building egress or ingress. The food truck vendor must locate 15 feet away from any fire hydrant, and 5 feet away from any driveway, utility box or vault, handicapped ramp, building entrance or exit, or emergency call box;
  - (9) The food truck vendor shall promptly remove any trash associated with its operation and may not dispose of its trash in any town-owned public trash receptacle. Each food truck vendor shall provide adequate trash removal for its patrons and be strictly liable for its patrons littering with items related to the food truck vendor's business. No food truck vendor shall dispose of grease and liquid waste in tree pits, storm drains, the sanitary sewer system, or public streets;
  - (10) All vending transactions with customers shall occur entirely at the food truck within apparent and plain site of anyone on the sidewalk and not within a structure, vehicle, or enclosed space, or behind a full or partial barrier of any kind or size;
  - (11) Individuals who are not employed by the food truck vendor are not allowed inside the food truck during operations;
  - (12) The food truck used by the vendor shall have a gross weight when unloaded no greater than 3,900 pounds;

- (13) The food truck vendor shall not operate other than between 6:00 a.m.—11:00 p.m. unless the timeframe is reduced by the town manager because the town manager determines the default allowable hours would be inimical to the public health, welfare, safety, order, or convenience;
- (14) The food truck vendor shall not operate within an area designated for a special event including, but not necessarily limited to, parades and festivals unless the peddler receives an additional approval from the town zoning administrator as to location; and
- (15) A food truck permit is continuously contingent on the food truck vendor operating lawfully. If the food truck vendor violates any federal, state, or local law, regulation, or ordinance, the town manager or his/her designee may revoke the food truck vendor permit without refund. The town manager's decision is final and binding.

Secs. 8-42—8-60. - Reserved.

Adopted this 6<sup>th</sup> day of November 2017.



Bill Thacker, Mayor  
Town of Wadesboro

Attest:



Cindi Pope  
Wadesboro Town Clerk





**Chapter 8, Art. II Food Truck Vendor Application**

*Note: The Town requires a regulatory license/permit as part of regulatory process per N.C.G.S. 160A-181.*

Legal Name of Owner/Legal Entity \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

If new, location details & requested times/dates: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Working Phone Number & Email: \_\_\_\_\_

For the Town to act intelligently on an application, applicant should include at a minimum the following information:

- Copy of Applicant's valid and current government-issued identification;
- Valid/adequate insurance policy naming the Town as an additional insured;
- Indemnity Agreement;
- Valid zoning permit;
- Anson County Health Department Approval or Equivalent;
- List of products sold;
- Map showing location;
- Any other information deemed necessary for the Town to make a decision for the benefit of public health, welfare, safety, order, or convenience; AND
- Fee payment.

I hereby certify that the information provided herein is correct. I further certify that I have been given a copy of Chapter 8, Article II of the Town Ordinances and Zoning Ordinances, have read and understand these ordinances, and will fully comply with these ordinances and any other legal and regulatory requirements without exception. I understand and agree that the acts and conduct of the agents and employees of me (licensee) in the conduct of the business shall be deemed to be the acts and conduct of me (licensee). I understand and agree to that obtaining necessary permits and required inspections is necessary to the continued validity of this license (if approved). I understand and agree that any license issued will be contingent on applicant accurately and fully completing this application. I understand and agree that the issuance of any license, and its continued validity thereby, is conditioned upon the applicant/entity conducting business in accordance with all laws. I understand and agree that the Town of Wadesboro offers no opinion as the legality of applicant's business, and that no refund/abatement of fees will be given if the business is discontinued before the end of the period for which such license was issued for any reason whatsoever. **I have read, understand, and agree to the everything in this application without exception.**

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

**TOWN OF WADESBORO  
FOOD TRUCK VENDOR: RELEASE AND INDEMNITY AGREEMENT FOR:**

**Name of Person or Company (the "Undersigned"):** \_\_\_\_\_

**Type of Business (sole proprietor, Corporation, LLC, etc.):** \_\_\_\_\_

WHEREAS, the Undersigned has asked to use property or facilities belonging to or under the auspices of the Town of Wadesboro, North Carolina (the "Town"), for the uses described above, and to engage in activities for the exclusive benefit of the Undersigned; and

WHEREAS, the Undersigned agrees to do so at their own risk and recognizes the possible and inherent danger to their person or property and the person and property of others resulting therefrom; and

WHEREAS, in consideration of allowing the Undersigned to conduct its activities on the Town property, the Town requires that the Undersigned accept liability for any damages arising from personal injury or property damage sustained from the activities of the Undersigned, which shall include action or inaction of the Undersigned, and that the Undersigned indemnify the Town from any claims associated with said damages.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration that the parties agree they have received, the Undersigned does hereby for themselves, their heirs, executors, employers, successors or administrators, and their personal representatives:

A. Assume full responsibility for any personal injury or any damage to their personal property which may occur, directly or indirectly, while in, on, or about any Town premises or parts thereof;

B. Fully and forever release and discharge the Town, its elected officials, its agents and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated, or unanticipated, relating to, resulting from, or arising out of the Undersigned being in, on, or about any such Town of Wadesboro property, or at any or all of the premises or places aforesaid;

C. Indemnify and hold harmless the Town, its elected officials, its agents and employees, for any act or conduct of the Undersigned of whatever kind or nature whatsoever, while in, or about any such Town property, or at any or all of the premises and places aforesaid;

D. Agree to defend the Town in and to pay any attorneys' fees as a result of any action brought by or against the Town, its agents and employees, for any acts or conduct of the Undersigned of whatever kind or nature whatsoever, while in, on, or about any such Town property, or at any or all of the premises aforesaid.

E. Agree that it is the intent of the Undersigned that this Release and Indemnity Agreement shall be in full force and effect any time after the Execution hereof until the Undersigned provides the Town written notice of cancellation and the Town provides the Undersigned written notice that the Town received the cancellation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name (and Title, if applicable)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number(s)

\_\_\_\_\_  
City, State, Zip Code

THIS DOCUMENT MUST BE SIGNED BY THE SOLE PROPRIETOR, A PRESIDENT OR VICE PRESIDENT OF THE CORPORATION, THE MANAGER OR MANAGING MEMBER OF A THE LIMITED LIABILITY COMPANY, OR THE GENERAL PARTNER OF THE PARTNERSHIP. INDIVIDUAL MUST SHOW VALID PHOTO GOVERNMENT IDENTIFICATION.