

**AN ORDINANCE DESIGNATING CERTAIN AREAS IN THE CITY'S PARK SYSTEM FOR THE USE OF FOOD TRUCKS; ESTABLISHING RULES AND REGULATIONS; ESTABLISHING RENTAL RATES; FIXING AN EFFECTIVE DATE**

**WHEREAS**, mobile food vendors have gained in popularity and acceptance throughout the Fort Leonard Wood region; and

**WHEREAS**, after careful review, the City Council has determined that space should be set aside in the Roubidoux Park for Mobile Food Vendors to operate in a safe and efficient manner; and

**WHEREAS**, this designated area will provide ample space for vendors without compromising the limited parking throughout the Roubidoux Park; and

**WHEREAS**, the City Council approves the addition of this area to the Roubidoux Park for Mobile Food Vendors and hereby sets the rules, regulations and rental rates that shall govern same.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WAYNESVILLE, MO AS FOLLOWS:**

**Section 1.** The Mobile Food Truck area, designated as the "Roubidoux StrEATery" is hereby established on a portion of Roubidoux Street that is located within the Roubidoux Park.

**Section 2.** The policies and procedures outlined in "Exhibit A", which is attached to this ordinance, shall govern the operation of the Roubidoux StrEATery.

**Section 3.** The following rental rates shall be charged for available space on Roubidoux Street for mobile food vendors:

Per Day	\$ 20.00
Per Week	\$ 125.00
Per Month	\$ 400.00

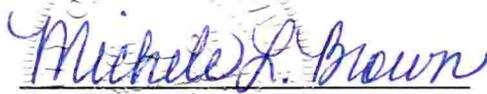
**Section 4.** All rental payments from the Roubidoux StrEATery shall be deposited in the Park & Capital Improvement Fund of the City of Waynesville.

**Section 5.** The City Administrator is authorized to amend the policies and procedures for the operation of the Mobile Food Vendor Park as is necessary from time to time.

**Section 6.** This ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 19th DAY OF AUGUST, 2021.**

ATTEST:



Michele Brown, City Clerk

  
DR. JERRY BROWN, MAYOR

# EXHIBIT A

## ROUBIDOUX STREATERY

### Operational Guidelines

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#### WELCOME

The Roubidoux StrEATery is a family-focused entertainment district and home to Waynesville's first Food Truck Row.

Located next to the beautiful Roubidoux Creek, it's the only place you will find an Oasis of Good Eats, outdoor movies, live music, performances and community events.

This guide is a tool for Mobile Food Vendors who would like to stake their claim at the StrEATery. Open seven days a week, vendors have the opportunity to showcase their culinary creations in a safe, friendly and mouth-watering environment.

The City of Waynesville hopes to build a partnership with you and your business. If you have any questions regarding the StrEATery, please contact the City Clerk's office at 573.774.6171.

Welcome Home!

## OPERATIONAL GUIDELINES

### A. Application

1. All Mobile Food Vendors (MFV) that wish to locate within the Roubidoux StrEATery must file a rental space application, along with the following documentation, with the City Clerk's office.
  - a. Copy of City Business License
  - b. Copy of current Commercial Liability Insurance
  - c. Copy of current Pulaski County Health Inspection
  - d. Copy of current menu
2. The City Clerk will review the submitted application for approval. Incomplete applications will be returned to the applicant for completion before approval.

### B. Rental Fee

1. If a MFV applies for rental space more than six (6) days in a one (1) month period, the MFV shall enter into a Roubidoux StrEATery Rental Space Agreement (Agreement) with the City.
2. If the MFV enters into an Agreement, rental fees shall be paid monthly, with the first payment being due at the commencement of operations. Rental fees are subject to change at the discretion of the City of Waynesville. Once paid, the Rental Fee is non-refundable regardless of whether the Vendor makes use of the rental space during the term of the Rental Agreement or not.
  - a. Per Day: \$ 20.00
  - b. Per Week: \$ 125.00
  - c. Per Month \$ 400.00
  - d. Per Six (6) Months \$2,000.00
2. Electric usage is included in the cost of the rental space. MFV's are required to provide their own connections, including adapters for the permanent power provided. Under no circumstances shall MFV's operate their own generators.
3. MFV's shall not transfer, assign, sublet or share any rental space without written approval by the City. Any attempt to do so will automatically void the Agreement.
4. MFV's who rent space at the Roubidoux StrEATery and whose dates correspond with a scheduled Special Event in the Roubidoux or Laughlin Parks will not be charged any additional fees in order to operate during the Special Event.

5. In the event Park staff issues notice to evacuate the Roubidoux and Laughlin Parks due to potential flooding, the MFV's who have paid rent for the days of the evacuation shall be granted additional days at no extra charge to make up for the time lost.

C. Display & Operational Standards

1. MFV's are only permitted in the space they have rented.
2. MFV's shall display in a prominent area of their unit, the parking permit supplied by the City Clerk's office.
3. MFV shall not affix any personal property to the City's premises without the City's prior, written consent.
3. MFV's shall provide a trash receptacle with a self-closing lid near the front of the vending counter for use by patrons. MFV's are responsible for keeping the area in front of their unit clean of all trash generated by their operations and for washing and disinfecting any eating areas in use by their stand in a manner that will prevent rodent/pest infestation and/or illness.
4. City trash receptacles located with Roubidoux Park may be utilized for end-of-day trash except for cooking oil/grease.
4. The City has provided picnic tables for customers to utilize at the StrEATery. However, MFV's may provide their own seating consisting of no more than two (2) portable tables with a maximum seating capacity of four (4) and only if a reasonable amount of space is available to ensure safe seating for customers.
5. Signage shall be appropriate in nature and shall be contained to the surface of the MFV vehicle and shall conform with the requirements of Section 510.050 and 510.080 of the City's Municipal Code.
6. All exterior lights shall be designed so that the light source is shielded with an opaque material and is not visible to adjacent businesses or residences at a height greater than five (5) feet.
7. MFV's shall be considerate of other vendors, the City, and all citizens of the City.
8. MFV's shall have all property removed by the end of their scheduled rental time.

D. Operational Restrictions

1. No MFV shall operate at the Roubidoux StrEATery between the hours of 11pm and 6:00am.
2. Sales other than food and beverage items are prohibited. MFV's who intend to sell alcoholic beverages must obtain a City liquor license.

3. The use by a MFV of any temporary structure other than the vehicle or cart used by the vendor, is prohibited.
3. Mobile Food Vendors shall comply with all applicable Federal, State, and local laws, rules, and regulations, including, without limitation, applicable provisions of the City of Waynesville's Land Use Regulations.

E. Video and Photography Release

1. MFV hereby grants to the City the irrevocable and unlimited right and permission to use photographs and/or video recordings of the MFV, MFV's intellectual property and MFV's property on each of the City's social media and other Internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation or permission from MFV.
2. MFV hereby releases, acquits and forever discharges the City from any and all claims, demands, rights, promises, damages, and/or liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation, likeness, or defamation. MFV hereby warrants that the MFV and each of its employees and subcontractors is eighteen (18) years of age or older.

F. Limitation of Liability.

1. In no event shall the City, its affiliates, officers, employees, agents, representatives, successors, or assignees be liable to the MFV and/or its affiliates and/or respective managers, members, officers, employees, agents, representatives or customers (collectively "the City") for any loss, liability, theft, damage, claim or demand, including, but not limited to, theft or damage to MFV's property, furnishings, equipment and merchandise that Vendor may incur arising out of Vendor's operations at The Roubidoux StrEATery.
2. The City shall not carry insurance covering any such property theft, loss or damage and Vendor shall be solely responsible to carry its own insurance or otherwise accept the risk of any such theft, loss or damage.
3. In furtherance of the foregoing, in no event shall the City be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs). To the extent MFV maintains any claim against the City, the proceeds thereof for the recovery of any judgment against the City, and no other property or assets of the City shall be subject to levy, execution or other enforcement procedure for the satisfaction of MFV's remedies under or with respect to this Agreement.
4. In no event shall the City be liable to MFV or any other person or entity for consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).

G. Violation & Penalties

1. Any MFV who violates any provision of these guidelines may be subjected to suspension and/or termination of their Agreement.