

CITY OF LEWISVILLE

FOOD TRUCKS IN PARKS PROGRAM GUIDELINES



PARKS AND RECREATION

Part of what makes Lewisville special is its abundance of parks and a wide range of recreation activities. The Parks & Recreation department has focused all its efforts on maintaining a first-class park system including facilities and scenic trails.

The Parks & Recreation department's mission statement is “In order to create a thriving community through nature and play, we will become the best parks and recreation department in the state of Texas by:

- preserving and restoring natural resources
- maintaining and developing parks, trails, and public spaces; and
- providing recreational and educational opportunities for socialization and activity.

The purpose of the Food Trucks in Parks Program (the “Program”) is to activate parks by providing an additional service, bridging gaps in the availability of food throughout the community and park system, enhancing official presence within parks, and creating an additional revenue stream for the department.

The Program season will run from March to September each year (the “Program Season”).

For more information, contact:

City of Lewisville

Parks and Recreation Department
1197 W. Main Street
Lewisville, Texas 75056

Casey Spears, Senior Administrative Assistant
972.219.3550
<https://www.playlewisville.com/parks/food-trucks-in-parks>

Pilot Program

A pilot program of the Program was rolled out in the spring of 2021 at the following parks: Memorial Park/Thrive Recreation Center, Railroad Park and Central Park. These remain the only parks eligible for the program at this time.

Participating Parks in the Program

In addition to the parks used in the pilot program, the City may add Lake Park and the future park planned for Southwest Parkway near Corporate Drive to the Program at a later date.

Schedule of Operations

Food truck vendors shall only operate during the days and times agreed to by the Director of Parks and Recreation which shall be during the normal hours of operation for each park, which are 6 a.m. to 10 p.m.

Eligibility

A food truck vendor is eligible to participate in the Program if the following conditions are met:

The food truck vendor:

1. has a valid City of Lewisville mobile food vendor permit;
2. timely submits a completed Food Trucks in Parks Program application*; and
3. agrees to all of the following:
 - use all compostable dinnerware;
 - not use straws;
 - provide one menu item that meets the nutritional requirements of the National Restaurant Association's Kids Live Well program and Healthy Dining program (see Exhibit A for full guidelines);
 - park in designated spaces for food trucks within the assigned park;
 - enter and operate in the park only during the days and times agreed to by the Director of Parks and Recreation which shall be during the posted park hours;
 - consistently participates throughout the Program season at the assigned park during the days and times agreed to by the Director of Parks and Recreation;
 - maintain a clean appearance of the food truck;
 - pick up and remove all trash within 25 feet of the food truck;
 - timely pay Program fees;
 - carry the required insurance;
 - follow all park rules; and
 - have limited complaints from park visitors, enforcement officers, and city staff.

* For information on the Food Truck in Parks Program application please contact the Parks and Recreation Department at 972.219.3550.

Permits

A food truck vendor is not eligible to participate in the Program until all necessary permits have been obtained from the City of Lewisville. The food truck vendor shall be responsible for ensuring all documentation requested by City staff is provided.

Information regarding City of Lewisville Mobile Food Vendor Permits can be found on the City of Lewisville website at www.cityoflewisville.com/about-us/city-services/health-services/mobile-vendors. For clarification on the City's Mobile Food Vendor permit application process, please contact Health Services at 972.219.3480

In no event shall a food truck vendor be allowed to sell, assign, subcontract or sublease its permit. Any attempt to do so shall result in the immediate revocation of the food truck vendor's permit.

Insurance Requirements for Food Trucks Vendors Participating in the Program

Food truck vendors participating in the Program shall be required to carry the following insurance:

Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage.

Workers' Compensation and Employer's Liability: \$500,000 per injury, \$500,000 per occurrence and \$500,000 per occupational disease.

Automobile Liability - \$500,000 combined single limit.

The City of Lewisville must be listed as "Additional Insured" on said insurance. The full requirements for insurance can be found in Exhibit B.

Selection of Food Truck Vendors

During the application process, the food truck vendor will prioritize its preferred park(s) for operating the food truck. If multiple qualified food truck vendors prioritize the same park(s), a lotto system will be utilized to select the assignment of the park(s) for the Season. Days and times for vending at the designated park will be determined by the City. Selected food truck vendors must participate at the designated park on the designated days and times for the entire Season. Failure to do so will result in removal from the Program and from consideration for future Seasons unless otherwise authorized by the Director of Park and Recreation.

The City reserves the right to give priority to the following food truck vendors (no order implied):

1. Food truck vendors offering a menu with quality food at reasonable prices which meet or exceed minimum requirements for serving nutritional items, as referenced in Exhibit A.
2. Food truck vendors that demonstrate a commitment to serving compostable dinnerware and eliminating the use of straws in their food trucks.
3. Food truck vendors with an impressive plan, as determined by the Director of Parks and Recreation, for keeping their food truck and the area around their designated parking space clean and for removing trash/debris prior to departing the park each day.
4. Food truck vendors with a consistent plan for the days and times they will be providing food service at their assigned park.

Food Trucks in Parks Fee Schedule

The fee for participating in the Program is \$150 per Program Season (“Program Participation Fee”) plus 3% of gross sales each month. If selected to participate in the Program, the \$150 Program Participation Fee must be paid in full to the City at the time the food truck vendor executes the Program agreement (referenced in Step 5 on pages 5-6 herein). A check in the amount of 3% of the previous month’s gross sales and accompanying paperwork must be submitted by the 20th of each month. The first monthly payment will be due no later than the 20th of April each Program Season.

All payments shall be remitted to:
City of Lewisville
Attention: Heather Potyok
PO BOX 299002

If a food truck vendor complies with Program guidelines throughout the Program Season and wishes to continue offering services at the assigned park throughout the off-season (October – February), the food truck vendor shall be required to continue the monthly payments of 3% of gross sales.

The fee schedule can be found in [Section 2-201](#) of the City of Lewisville Code of Ordinances.

Food Trucks Spaces Within Participating Parks

The table below lists the number of spaces within each park that will be offered during the pilot program in 2021.

Park	Address	Number of Spaces
Central Park	1899 S. Edmonds	1
Memorial Park/Thrive	1950 S. Valley Parkway	2
Railroad Park	1301 S. Railroad Street	2

***Lake Park and the future park along IH-35 near Corporate Drive may be added at a later date.**

Each space will be marked in a manner deemed appropriate by the City. The food truck vendor is responsible for ensuring that customer queuing does not restrict the public right-of-way.

The City may adjust the location of the spaces for any reason, including, but not limited to, construction, special events, rentals or as otherwise deemed necessary by the Director of Parks and Recreation. City staff will work with the food truck vendors to identify an alternate spaces if relocation is deemed necessary.

Non-Discrimination

The City does not discriminate in services, directly or indirectly, based on race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability status, genetics, veteran's status, or any other protected classification under federal or state law. All food truck vendors participating in the Program shall be required to follow the same practice, as they are providing services on City property.

How to Apply to Participate in the Food Trucks in Parks Program

Food truck vendors can apply for the Food Trucks in Parks Program online at <https://www.playlewisville.com/parks/food-trucks-in-parks>. If you have any questions, please contact Parks & Recreation department staff by phone at (972) 219-3550, or email at pardlv@cityoflewisville.com.

Sequence of Events for the Program

The following is an outline of the normal sequence of events for a Food Trucks in Parks Program application.

Step 1 – Call for Vendors

Each January a call for food truck vendors to apply will be issued by the Parks & Recreation department. This includes contacting current mobile food vendors with City permits and posting information on the department’s website and social media outlets including playlewisville.com and lewisvillethrive.com.

Step 2 - Application: Complete and submit application by February 15th

The application can be found at:

<https://lfforms.cityoflewisville.com/Forms/FoodTruckInPark>

In order to complete the application, the applicant will need to:

- supply a current City Mobile Food Vendor permit number. More information about this permit is available at: <https://www.cityoflewisville.com/about-us/city-services/health-services/mobile-vendors>
- prioritize the parks the food truck vendor wishes to be assigned to for the Program Season
- provide a list of menu items that meet the nutritional requirements of the NRA’s Kids Live Well and Healthy Dining programs
- describe a plan for maintaining a clean vehicle appearance and removing trash and debris from the immediate area of the food truck while stationed at the park
- propose the days and times the vendors will be stationed at the assigned park location.

The application can only be submitted online before midnight on February 15.

Step 3 – Application Review

Once submitted, the Parks & Recreation department will review the application and determine if the applicant meets Program guidelines. If the application is not complete, City staff will coordinate with the applicant to collect the necessary documentation and information.

Step 4 – Assignment of Park Sites/Spaces

Once all applications have been reviewed, City staff will assign park sites and spaces to qualified food truck vendors. Parks will be assigned based on the City’s needs and the applicant’s prioritization as submitted in the application. If multiple qualified food truck vendors meet the City’s needs and prioritize the same park, a lotto system will be utilized to select the assignment of the park for the Program Season.

Step 5 –Notification of Selection

If a food truck vendor is selected to participate in the Program, City Staff will schedule a meeting to ensure an understanding of the Program requirements and guidelines,

execute a Program agreement, and walk the park site to finalize plans for service and trash removal. Please note that payment of the \$150 Program Participation Fee must be submitted with the executed Program agreement. During the Program Season, City Staff will keep in contact with the selected food truck vendors to ensure compliance with Program requirements and guidelines, provide support, and solicit feedback regarding the Program.

Step 6 – Program Season Closeout

At the end of the Program Season, City staff will schedule a meeting with the selected food truck vendors to discuss the success of the Program, solicit feedback for modifying the Program, and review their performance. If a food truck vendor meets Program guidelines throughout the Program Season, it will be provided the option to continue offering its services at its assigned park on the agreed upon schedule through the off-season (October – February) at a rate of 3% monthly gross sales. Acceptance of such offer must be made in writing.

At this meeting, the food truck vendor will also be notified of its eligibility to participate in the Program for the following Program Season. If eligible, the food truck vendor will still need to submit an application to be considered for the following Program Season. If ineligible, the food truck vendor may not participate in the Program during the off-season or the following year.

Exhibit A
National Restaurant Association Guidelines

	Kids LiveWell	Healthy Dining
Fruits & Vegetables	1 or both offered	1 or both offered
Calories	<550/meal	<750 meal <8g sat fat/ <250 app, side, dessert <3g sat fat
Fats	Artificial trans fat/ none	<25g fat
Added Sugars	<15g per meal/ <5g per side	<25g fat
Sodium	<700mg per meal/ <225 per side	N/A
Endorsed by the National Restaurant Association (NRA) Based on 2,000 calories a day		

Learn more about these programs at:

<https://restaurant.org/kidslivewell>

<https://restaurant.org/manage-my-restaurant/food-nutrition>

EXHIBIT B

INSURANCE REQUIREMENTS **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-:VI, or, A or better by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.