

CITY OF YUBA CITY
STAFF REPORT

Date: June 15, 2010
To: Honorable Mayor & Members of the City Council
From: Community Development Department
Presentation by: Aaron Busch, Community Development Director

Summary

Subject: Proposed agreement between the City of Yuba City and Rosie's Sno Biz, and Fat Daddy's Frankfurters relating to continued operation of their pre-existing non-conforming vending operations.

Recommendation: Authorize the City Manager to sign separate Agreements with Rosie's Sno Biz and Fat Daddy's Frankfurters allowing for the continued operation of their pre-existing non-conforming vending operations within city limits.

Fiscal Impact: None

Background:

On May 4, 2010, the City Council approved a new vending ordinance that governed how vending businesses would be allowed to operate within the city limits. The ordinance approved by the Council included provisions for allowing three "pre-existing non-conforming uses" to continue to operate their respective businesses, subject to a separate agreement with the City.

Attached for the Council's review and approval are Agreements with two of the previously identified vendors: Rosie's Sno Biz and Fat Daddy's Frankfurters. The third identified vendor has declined the agreement offer at this time. As drafted, both Agreements include the provisions desired by the City Council which include the following key elements:

- The vending operation is allowed at the previously identified site only;
- Prior to operating the vending business, the business owner must provide:
 - Written authorization from the property owner;
 - Current copy of Sutter County Environmental Health Permit;
 - Current copy of Yuba City Business License;
 - Proof of insurance;
 - Proof of an established commissary;
- The business owner is restricted to selling only those items that were being sold at the time the ordinance was being prepared (see Exhibit A of both Agreements);
- In the event that the business owner does not occupy the subject property with their vending business for a period greater than six consecutive calendar months, the Agreement with the City becomes null and void; and,
- The Agreement is non-transferable to any other party.

Both Agreements are attached for the Council's review and approval. These Agreements have been reviewed and approved by both respective vending business owners. Additionally, the Agreements have been routed to the other members of the stakeholders group as a courtesy.

Fiscal Impact:

None.

Alternatives:

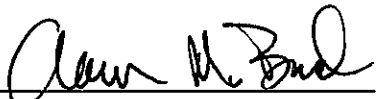
1. Deny or modify accordingly both Agreements.

Recommendation:

Staff recommends that the City Council take the following actions:


- A. Authorize the City Manager to sign separate Agreements with Rosie's Sno Biz and Fat Daddy's Frankfurters allowing for the continued operation of their pre-existing non-conforming vending operations within city limits.

Prepared By:



Aaron M. Busch
Community Development Director


Submitted By:

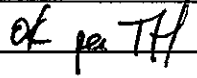


Steven R. Jepsen
City Manager

Reviewed By:

Finance
City Attorney
Other: (Name, Title)





Exhibits

Agreement with Rosie's Sno Biz
Agreement with Fat Daddy's Frankfurters

AGREEMENT REGARDING CONTINUED OPERATION OF A
PRE-EXISTING NON-CONFORMING VENDING BUSINESS

This Agreement is made and entered into this _____ day of _____, 2010, by and between the City of Yuba City ("City") and Ms. Andrea Natale, proprietor of *Rosie's Sno Biz* ("Proprietor").

WHEREAS, the City Council at its meeting of May 4, 2010 approved Zoning Code Amendment ZC 09-02 which established citywide procedures and standards for allowing mobile and open air vendors to operate within City limits; and,

WHEREAS, as part of the approval of ZC 09-02, the Zoning Text Amendment incorporated provisions to allow the continued operation of three (3) pre-existing non-conforming vending businesses that were operating at specific fixed locations in Yuba City during the time that ZC 09-02 was being prepared and could not comply with the provisions of the new vending regulations; and

WHEREAS, the provisions of ZC 09-02 allows those three identified businesses to continue to operate at those specific locations, provided those vendors enter into an Agreement with the City to ensure that the specific criteria cited below is met; and

WHEREAS, the Proprietor noted above was identified as one of those three pre-existing non-conforming businesses that may enter into an Agreement with the City in order to continue to operate their vending operation at their current fixed location.

Now, therefore the parties agree as follow:

1. As part of the authorization to operate their vending operation, the Proprietor shall provide the following information prior to the commencement of business at 950 Franklin Road, Yuba City:
 - a. Name, mailing address, and telephone number of Proprietor;
 - b. Presentation of a California driver's license, if any, or other photographic identification issued by a state or United States federal agency establishing the Proprietor's age as eighteen (18) or older;
 - c. Proof of current vehicle registration and a copy of an applicable vehicle insurance policy for any vehicles used in the vending activity;
 - d. Four photographs (showing different exterior views) of each motorized food wagon or conveyance;
 - e. A copy of a current Sutter County Environmental Health permit for the food service vending operation;
 - f. A copy of the Proprietor's current business tax certification and applicable Board of Equalization Seller's Permit;
 - g. Proprietor must show proof of payment to a commissary for the prior twelve months;
 - h. Satisfactory proof of insurance as required by Section 8-5.5355 of the Yuba City Municipal Code;
 - i. An affidavit in a form approved by the City from the property owner (if other than Proprietor) permitting the Proprietor to locate on the site;
 - j. A site plan, drawn to scale and with dimensions, indicating the location of all existing buildings, structures, driveways, parking spaces, traffic controls, and improvements, and the location or areas where the proposed vending activity, structures, and improvements related to the vending activity will be located upon the site;

2. Upon City's approval of the above information, the Proprietor shall be allowed to commence business operations at the subject property, subject to the following conditions:
 - a. The open air vending business shall be located completely within the boundaries of the property located at 950 Franklin Road. Only one vending trailer shall be allowed on the subject property. The vending

trailer and any associated appurtenances cannot be located in the City's public right of way.

- b. The vending trailer and any associated appurtenances cannot interfere with on-site parking or emergency access required for the business(es) located on the subject property.
 - c. The site shall be maintained in a safe and clean manner at all times.
 - d. No tables, chairs, fences, shade structures, or other site furniture, (permanent or otherwise) or any freestanding signs shall be permitted for the customers of the business.
 - e. Exterior storage or display of surplus refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited.
 - f. The Proprietor shall display, in plain view and at all times, current permits and licenses in or on their vehicle.
 - g. Any motorized food wagon or conveyance used in the course of vending shall be entirely self-sufficient in regards to gas, water, and telecommunications.
 - h. Should any utility hook-ups or connections to on-site utilities be required, the vendor shall be required to apply for appropriate permits to ensure building and public safety and consistency with applicable building and zoning regulations.
 - i. The Proprietor shall not discharge items from any motorized food wagon or conveyance vehicle onto the sidewalk, gutter, storm inlets, or streets.
 - j. The Proprietor shall be required to renew their Sutter County Environmental Health Permit and City of Yuba City Business License annually as part of the on-going operation of their vending business. Evidence of both documents shall be provided to the Community Development Department on an annual basis.
3. Items to be sold by the Proprietor to customers at the subject vending business location shall be restricted to those menu items identified in the attached Exhibit "A". No additional modifications or expansion to the approved list of items shall be allowed without prior consent of the City.
4. This Agreement constitutes the sole and only agreement between the Parties and is intended by each party to constitute the final written memorandum of all of their agreements and understandings in this matter. This Agreement supersedes

all prior and contemporaneous agreements, representations or understandings, if any, whether oral or written regarding the subject matter contained herein. No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties.

5. This Agreement is exclusively between the Proprietor and the City of Yuba City. The Agreement is non-transferable and cannot be sold to any other party. In the event that the vending business is not actively operating on the subject property for a period greater than six consecutive calendar months, then the Agreement shall become null and void and the Proprietor shall no longer be allowed to operate their vending business at the subject location.

6. In the event of any action or proceeding brought by either Party against the other under this Agreement, or any arbitration is commenced for the purpose of enforcing or interpreting this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and all fees, costs and expenses incurred for prosecution, defense, consultation, or advice in such action or proceeding.

Dated: _____, 2010

City of Yuba City

By: _____

Its: _____

Dated: _____, 2010

Rosie's Sno Biz

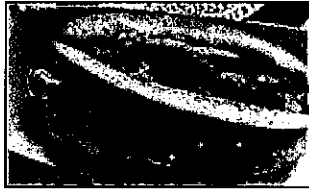
By: _____

Its: _____

EXHIBIT A

SIGNATURE DADDY'S:

[Click Here For Full Menu](#)



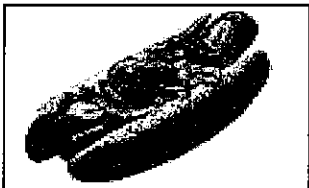
Classic Chicago Daddy: *(Drug Thru The Garden)*

Our personal favorite, the classic taste of Chicago. Jumbo 100% all beef frank, mustard, fresh tomatoes, bright green relish, sport peppers, pickle spear, and a dash of celery salt on a large steamed sesame seed hoggie bun! - \$4.25



New York Daddy: *(Sabrett's Red Onion Sauce)*

No need to go all the way to New York for a taste of the "Big Apple". Jumbo 100% all beef frank, spicy brown deli style mustard, topped with Sabrett's red onion sauce on a large steamed sesame seed hoggie bun!! - \$4.25



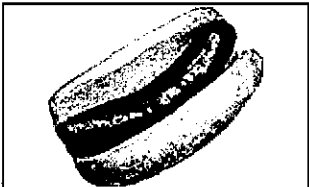
Polish Daddy: *(Nathan's Famous)*

Another Windy City classic, some claim it's the original! Hot Dog Cart Frankfurter - Relive the Maxwell St. Era! Jumbo "Nathan's Famous" 1/4 lb. 100% all beef polish sausage, on a large steamed sesame seed hoggie bun! - \$4.25



German Sausage: *(Featuring Zenners Sausage Co.)*

Old World Flavor! Jumbo Zenner's German style sausage with just the right amount of flavor and seasoning in natural casing and served on on a large steamed sesame seed hoggie bun - Dress it up any way you like! - \$4.25



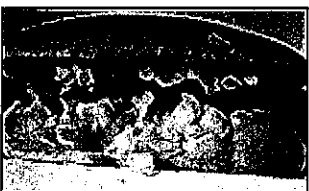
Louisiana Hot Link: *(Featuring Zenners Sausage Co.)*

The Ragin Cajun! Jumbo Zenner's Louisiana style Hot Link sausage with just the right amount of spice and heat in natural casing and served on on a large steamed sesame seed hoggie bun - Dress it up any way you like! - \$4.25



Chili Cheese Daddy: *(Coney Island Style)*

Hit the board walk with this amusement park classic! Jumbo 100% all beef frank, topped with a generous helping of chili, cheddar cheese on a large steamed sesame seed hoggie bun! - \$3.75



Nacho Daddy: *(Hold The Chips)*

The name says it all! It's a Daddy dressed up Nacho style. Jumbo 100% all beef frank on a large sesame seed hoggie bun smothered in melted nacho cheese sauce! Jalapenos optional - \$3.75



BBQ Pulled Pork Sandwich: *(Kansas City Style)*

"Sweet and Smoky", that's what you'll say about this classic southern style pulled pork sandwich. 16 hr Texas style slow smoked BBQ pulled pork smothered in a sweet and spicy Kansas City style BBQ sauce. - \$5.75

DADDY'S MEAL DEALS!

(All Meal Deals Include: Chips, Drink and Cookies)

Signature Daddy Deal: Any one of our Signature Daddy's topped off with all the sides to make a great meal at a great price!. - \$6.00
(NY, Chicago, Polishi, Hot Link, German, Chili)

Who's Yo Daddy Meal: Kosher 1/4 lb. 100% all beef frank on a large steamed sesame seed bun! Have Yo Daddy Yo way! - \$5.00
(Standard Condiments Incuded)

2 Daddy Meal: Just like the Who's Yo Daddy just make it a Double Daddy order! All the trimings and twice the meat! - \$7.00
(Our Best Deal)

Kid's Daddy Meal: Kid's Daddy and all the trimings - it's a Who's Yo Daddy just smaller. No toy included but if they are polite Fat Daddy may tell them a joke! - \$3.75
(Most Affordable)

DRINKS, SIDES, & EXTRAS!

Bottled Water: Cheapest water in town! Same low price EVERY DAY! We don't even change our price for fairs, parades, or other events! - \$1.00

Can of Soda: All your favorites: Coke, Pepsi, Rootbeer, Orange, Sprite, 7-Up, Iced Tea, Mountain Dew, Dr. Pepper, & Juice Boxes for kids too. - \$1.00

Bag of Chips: All your favorites: Fritos, Doritos, Cheetos, Reg. & BBQ Lays, Sun Chips, etc. - \$0.75

Nachos: A generous helping of Tortilla Rounds smothered in two ounces of hot nacho cheese sauce and topped with your choice of jalepaneos and/or salsa! - \$1.50

Frito Pie: A Southern outdoor favorite! Served directly out of the bag and filled with cheesy chili goodness, topped with jalepaneos and onions! Grab a spoon and dig in! - \$1.75

Assorted Cookies : What's a meal without desert? Assorted Grandma's Big Cookies, Famous Amos, M&M - \$0.75

Assorted Candy Treats: All your favorites: Reeses Peanut Butter Cups, Milky Way, Snickers, Kit Kat, Hersheys, Starburst, Skittles and more! - \$0.85

CALL AHEAD FOR TAKE OUT
(707) 318-8896

We cater to

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Dated: _____, 2010

City of Yuba City

By: _____

Its: _____

Dated: _____, 2010

Rosie's Sno Biz

By: _____

Its: _____

EXHIBIT A**Rosie's Sno Biz Menu****Shaved Ice-Regular Flavors**

Banana
Birthday Cake
Black Cherry
Blueberry
Blue Bubblegum
Blue Raspberry
Cherry
Chocolate
Cinnamon
Coconut
Coffee
Cola
Cotton Candy
Grape
Green Apple
Guava
Kiwi
Lemonade
Lemon
Lime
Mango
Margarita
Orange
Passion Fruit
Peach
Pina Colada
Pineapple
Pink Bubblegum
Pink Grapefruit
Pink Lemonade
Red Apple
Red Raspberry
Rootbeer
Sour Blue Raspberry
Sour Cherry
Sour Green Apple
Sour Lemon
Strawberry
Strawberry Daiquiri
Tagerine
Tiger's Blood
Tutti Frutti

Vanilla
Watermelon

Special Flavors

Bad Apple
Bat Juice
Berry Tart
Blue Moon
Candy Apple
Cherry Bomb
Cherry Cola
Cherry Lime
Falcon Power
Honker Power
Island Breeze
Pink Flamingo
Purple Passion
Rainbow
The American

Special Flavors- 50 cent extra charge

Banana Crème Pie
Banana Split
Blueberry Cobbler
Coconut Crème Pie
Cremesicle
Homemade Ice Cream
Lemon Meringue Pie
Rootbeer Float

Crème Toppings

Cappuccino
Caramel
Chocolate
Coffee
Strawberry
Vanilla

Slushies

Slushies can be any shaved ice flavor, Slushie flavor changes daily.

Cotton Candy

Cotton Candy can be any shaved ice flavor, changes often.

Sugar Free Flavors

Sugar free flavors can be any shaved ice flavor, changes often

Water**Soda**

Pepsi, Diet Pepsi, Mountain Dew, Sierra Mist, Rootbeer, Dr. Pepper, Sprite,

Gatorade

Variety Packs- Flavors change often

Candy

Reeses, M&M's, Peanut M&M's, Milky Way, Snickers, Skittles, Sour Skittles, 3 Muskateers, Crunch Bars, Hersheys, Butterfinger, Starburst

Chips

Cheetos, Hot Cheetos, Doritos, BBQ, Fritos, Lays, Cooler Ranch.

To Whom It May Concern:

With Rosie's Sno Biz being a company that is a franchise, Sno Biz constantly comes out with new flavors. I will not be adding any new items to my menu, but I do feel that I should be able to add new flavors that become available to me each season for my shaved ice and slushies. Also with the candy, soda, Gatorade, and chips, I buy variety packs of these items, so I may not have every one of these everyday, but I do carry each of them at different times! I hope this menu is specific enough for whoever is interested in this information.

Thank you!

Andrea Natale
Rosie's Sno Biz