



CITY OF JUNCTION CITY
BUILDING & PLANNING DEPARTMENT

File #

MFU-24-22

MOBILE FOOD UNIT
TYPE I APPLICATION PACKET

- Submit your completed application packet with documentation to Planning at 1171 Elm Street
- Payment of the base fee is due at the time an application is submitted.
- If you have questions, contact the Permit Technician, Dawn Northey at 541-998-4763 or jcplanning@ci.junction-city.or.us

RECEIVED
JUN 12 2024

Staff Contact: Permit Technician, Dawn Northey
Planning ■ 1171 Elm Street/PO Box 250 Junction City OR 97448

Ph 541-998-4763 ■ jcplanning@ci.junction-city.or.us ■ www.junctioncityoregon.gov

BY: Dawn N.

City of Junction City
LAND USE APPLICATION – TYPE I

Table 2
Land Use Review Classifications – Refer to JCMC 17.150.070

	Type I	Type II	Type III Public Hearing	Type IV Public Hearings
Administrative Decision (City Administrator or Designee) Exception: Final Subdivision Plats are reviewed by the Planning Commission (Decision can be appealed to Planning Commission)	X			
Planning Commission Decision (No public hearing however one can be requested) (Decision can be appealed to City Council)		X		
Planning Commission Public Hearing and Decision (Decision can be appealed to City Council)			X	
Planning Commission Public Hearing and recommendation to City Council; City Council Public Hearing and Decision (Appealed to Oregon Land Use Board of Appeals)				X

Table 3
Land Use Application Review Steps

	Type I	Type II	Type III Public Hearing	Type IV Public Hearings
1. Land Use application submitted	X	X	X	X
2. Completeness Review to determine if all necessary information is included with application (14-30 days)	X	X	X	X
3. Application is incomplete, necessary information is requested from applicant/representative (application on hold)	X	X	X	X
4. Application is deemed complete and applicant/representative notified	X	X	X	X
5. Tentative date set for application to go before the Planning Commission	X <small>Final Plat</small>	X	X	X
6. Tentative date set for application to go before the City Council				X
7. Department of Land Conservation & Development (DLCD) 35-day notice			X <small>Amendment only</small>	X <small>Amendment only</small>
8. Referrals sent to City Departments and outside agencies for their review (14-21 day response period, 30 days if Wetlands involved)	X	X	X	X
9. Opportunity to Comment mailed to property owners w/in 300-feet of subject site (may run concurrent w/ Referrals) (20-40 days before meeting)		X		
10. Planning Commission Notice of Public Hearing mailed to property owners within 300-ft of subject site (may run concurrent with referrals) (20-40 days prior to public hearing)			X	
11. Planning Commission review and decision	X <small>Final Plat</small>	X	X	
12. Planning Commission Recommendation to City Council			X <small>Map Amendment</small>	X
13. City Council Notice of Public Hearing mailed to property owners within 300-ft of subject site (may run concurrent with referrals) (20-40 days prior to public hearing)				X
14. City Council review and decision			X <small>Map Amendment</small>	X
15. Letter of Decision, with supporting documentation, sent to applicant/representative (w/in 5 business days of decision)	X	X	X	X
16. Appeal Period begins day notice is sent to applicant/representative	X	X	X	X
17. Decision becomes final (unless appealed)	X	X	X	X

* Junction City Municipal Code 17.150.130 states multiple land use applications may be applied for at one time. An applicant may request reviews be conducted parallel to one another, or concurrently. If reviewed concurrently, they will be reviewed under the highest Land Use classification (i.e. a Type I review application concurrent with a Type IV, both are reviewed as a Type IV).



CITY OF JUNCTION CITY MOBILE FOOD UNIT PERMIT APPLICATION (JCMC 17.135)

- Application Fee: \$100
- Approved Permits valid for 12 months from date of approval
- Mobile food units permitted in Central Commercial, or General Commercial zones

Staff Review of your application may reveal the need for more information &/or other permits.

Section 1. Applicant Information

Name: AZUL

Mailing Address: 310 S 10th St Monroe, OR 97456

Email Address: _____ Phone: _____

<input checked="" type="radio"/> Yes	<input type="radio"/> No	Lane County Health Department License is attached (must be valid for duration of permit)
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Proof of liability insurance is attached (must be valid for duration of permit)
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Site Plan is attached
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Signed Proof of Placement Permission is attached (If not property owner)
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Mobile Food Unit has a containment field for the water
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Mobile Food Unit has a degreaser system
<input type="radio"/> Yes	<input type="radio"/> No	How will wastewater be disposed? <u>Guaranty disposal station</u>
<input type="radio"/> Yes	<input checked="" type="radio"/> No	Mobile Food Units needs connection to City water &/or sewer (if yes, additional permits required)
<input type="radio"/> Yes	<input type="radio"/> No	Will electrical service be needed? If yes, describe (additional permit may be required)
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Mobile food unit can be secured when not in use

Section 2. Property Owner Information (If not Applicant)

Name: Maria Moreno

Mailing Address: 310 S 10th St Monroe, OR 97456

Email Address: septfeb2@gmail.com Phone: _____

Section 3. Site Information (Location of Mobile Food Unit)

Site Address: 148 Pacific Hwy W. Junction City OR 97448

Zoning: Comm Present Use/Uses: Food service

Section 4. Additional Information

Is this application being filed with other land use applications? NO
If yes, describe:

I acknowledge the information provided is true and accurate. All agreements, terms, and resolutions of conflict between myself and the property owner related to the location and operation on the above referenced property are a private party matter and are neither regulated nor enforced by the City of Junction City. Violation of JCMC Chapter 17.135 or a violation of any applicable land use approval may result in revocation of my Temporary Mobile Food Unit Permit.

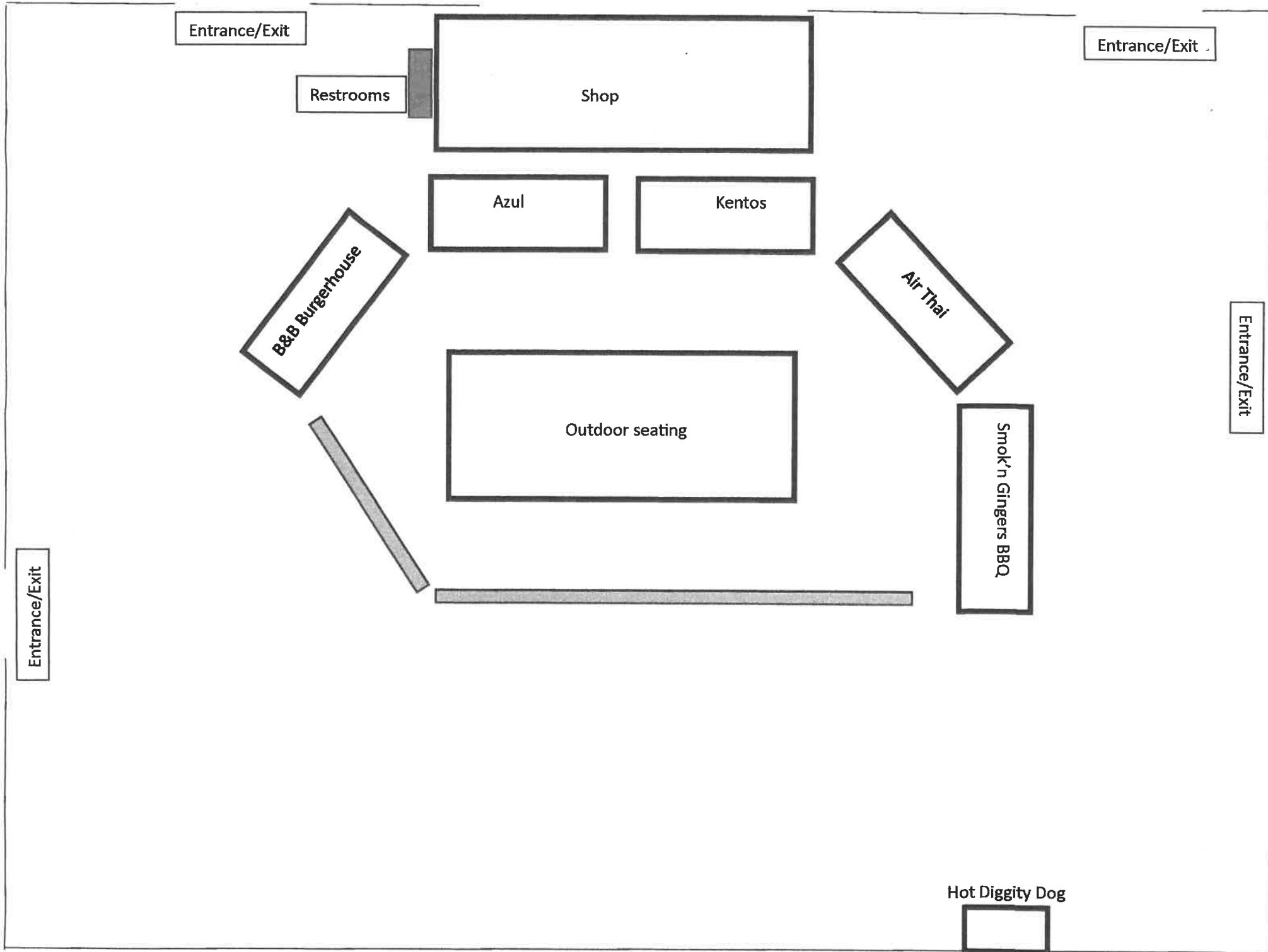
Applicant Signature: [Signature] Date: 6/10/2024

Site Plan must include:

- Location of the mobile food unit on the site
- Uses on surrounding properties.
- Vehicle parking and access
- On-site parking (if any)
- Pedestrian access/circulation (public sidewalks and on-site walkways)
- Exterior lighting
- Signage, other than painted/written directly on mobile food unit (may require sign permit)

Use this space or separate paper for site plan.

See Attached





CITY OF JUNCTION CITY
PROOF OF PLACEMENT PERMISSION
PROPERTY OWNER APPROVAL

Property Address:	
Property Owner Name:	
Owner Mailing Address:	
Mobile Food Operator Name:	
Mobile Food Unit Business Name:	
By signing this form, I, as the property owner, authorize the above-named Mobile Food Unit Operator to conduct business on my property. I understand that all agreements, terms, and resolutions of conflict between myself and the Mobile Food Unit Operator related to their location and operation on the above referenced property are private party matters and are neither regulated nor enforced by the City of Junction City.	
Property Owner Signature:	Date:

See attached

Food Truck Lease Agreement

Landlord: ACTA **Tenant:** AZUL

Property Address: 190 W 1st Avenue Junction City, OR 97448

Term of Lease: Month to Month

1. Premises: The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the designated area on the Property for the operation of the Tenant's food truck.

2. Term: This lease shall commence on 6/01/2024. This lease may be renewed upon mutual agreement of both parties.

3. Rent: The Tenant agrees to pay the Landlord a monthly rent of \$400.00 due on the first of each month. Rent payments shall be made in advance & can be mailed to PO Box 278 Junction City OR 97448.

* **4. Utilities:** The Tenant shall be responsible for all utility costs associated with operating the food truck, including but not limited to electricity, water, and waste disposal.

5. Maintenance and Repairs: The Tenant shall be responsible for maintaining the cleanliness and appearance of the area around the food truck. The Landlord shall be responsible for maintaining the general upkeep of the Property.

6. Permits and Licenses: The Tenant shall obtain and maintain all necessary permits, licenses, and certifications required to operate the food truck on the Property. The Tenant shall provide copies of these permits to the Landlord upon request.

7. Use of Premises: The Tenant shall use the designated area solely for the operation of a food truck and shall not use the area for any other purpose without the prior written consent of the Landlord.

8. Compliance with Laws: The Tenant shall comply with all applicable laws, regulations, and ordinances related to the operation of a food truck, including health and safety regulations.

* **9. Insurance:** The Tenant shall maintain general liability insurance with a minimum coverage of \$. The Landlord shall be named as an additional insured on the policy.

10. Indemnification: The Tenant shall indemnify and hold the Landlord harmless from and against any and all claims, damages, liabilities, costs, and expenses arising out of the Tenant's use of the designated area.

11. Termination: Either party may terminate this lease upon 30 days' written notice to the other party. In the event of termination, the Tenant shall vacate the premises and remove all personal property.

12. Governing Law: This lease shall be governed by and construed in accordance with the laws of [State].

13. Entire Agreement: This lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.

14. Signatures: This lease agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* **ACTA Representative Signature:**  Date: 8-11-24

Tenant Signature:  Date: 8-11-2024

**Lane County Environmental Health
Class 4 (Mobile-Self-Contained)**

Establishment ID: 203834

Azul Latin Kitchen
1650 Pacific Hwy
Junction City OR 97448

Maria Moreno
310 S. 10th St.
Monroe OR 97456



PUBLIC HEALTH
Prevent. Promote. Protect.
ENVIRONMENTAL HEALTH
SECTION

Issue Date: 01/01/2024

Expiration Date: 12/31/2024

License Fee Paid: \$400.00

Reference #:

Jocelyn T. Warren, Administrator

THIS LICENSE IS NOT TRANSFERABLE AND MUST BE POSTED IN A CONSPICUOUS PLACE

Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Declaration effective from:	September 27, 2023
Policy No.:	P101.828.376.2
Renewal of:	UDC-5248685-CGL-22
Named Insured:	Azul Latin Kitchen LLC
Address:	310 S 10th St Monroe, OR 97456
Email Address:	azul.latinkitchen@gmail.com

Policy period:	From: September 27, 2023	To: September 27, 2024
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At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:	Limited Liability Company
Each Occurrence Limit:	\$1,000,000
Damage to Premises Rented to You Limit:	\$100,000 Any one premises
Medical Expense Limit:	\$5,000 Any one person
Personal & Advertising Injury Limit:	\$1,000,000 Any one person or organization
General Aggregate Limit:	\$2,000,000
Products/Completed Operations Aggregate Limit:	\$2,000,000
Supplemental Business Personal Property Floater Coverage Limit:	\$10,000
Supplemental Business Personal Property Floater Coverage Deductible:	\$500

All Premises You Own, Rent or Occupy

Premises Number:	1
Address:	1813 HWY 99 West Corvallis, OR 97333
Premises Number:	2
Address:	310 S 10th St Monroe, OR 97456
Premises Number:	3
Address:	94622 State Hwy 99 N Junction City, OR 97448

Total Premium:

1,284.00

Attachments:

See attached Forms and Endorsements Schedule.

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.



President



Secretary



Authorized Representative



MEMO

To: Maria Moreno – Azul Latin Kitchen (190 Ivy Street)

From: Permit Technician Dawn Northey

Date: May 8, 2024

Re: Mobile Food Unit Application

Please find enclosed a Mobile Food Truck application. Our records show that your annual permit has expired. Please submit your application along with the required documents and fee of \$100 to the Building and Planning office located at 1171 Elm Street between the hours of 7 AM and 3:30 PM.

The following documents are required in order for your application to be deemed complete.

- ✓ • Lane County Health Department License
- ✓ • Proof of Liability Insurance
- ✓ • Site Plan
- ✓ • Signed Proof of Placement Permission form *Lease agreement*

Should you have questions please reach out to our office at 541.998.4763

Sincerely,

Dawn Northey, Permit Technician for City of Junction City