City of Knoxville
Mobile Food Vendor Pilot Program

Article I. Purpose. The City of Knoxville Mobile Food Vendor Pilot Program (the “Pilot Program”) is a one year program that (1) will provide the City with evaluative data and feedback in preparation for any legislation; (2) will allow flexibility to adjust operations as needed; (3) will acquaint the public with the program; and (4) will allow the City to estimate costs and staffing needs.

Article II. Definitions.

a. Commissary. A fixed, non-mobile establishment or any other place used for the storage of supplies, the preparation of food to be sold or served at or by Mobile Food Vendor, and the cleaning and servicing of the Mobile Food Vending Unit.

b. Food products. Food products are those products that are ready for immediate consumption. The term “food products” does not include fresh produce.

c. Mobile Food Vending Unit. A Mobile Food Vending Unit (“Unit”) is an enclosed unit, truck, or trailer, or similar vehicle-mounted unit that is:
   i. mobile or capable of being moved by a licensed motor vehicle;
   ii. independent with respect to water, waste water, and power utilities;
   iii. used for the preparation, sale, or donation of food products and beverages; and
   iv. no larger than thirty-five (35) feet.

d. Operate. To “operate” or “operation” shall mean all activities associated with the conduct of business, including, but not limited to, set up, take down, and actual hours where the Unit is open for business.

e. Right-of-Way. For the purposes of this Pilot Program, right-of-way shall mean streets where public parking is allowed and includes marked or unmarked parking spaces thereon.

f. Mobile Food Vendor. A Mobile Food Vendor (“Vendor”) is any individual engaged in the operation of a Unit; if more than one individual is operating a single Unit, then Vendor shall include all individuals operating such single Unit.

Article III. Placement and Operation of Mobile Food Vending Units.

a. Mobile Vending Generally. The following requirements apply to all Units and Vendors operating at any location, whether on the right-of-way or on private property, within the City of Knoxville:

   i. Compliance with Laws. Unit placement and operation must adhere to federal, state, and local laws, regulations, and policies. Local laws, regulations, and policies include, but are not limited to, Knoxville’s zoning ordinances, noise ordinances, stormwater regulations, and fire code.

   ii. Commissary. If the Vendor has a Commissary, such Commissary shall not be located in any residential district.

   iii. Distance between Units. While operating, Units shall be at least three (3) feet from other Units.
iv. **Electrical Inspection.** All Units that operate on private property and use electrical service provided by the private property owner, operator, or tenant are required to be inspected by the Plans Review and Inspections Department. Units shall comply with the version of the National Electrical Code currently adopted by the City of Knoxville. There shall be no charge for the electrical inspection of the Unit.

v. **Fire Extinguishers Required.** All Units must be equipped with a 2-A:10-B:C 5lb. fire extinguisher that is certified annually by a licensed company. Additionally, Units that produce grease laden vapors (e.g., those units with deep fat fryers or flat top griddles), must have a listed fire suppression system certified bi-annually by a licensed company, supplemented by a certified K-Class fire extinguisher.

vi. **Items for Sale.** A Vendor operating a Unit may only sell food or beverage items as described in the Vendor Permit. Only food and beverage items may be sold from Units; the sale or distribution of merchandise and alcoholic beverages is prohibited.

vii. **Methods of Support.** Units shall not use stakes, rods, or any method of support that must be drilled, driven, or otherwise fixed, into or onto asphalt, pavement, curbs, sidewalks, or buildings.

viii. **Obstruction of Traffic.** Placement of Units and any devices related to the Unit shall not obstruct or impede pedestrian or vehicular traffic, access to driveways, and sight distance for drivers.

ix. **Public Alleys.** Units are prohibited from operating in public alleys.

x. **Service to Pedestrians.** Units shall serve pedestrians only; a drive-thru or drive-in service is prohibited.

xi. **Signs.** A Unit is limited to signs mounted to the exterior of the mobile food establishment and one (1) sandwich board sign with dimensions no larger than twenty-five inches by forty-five inches (25” x 45”). All signs mounted on the Unit shall be secured and mounted flat against the Unit and shall not project more than six inches (6”) from the exterior of the Unit. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic.

xii. **Special Events.** For event and pedestrian safety, Vendors shall not operate on public property within one block of a City-authorized street fair, public festival, farmers’ market, or similar event. Additionally, Vendors shall not operate within the boundaries of a Special Event unless the Vendor has authorization from the event sponsor.

xiii. **Spills.** To prevent discharges into the storm drain system and river, each Unit shall comply with the stormwater regulations of the City of Knoxville. In addition, each Unit shall have a spill response plan and kit onboard to contain and remediate any discharge from the Unit, as specified in the Mobile Food Service Operations BMP, included as Attachment 1.

xiv. **Waste and Recycling.** Vendors shall supply, in a prominent location, trash containers sufficient in size to collect all waste generated by customers and staff of the Unit. In addition, Vendors are encouraged to provide recycling containers for customers and staff, but recycling containers are not required. The Vendor shall keep the area around the Unit clear of litter and debris at all times. All trash and debris generated by customers and staff shall be collected by the Vendor and deposited in their trash or recycling container and removed from the site by the Vendor. The Vendor may deposit excess trash in the garbage toters currently located in aluminum-enclosed areas at four (4) designated spaces in downtown: 200 Block of South Gay Street; 100 Block of South Central Street; State Street Garage; and the 400 Block of Union Avenue. The Vendor shall contain onboard at all times any waste liquids generated by its operations (e.g. oil, wash water, etc.).

b. **Mobile Vending in the Public Right-of-Way.** Mobile Food Vending in public rights-of-way shall be permitted only in Mobile Food Vendor Zones (the “Zones”) specified by the Office of Business
Support and identified by temporary signage. In addition to the general requirements specified in this Article, the following guidelines apply to the Zones:

i. **Additional Structures Prohibited.** Vendors shall not provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, and standup counters. “Additional structures” does not include the waste containers required by Article IV(a)(ix).

ii. **Availability.** Spaces in the Zones are available to all Vendors with a Vendor Permit. Vendors’ use of the Zones is subject to availability through a reservation system managed by the Knoxville Mobile Restaurant Association. The reservation system is a first-come, first-served system and permitted Vendors shall be allowed two reservations at any given time. Reservations may be scheduled up to six months in advance.

iii. **Electrical Service.** Electrical service shall be provided only by an onboard generator.

iv. **Funding of Meters.** During permitted operations, Vendors in the Zones are not required to fund parking meters that may be located at the Zones.

v. **Parking Direction.** Units shall park in the same direction as traffic, with no more than eighteen inches (18") between the curb face or edge of pavement and with the service window of the Unit facing the curb.

vi. **Pedestrian Travel Path.** Mobile Food Vending from the Zones shall not reduce the clear pedestrian path of travel on the sidewalk to less than six feet (6’). This includes all components of the Unit. All awnings or canopies of the Unit shall be at least six feet, eight inches (6’8") above the sidewalk.

vii. **Preparation Outside of the Unit.** While operating in a Zone, any food and beverage preparation outside of the Unit (e.g. smoking of meat, roasting of corn) shall not obstruct vehicular or pedestrian traffic, and such preparation shall not create safety hazards for the public. However, Vendors shall not serve food to customers directly from any outside preparation unit.

viii. **Sound Amplification.** While operating in a Zone, Units shall not use amplification equipment to project sounds, music, or voices.

ix. **Zones Defined.** Vendors shall operate only within the designated Zones and at the designated times, as specified in Attachment 2, Mobile Food Zones. Notification of changes to Zones will be emailed to current permit holders and posted on the City’s website.

x. **Zones as Temporary.** The use, marking, or designation of spaces for Mobile Food Vending does not grant Vendors a vested right or property interest in any specific space. The Zones may be adjusted or removed if such adjustment or removal is determined to be in the interest of public health, safety, and welfare.

c. **Mobile Vending on Private Property.** In addition to the general requirements specified in this Article, the following guidelines apply to Vendors operating on private property:

i. **Additional Structures.** Permission from the property owner is required before the Vendor provides or allows any dining area, including but not limited to tables, chairs, booths, bar stools, benches and standup counters. Such permission may be included in the Letter of Permission. Under no circumstances shall these dining areas encroach into the public right-of-way.

ii. **District Restrictions.** Mobile Vending on private property is only permitted in Commercial Districts and Form Based Code Districts as defined in the City of Knoxville Zoning Code.

iii. **Electrical Service.** Electrical service shall be provided only by an onboard generator, unless (1) permission has been given by the operator of the property to hook-up to electricity from the property; and (2) such hook-up has been inspected and approved by the Plans
Article IV. Mobile Food Vendor Permits.

a. Mobile Food Vendor Permit Required. A Mobile Food Vendor Permit (“Vendor Permit”) is required by all Vendors in order to vend in the City of Knoxville. The Permit is required for each Unit and the Vendor Permit is non-transferrable. All Vendor Permits shall be prominently displayed on the Unit.

i. Right of Way Permit. Vendors who wish to operate in the Zones shall obtain a Right of Way Permit. This Permit allows the Vendor to operate in the Zones and on private property, pursuant to the rules and regulations of the Pilot Program.

ii. Private Property Permit. Vendors who wish to only operate on private property shall obtain a Private Property Permit. This Permit allows the Vendor to operate only on private property, pursuant to the rules and regulations of the Pilot Program.

b. Application. Every Vendor desiring to engage in Mobile Food Vending shall submit an application for a Vendor Permit to the Office of Business Support. All Vendors shall obtain necessary inspections and permits otherwise required by the City of Knoxville and Knox County to operate a Unit (e.g., the Knox County Health Department, Knoxville Utilities Board). In addition to the information required by the application, the Office of Business Support may request other information reasonably required. The Permit application shall not be considered complete until the Office of Business Support has all information as required by the application or otherwise.

c. Issuance of Permit. Once the application is complete, the Office of Business Support shall forward the application to the Plans Review and Inspections Department. The Plans Review and Inspections Department shall issue the Vendor Permit within fourteen (14) business days. The Vendor Permit shall be valid for either one calendar year from the date of issuance, or until the cessation of the Pilot Program, whichever date occurs first.

d. Fees. An application for a Vendor Permit under this Pilot Program shall be accompanied the following fee established by and subject to change by the Office of Business Support: Four
Hundred Dollars ($400.00) for a Right of Way Permit and Two Hundred Dollars ($200.00) for Private Property Permit. There shall be no proration of fees. Fees are non-refundable once a Vendor Permit has been issued by the Plans Review and Inspections Department. The Office of Business Support shall collect the applicable Vendor Permit fee at the time of application.

e. **Inspections after Permitting.** Permitted operations will be inspected periodically and without notice by representatives of various City departments to ensure compliance with the Pilot Program.

f. **Revocation of Permit.** The Plans Review and Inspections Department may suspend or revoke a Vendor Permit if the Department discovers that:
   i. An applicant obtained the Vendor Permit by knowingly provided false information on the application;
   ii. The continuation of the Vendor’s Permit presents a significant threat to public health or safety; or
   iii. The Vendor or Unit violates these regulations.

g. **Complaints; Appeals.** If a complaint is filed with the Office of Business Support, the Plans Review and Inspections Department, or 311 alleging that a Vendor has violated the provisions of this Pilot Program, the Office of Business Support Business Liaison shall notify the Vendor of the complaint and the Plans Review and Inspections Department shall investigate the complaint. The Vendor shall be invited to respond to the complaint, present evidence, and respond to evidence produced by the investigation. If the Plans Review and Inspections Department, after reviewing all relevant material, finds the complaint to be supported by a preponderance of the evidence, the Plans Review and Inspections Department may revoke the Vendor Permit or take other enforcement action as provided in the Knoxville City Code.

**Article V. Additional Permits Needed.** If a private property operator wants to offer shore power on the property for use by Units, the private property operator shall obtain either an electrical safety inspection or electrical permit. If a private property operator wants to allow Units to operate on the property outside of the designated parking spaces, the operator shall obtain a Site Permit as further described in this Article.

a. **Site Permit Required.** A Mobile Food Vendor Site Permit (“Site Permit”) is required for before a Vendor can operate on private property outside of the designated parking spaces. The Site Permit indicates approval of the placement of Units on private property. The Site Permit shall be prominently displayed on the Unit while operating on such private property.

   i. **Application.** The private property operator shall submit an application for a Site Permit to the Plans Review and Inspections Department. The application for the Site Permit shall illustrate the dimensions of the private property, including any access by driveways; the dimensions of the Unit; required parking; and compliance with setback requirements. The fee for the Site Permit is Fifty Dollars ($50.00) and the Plans Review and Inspections Department shall collect the Site Permit fee at the time of application.

   ii. **Issuance of Site Permit.** If the applicant provides all the necessary information and meets criteria for issuance of a Site Permit, the Plans Review and Inspections Department shall issue the Site Permit within fourteen (14) business days of its application. The Site Permit shall be valid for either one calendar year from the date of issuance, or until the cessation
of the Pilot Program, whichever date occurs first. The Site Permit is specific to the property, not the applicant; therefore, the permit may be used by any Vendor participating in the Pilot Program.

iii. **Printing of Site Permit.** If a Site Permit has been issued for the private property, anyone with a letter of permission as described in Article III(c)(iii) may request and use a copy of such Site Permit from the Plans Review and Inspections Department. The cost of obtaining such Site Permit from the Department shall be $0.15 per page.

b. **Electrical Service.** In order to be used by Units as part of the Pilot Program, all new and existing electrical service components on private property require inspection and approval by the Plans Review and Inspections Department. The Plans Review and Inspections Department shall indicate approval of the electrical service components on the Site Permit.

i. **Permit for New Electrical Service.** If an electrical component is newly installed on the private property, the installation shall be completed by a licensed electrician who pulls an electrical permit with the Department. The fee for such electrical permit is in accordance with the Knoxville Electrical Ordinance, and is based on the number and type of devices inspected (the minimum fee for such permit is $37.00). The electrical permit for newly installed hook-ups includes a final inspection.

ii. **Safety Inspection of Existing Electrical Service.** If the private property has an electrical service component for use by Units, the Plans Review and Inspections Department shall conduct a safety inspection of the component. The cost of this safety inspection is in accordance with the Knoxville Electrical Ordinance, and based on the number and type of devices inspected. Once the initial electrical safety inspection is approved, and logged as part of the Pilot Program, annual safety inspections are not required to renew site permits in subsequent years.

c. **Inspections after Permitting.** Permitted operations will be inspected periodically and without notice by representatives of various City departments to ensure compliance with the Pilot Program.

d. **Revocation of Permit.** The Plans Review and Inspections Department may suspend or revoke a Vendor Permit if the Department discovers that:
   i. An applicant obtained the Vendor Permit by knowingly provided false information on the application;
   ii. The continuation of the Vendor’s Permit presents a significant threat to public health or safety; or
   iii. The Vendor or Unit violates these regulations.

e. **Complaints; Appeals.** If a complaint is filed with the Office of Business Support, the Plans Review and Inspections Department, or 311 alleging a Vendor has violated the provisions of this Pilot Program, the Office of Business Support Business Liaison shall notify the Vendor of the complaint and the Plans Review and Inspections Department shall investigate the complaint. The Vendor shall be invited to respond to the complaint, present evidence, and respond to evidence produced by the investigation. If the Plans Review and Inspections Department, after reviewing all relevant material, finds the complaint to be supported by a preponderance of the evidence, the Plans Review and Inspections Department may revoke the Vendor Permit or take other enforcement action as provided in the Knoxville Code of Ordinances.
Article VI. **Modification of the Pilot Program.** During the Pilot Program, the Mobile Food Vending Program may be modified by the Office of Business Support based upon evaluative information received. This modification may include, but is not limited to, the expansion or removal of Zones. Notification of changes to the Pilot Program will be emailed to current permit holders and posted on the City’s website.

Article VII. **Indemnity for Benefit of the City and Insurance.**

a. **Indemnity.** Any Vendor operating under this Pilot Program shall defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, claims, liabilities, damages, losses, and expenses (including, but not limited to, court costs, reasonable attorney fees, and costs of claim processing, investigation, and litigation) for losses caused in whole or in part by the negligent acts, errors, or omissions of the Vendor in performance of its operations or from the Vendor’s failure to perform its operations using a due and reasonable standard of professional care and skill (“Indemnified Claim”), and except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. The amount and type of insurance coverage requirements set forth in this pilot will in no way be construed as limiting the scope of the indemnity in this section.

The Vendor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action involving an Indemnified Claim upon written notice and demand for same by the City. The Vendor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as the Vendor may request. The Vendor will not consent to the entry of any judgment or enter into any settlement with respect to an Indemnified Claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against an Indemnified Claim with counsel of its choice at its own expense.

The Vendor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City with respect to any Indemnified Claim.

The indemnification and hold harmless provisions required by this Pilot Program shall survive termination of the pilot.

b. **Insurance.** Any Vendor or applicant for a Mobile Food Vending Unit shall give and maintain insurance policies as required by this section. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better; modification of this standard may be considered upon appeal to the City Law Director. Copies of such insurance policies shall be filed with the Office of Business Support. If the policy of insurance required by this section lapses for any reason, the permit issued shall become void for such mobile food vending permittee.

i. **Commercial General and Umbrella Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this pilot or be no less than $3,000,000. Such insurance shall:
1. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the vendor including food products, materials, parts, or equipment sold, furnished or utilized in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

2. For any claims related to this project, Vendor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

ii. **Automobile Liability Insurance**; including vehicles owned, hired, and non-owned, with a combined single limit of not less than $1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Vendor.

iii. **Workers’ Compensation Insurance**; If applicable, Vendors shall maintain workers’ compensation insurance with statutory limits as may be required by the State of Tennessee or other applicable laws and employers’ liability insurance with limits of not less than $500,000.

iv. **Other Insurance Requirements**; The Vendor shall:
   1. Prior to commencement of operations, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days’ prior written notice to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
   2. Upon the City’s request, provide certified copies of endorsements in addition to certificates of insurance.
   3. Replace certificates and endorsements for any such insurance expiring prior to completion of operations.
   4. Maintain such insurance at all times during its operations. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a violation of these guidelines.
   5. Disclose any deductibles and/or self-insured retentions greater than $50,000, which must approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.
   6. Agree, through its insurer, to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from the Vendor’s operations. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
Targeted Constituents

<table>
<thead>
<tr>
<th>● Significant Benefit</th>
<th>● Partial Benefit</th>
<th>○ Low or Unknown Benefit</th>
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</thead>
<tbody>
<tr>
<td>○ Sediment</td>
<td>○ Heavy Metals</td>
<td>● Floatable Materials</td>
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<tr>
<td></td>
<td></td>
<td>○ Oxygen Demanding Substances</td>
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<td>● Nutrients</td>
<td>● Toxic Materials</td>
<td>● Oil &amp; Grease</td>
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<td></td>
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<td>● Bacteria &amp; Viruses</td>
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<td></td>
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<td>○ Construction Wastes</td>
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Description
Prevent or reduce the discharge of pollutants to storm drainage systems and to natural streams from mobile businesses that provide food services. Food and food byproducts damage natural streams and aquatic life by promoting harmful pathogens and depleting dissolved oxygen.

General Considerations
The City of Knoxville has separate sanitary sewer systems and storm drainage systems. Storm drains located outdoors are intended to convey rainwater runoff directly to the nearest stream to prevent ponding and flooding. Any spills, leaks, or discharges to the storm drainage system will enter the natural stream without treatment. Commissaries will require a Special Pollution Abatement Permit prior to construction.

Recommended BMP’s
- Discharge all wastewater to an approved restaurant, commissary, or RV dump site that can accept and discharge wastewater to the sanitary sewer.
- Inspect all water and wastewater plumbing connections on a daily basis.
- Clean floor mats and equipment in an area that drains to the sanitary sewer.
- Exterior washing of catering vehicles shall be conducted only at a commercial car wash or approved commissary.
- Store all used cooking oil in appropriate containers inside the vehicle.
- Have a complete emergency spill response kit on vehicle. The kit must include; absorbents e.g. pads, booms, kitty litter, a secondary containment vessel or pan, and an absorbent sock large enough to cover the opening to the closest stormdrain inlet.
- Educate all employees on potential dangers to storm drain and the environment from spills and leaks. Train employees in spill prevention and cleanup procedures for the area surrounding the food truck.
- Please remove all trash from setup site daily and dispose of it properly.
- Report spills and illegal dumping to the storm drains or local waterways to the Water Quality Hotline at (865) 215-4147 or 311.

Related BMPs
The following list of BMPs are also helpful for mobile food handling services and businesses:

AM-01 Employee Training
IC-01 Non-Stormwater Discharges to Storm Drain
IC-07 Food Service and Handling
IC-08 Power or Pressure Washing
IC-11 Kitchen Exhaust Cleaning

References
31, 33, 34, 35, 99, 103, 138, 193, 197 (see BMP Manual Chapter 10 for list)
City of Knoxville
Mobile Food Vendor Pilot Program

Attachment 2, Mobile Food Zones—Phase 1
Aerial map available online here.

<table>
<thead>
<tr>
<th></th>
<th>General Zone Location</th>
<th>Additional Description of Location</th>
<th>Type</th>
<th>Time Allowed</th>
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<tbody>
<tr>
<td>1</td>
<td>Main Street &amp; Locust Street</td>
<td>South side of Main Street, in front of the Bank of America building</td>
<td>Metered</td>
<td>10:00 am to 2:00 pm</td>
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<tr>
<td>2</td>
<td>West Church Ave. &amp; State Street</td>
<td>North side of West Church Avenue, east of State Street and west of the KAT transit station</td>
<td>Metered</td>
<td>7:00 am to 2:00 am</td>
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<td>3</td>
<td>300 Block of South Gay Street</td>
<td>West side of Gay Street, adjacent to the TVA credit union</td>
<td>2 Hour Parking</td>
<td>10:00 am to 2:00 pm; 4:00 pm to 8:00 pm</td>
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<tr>
<td>4</td>
<td>200 Block of South Gay Street</td>
<td>East side of Gay Street, adjacent to the Treble Clef Park</td>
<td>Commercial Loading</td>
<td>6:00 am to 10:00 am; 10:00 pm to 2:00 am</td>
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<tr>
<td>5</td>
<td>200 Block of East Jackson Avenue</td>
<td>North side of East Jackson Ave., underneath James White Pkwy</td>
<td>Unmarked</td>
<td>10:00 pm to 2:00 am</td>
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