



MOBILE VENDOR LICENSE INFORMATION PACKET

City Clerk's Office
50 W. 13th St.
Dubuque, IA 52001
563-589-4122

When is Mobile Vendor License required?

A vendor that operates a mobile food unit, food or beverage pushcart, or temporary food stand in the public right-of-way is required to obtain a Mobile Vendor License.

The completed Mobile Vendor License Application must be submitted to the City Clerk's Office at least 30 days prior to the vending start date.

Types of Vendor Units may include, but are not limited to:

1. Pushcart shall mean a stand-alone, portable, or stationary, self-contained unit for selling food, merchandise, beverages, products, or wares that is maintained upon any part of the public right-of-way. Size of cart must be no larger than four (4) feet wide by six (6) feet long, have a push handle and locking wheels.
2. Mobile Vendor shall mean a self-contained, readily movable, or stationary, wheeled vehicle, either motorized or within a trailer, on the public right-of-way that prepares and/or serves food, offers merchandise, products, services, or wares. This includes a mobile vending unit that engages in intermittent sales (moving from place to place or stationary) in the public right-of-way (e.g. ice cream truck).

Other License Required

A vendor that operates a food or beverage pushcart, mobile food unit, or temporary food stand must: be licensed by the Iowa Department of Inspections and Appeals and approved for food service by the City of Dubuque Health Services Department. This license must always be displayed on the vendor unit.

Permitted Hours of Operation

Vendors are only permitted to operate from 6:30 a.m. to 10 p.m., 7 days a week.

General Rules:

1. All federal, state, and local statutes, ordinances, regulations and laws concerning the business operation of a vendor unit must be met.
2. The vendor unit shall not inhibit or block the normal flow of pedestrian or vehicular traffic along the public right-of-way.
3. All sales activities, including the transfer of food, beverages, products, merchandise, or wares to the customer, shall occur only on the pedestrian sides of the vendor unit and not in the traveled portion of the public right-of-way.
4. No loudspeaker or other sound system which may disturb the peace in the vendor unit location is permitted. Music from a vendor unit is permitted to draw attention to the sales operation but shall not be of a magnitude to create a disturbance in the area where the vendor unit locates.
5. No more than one (1) sandwich board type sign (also known as A frame sign), no larger than six (6) square feet is permitted and shall be placed only on the sidewalk within five (5) feet of the vendor unit. location.
6. Vendor unit must be legally parked in a metered space or spaces and pay the required meter fee while at their location.
7. The vendor is responsible for providing trash receptacles for customer use and keeping the area around and within 10 feet of the vendor unit or pushcart free from trash, debris, garbage, and other hazardous conditions at all times. This includes products spilled on the public right-of-way as a direct result of the business operation. Trash from vendor units must be disposed of by private means and not in any publicly-provided trash receptacles.

8. No vendor unit shall park or locate within 100 feet of the entrance to a business establishment (measured as a 100-foot buffer of a point, located at the center of the primary entrance of a business establishment) which is open for business and is offering the same or similar product as offered by the mobile vendor.

A. Special location requirements:

1. Port of Dubuque: vendor unit shall locate no closer than 70 feet on Bell St. and Fifth St.

This allows four vendors on each street. Two vendor units can locate on the Riverwalk between the American Trust River's Edge Plaza and the Alliant Energy Amphitheater and a maximum of two vendors on the Riverwalk between the floodwall gates and the Diamond Jo Portside Building. One vendor unit can locate in Ice Harbor Park west of the entrance to the National Mississippi River Museum and Aquarium. The exception would be during a permitted special event.

2. Hawthorne Street: a maximum of four vendor units can locate in the grassy area near the Hawthorne Street ramp. The exception would be during a permitted special event.

9. The license does not give the vendor exclusive and/or continuous rights for sales of products in any vending location(s) chosen.

10. The vendor shall not sell, give or otherwise dispense alcoholic beverages on public right-of-way unless a special event permit has been obtained. Contact the City Clerk's Office for more information on the Special Event Application Process at 563-589-4122.

11. The license may be immediately revoked by the Mobile Vendor Agreement Application by the City for any violation of the terms hereof.

12. The license is not transferable.

Required Documents to Request a License:

1. Completed the Mobile Vendor License Application.
2. Signed Indemnity Agreement holding the City of Dubuque, its officers and employees harmless from and against any claims arising out of the use of the public right-of-way.
3. Submit a certificate of insurance and the insurance endorsements meeting the City's minimum requirements.
4. Submit photo(s) of vending unit(s).
5. Applicable fees submitted at time of application.

Fees:

6-month license - \$50

Yearly license - \$100

No refunds will be given if vendor ceases operation before license expires.

How to submit the application and other required documents:

Applications can be submitted online through [Citizenserve](#) or the paper application included in this packet can be submitted to the City Clerk's Office in City Hall located at 50 W. 13th St.

What are the steps in the application review and approval process?

All required documents should be submitted to the City Clerk's Office. Once the documents have been submitted, the following procedure takes place:

1. Application is reviewed by City staff for approval.
2. When approved, applicant will be notified, and license will be issued.

How long does the application process take?

It takes approximately 2 weeks to process a completed application after all required documents have been submitted. A mobile vendor cannot start operation until the application is approved and a license is issued.

Can a Mobile Vendor locate on private property?

A Mobile Vendor can locate on private property; however, permission from the property owner must be obtained. A Mobile Vendor License is not required to locate on private property.

Is a Mobile Vendor License required when participating in a Special Event?

Mobile vending units operating in conjunction with a permitted special event are not required to obtain a mobile vendor license; however, other types of permits or licenses may be required and are subject to inspection and restriction. For more information on the special event permitting process, contact the City Clerk's Office at 563-589-4122.

Can a license be denied or revoked?

At any time, the City may deny or revoke a mobile vendor permit for any of the following reasons:

1. Any fraud, misrepresentation or false statement contained in the application;
2. Any fraud, misrepresentation or false statement made in connection with the selling of products;
3. Any violation of the license conditions

Grounds for denial or revocation may include violation of state liquor control laws, violation of the City of Dubuque Code of Ordinances, or the creation of a safety hazard, health hazard or public nuisance.

Within ten (10) days after written notice of denial or revocation, an applicant may file with the City Clerk a written notice of appeal to the City Manager from such denial or revocation.

Note: This booklet is a general guide and not intended to cover every aspect of the regulations for a Mobile Vendor License and should not be considered the final or definitive authority and does not supersede any part of state or local codes.

CITY OF DUBUQUE, IOWA
MOBILE VENDOR LICENSE APPLICATION
Complete and return to City Clerk's Office

Date _____

Type of Vending Unit: Pushcart Mobile Vendor Unit Other: _____

Business Name: _____

Contact Name: _____ **Phone:** _____

Business Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Business Phone: _____ **Business Email:** _____

Size of Vending Unit: _____ . Include photo(s) with application.

Hours of operation: _____

Location of vendor unit: _____

CERTIFICATION: I/we, the undersigned, do hereby certify that:

The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

I understand that any missing documentation may delay license approval.

I further understand that should I commit a violation of the terms and conditions of this license; my license may be revoked.

I agree that I will obtain any other licenses necessary and will follow the guidelines and requirements set forth in this agreement. I have read the Mobile Vendor Packet and have accurately and truthfully completed the application.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

FOR OFFICE USE ONLY - APPLICATION SUBMITTAL CHECKLIST

Completed Application Indemnity Agreement Insurance Certificate Photo(s) Payment

Department Review:

City Clerk Engineering Health Police Fire Parking Leisure Services

City Manager: Approved _____ Denied _____

INDEMNITY AGREEMENT

Complete and return to City Clerk's Office

In consideration for the granting of permission by the City of Dubuque, Iowa to the undersigned for the use of the following described property (e.g. Downtown District, West End District)

For the following purpose only (e.g. food vending, car detailing, mobile boutique):

The undersigned agrees to indemnify and hold harmless the City of Dubuque, its agents, officers and employees from and against all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees, upon receipt of notice from the City of Dubuque, to defend at its own expense the City of Dubuque from any action or proceeding against the City of Dubuque arising out of or caused by the use of such property. The City of Dubuque may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the City in the action.

I HAVE READ THIS INDEMNITY AGREEMENT, I UNDERSTAND THE EFFECT OF THIS INDEMNITY AGREEMENT, AND I AM SIGNING THIS INDEMNITY AGREEMENT VOLUNTARILY.

Dated this _____ day of _____ 20____

By: _____

Title: _____

INSURANCE CERTIFICATE

Attach certificate and endorsements to application and return to City Clerk's Office. See following pages for insurance requirements (Schedule A). Please provide the following pages to your insurance provider.

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Chief Financial Officer. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessees, licensees, or permittee limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include the agent's name, phone number and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in risk or other special circumstances during the term of the agreement, subject to the written mutual agreement attached hereto.

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with the ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa
Coverage B	Employers Liability
	Each Accident \$100,000
	Each Employee-Disease \$100,000
	Policy Limit-Disease \$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) POLLUTION LIABILITY

Coverage required: Yes No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for the abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution products and completed operations coverage shall also be covered.

Each occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

Yes No

Amount \$_____

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS	\$1,000,000
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Yes No

The General Liability, Automobile Liability and Employer's Liability insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

Yes No

If Required Coverage \$_____

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
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Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)