

# City of Dubuque

## Farmers' Market Permit Application

This completed application must be submitted at least **60 days** prior to the farmers' market start date

The City of Dubuque proudly supports farmers' markets as one way to provide healthy local foods to the community. Farmers' Markets operate as special events on public property. As such, many of the same requirements of the City's [Special Event Permit](#) apply. However, a farmers' market may operate on a regular basis for one year under a single application. A person, entity, or organization that wishes to operate a farmers' market must complete and submit this form.

### Requirements of a Farmers Market

To qualify for the farmers' market permit, the following requirements must be met:

1. Farmers' Market Definition: Event must operate as a farmers' market. The State of Iowa defines a farmers' market as "a marketplace which operates seasonally principally as a common market for fresh fruits and vegetables on a retail basis for off-the-premises consumption."
2. Types of Goods: At least 50% of vendors at the market must sell fresh fruits and vegetables, meats, eggs, dairy goods, bakery goods, honey, salsa, jams and jellies, pickles, syrup, sauces, wine, spices, bedding and potted plants, cut flowers, and/or pet treats/pet food. Other product categories may be allowed to meet the market needs, if they support rather than impair the market's primary function of facilitating farm or producer direct sales. Any applicable food processing rules apply to products being sold.
3. Market Manager Responsibilities: Each farmers' market must identify and designate a market manager. Leadership of a responsible market manager is key to the success of a farmers' market. The market manager is responsible for the following activities before, during and after the market:
  - Act as the administrator of the market, exercising general supervision over the market and its activities. Keep the operation of the market running smoothly and effectively.
  - Facilitate compliance of all vendors with applicable State and City regulations. This includes ensuring that vendors have obtained Farmers Market Food Establishment License, Mobile Food Unit License, or Temporary Food Establishment License. License applications and guidance for vendors can be found on the City's Food License, Safety & Inspection [webpage](#).
  - Communicate and ensure information flows between City staff, vendors, and neighboring businesses and residents. Keep vendors aware of market policies, City requirements, etc.
  - Serve as quality control person for the market. All products must comply with the food guidelines developed for the market and applicable regulations.
  - Maintain a clean, attractive and safe market at all times. This includes appropriate management of barricades and other pedestrian and vehicle management tools, waste management, and electricity use.
  - Arrange for someone to be responsible for the market during any absences.

- Follow additional best practices as recommended in the Iowa Farmers' Market Development Manual.

Failure to comply with these responsibilities may result in the loss of the farmers' market permit, and/or denial of future permit applications.

#### 4. Alcohol

- a. Tastings: No more than 10% of vendors may serve alcohol tastings as defined in Iowa Administrative Code Section 185-16.7 as part of the farmers' market. These vendors must be identified on the market site plan. All vendors must comply with applicable Iowa Alcoholic Beverages Division (ABD) rules. More information on beer/liquor licenses can be found on the City's Beer/Wine/Liquor Licenses [webpage](#).
- b. Licensing Requirements: The sale and serving of alcoholic beverages for on-site consumption requires a retail alcohol license. Each business that will sell and serve alcohol must apply for a retail alcohol license through the Iowa Alcoholic Beverages Division (ABD). The location where alcohol will be sold and served must be indicated on the market site plan. Alcohol tastings and the sale and serving of alcohol cannot both occur in the area designated as a farmers' market. If both occur at the same time, a designated area must be identified for alcohol sales and consumption, and individuals may not remove alcohol from this area to the farmers' market area.

5. Utilities: If electrical/water sources will be needed, please note whether you intend to use City of Dubuque power/water or self-contained sources such as generators and bottled water. If City utilities will be used, connection and payment arrangements must be made with the appropriate City department (electrical: 563-589-4155, water: 563-589-4291).

6. Recycling And Waste Management: The use of aluminum cans and aluminum bottles shall be allowed as a beverage container option. Styrofoam cups and glass bottles are prohibited. Special Event Recycling Units are required and available free of charge for community events through the Dubuque Metropolitan Area Solid Waste Agency (DMASWA). These units help reduce recyclable waste at community events. Bins are easy to assemble, have a capacity of 45 gallons and can withstand most winds. Reserve the units needed at [www.dmaswa.org/eventrecycling](http://www.dmaswa.org/eventrecycling).

7. Portable Toilets: The City of Dubuque Health Services Department requires 2 portable toilets per 1000 people at non-alcohol events and 4 portable toilets per 1000 people at events where alcohol is served. These recommendations vary based on the type and length of the event. The Health Services Department will review all special event applications and site plans and may require additional units or periodic servicing. It is the responsibility of the event organizer and at the organizer's expense to obtain the required portable toilets for the event.

#### 8. Bounce Houses, Tents, and Canopies

An operational permit from the Fire Department is required for the following:

- A tent over 400 sq. feet (a tent has 2 or more sides).
- A canopy over 700 sq. feet (a canopy has 0-1 side).
- Any inflatable that people will enter, such as a bounce house.

Free standing tents or canopies are allowed on public right-of-way and city property. All tents and canopies must be properly secured. Tents or canopies with stakes longer than 12" being driven into the ground are not allowed without advance permission from the City. Any damage caused by tents or canopies will be the responsibility of the applicant. Tents are subject to all Fire Code requirements including, but not limited to, exit lighting, fire extinguishers and egress requirements outlined in Chapter 31 of the International Fire Code.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides, which comply with all of the following:
  1. Individual tents having a maximum size of 700 square feet (65 m<sup>2</sup>).
  2. The aggregate area of multiple tents placed side by side without a fire break. Clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65 m<sup>2</sup>) total.
  3. A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be provided.

# FARMERS' MARKET APPLICATION

Farmers' Market Name: \_\_\_\_\_

Farmers' Market Date(s): \_\_\_\_\_

Farmers' Market Time(s): \_\_\_\_\_

Farmers' Market Location: \_\_\_\_\_

Street Closure:  YES  NO Location: \_\_\_\_\_

*\*Please refer to the [Street Closure Packet](#) for requirements.*

Set-Up Date/Time: \_\_\_\_\_ Tear-Down Date/Time: \_\_\_\_\_

Meter Bag(s):  YES  NO Location: \_\_\_\_\_

*\*If meter bags are needed for your event, please contact the Parking Division at 563-589-4267. Please note that fees apply for the use of meter bags.*

Electrical Source: \_\_\_\_\_ Water Source: \_\_\_\_\_

Applicant/Organization Name: \_\_\_\_\_

Applicant/Organization Address: \_\_\_\_\_

Applicant/Organization Phone Number: \_\_\_\_\_

Market Manager Name: \_\_\_\_\_

Market Manager Phone Number: \_\_\_\_\_

(number City staff should use during the market operation to contact the manager with any concerns)

Anticipated Attendance: \_\_\_\_\_

Please submit the following with the completed application:

- |                          |  |
|--------------------------|--|
| 1. Site Plan             | 4. Insurance Certificate and Endorsements (Schedule A)       |
| 2. Emergency Action Plan | 5. Fees: \$50 permit fee + \$300 damage Deposit (refundable) |
| 3. Indemnity Agreement   |  |

I have read this application for a Farmers Market Permit and have accurately and truthfully completed the application to the best of my knowledge. I agree that I will obtain any other necessary licenses or permits and will follow the guidelines and requirements set forth in the booklet and any other requirements communicated by the City of Dubuque. I understand that failure to comply with these requirements may lead to the denial or revocation of my event permit, withholding of the event damage deposit, issuance of infractions, and additional fees.

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Signature

Date

## INDEMNITY AGREEMENT

In consideration for the granting of permission by the City of Dubuque, Iowa to the undersigned for the use of the following described property:

\_\_\_\_\_

\_\_\_\_\_

For the following purpose only: \_\_\_\_\_

On the following date(s): \_\_\_\_\_

The undersigned agrees to defend, indemnify and hold harmless the City of Dubuque, its agents, officers and employees, from and against any and 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, its agents, officers and employees from any action or proceeding against the City of Dubuque, its agents, officers or employees arising out of or caused by the use of such property. The undersigned agrees that a judgment obtained in any such action or proceeding shall be conclusive in any action by the City, its agents, officers or employees against the undersigned, when so notified as to the undersigned's cause of the injury or damage, as to the liability of the City, its agents, officers and employees to the plaintiff in the first named action, and as to the amount of the damage or injury. The City of Dubuque, its agents, officers and employees may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the City, its agents, officers and employees in the action.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

# SITE PLAN

A site plan of the area to be used for the Farmers Market is required. Please create the site plan using the instructions below.

## **Site Maps:**

Site maps are recommended such as those obtained from [www.maps.google.com](http://www.maps.google.com) or [www.mapquest.com](http://www.mapquest.com).

Please include a detailed layout of the market area and indicate the location of all the following, (if applicable):

- Stages
- Tents
- Power and water sources
- Food/Beverage/Wine or Beer Tasting Vendors
- Retail vendors
- Animals (pony rides, livestock)
- Portable toilets
- Temporary traffic control devices (barricades, cones, etc.)
- Proposed parking
- Trash/Recycling Receptacles
- Fire vehicle and residential traffic access

# Emergency Action Plan (EAP)

## I. GENERAL

The (*Event Name*) \_\_\_\_\_ (hereinafter referred to as “the event”) will be held (*Month/Day/Year*) \_\_\_\_\_ at  
(*General Location /Address*) \_\_\_\_\_.

## II. PURPOSE

- A. This Emergency Action Plan (EAP) predetermines action to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be executed by organizers, management, personnel, volunteers, and attendees.
- B. Flexibility must be exercised when implementing this plan due to the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.
- C. The event organizer is responsible for completing the following: event details, staff information, staff assignments, event location, and for sharing a copy of this EAP with all event staff and volunteers. Additionally, they must train event staff and volunteers on potential hazards, ensuring that all key event personnel are well-informed.

## III. ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. Types of emergencies possible are various and could require the response of Fire and Rescue, Emergency Medical Services, and Law Enforcement.

## IV. BASIC PLAN

### I. EAP Event Representatives

- 1. The EAP event representative will be identified as the point of contact for all communications on site the day of the event.

Primary Contact: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_

Alternate: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_

Alternate: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_

- 2. Other Event Staff (Security, Parking, Volunteers, etc.)

Include additional pages if necessary

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment/Position: \_\_\_\_\_

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment/Position: \_\_\_\_\_

Name: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Assignment/Position: \_\_\_\_\_

Name: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Assignment/Position: \_\_\_\_\_

## II. Emergency Notification

1. **In the event of an emergency, notification of the emergency will be through the use of 911.** The caller should have the following information available to the 911 operator: nature of emergency, location, and contact person with a callback number.

2. The event staff shall also identify an on-site command post location for use by event staff for meetings, communications, and briefings during an emergency situation.

Command Post Location: \_\_\_\_\_

3. We will have on-site EMS:  Yes  No

If Yes, please list contact name and number

\_\_\_\_\_

4. We will have on-site Security or Law Enforcement:  Yes  No

If Yes, please list contact name and number

\_\_\_\_\_

## III. Emergency Vehicle Access

1. Access points for emergency vehicles must be maintained at all times. Access points must be clearly marked on your site map.

2. Fire lanes and fire hydrants must not be obstructed.

3. Participants and spectators will be directed to park in approved areas and not obstruct protective features, fire lanes, sidewalks, or public thoroughways.

4. Crowd Control will be managed by:

Name(s) \_\_\_\_\_

5. Parking for vendor and staff vehicles will be:

Location(s) \_\_\_\_\_

6. Parking for attendee vehicles will be:

Location(s) \_\_\_\_\_

## IV. Severe Weather

1. Weather forecasts and current conditions must be monitored during the event. How do you plan to track inclement weather?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Examples: National Oceanic Atmospheric Administration (NOAA) weather radio or other weather monitoring device(s). Cell phone notification to on-site contact person(s).



2. How will you notify attendees of inclement weather conditions?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If severe weather occurs during the event, the EAP representative or designee will make notification to those attending the event that a hazardous weather condition exists and direct them to shelter.

3. Where will your attendees seek shelter?

\_\_\_\_\_  
\_\_\_\_\_

4. Has permission been granted for the space(s)? Yes  No

5. Alternative rain date and/or contingent weather plan:  
(Cancellation of event, rescheduling, rain delay, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Other weather-related information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. Fire**

1. **Dial 911.** Stay on the phone if possible until the dispatcher has all the information needed. Give the nature of the fire emergency and the location. Staying on the phone long enough to answer any questions the dispatcher might have will ensure that proper equipment and personnel respond.
2. Alert people in the immediate vicinity to evacuate to safest designated areas.

**VI. Medical Emergencies**

1. **Dial 911.** Stay on the phone if possible until the dispatcher has all the information needed. Give the nature of the medical emergency and precise location. Stay on the phone long enough to answer any questions the dispatcher might have.
2. Do not move the victim unless absolutely necessary.
3. Send someone to flag or direct emergency response personnel to the location.

**VII. Law Enforcement**

1. Should an incident occur that requires Law Enforcement to be called to this event, **Dial 911.** Stay on the phone if possible until the dispatcher has all the information needed. Give the nature of the emergency and precise location.

**VIII. Contact Information**

1. Dubuque County Emergency .....**911**
2. Dubuque County Dispatch Non-Emergency.....563-589-4415

## 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 Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's 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 sub-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 agents 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 the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

# 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 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 13<sup>th</sup> 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

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 abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product 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

Evidence of property coverage provided:  Yes

Include the City of Dubuque as Lender Loss Payable.

**E) RIGHT-OF-WAY WORK ONLY:**

<b>UMBRELLA/EXCESS</b>	\$1,000,000
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Yes  No

The General Liability, Automobile Liability and Workers Compensation 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 \$ \_\_\_\_\_

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 is 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**