

Sports Activities Concessions Policies and Procedures City of Omak

I. The City of Omak permits various organizations, groups, and agencies to sell concessions on property owned by the City of Omak. Permission to use City of Omak property and/or City of Omak facilities for the sale of concessions and other items shall be restricted to the following:

1. Organizations, groups, and agencies that are non-profit/charitable and serve a beneficial purpose to a segment of the local community, whether it is children or adults.
2. The use of the property and/or facilities shall be on a seasonal basis only. For example, a baseball organization may be permitted to use the facilities and/or property for concession sales during the baseball/softball season and a soccer organization may be permitted to use the facilities during the soccer season.
3. An application must be completed and approved by the Public Works Director or his/her designee prior to any sales by any group, organization or agency.
4. The application shall include the name, addresses, and phone numbers of those individuals responsible for the sale of concessions.
5. Concession operators shall be responsible for keeping the immediate area clean of litter and debris at all times. Only equipment utilized in the sale of food and beverages shall be stored in the immediate concession building. All contents in the concession stands used by various leagues must be removed within one week of the season's end or post-season tournament. The concession stand must be sanitized by wiping down all counters, cabinets, floor, equipment, storage containers, and refrigerator surfaces at the end of each day of use.
6. Organizations, groups, and/or agencies operating concessions should make every effort to open for sales when any activity is scheduled in the park since they have exclusionary rights to provide concessions in that area.
7. Organizations, groups, and/or agencies granted permission to operate concession area(s) should fully understand that any permanent improvements made to the concession areas become the City of Omak's property and may not be removed when the organization, groups or agency's temporary use of the concession area has ended. Refrigerators, popcorn machines, hot dog warmers, freezers and similar items would not be defined as permanent improvements. Shelving, server windows and similar improvements are considered as permanent improvements. Permission to use and place such equipment must be obtained by submitting a ***"Park Facility Improvement Request" form, (Addendum A.)***
8. The City of Omak reserves the right to immediately terminate the use of any concession area by an organization, group, or agency if it is determined that it is in the best interest

of the city and its citizens who use the park area. Several reasons for terminating the agreement are listed below:

- Unsanitary conditions.
 - Failure to open on regular basis.
 - Failure to keep immediate area of concession facility free of litter.
 - Proof of funds generated being used for purposes other than those beneficial to a non-profit group or organization.
 - In violation of the Chapter 246-215 WAC pursuant to the operation of a concession stands.
9. The city of Omak shall have the right to be upon and/or enter its property for the purpose of examining and inspecting the same and determining whether the party named in this Agreement is in compliance with Department policies with respect to care, maintenance, repair and renovations.
10. It should be clearly understood that the organization providing the activity would be given first priority on operating the concession area. For example, if it is baseball/softball season, the sponsoring agency (Babe Ruth, Little League, Dixie Youth, etc.) will have first priority. If it is soccer season, the soccer sponsoring agency or organization will have first priority. In the case of adult softball, that adult organization would have first priority on operating concessions. In the event, for example, a youth football organization does not want to operate concessions at their games and the Babe Ruth organization wants to do so, that would be permitted. Youth groups will have priority on fields used by youth and adult leagues. If multiple groups desire to use the facility simultaneously, they must provide a plan to the Public Works Director for approval, describing how the facility will be shared and utilized so that no particular advantage is obtained by one or more of the sharing groups, and that the facility is maintained in proper order.
11. It should be clearly understood that if City of Omak has an exclusive agreement to sell only a certain product (i.e. Pepsi or Coke) on their property the organizations, groups or agencies would have to respect that policy and only sell products distributed by that company.

II. Concession Stand & Storage Area Use

1. The user agrees to abide by all Washington State Chapter 246-215 WAC pursuant to the operation of a concession stand and is responsible for obtaining any required permit(s). Anyone involved in the preparation of food for sale must have a Food Handlers Card.
2. All groups who use the concession stand must obtain a Food Handlers Permit permit from the Okanogan City of Omak Health Department Health Department **except** in the following cases:
 - a. The concession stand will only be selling soft drinks, popcorn, candy, and or

- prepackaged food items, such as food items that the patrons open and/or heat themselves.
- b. Groups with an event at which they want to set up a temporary food establishment. The group is permitted to set up a temporary food stand inside or outside of the concession stand.
 - c. If the group is incorporated as a non-profit corporation and will be operating no more frequently than once monthly for two (2) consecutive days or less, the temporary food stand will be exempt from permit requirements.
 - d. If the group will be operating more than the exempt allowance a temporary food establishment (TFE) permit will be required.
3. Food Handler's Permits and TFE permits are not mutually exclusive.
 4. If space allows, a storage area(s) will be made available to the user for their use during the season. However, the user may be required by the City of Omak to remove all stored materials following the completion of the season so another user may use the area. The user is responsible for keeping the storage area in good condition and must meet all OSHA regulations for storing materials. Violations of these rules may result in the user losing the use of the storage area. Exceptions to the removal of items will be allowed on a case by case basis, if there is not a space conflict among the users, and that sufficient storage space is available without user conflicts, upon approval by the Public Works Director's written permission.
 5. Application for food stand usage must be made thirty (30) days in advance.

III. Keys

1. Keys for all Department facilities will be issued on an as needed basis by the Assistant Public Works Director. The user is prohibited from making copies of said issued keys. The user is prohibited from installing locks of any kind on concession facilities except by the City of Omak.

IV. Indemnification

1. It is expressly agreed and understood that the City of Omak will not be liable for any claims damages, losses or expenses of any kind whatsoever, whether to persons or property (including, but not limited to those claims, damages, losses or expenses resulting from or by reasons of the City of Omak's negligent acts or omissions) arising out of, related to or connected with any accident, occurrence or event on or about the City of Omak's property, when the accident, occurrence or event takes place while the user is using said property pursuant to this agreement. As a result of this express agreement and understanding, each party will at all times indemnify and

hold the other party harmless, and will defend the other at its own expenses whether such claims, damages, losses or expenses are covered by the other's insurance.

2. Note: Copy of certificate of liability insurance with minimum of \$1,000,000 and the City of Omak named as insured parties must be submitted with an application to use the concession stand.

Park Facility Improvement Request Form Addendum A

Organization Name: _____

Chairperson/President: _____

Address: _____ Fax: _____

Email: _____

Board/Committee Members responsible for improvements:

1) _____ 2) _____

3) _____ 4) _____

5) _____ 6) _____

Primary Contact Name: _____ Primary Contact Phone: _____

Estimated Material Cost of Improvement: _____

Description of Facility Improvement:

List of permanent equipment to be installed (if any):

Construction Schedule Start and End Dates: _____

Signature of City of Omak Building Inspector: _____ Date: _____

Signature of City of Omak Public Works Director: _____ Date: _____

Park Concession Stand Permit Application Addendum B

Organization Name: _____

Chairperson/President: _____

Address: _____ Fax: _____

Email: _____

Board/Committee Members responsible for operating sales of concessions:

1) _____ 2) _____

3) _____ 4) _____

5) _____ 6) _____

Primary Contact Name: _____ Primary Contact Phone: _____

Estimated Material Cost of Improvement: _____

Description of Concession Activity (types of foods):

List of potential Food Handlers:

Concession Schedule Start and End Dates: _____

Signature of City of Omak Public Works Director: _____ Date: _____

Note: 1. An application must be made with the Health Department for permits before applying for Concession Stand Usage. Proof of food permit or proof that a permit is not needed must be submitted with this paperwork. 2. Copy of certificate of liability insurance with minimum of \$1, 000,000; and City of Omak named as insured party must be submitted with this paperwork.

Date of this Agreement: _____ Expiration Date of this Agreement: _____

This agreement may be voided by the City of Omak for violation(s) of these terms by the user. We have read and have a copy of the Department's Policies and Procedures for Facilities and we understand the requirements of those policies. We are, at the time of this agreement, in full concurrence with those policies. **We also agree to contact the Okanogan City of Omak Health Division before operating the concession stand and the start of a concession season.**