



CITY COUNCIL ACTION REPORT

August 18, 2008

TO: Phillip L. Nelson, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance and Administration
Susan A. Leirstein, Purchasing Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Troy Daze Festival Parking Services

Background:

- The Troy Police Explorers Post 1950 has performed parking services at the annual Troy Daze Festival for many years. Their duties include assistance with parking of vendors, attendees, and event volunteers, as well as fee collection for attendee parking.
- Their involvement ensures safe and easy access to and egress from the parking area, minimizes any potential safety hazards for pedestrians, and protects the park from any unnecessary damage.
- The Troy Police Explorers Post 1950 uses the funds from this contract to continue the work throughout the community and to perpetuate the organization, which allows young people to experience various career venues that they might have interest in pursuing as adults. The program concentrates on leadership training, character and integrity development, team building and communication skills.
- This three year contract would pay the Explorers \$4500.00 each year for the 2008, 2009, and 2010 Troy Daze festival. In addition, if the Troy Daze Festival revenues exceed expenses by \$500.00, or more; the Explorers shall receive a bonus of \$500.00.

Financial Considerations:

- Funding for Parking Services for the Troy Daze Festival is available in the Parks and Recreation Community Fair Fund operating account #103.784.7889.120.

Legal Considerations:

- All fees collected on site will be deposited by a Troy Police Department Shift Captain with a representative of the City of Troy Treasurer Department.
- The agreement is contingent upon the Troy Police Department Explorers providing an acceptable insurance certificate and all other specified requirements.

August 18, 2008

To: Phillip L. Nelson, City Manager
Re: Troy Daze Festival Parking Services

Policy Considerations:

- Services provided by the Troy Police Explorers Post 1950 at the Troy Daze Festival will help to ensure the safety of the public during the festival. (Outcome Statement I)
- The Troy Daze Festival is an annual event celebrating the community. (Outcome Statement III)

Options:

- City management and the Parks and Recreation Department recommend approval of a three-year contract to furnish parking services to the Troy Police Explorers Post 1950, as outlined in the attached Troy Daze Festival Parking Agreement at an annual cost of \$4500.00 for 2008, 2009, and 2010. Staff also recommends a bonus of \$500.00, if the revenues from annual event exceed expenses by \$500.00, or more.

Approved as to Form:

Lori Grigg Bluhm, City Attorney



Troy Daze Festival

City of Troy – Troy Daze Festival
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PARKING AGREEMENT MAGIC OF FALL/ TROY DAZE FESTIVAL

The purpose of this agreement is to contract with the Troy Police Explorers Post 1950 to collect parking fees during the 2008 – 2009 – 2010 Magic of Fall/Troy Daze Festival. The Explorers Post 1950 will provide and conform to all requirements and guidelines. Failure to comply with the requirements and guidelines will result in the reduction of the organization's revenues.

The times of operation and necessary minimum manpower requirements are listed below. There are two (2) collection points for parking:

1. Northfield Parkway
2. Crooks Road Park Entrance

Thursday, 3:00 – 9:00 pm

Manpower Northfield -	2 people (2 hour shift) – 3:00 – 5:00 pm 2 people (3 hour shift) – 5:00 – 8:00 pm
Manpower Crooks -	4 people (2 hour shift) – 3:00 – 5:00 pm 4 people (3 hour shift) – 5:00 – 8:00 pm

Friday, 3:00 – 10:00 pm

Manpower Northfield -	2 people (2 hour shift) – 3:00 – 6:00 pm 2 people (3 hour shift) – 6:00 – 9:00 pm
Manpower Crooks -	6 people (2 hour shift) – 3:00 – 5:00 pm 8 people (3 hour shift) – 5:00 – 8:00 pm 8 people (2 hour shift) – 8:00 – 9:00 pm

Saturday, All Day

Manpower Northfield -	2 people (2 hour shift) – 10:00 am – 12:00 pm 2 people (3 hour shift) – 12:00 – 3:00 pm 2 people (3 hour shift) – 3:00 – 6:00 pm 2 people (3 hour shift) – 6:00 – 9:00 pm
Manpower Crooks -	4 people (2 hour shift) – 9:00 – 11:00 am 8 people (3 hour shift) – 11:00 am – 2:00 pm 8 people (3 hour shift) – 2:00 – 5:00 pm 8 people (3 hour shift) – 5:00 – 8:00 pm 6 people (2 hour shift) – 8:00 – 9:00 pm

Sunday, All Day

Manpower Northfield - 2 people (2 hour shift) – 10:00 am – 12:00 pm
 4 people (3 hour shift) – 12:00 – 3:00 pm
 2 people (3 hour shift) – 3:00 – 6:00 pm
 2 people (2 ½ hour shift) – 6:00 – 8:30 pm

Manpower Crooks - 4 people (3 hour shift) – 9:00 – 12:00 pm
 8 people (3 hour shift) – 12:00 am – 3:00 pm
 8 people (3 hour shift) – 3:00 – 6:00 pm
 8 people (3 hour shift) – 6:00 – 8:00 pm

The purpose is to collect from each vehicle that enters the park (excluding city-owned vehicles), a set parking fee. This fee helps to defray the cost of the festival.

The Explorers will receive payment based on the following:

- A. The organization will be paid \$4,500 each year for the 2008, 2009, and 2010 Troy Daze festival. Furthermore, if the Troy Daze Festival is successful based upon the City not having to contribute more than what has been included in the budget, the Explorers shall be paid a bonus of \$500.

The Troy Police Explorer Post 1950 upon entering into an agreement with the city of Troy will provide the following services:

- A. To staff the parking area of Boulan Park during the Magic of Fall / Troy Daze Festival with a minimum number of persons per shift as indicated.
- B. Staff people, 18 years and older, will collect the mandatory fee per vehicle at the Boulan Park Crooks Road entrance and Northfield Parkway entry point. Attendants will provide the driver of the vehicle with a marking sticker to be affixed to the outside of the windshield on the driver's side which will allow the vehicle to re-enter the Festival grounds at no additional cost during the remaining days of the Festival.
- C. To organize the parking vehicles in such a manner to allow for safe and easy access to and egress from the parking area, to minimize any potential safety hazards for pedestrians and to protect the park from any unnecessary damage.
- D. The parking lot attendants will maintain a change bank of not less than \$50.00 nor more than \$200.00.
- E. The Troy Police Explorer Post 1950 will designate a person as "Shift Captain" for each shift. Shift Captain will have the authority to make decisions for the organization affecting the parking operation. The Police Department and Explorers advisors will have complete control of all festival parking areas other than area provided for vendors.

- F. A Shift Captain representing the organization will turn in all collected fees at least once every two (2) hours. Collections shall be turned into City of Troy Treasurer Department representative on site. The Treasurer Department representative will count the funds collected and provide the Explorers organization with a signed and dated receipt indicating the amount of parking fees collected by the organization.
- G. The Troy Police Explorer Post 1950 shall hold the City of Troy harmless from any liability arising out of the permission granted in this agreement.

This Agreement shall remain in effect during the following dates and times:

- 3:00 pm September 11, 2008 through 9:00 pm September 14, 2008
- 3:00 pm September 17, 2009 through 9:00 pm September 20, 2009
- 3:00 pm September 16, 2010 through 9:00 pm September 19, 2010

Forfeiture - Should the organization fail to perform to the standards described in this agreement, the committee may decide to withhold all or a portion of the payment depending on the severity of organization failure to provide service.

Insurance - The Troy Police Department Explorers will provide a copy of an acceptable insurance certificate to the designated City representative. The City of Troy designated representative shall determine whether the insurance certificate provided is acceptable and meets City of Troy standards.

In witness whereof, the parties hereto caused this agreement to be executed this

_____ day of _____, _____.

WITNESSETH:

CITY OF TROY

Theresa Harrison Adams

TROY POLICE EXPLORERS