

Introduced by _____ Council Bill No. R 113-13

A RESOLUTION

authorizing agreements for transportation services with SCI Gateway at Columbia Fund, LLC, Rock Quarry Properties, LLC d/b/a The Pointe at Rock Quarry Park and EDR Columbia, LP d/b/a The Reserve at Columbia.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement for transportation services with SCI Gateway at Columbia Fund, LLC. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Manager is hereby authorized to execute an agreement for transportation services with Rock Quarry Properties, LLC d/b/a The Pointe at Rock Quarry Park. The form and content of the agreement shall be substantially as set forth in "Exhibit B" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 3. The City Manager is hereby authorized to execute an agreement for transportation services with EDR Columbia, LP d/b/a The Reserve at Columbia. The form and content of the agreement shall be substantially as set forth in "Exhibit C" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT
For
TRANSPORTATION SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And

SCI Gateway at Columbia Fund, LLC, 3904 Buttonwood Dr., Columbia, Mo. 65201

THIS AGREEMENT made as of 5 day of June, 2013 by and between the City of Columbia, Missouri, hereinafter called the CITY, and SCI Gateway at Columbia Fund, LLC, hereinafter called the PROPERTY.

Now, therefore, in consideration of the mutual covenants set out herein the parties agree as follows:

SECTION 1 - RESPONSIBILITIES OF CITY

1.1 The CITY will provide the services as described below, hereinafter called the SERVICES, consisting of the following:

a. Columbia Transit will provide transportation services via the Gold Route for SCI Gateway at Columbia, LLC. Residents of Gateway at Columbia Apartments will have free access to the Gold Route for the University of Missouri Fall and Spring semesters.

a.1 August 2013 – December 2013 (Fall Semester)

1.2 SERVICES shall follow the posted University of Missouri semester schedule and will only be operated when the University of Missouri Shuttle Service is in operation.

1.3 SERVICES shall not be provided during scheduled holiday, summer semesters and/or semester breaks at the University of Missouri.

1.4 SERVICES shall not be provided when University of Missouri cancels classes due to weather or other unforeseen emergencies.

1.5 SERVICES are provided on a first come first serve basis for all residents. Proper bus operations and safety standards will be observed at all times.

1.6 SERVICES are provided from **6:40 AM to 8:10 PM Monday thru Friday; running** one complete cycle every thirty (30) minutes.

1.7 SERVICES are provided from **6:00 PM to 1:30 AM the following day; Friday thru Saturday; running** one complete cycle every thirty (30) minutes.

SECTION 2 - PAYMENT FOR SERVICES PROVIDED

- 2.1 For services performed, the PROPERTY shall pay the CITY the sum of **\$30,213** per semester (as described above).
- 2.2 Payment is due within thirty (30) days from the date of invoice.
- 2.2.1 PROPERTY will be mailed an invoice at the beginning of each semester of service as described above.
- 2.3 Should PROPERTY fail to make payment as set out herein the CITY may suspend services immediately or at its option terminate this agreement.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Entire Agreement

This Agreement represents the entire Agreement between the PROPERTY and CITY. All previous or contemporaneous agreements, representations, promises and conditions relating to the provided service described herein are superseded.

- 3.2 Neither CITY nor PROPERTY shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.
- 3.3 This Agreement is for the benefit of the parties only and not for the benefit of any third party.
- 3.4 If Columbia Transit does not provide all services, as provided for in the contract, for any separate five (5) days in a single semester, except for instances allowed for in the contract; the PROPERTY has the right to terminate the contract.

CITY OF COLUMBIA, MISSOURI

Mike Matthes, City Manager

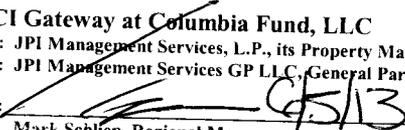
ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

~~Fred Boeckmann~~, City Counselor
Nancy Thompson

SCI Gateway at Columbia Fund, LLC
By: JPI Management Services, L.P., its Property
Manager
By: JPI Management Services, GP LLC,
General Partner

SCI Gateway at Columbia Fund, LLC
By: JPI Management Services, L.P., its Property Manager
By: JPI Management Services GP LLC, General Partner
By:  6/5/13
Mark Schliep, Regional Manager

Mark Schliep
Student Living Regional Manager
SCI Gateway at Columbia Fund, LLC
3904 Buttonwood Drive
Columbia, MO 65201
573-442-4730

AGREEMENT
For
TRANSPORTATION SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And

**Rock Quarry Properties, LLC. d/b/a *The Pointe at Rock Quarry Park*,
3500 Rock Quarry Road Columbia, MO 65201**

THIS AGREEMENT made as of ___ day of _____, 2013 by and between the City of Columbia, Missouri, hereinafter called the CITY, and *The Pointe*, hereinafter called the PROPERTY.

Now, therefore, in consideration of the mutual covenants set out herein the parties agree as follows:

SECTION 1 - RESPONSIBILITIES OF CITY

1.1 The CITY will provide the services as described below, hereinafter called the SERVICES, consisting of the following:

a. Columbia Transit will provide transportation services via the Gold Route for *The Pointe*. Residents of the *The Pointe* Apartments will have free access to the Gold Route for the University of Missouri Fall and Spring semesters.

- a.1 August 2013 – December 2013 (Fall Semester)
- a.2 January 2014 – May 2014 (Spring Semester).

1.2 SERVICES shall follow the posted University of Missouri semester schedule and will only be operated when the University of Missouri Shuttle Service is in operation.

1.3 SERVICES shall not be provided during scheduled holiday, summer semesters and/or semester breaks at the University of Missouri.

1.4 SERVICES shall not be provided when University of Missouri cancels classes due to weather or other unforeseen emergencies.

1.5 SERVICES are provided on a first come first serve basis for all residents. Proper bus operations and safety standards will be observed at all times.

1.6 SERVICES are provided from **6:40 AM to 5:40 PM Monday thru Friday running** one complete cycle every thirty (30) minutes.

SECTION 2 - PAYMENT FOR SERVICES PROVIDED

2.1 For services performed, the PROPERTY shall pay the CITY the sum of **\$14,962** per semester (as described above) for a total of **\$29,924**.

2.2 Payment is due within thirty (30) days from the date of invoice.

2.2.1 PROPERTY will be mailed an invoice at the beginning of each calendar month of service as described above.

2.3 Should PROPERTY fail to make payment as set out herein the CITY may suspend services immediately or at its option terminate this agreement.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Entire Agreement

This Agreement represents the entire Agreement between the PROPERTY and CITY. All previous or contemporaneous agreements, representations, promises and conditions relating to the provided service described herein are superseded.

3.2 Neither CITY nor PROPERTY shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

3.3 This Agreement is for the benefit of the parties only and not for the benefit of any third party.

3.4 If Columbia Transit does not provide all services, as provided for in the contract, for any separate five (5) days in a single semester, except for instances allowed for in the contract; the PROPERTY has the right to terminate the contract.

CITY OF COLUMBIA, MISSOURI

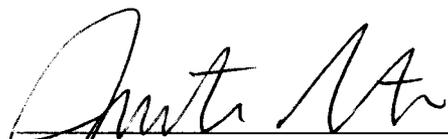
Mike Matthes, City Manager

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

~~Fred Boeckmann~~, City Counselor
Nancy Thompson



Justin Starr
Co-Owner; Rock Quarry Properties, LLC
d/b/a *The Pointe at Rock Quarry Park*,
3500 Rock Quarry Road
Columbia, MO 65201

COPY

AGREEMENT
For
TRANSPORTATION SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And

**EDR Columbia, LP – DBA: The Reserve at Columbia,
2500 Old Highway 63, Columbia, MO 65201**

THIS AGREEMENT made as of ___ day of _____, 2013 by and between the City of Columbia, Missouri, hereinafter called the CITY, and EDR Columbia, LP, hereinafter called the PROPERTY.

Now, therefore, in consideration of the mutual covenants set out herein the parties agree as follows:

SECTION 1 - RESPONSIBILITIES OF CITY

1.1 The CITY will provide the services as described below, hereinafter called the SERVICES, consisting of the following:

a. Columbia Transit will provide transportation services via the Gold Route for The Reserve at Columbia. Residents of The Reserve at Columbia will have free access to the Gold Route for the University of Missouri Fall and Spring semester.

- a.1 August 2013 – December 2013 (Fall Semester)
- a.2 January 2014 – May 2014 (Spring Semester).

1.2 SERVICES shall follow the posted University of Missouri semester schedule and will only be operated when the University of Missouri Shuttle Service is in operation.

1.3 SERVICES shall not be provided during scheduled holiday, summer semesters and/or semester breaks at the University of Missouri.

1.4 SERVICES shall not be provided when University of Missouri cancels classes due to weather or other unforeseen emergencies.

1.5 SERVICES are provided on a first come first serve basis for all residents. Proper bus operations and safety standards will be observed at all times.

1.6 SERVICES are provided from **6:40 AM to 7:55 PM Monday thru Friday; running** one complete cycle every thirty (30) minutes.

SECTION 2 - PAYMENT FOR SERVICES PROVIDED

- 2.1 For services performed, the PROPERTY shall pay the CITY the sum of **\$46,520** per semester (as described above).
- 2.2 Payment is due within thirty (30) days from the date of invoice.
 - 2.2.1 PROPERTY will be mailed an invoice at the beginning of each semester of service as described above.
- 2.3 Should PROPERTY fail to make payment as set out herein the CITY may suspend services immediately or at its option terminate this agreement.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Entire Agreement

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- 3.3 This Agreement is for the benefit of the parties only and not for the benefit of any third party.
- 3.4 If Columbia Transit does not provide all services, as provided for in the contract, for any separate five (5) days in a single semester, except for instances allowed for in the contract; the PROPERTY has the right to terminate the contract.

CITY OF COLUMBIA, MISSOURI

Mike Matthes, City Manager

ATTESTED BY:

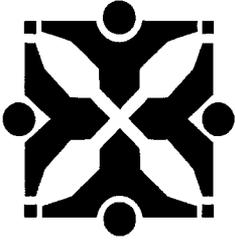
Sheela Amin, City Clerk

APPROVED AS TO FORM:

~~Fred Boeckmann~~, City Counselor
Nancy Thompson

Matt Fulton

Vice President of Operations
EDR Columbia, LP
DBA: The Reserve at Columbia
By: EDR Management, Inc.
Authorized Management Agent
2500 Old Highway 63
Columbia, MO 65201
573-256-7344



Source: Public Works *John*

Agenda Item No:

To: City Council
From: City Manager and Staff *MM*

Council Meeting Date: Jun 17, 2013

Re: Gold Route Apartment Agreements for 2013/2014 School Year

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration a Resolution authorizing agreements with *SCI Gateway at Columbia Fund, LLC; Rock Quarry Properties, LLC d/b/a The Pointe at Rock Quarry Park; and EDR Columbia, LP, d/b/a The Reserve at Columbia*, for transportation services via the Gold Route for the 2013/2014 academic school year.

DISCUSSION:

Columbia Transit provides public transportation service to several apartment complexes along Old Highway 63 and South Providence, which cater primarily to college students. These complexes enable their tenants to board the bus "free at the farebox", by contracting with the City. The semester passes are issued to the apartment complexes to provide to their tenants. Any other transit rider would pay the normal applicable fare as they board the bus, or may purchase an applicable pass from Columbia Transit. Services are only provided during the University of Missouri's fall and spring semesters; no summer service is provided. These agreements allow Columbia Transit better planning opportunities and the ability to more efficiently manage its resources.

FISCAL IMPACT:

The cost for transportation services for the 2013/2014 academic school year is \$62.50 per bed, per semester.

Gateway at Columbia - \$60,426

The Reserve - \$93,040

The Pointe - \$29,924

The combined contractual fees do not pay all associated operational expenses, but do significantly increase the revenue for the routes. In addition, they allow Columbia Transit to provide a service which removes hundreds of private cars from the City roadways each day.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

An efficient, innovative, accessible public and human services transportation system will be fully integrated with all other forms of transportation in Columbia and surrounding communities. It will be possible for all residents to live easily in Columbia.

Expand the public transit system, and identify and fill in existing gaps in that system to include longer hours of service, more frequent service, and greater coverage of the city.

SUGGESTED COUNCIL ACTIONS:

Approve the resolution authorizing the City Manager to execute the agreements with *SCI Gateway at Columbia Fund, LLC; Rock Quarry Properties, LLC d/b/a The Pointe at Rock Quarry Park; and EDR Columbia, LP, d/b/a The Reserve at Columbia* for transportation services.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	13.4
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	13.4.4
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	