A RESOLUTION

consenting to an assignment and assumption of the Passenger Services Agreement for operation of the Columbia Star Dinner Train with Central States Rail Associates, Inc. to Columbia Star Dinner Train, Inc.

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

SECTION 1. The City Manager is hereby authorized to consent to an assignment and assumption of the Passenger Services Agreement for operation of the Columbia Star Dinner Train with Central States Rail Associates, Inc. to Columbia Star Dinner Train, Inc. The form and content of the assignment and assumption shall be substantially as set forth in "Exhibit A" which is attached to and made a part of this resolution.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CONSENT BY THE CITY OF COLUMBIA, MISSOURI TO THE ASSIGNMENT AND ASSUMPTION OF THE PASSENGER SERVICES AGREEMENT BETWEEN THE CITY OF COLUMBIA, MISSOURI AND CENTRAL STATES RAIL ASSOCIATION:

Now on this ______ day of _______, 2013, in view of the foregoing Recitals, Assignment by CENTRAL STATES RAIL ASSOCIATION, INC., and Assumption by COLUMBIA STAR DINNER TRAIN, INC., and the Personal Guaranty by B. ALLEN BROWN II, the CITY OF COLUMBIA, MISSOURI hereby recognizes said Assignment and Assumption, and consents to the substitution of COLUMBIA STAR DINNER TRAIN, INC. in the place of CENTRAL STATES RAIL ASSOCIATION, INC. (referred to in the Passenger Services Agreement as "CSRA"). The CITY hereby agrees to accept all payments, reports and other communications due under the Passenger Services Agreement from COLUMBIA STAR in lieu of CENTRAL STATES.

The CITY further agrees, that in the event that COLUMBIA STAR at any time breaches or otherwise fails to comply with any duties or obligations under the Passenger Services Agreement, to give CENTRAL STATES, as the owner of the train equipment that shall be operating upon the City's railroad lines, notice of such breach or other failure, giving CENTRAL STATES a reasonable opportunity to cure such breach on behalf of COLUMBIA STAR. Notwithstanding the foregoing, CENTRAL STATES shall have no obligation to cure any breach or failure whatsoever by COLUMBIA STAR under the Passenger Services Agreement.

IN WITNESS WHEREOF, the City of Columbia, Missouri has executed this Consent on this _____ day of _____, 2013.

CITY OF COLUMBIA, MISSOURI

(Name), City Manager

ATTEST:

	and the second division of the second divisio
, (Name)	City Clerk

APPROVED AS TO FORM:

(Name), City Counselor

AGREEMENT FOR THE ASSIGNMENT OF RIGHTS AND ASSUMPTION OF DUTIES AND OBLIGATIONS UNDER THE PASSENGER SERVICES AGREEMENT BETWEEN

THE CITY OF COLUMBIA, MISSOURI AND CENTRAL STATES RAIL ASSOCIATES, INC. TO TO COLUMBIA STAR DINNER TRAIN, INC.

This Agreement for the Assignment of Rights and Assumption of Duties and Obligations Under the Passenger Services Agreement (this "Assignment and Assumption") is entered as of this $\underline{|}^{\textcircled{}}$ day of \underline{NOV} ., 2013, by and between CENTRAL STATES RAIL ASSOCIATES, INC., an Oklahoma corporation with its principal mailing address at 102 Oak Ridge Lane, Denver, IA 50622 (hereinafter "CENTRAL STATES"), and COLUMBIA STAR DINNER TRAIN, INC., a Missouri corporation with its principal mailing address at 6501 N. Brown Station Road, Columbia, MO 65202 (hereinafter "COLUMBIA STAR"), with the consent of the CITY OF COLUMBIA, MISSOURI, a municipal corporation with its principal mailing address at P.O. Box 6015, Columbia, MO 65205 (hereinafter the "CITY").

RECITALS:

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1.

WHEREAS, the CITY owns and operates a line of railroad trackage between Columbia and Centralia, MO; and

WHEREAS, CENTRAL STATES and the CITY have entered into that certain Passenger Services Agreement (hereinafter sometimes referred to as "the PSA"), dated June 30, 2010 (a copy of which is attached hereto as <u>Exhibit X</u>, and incorporated herein by reference), whereby CENTRAL STATES has obtained rights for the operation of a passenger excursion train over the CITY's line of railroad trackage; and

WHEREAS, CENTRAL STATES desires to assign all of its rights and interests under the Passenger Services Agreement to COLUMBIA STAR; and

WHEREAS, the City of Columbia, Missouri has heretofore consented to the Assignment of the Passenger Services Agreement by CENTRAL STATES to COLUMBIA STAR, via an approval letter dated July 6, 2011, a copy of which is attached hereto as <u>Exhibit</u> \underline{Y} , and incorporated herein by reference; and

WHEREAS, COLUMBIA STAR desires to accept assignment of and to assume all duties and obligations under the Passenger Services Agreement, pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the CITY desires to consent to this Assignment and Assumption, as set forth herein.

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NOW, WHEREFORE, in consideration of the mutual promises and considerations contained herein, CENTRAL STATES and COLUMBIA STAR hereby agree as follows:

1. <u>Assignment by CENTRAL STATES</u>: In consideration for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CENTRAL STATES hereby grants, bargains, sells, conveys, confirms, assigns, transfers and sets over unto COLUMBIA STAR all rights, titles and interests of CENTRAL STATES under the Passenger Services Agreement.

2. <u>Assumption by COLUMBIA STAR</u>: In view of the foregoing recitals and the delivery of the foregoing Assignment by CENTRAL STATES, COLUMBIA STAR hereby agrees that effective as of the 1st day of November, 2013, it will (and does hereby) assume and agree with CENTRAL STATES to pay and perform all duties and obligations of CSRA under the Passenger Services Agreement, including but not limited to those for:

- (a) Payment of rent and other fees; and
- (b) Compliance with all requirements with respect to the training and licensing of personnel; and
- (a) Compliance with all reporting requirements; and
- (b) Proper repair and maintenance of the train equipment used in the operation of COLUMBIA STAR's business; and
- (c) Maintenance of insurance as required by Section 7 of the PSA, naming the City of Columbia and CENTRAL STATES as additional insureds thereupon; and
- (d) Compliance with Missouri State Statute §285.530 with respect to the prohibition on employment of unauthorized aliens.

3. <u>COLUMBIA STAR's Warranties, Representations and</u>

Indemnification of CENTRAL STATES: COLUMBIA STAR hereby warrants and represents to CENTRAL STATES that COLUMBIA STAR will fully and faithfully perform each and every obligation of CENTRAL STATES under the Passenger Services Agreement, and abide by each and every requirement and restriction set forth therein. COLUMBIA STAR further agrees to indemnify defend, save and hold harmless CENTRAL STATES and its shareholder, MARK E. VAUGHN, from and against any and all, and each and every suit, action, cause of action, demand, loss, expense, liability and responsibility of any kind or nature whatsoever, without limitation, which hereafter arises out of any failure by COLUMBIA STAR to timely pay and perform any of the duties or obligations of CSRA under

the Passenger Services Agreement, including but not limited to those for the payment of rent and other fees thereunder.

Personal Guaranty of Shareholder: B. ALLEN BROWN II (hereinafter 4. "GUARANTOR"), as the sole shareholder of COLUMBIA STAR DINNER TRAIN, does hereby individually, perpetually, irrevocably, unconditionally and continuously guarantee unto each of CENTRAL STATES RAIL ASSOCIATION, INC., MARK E. VAUGHN, and the CITY OF COLUMBIA, MISSOURI, the timely payment and performance by COLUMBIA STAR of each and all of the duties and obligations of CSRA under the Passenger Services Agreement, and the duties and obligations of COLUMBIA STAR to indemnify, defend, save and hold harmless CENTRAL STATES and the CITY of and from each and every suit, action, cause of action, demand, loss, expense, liability and responsibility which hereafter arises out of any failure by COLUMBIA STAR to timely pay and perform the duties and obligations of CSRA under the Passenger Services Agreement. This Guaranty shall be a CONTINUING GUARANTY. It shall not be a condition of this Guaranty that any indemnified party proceed first against COLUMBIA STAR before proceeding against GUARANTOR, and this Guaranty shall be binding upon GUARANTOR's respective heirs, executors, administrators, personal representatives, devisees, legatees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their authorized representatives, as follows, as of this _____ day of _____ day of ______ NOVEMBER______, 2013:

CENTRAL STATES RAIL ASSOCIATION, INC.:

Signature: Name: Title:

é

Mark E. Vaughn President

ATTEST:

COLUMBIA STAR DINNER TRAM, INC.: Signature: Name: Ƙwmኺ Title: + (ED

ATTEST

B. ALLEN BROWN

Signature:

CITY'S CONSENT APPEARS ON NEXT PAGE

Source: Water & Light	Agenda Item No:
To: <u>City Council</u> From: <u>City Manager</u>	Bu P. William for TAJ
Council Meeting Date:	Dec 2, 2013 MM

Re: Agreement for Assignment of Columbia Star Dinner Train

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration a resolution authorizing the City Manager to execute an agreement for the assignment of rights and duties under the Passenger Services Agreement between the City of Columbia and Central States Rail Associates, Inc., to Columbia Star Dinner Train, Inc. This action is necessary to complete the change in ownership related to the Columbia Star Dinner Train from Central States Rail Associates, Inc.,

DISCUSSION:

In June of 2010, the City of Columbia executed a Passenger Services Agreement with Central States Rail Associates, Inc. (hereinafter "Central States Rail") which allowed Central States Rail to operate an excursion passenger dinner train over the City's railroad track. The agreement also provided for the use of office and warehouse space. The attached assignment agreement allows for Central States Rail to assign their rights, duties and obligations under the Passenger Services Agreement to Columbia Star Dinner Train, Inc. (hereinafter "Columbia Star"). Columbia Star will be responsible for complying with the terms and conditions of the original Passenger Services Agreement and the assignment will complete the change in ownership of the Columbia Star Dinner Train to Columbia Star Dinner Train, Inc.

FISCAL IMPACT:

None

VISION IMPACT:

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

None

SUGGESTED COUNCIL ACTIONS:

Adopt the resolution authorizing the City Manager to execute an agreement for assignment of rights and duties under the Passenger Services Agreement from Central States Rail Associates, Inc., to Columbia Star Dinner Train, Inc.

FISCAL and VISION NOTES:							
City Fiscal ImpactProgram ImpactEnter all that applyProgram 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 yea	ar net costs:	Resources Rec	luired	Vision Impact?	No		
One Time	\$0.00	Requires add'I FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #			
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #			
		Requires add'l capital equipment?	No	Fiscal year implementation Task #			

CITY OF COLUMBIA, MISSOURI





OFFICE OF CITY MANAGER

July 6, 2011

Mark Vaughn Columbia Star Dinner Train 6501 North Brown Station Road Columbia, MO 65202-9324

Re: Dinner Train Contract

Mr. Vaughn,

This letter serves as the City's approval to assign the contract entered into by the City with Central States Rail Associates, Inc. for the operation of a dinner train on property owned by COLT to Columbia Star Dinner Train, Inc.

Sincerely,

MANA Mats

Mike Matthes City Manager

cc: Tony St Romaine Sheela Amin

> 701 E. BROADWAY • P.O. BOX 6015 • COLUMBIA, MISSOURI 65205-6015 (573) 874-7214 • FAX (573) 442-8828 • TTY (573) 874-7215 www.GoColumbiaMo.com