

Introduced by \_\_\_\_\_ Council Bill No. R 131-12

**A RESOLUTION**

authorizing agreements for transportation services with CCAL  
301 Campus View Dr, LLC and Rock Quarry Properties, LLC  
d/b/a The Pointe at Rock Quarry Park.

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 CCAL 301 Campus View Dr, 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.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

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

**CCAL 301 Campus View Dr, LLC, 301 Campus View Dr., Columbia, Mo. 65201**

THIS AGREEMENT made as of \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Columbia, Missouri, hereinafter called the CITY, and CCAL Campus View Dr, 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 *Campus View Apartments*. Residents of *Campus View Apartments* will have free access to the Gold Route for the University of Missouri Fall and Winter semesters.

a.1 2012/2013 (August 2012 – December 2012 (Fall Semester) and January 2013 – May 2013 (Winter 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 **\$13,715** per semester (as described above) for a total of **\$27,430**.

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.

3.5 The CITY shall not sell additional passes for Gold Route service to Campus View residents at or on the Campus View property. The CITY does not sell Gold Route only passes, except as part of a contract with a designated apartment complex.

CITY OF COLUMBIA, MISSOURI

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Mike Matthes, City Manager

ATTESTED BY:

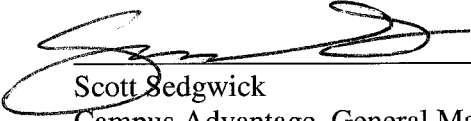
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Sheela Amin, City Clerk

APPROVED AS TO FORM:

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Fred Boeckmann, City Counselor



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Scott Sedgwick  
Campus Advantage, General Manager  
CCAL 301 Campus View Dr, LLC  
301 Campus View Drive  
Columbia, MO 65201-8588

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 \_\_\_\_\_, 2012 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 Black Route for *The Pointe*. Residents of the *The Pointe* Apartments will have free access to the Black Route for the University of Missouri Fall and Spring semesters.

a.1 2012/2013 (August 2012 – December 2012 (Fall Semester) and January 2013 – May 2013 (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

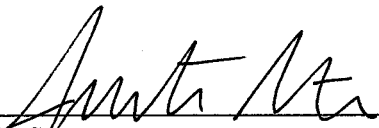
\_\_\_\_\_  
Mike Matthes, City Manager

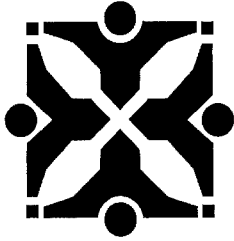
ATTESTED BY:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fred Boeckmann, City Counselor

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



Source: Public Works

*John*

Agenda Item No:

To: City Council  
From: City Manager and Staff

*MM*

Council Meeting Date: Aug 6, 2012

Re: Gold Route Apartment Agreements for 2012/2013 School Year

**EXECUTIVE SUMMARY:**

Staff has prepared for Council consideration a resolution authorizing agreements for transportation services to two of the large multi-unit housing complexes along Old Highway 63 and South Providence. Columbia Transit provides transportation service, via the Gold Route, to the apartment complexes in that area. The Gold route has been very successful, with a total ridership of 649,119 during the 2011/2012 school year.

**DISCUSSION:**

Columbia Transit provides public transportation service to several apartment complexes along Old Highway 63, which cater primarily to college students. These complexes enable their tenants to board the bus, free at the farebox, by contracting with the City. Semester passes are provided to the complexes to issue to their tenants. Any other transit rider pays 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.

In January of 2012, Columbia Transit staff met with management of the apartment complexes along the Black and Gold routes and proposed that each complex pay \$62.34 per bed, per semester, as an equitable method of recouping costs for the routes. Both Campus View and The Pointe signed one year term agreements for service during the 2012/13 school year, at \$62.34 per bed. Staff is in the process of finalizing two additional contracts, for a total of four, which allows Columbia Transit better planning opportunities and the ability to more efficiently manage its resources.

This new contract fee represents a significant change over previous agreements. There were no previous contracts with The Pointe and Campus View, but informal agreements to purchase small groups of semester passes. Contracts with these large complexes enable Columbia Transit to provide services to this high-density corridor. The combined contractual fees do not pay all associated operational expenses, but do significantly increase the revenue for these routes. In addition, they allow Columbia Transit to provide a service which removes hundreds of private cars from the City roadways each day; more specifically the Old Highway 63 and Stadium Blvd, and Providence Road and Stadium Blvd, intersections. This has been a very successful public/private partnership. The Public Works department will soon be hiring a Marketing Specialist to continue marketing, and negotiating contracts, for service to additional complexes.

The passes issued to these complexes, via contract, will be accepted on all routes. The passes will be fraud-resistant semester passes, similar to the current FastPasses.

**FISCAL IMPACT:**

Campus View Drive, LLC will be paying the City \$13,715 (220 beds x \$62.34) per academic semester, or \$27,430 per school year. Rock Quarry Properties LLC, will pay the City \$14,962 (240 beds x \$62.34) per academic semester, or \$29,924 per school year.

**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.

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?	Yes	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	Yes	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 #	13.4.4
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 #	