

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** R 117-14

**Department Source:** Public Works

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** July 7, 2014

**Re:** Transit Services Agreements with SCI Gateway at Columbia Fund, LLC and Rock Quarry Properties, LLC to Purchase Semester Bus Passes

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

**Supporting documentation includes:** None

## Executive Summary

Authorizing Transportation Services agreements with SCI Gateway at Columbia Fund, LLC and Rock Quarry Properties, LLC for the purchase of semester bus passes beginning the Fall Semester, 2014. Approval of these agreements will result in all residents of the two complexes receiving semester bus passes to ride the COMO Connect bus system.

## Discussion

SCI Gateway at Columbia and Rock Quarry Properties (The Pointe) have requested to renew their Transit Services agreements for the Fall semester of 2014. Approval of these agreements will result in all residents of the two complexes receiving semester bus passes to ride the COMO Connect bus system. The residents will primarily use the 1A and 1B Black Routes to access the University of Missouri campus, but will also have access to all routes in the system.

Due to their budget cycle, the agreement with SCI Gateway at Columbia is for the Fall semester only. They intend to sign a new agreement for the Spring semester as soon as their 2015 budget is approved. The agreement for Rock Quarry Properties (The Pointe) is for both the Fall and Spring semesters.

These agreements increase the bulk purchase price from \$62.50 to \$65.00 per pass. Additionally, these agreements better comply with Federal regulations regarding transportation services that use Federal Transit Administration (FTA) funded assets.

## Fiscal Impact

**Short-Term Impact:** The two contracts will result in the following revenue:

SCI Gateway at Columbia Fund: \$29,250 for the Fall semester

Rock Quarry Properties: \$31,200 for the Fall and Spring semesters

**Long-Term Impact:** None.

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Education, Environment, Transportation

Strategic Plan Impact: Customer Focused Government, Growth Management, Infrastructure

Comprehensive Plan Impact: Environmental Management, Infrastructure, Mobility, Connectivity, and Accessibility, Livable & Sustainable Communities

## Suggested Council Action

Authorizing the approval of Transportation Services agreements with SCI Gateway at Columbia Fund, LLC and Rock Quarry Properties, LLC to purchase semester bus passes.

## Legislative History

Contracts for transportation services with SCI Gateway and Rock Quarry Properties since 2008.

  
Department Approved

  
City Manager Approved

Introduced by \_\_\_\_\_ Council Bill No. R 117-14

**A RESOLUTION**

authorizing agreements for transportation services with SCI Gateway at Columbia Fund, 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 SCI Gateway at Columbia Fund, LLC for the period of August 1, 2014 through December 31, 2014. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

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 for the period of August 1, 2014 through December 31, 2014 and January 1, 2015 through May 31, 2015. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

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

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

APPROVED AS TO FORM:

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

**AGREEMENT**  
**For**  
**TRANSPORTATION SERVICES**

THIS AGREEMENT made as of this 15<sup>th</sup> day of July, 2014 by and between the City of Columbia, Missouri (hereinafter called the "CITY"), and **SCI Gateway at Columbia Fund, LLC (see exhibit B, Schedule of Owners)**, 3904 Buttonwood Dr., Columbia, Mo. 65201 (hereinafter called the "PROPERTY").

WHEREAS, the CITY has an interest in increasing the ridership on the COMO Connect Bus System, and to have residents of the PROPERTY utilize City buses to the maximum extent reasonably possible instead of operating their personal vehicles; and

WHEREAS, the PROPERTY would like for its residents to use the City COMO Connect Bus System.

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:

Columbia Transit will provide transportation services via the COMO Connect route system (the current route is set forth in attachment A). Residents of the PROPERTY will have free access to the all routes of the COMO Connect system though passes purchased by the PROPERTY. The COMO Connect routes are subject to change by providing the PROPERTY at least ninety (90) days in advance of a renewal term herein stated in section 1.2 of the intended route change.

1.2 Term of this agreement shall start on August 1 2014 and terminate on December 31 2014.

1.3 SERVICES may be limited during scheduled holidays, and/or semester breaks in the academic schedule. Routes will operate during academic breaks with reduced frequency. Semester passes do not provide for service during the summer break, however monthly and ride passes will be available for purchase.

1.4 SERVICES may not be provided due to weather or other unforeseen emergencies.

1.5 SERVICES are provided on a first come, first serve basis for all residents. Residents will at all times follow proper bus operations and safety standards.

1.5.1 PROPERTY agrees to distribute to each resident CITY's brochures or informational documents concerning the Columbia Transit bus system and proper use, and the residents' eligibility to ride on said bus service.

1.6 SERVICES are provided via Semester pass from August 1st to December 31<sup>st</sup>, (hereinafter "Fall Semester").

1.6.1 Except as described herein a minimum level of service will be provided as described below:

- a) The COMO Connect, number 1 Black Route, shall operate six (6) days a week, Monday through Saturday.
- b) The hours of operation of the COMO Connect, number 1 Black Route shall be from 6:25 AM until 8:00 PM on Monday through Friday, and then from 10 AM until 8 PM. on Saturdays.

## SECTION 2 - PAYMENT FOR SERVICES PROVIDED

2.1 For services performed, the CITY agrees to utilize the following rates for ridership on the City's buses, which shall be applicable to the PROPERTY:

2.1.1 The PROPERTY will pay for 450 semester bus passes at a rate of Sixty-Five Dollars (\$65.00) per pass totaling Twenty-Nine Thousand Two Hundred and Fifty Dollars (\$29,250) for the Fall Semester.

2.1.2 The CITY is authorized to increase the above rates by providing the PROPERTY at least ninety (90) days in advance of the intended increase.

2.2 Payment is due within thirty (30) days of the August 1 renewal date for the Fall Semester.

2.2.1 PROPERTY will be mailed an invoice at the beginning of the Fall Semester.

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.

2.4 If the CITY 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.

## 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 services 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 This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable.

The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Michael Matthes, City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

**PROPERTY**

By: \_\_\_\_\_  
Name: Mark Schliep 7-1-14  
Title: RPM  
SCI Gateway at Columbia Fund, LLC,  
3904 Buttonwood Dr.  
Columbia, Mo. 65201

# Attachment A

## North/South CONNECTOR Black Route #1

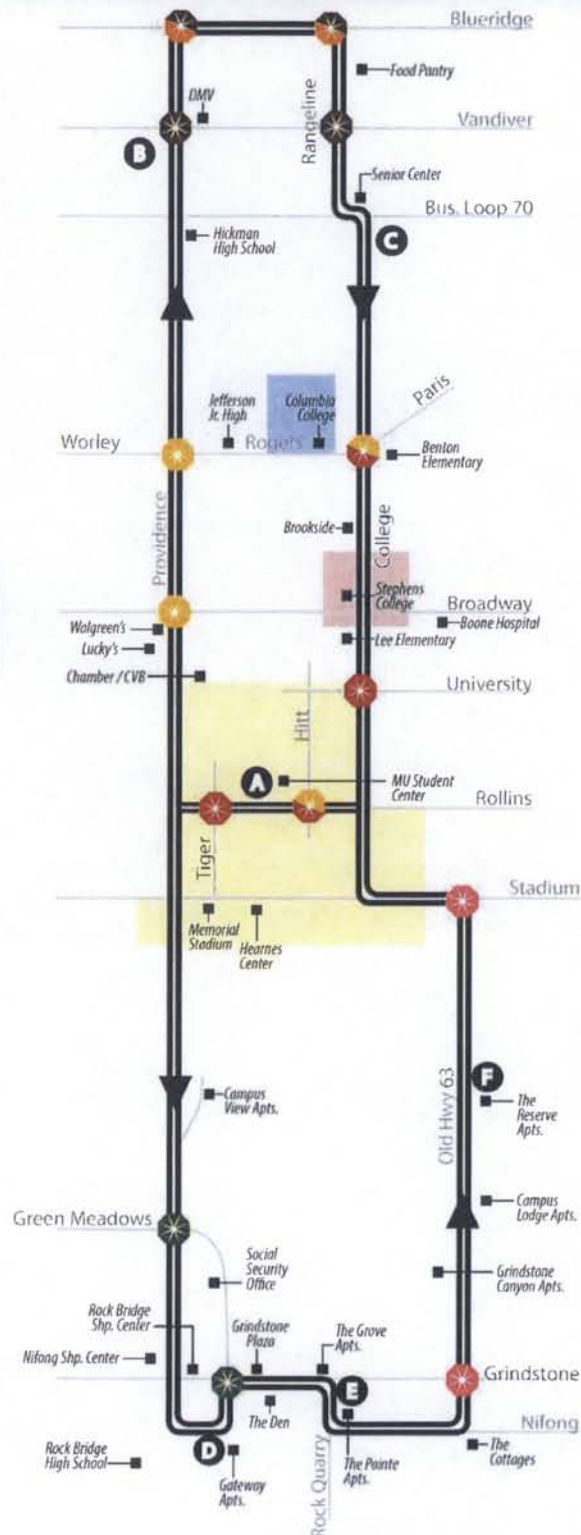
Blueridge to Nifong



Direction B

**A** Time Point

**C** Connection Point





## **SCI Gateway at Columbia**

## **Exhibit B**

### **Schedule of Owners**

SCI Gateway at Columbia Fund, LLC

SCI Gateway at Columbia Fund 1, LLC

SCI Gateway at Columbia Fund 2, LLC

SCI Gateway at Columbia Fund 3, LLC

SCI Gateway at Columbia Fund 5, LLC

SCI Gateway at Columbia Fund 6, LLC

SCI Gateway at Columbia Fund 7, LLC

SCI Gateway at Columbia Fund 8, LLC

SCI Gateway at Columbia Fund 9, LLC

SCI Gateway at Columbia Fund 10, LLC

SCI Gateway at Columbia Fund 11, LLC

SCI Gateway at Columbia Fund 12, LLC

SCI Gateway at Columbia Fund 13, LLC

SCI Gateway at Columbia Fund 14, LLC

SCI Gateway at Columbia Fund 15, LLC

SCI Gateway at Columbia Fund 16, LLC

SCI Gateway at Columbia Fund 17, LLC

SCI Gateway at Columbia Fund 18, LLC

SCI Gateway at Columbia Fund 19, LLC

SCI Gateway at Columbia Fund 20, LLC

SCI Gateway at Columbia Fund 21, LLC

SCI Gateway at Columbia Fund 22, LLC

SCI Gateway at Columbia Fund 23, LLC

SCI Gateway at Columbia Fund 24, LLC

## AGREEMENT

For

### TRANSPORTATION SERVICES

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Columbia, Missouri (hereinafter called the "CITY"), and Rock Quarry Properties, LLC. DBA: **The Pointe at Rock Quarry Park**, 3500 Rock Quarry Road Columbia, MO 65201 (hereinafter called the "PROPERTY").

WHEREAS, the CITY has an interest in increasing the ridership on the COMO Connect Bus System, and to have residents of the PROPERTY utilize City buses to the maximum extent reasonably possible instead of operating their personal vehicles; and

WHEREAS, the PROPERTY would like for its residents to use the City COMO Connect Bus System.

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:

Columbia Transit will provide transportation services via the COMO Connect route system (the current route is set forth in attachment A). Residents of the PROPERTY will have free access to the all routes of the COMO Connect system though passes purchased by the PROPERTY. The COMO Connect routes are subject to change by providing the PROPERTY at least ninety (90) days in advance of a renewal term herein stated in section 1.2 of the intended route change.

1.2 Term of this agreement shall start on August 1 2014 shall automatically renew for subsequent semesters in following years on January 1, and August 1 if not terminated as provided for herein.

1.3 SERVICES may be limited during scheduled holidays, and/or semester breaks in the academic schedule. Routes will operate during academic breaks with reduced frequency. Semester passes do not provide for service during the summer break, however monthly and ride passes will be available for purchase.

1.4 SERVICES may not be provided due to weather or other unforeseen emergencies.

1.5 SERVICES are provided on a first come, first serve basis for all residents. Residents will at all times follow proper bus operations and safety standards.

1.5.1 PROPERTY agrees to distribute to each resident CITY's brochures or informational documents concerning the Columbia Transit bus system and proper use, and the residents' eligibility to ride on said bus service.

1.6 SERVICES are provided via Semester pass from August 1st to December 31<sup>st</sup>, (hereinafter "Fall Semester") and January 1<sup>st</sup> to May 31st (hereinafter "Spring Semester").

1.6.1 Except as described herein a minimum level of service will be provided as described below:

- a) The COMO Connect, number 1 Black Route, shall operate six (6) days a week, Monday through Saturday.
- b) The hours of operation of the COMO Connect, number 1 Black Route shall be from 6:25 AM until 8:00 PM on Monday through Friday, and then from 10 AM until 8 PM. on Saturdays.

## SECTION 2 - PAYMENT FOR SERVICES PROVIDED

2.1 For services performed, the CITY agrees to utilize the following rates for ridership on the City's buses, which shall be applicable to the PROPERTY:

2.1.1 The PROPERTY will pay for 240 semester bus passes at a rate of Sixty-Five Dollars (\$65.00) per pass totaling Fifteen Thousand Six Hundred Dollars (\$15,600) for each of the Fall Semester and Spring Semester (as described above), for a total of Thirty-One Thousand, Two Hundred Dollars (\$31,200).

2.1.2 The CITY is authorized to increase the above rates by providing the PROPERTY at least ninety (90) days in advance of the intended increase.

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

2.2.1 PROPERTY will be mailed an invoice at the beginning of each calendar month during the Fall and Spring Semester.

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.

2.4 If the CITY 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.

2.5 After January 1 of 2015, either the PROPERTY or the CITY may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least ninety (90) days in advance of the intended termination date.

## 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 services 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 This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable.

The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of-Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Michael Matthes, City Manager

ATTEST:

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

APPROVED AS TO FORM:

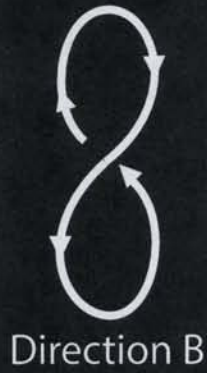
\_\_\_\_\_  
Nancy Thompson, City Counselor

**PROPERTY**

By: \_\_\_\_\_  
Name: JUSTIN STARR  
Title: Member of LLC  
Rock Quarry Properties, LLC.  
DBA: **The Pointe at Rock Quarry Park**  
3500 Rock Quarry Road  
Columbia, MO 65201

# Attachment A

## North/South CONNECTOR Black Route #1 Blueridge to Nifong



- Time Point
- Connection Point

