

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 147-14

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: August 18, 2014

Re: Transit Services Agreements with EDR Columbia, LP and Mizzou CVA, LLC

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Agreements

Supporting documentation includes: None

Executive Summary

Authorizing Transportation Services agreements with EDR Columbia, LP and Mizzou CVA, LLC for the purchase of semester bus passes for the Fall semester of 2014 and Spring semester of 2015. 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

EDR Columbia, LP (The Reserve) and Mizzou CVA, LLC (Campus View) have requested to renew their Transit Services agreements for the 2014/2015 school year. 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, and 406 Tiger Line to access the University of Missouri campus, but will also have access to all routes in the system.

These agreements increase the bulk purchase price from \$62.50 to \$65.00 per pass, and the agreements now 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:

EDR Columbia, LLC: \$87,880 for the Fall and Spring semesters

Mizzou CVA, LP: \$29,380 for the Fall and Spring semesters

Long-Term Impact: None

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

City of Columbia

701 East Broadway, Columbia, Missouri 65201

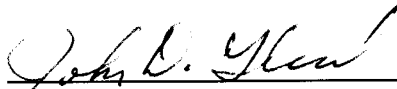


Suggested Council Action

Approve the Transportation Services agreements with EDR Columbia, LP and Mizzou CVA, LLC for transit services.

Legislative History

Contracts for transportation services with properties since 2008.

A handwritten signature in black ink, appearing to read "John D. Ghera".

Department Approved

A handwritten signature in black ink, appearing to read "Mike Matt".

City Manager Approved

Introduced by _____ Council Bill No. R 147-14

A RESOLUTION

authorizing agreements for transportation services with EDR
Columbia, LP d/b/a The Reserve at Columbia and Mizzou
CVA, LLC.

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 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 A" attached
hereto and made a part hereof.

SECTION 2. The City Manager is hereby authorized to execute an agreement for
transportation services with Mizzou CVA, LLC. The form and content of the agreement
shall be substantially as set forth in "Exhibit B" 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 29th day of July, 2014 by and between the City of Columbia, Missouri (hereinafter called the "CITY"), and EDR Columbia, LP - DBA: **The Reserve at Columbia**, 2500 Old Highway 63, 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 31st, (hereinafter “Fall Semester”) and January 1st 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 676 semester bus passes at a rate of Sixty-Five Dollars (\$65.00) per pass totaling Forty-Two Thousand Nine Hundred Dollars (\$43,940) for each of the Fall Semester and Spring Semester (as described above), for a total of Eighty-Seven Thousand, Eight Hundred and Eighty Dollars (\$87,880).

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 January 1 renewal date for the Spring Semester, and August 1 renewal date for the Fall Semester.

2.2.1 PROPERTY will be mailed an invoice at the beginning of each 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: Christine Richards

Title: CEO + SVP

EDR Columbia, LP

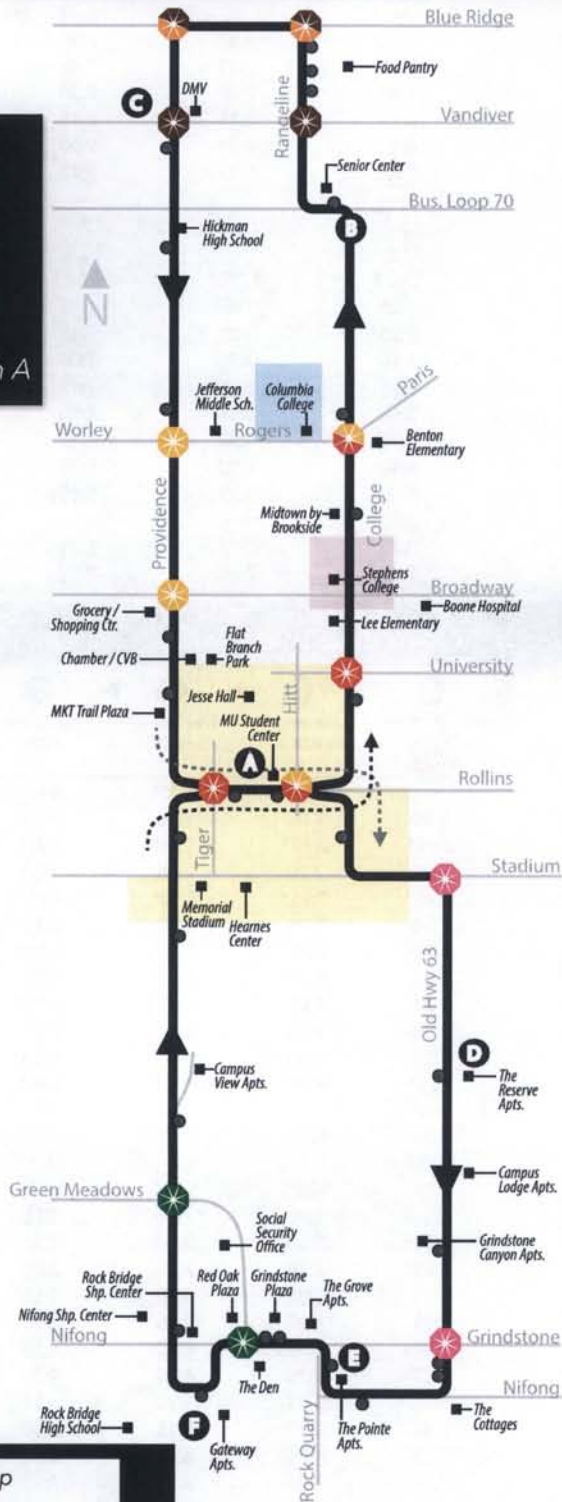
DBA: **The Reserve at Columbia**

2500 Old Highway 63

Columbia, Mo. 65201

North/South CONNECTOR Black Route #1A

Blue Ridge to Nifong



- Bus Stop
- ⬆ Time Point
- 🚶 Connection Point

Black Route Direction A: *North End*

A MU Student Center	B Bus Loop & Rangeline	C Providence & Vandiver	<i>cont. to South End</i>
--	6:45	6:55	AM
7:10	7:15	7:25	
7:40	7:45	7:55	
8:10	8:15	8:25	
8:40	8:45	8:55	
9:10	9:15	9:25	
9:40	9:45	9:55	
10:10	10:15	10:25	
11:10	11:15	11:25	
12:10	12:15	12:25	PM
1:10	1:15	1:25	
2:10	2:15	2:25	
2:40	2:45	2:55	
3:10	3:15	3:25	
3:40	3:45	3:55	
4:10	4:15	4:25	
4:40	4:45	4:55	
5:10	5:15	5:25	
5:40	5:45	5:55	
6:10	6:15	6:25	
7:10	7:15	7:25	
8:10			

Black Route Direction A: *South End*

A MU Student Center	D The Reserve Apts.	E The Pointe Apts.	F Gateway Apts.	cont. to North End
--	6:25*	6:30*	6:35*	AM
--	--	--	6:55	
6:50*	7:00*	7:05*	7:10*	
7:05	7:15	7:20	7:25	
7:25*	7:35*	7:40*	7:45*	
7:35	7:45	7:50	7:55	
8:00*	8:10*	8:15*	8:20*	
8:05	8:15	8:20	8:25	
8:35	8:45	8:50	8:55	
8:35*	8:45*	8:50*	8:55*	
9:05	9:15	9:20	9:25	
9:10*	9:20*	9:25*	9:30*	
9:35	9:45	9:50	9:55	
9:45*	--	--	--	
10:05	--	--	--	
10:35	10:45	10:50	10:55	
11:35	11:45	11:50	11:55	
12:35	12:45	12:50	12:55	PM
1:35	1:45	1:50	1:55	
2:35	2:45	2:50	2:55	
3:05	3:15	3:20	3:25	
3:35	3:45	3:50	3:55	
4:05	4:15	4:20	4:25	
4:35	4:45	4:50	4:55	
5:05	5:15	5:20	5:25	
5:35	5:45	5:50	5:55	
6:05	--	--	--	
6:35	6:45	6:50	6:55	
7:35	7:45	7:50	7:55	

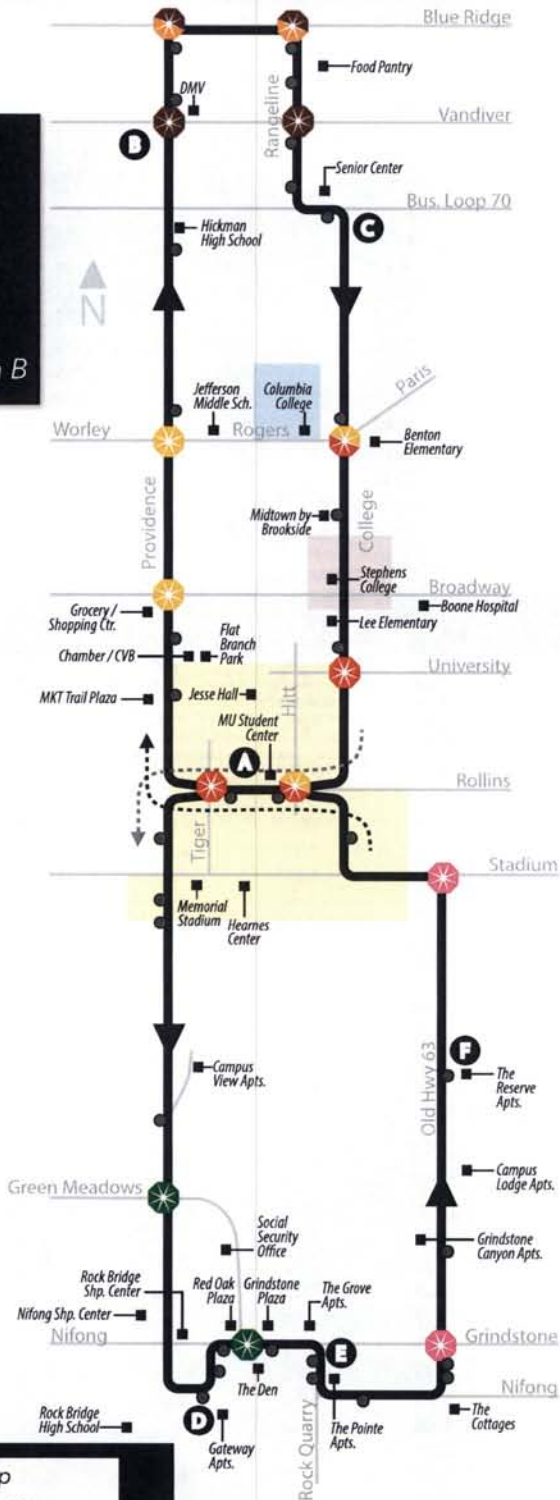
 = Saturday Schedule
 = Bus's Last Stop - no boarding
 12:34* = Special AM Bus, South Loop Only

North/South CONNECTOR Black Route #1B

Blue Ridge to Nifong



Direction B



- Bus Stop
- ⓐ Time Point
- Ⓢ Connection Point

Black Route Direction B: North End

A	B	C	cont. to South End
MU Student Center	Providence & Vandiver	Bus Loop & Rangeline	
--	--	6:45	AM
--	6:50	7:00	
7:25	7:35	7:45	
7:40	7:50	8:00	
8:25	8:35	8:45	
8:40	8:50	9:00	
9:25	9:35	9:45	
9:40	--	--	
10:25	10:35	10:45	
11:25	11:35	11:45	
12:25	12:35	12:45	PM
1:25	1:35	1:45	
2:25	2:35	2:45	
2:40	2:50	3:00	
3:25	3:35	3:45	
3:40	3:50	4:00	
4:25	4:35	4:45	
4:40	4:50	5:00	
5:25	5:35	5:45	
5:40	--	--	
6:25	6:35	6:45	
7:25	7:35	7:45	

Black Route Direction B: South End

A	D	E	F	cont. to North End
MU Student Center	Gateway Apts.	The Pointe Apts.	The Reserve Apts.	
--	6:35*	6:40*	6:45*	AM
6:50	7:05	7:10	7:15	
6:55*	7:10*	7:15*	7:20*	
7:05	7:20	7:25	7:30	
7:30*	7:45*	7:50*	7:55*	
7:50	8:05	8:10	8:15	
8:05*	8:20*	8:25*	8:30*	
8:05	8:20	8:25	8:30	
8:40*	8:55*	9:00*	9:05*	
8:50	9:05	9:10	9:15	
9:05	9:20	9:25	9:30	
9:15*	9:30*	9:35*	9:40*	
9:50*	--	--	--	
9:50	10:05	10:10	10:15	
10:50	11:05	11:10	11:15	
11:50	12:05	12:10	12:15	PM
12:50	1:05	1:10	1:15	
1:50	2:05	2:10	2:15	
2:05	2:20	2:25	2:30	
2:50	3:05	3:10	3:15	
3:05	3:20	3:25	3:30	
3:50	4:05	4:10	4:15	
4:05	4:20	4:25	4:30	
4:50	5:05	5:10	5:15	
5:05	5:20	5:25	5:30	
5:50	6:05	6:10	6:15	
6:50	7:05	7:10	7:15	
7:50	--	--	--	

— = Saturday Schedule = Bus's Last Stop - no boarding
12:34* = Special AM Bus, South Loop Only

AGREEMENT

For

TRANSPORTATION SERVICES

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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:

The CITY will provide transportation services via the COMO Connect route system and Tiger Line Shuttle System (the current routes are set forth in attachment A). Residents of the PROPERTY will have free access to all routes of the COMO Connect and Tiger Line systems through passes purchased by the PROPERTY. 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 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 31st, (hereinafter "Fall Semester") and January 1st 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. The Tiger Line routes operate 7 days a week while the University of Missouri is in regular session.
- 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. The Tiger Line Routes run Monday through Friday 6:40 AM to 1:30 AM, Saturday and Sunday from 12 PM to 1:30 AM.

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 226 semester bus passes at a rate of Sixty-Five Dollars (\$65.00) per pass totaling Fourteen Thousand Six Hundred and Ninety Dollars (\$14,690) for each of the Fall Semester and Spring Semester (as described above), for a total of Twenty-Nine Thousand, Three Hundred and Eighty Dollars (\$29,380).

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 January 1 renewal date for the Spring Semester, and August 1 renewal date for the Fall Semester.

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

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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 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:

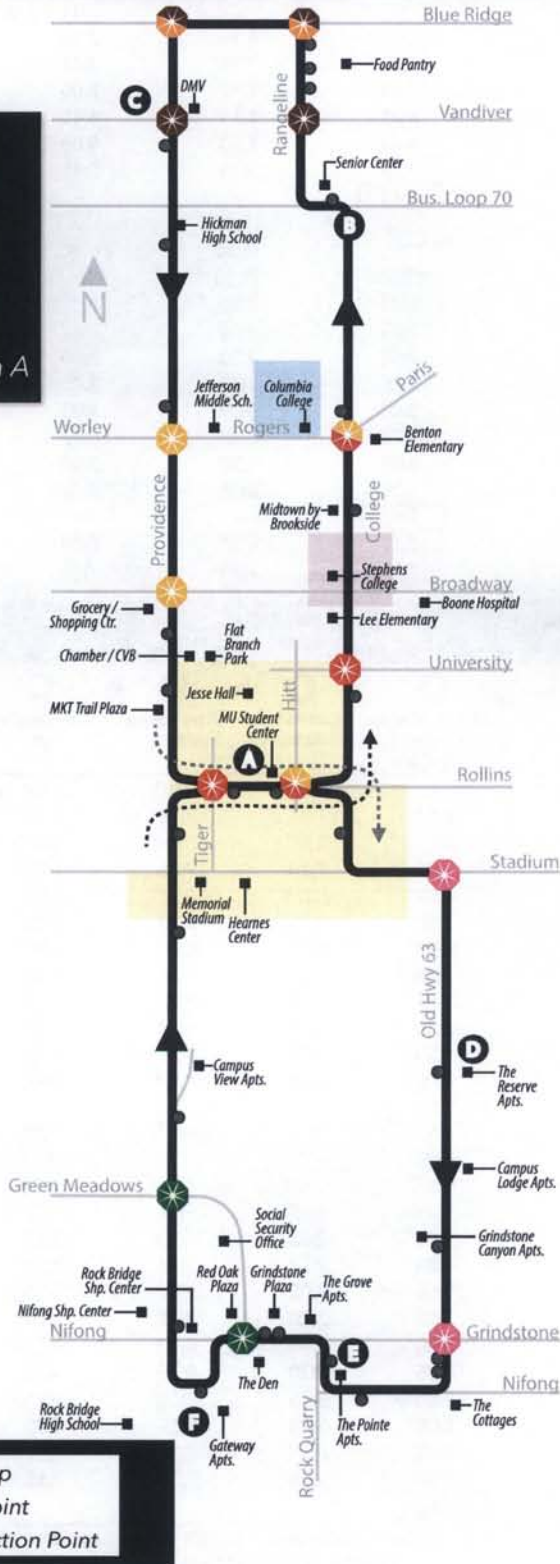
Nancy Thompson, City Counselor

PROPERTY

By: Christie Hunter
Name: Christie Hunter
Title: General manager
General Manager
Mizzou CVA, LLC
301 Campus View Drive
Columbia, MO 65201-8588

North/South CONNECTOR Black Route #1A

Blue Ridge to Nifong



Black Route Direction A: North End

A	B	C	cont. to South End
MU Student Center	Bus Loop & Rangeline	Providence & Vandiver	
--	6:45	6:55	AM
7:10	7:15	7:25	
7:40	7:45	7:55	
8:10	8:15	8:25	
8:40	8:45	8:55	
9:10	9:15	9:25	
9:40	9:45	9:55	
10:10	10:15	10:25	
11:10	11:15	11:25	
12:10	12:15	12:25	PM
1:10	1:15	1:25	
2:10	2:15	2:25	
2:40	2:45	2:55	
3:10	3:15	3:25	
3:40	3:45	3:55	
4:10	4:15	4:25	
4:40	4:45	4:55	
5:10	5:15	5:25	
5:40	5:45	5:55	
6:10	6:15	6:25	
7:10	7:15	7:25	
8:10			

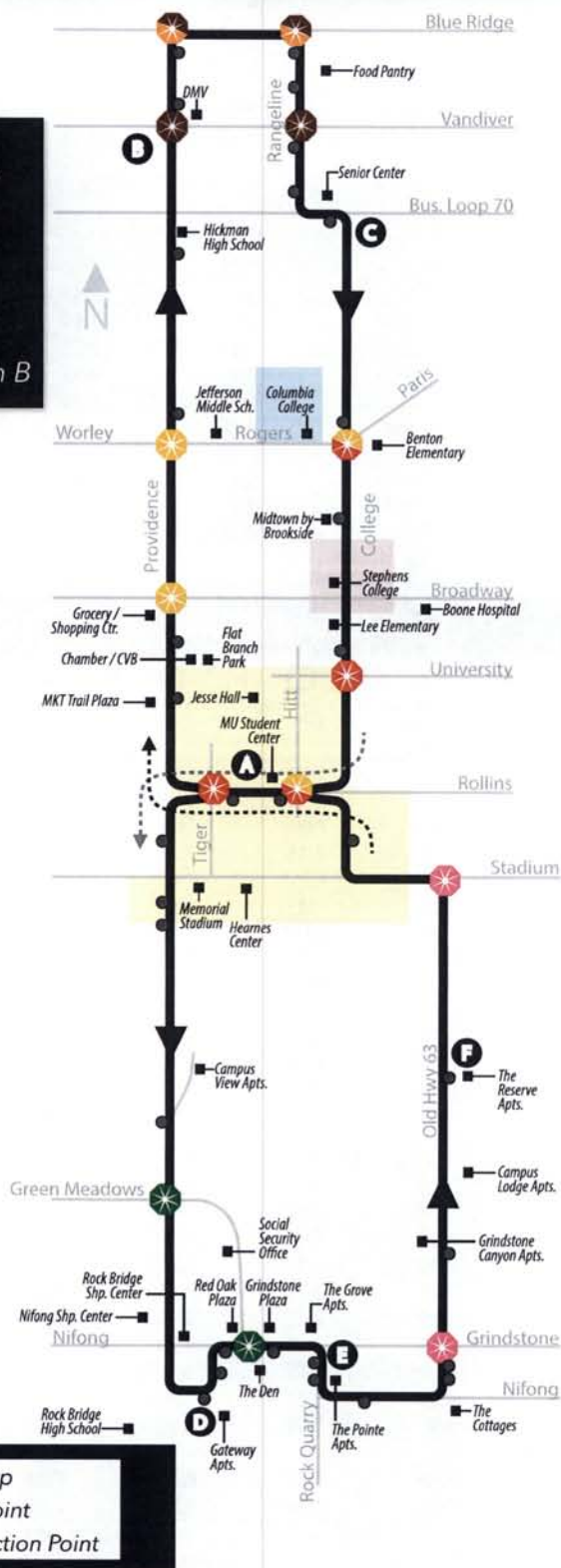
Black Route Direction A: South End

A	D	E	F	cont. to North End
MU Student Center	The Reserve Apts.	The Pointe Apts.	Gateway Apts.	
--	6:25*	6:30*	6:35*	AM
--	--	--	6:55	
6:50*	7:00*	7:05*	7:10*	
7:05	7:15	7:20	7:25	
7:25*	7:35*	7:40*	7:45*	
7:35	7:45	7:50	7:55	
8:00*	8:10*	8:15*	8:20*	
8:05	8:15	8:20	8:25	
8:35	8:45	8:50	8:55	
8:35*	8:45*	8:50*	8:55*	
9:05	9:15	9:20	9:25	
9:10*	9:20*	9:25*	9:30*	
9:35	9:45	9:50	9:55	
9:45*	--	--	--	
10:05	--	--	--	
10:35	10:45	10:50	10:55	
11:35	11:45	11:50	11:55	
12:35	12:45	12:50	12:55	PM
1:35	1:45	1:50	1:55	
2:35	2:45	2:50	2:55	
3:05	3:15	3:20	3:25	
3:35	3:45	3:50	3:55	
4:05	4:15	4:20	4:25	
4:35	4:45	4:50	4:55	
5:05	5:15	5:20	5:25	
5:35	5:45	5:50	5:55	
6:05	--	--	--	
6:35	6:45	6:50	6:55	
7:35	7:45	7:50	7:55	

— = Saturday Schedule — = Bus's Last Stop - no boarding
12:34* = Special AM Bus, South Loop Only

Blue Ridge to Nifong

Blue Ridge to Nifong







A ▶ **B** ▶ **C** ▶ *cont. to South End*

MU Student Center Providence & Vandiver Bus Loop & Rangeline

A MU Student Center	B Providence & Vandiver	C Bus Loop & Rangeline	
--	--	6:45	AM
--	6:50	7:00	
7:25	7:35	7:45	
7:40	7:50	8:00	
8:25	8:35	8:45	
8:40	8:50	9:00	
9:25	9:35	9:45	
9:40	--	--	
10:25	10:35	10:45	
11:25	11:35	11:45	
12:25	12:35	12:45	PM
1:25	1:35	1:45	
2:25	2:35	2:45	
2:40	2:50	3:00	
3:25	3:35	3:45	
3:40	3:50	4:00	
4:25	4:35	4:45	
4:40	4:50	5:00	
5:25	5:35	5:45	
5:40	--	--	
6:25	6:35	6:45	
7:25	7:35	7:45	

➔ **A** MU Student Center ➔ **D** Gateway Apts. ➔ **E** The Pointe Apts. ➔ **F** The Reserve Apts. ➔ *cont. to North End*

 MU Student Center	 Gateway Apts.	 The Pointe Apts.	 The Reserve Apts.	to North End
--	6:35*	6:40*	6:45*	AM
6:50	7:05	7:10	7:15	
6:55*	7:10*	7:15*	7:20*	
7:05	7:20	7:25	7:30	
7:30*	7:45*	7:50*	7:55*	
7:50	8:05	8:10	8:15	
8:05*	8:20*	8:25*	8:30*	
8:05	8:20	8:25	8:30	
8:40*	8:55*	9:00*	9:05*	
8:50	9:05	9:10	9:15	
9:05	9:20	9:25	9:30	
9:15*	9:30*	9:35*	9:40*	
9:50*	--	--	--	
9:50	10:05	10:10	10:15	
10:50	11:05	11:10	11:15	
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12:50	1:05	1:10	1:15	
1:50	2:05	2:10	2:15	
2:05	2:20	2:25	2:30	
2:50	3:05	3:10	3:15	
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3:50	4:05	4:10	4:15	
4:05	4:20	4:25	4:30	
4:50	5:05	5:10	5:15	
5:05	5:20	5:25	5:30	
5:50	6:05	6:10	6:15	
6:50	7:05	7:10	7:15	
7:50				

 = Saturday Schedule = Bus's Last Stop - no boarding
12:34* = Special AM Bus, South Loop Only