

Introduced by _____ Council Bill No. R 92-13

A RESOLUTION

authorizing agreements for transportation services with
American Campus Communities d/b/a Grindstone Canyon and
The Cottages of 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 American Campus Communities d/b/a Grindstone Canyon. 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 American Campus Communities d/b/a The Cottages of Columbia. 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 _____, 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

American Campus Communities
DBA: Grindstone Canyon
2400 East Nifong Blvd., Columbia, MO 65201

THIS AGREEMENT made as of ____ day of _____, 2013 by
and between the City of Columbia, Missouri, hereinafter called the CITY, and
Grindstone Canyon, 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 Grindstone Canyon. Residents of Grindstone Canyon will have no-fare access to the Gold Route while the University of Missouri is in regular session.
 - 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 holidays, 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 via the 208 Gold Route; 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 \$23,875 per semester for day service (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:

Nancy Thomas, City Counselor

(Signatory Title)

American Campus Communities
DBA: Grindstone Canyon,
3101 Old Route 63.
Columbia, MO 65201
573-256-7897

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

American Campus Communities
DBA: The Cottages of Columbia
2400 East Nifong Blvd., 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 Cottages of Columbia, 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 Cottages of Columbia. Residents of The Cottages of Columbia will have no-fare access to the Black Route while the University of Missouri is in regular session.
 - 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 holidays, 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 via the 209 Day Black Route; 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 \$32,063 per semester for day service (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

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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:

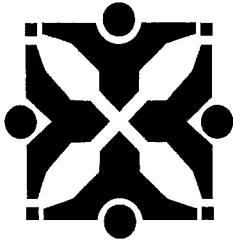
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thomas, City Counselor

(Signatory Title)

American Campus Communities
DBA: The Cottages of Columbia,
2400 East Nifong Blvd.
Columbia, MO 65201
573-256-0070



Source: Public Works *goh*

Agenda Item No:

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

Council Meeting Date: May 6, 2013

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

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration a Resolution authorizing agreements with American Campus Communities d/b/a *Grindstone Canyon* and *The Cottages of Columbia* for transportation services via the Black and Gold Routes, for the 2013/2014 academic 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. 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 transportation agreements allow Columbia Transit better planning opportunities and the ability to more efficiently manage its resources.

FISCAL IMPACT:

Grindstone Canyon will pay the City \$47,750 (382 beds @ \$62.50 per semester), and *The Cottages at Columbia* will pay the City \$64,216 (513 beds @ \$62.50 per semester), for the 2013/2014 school year. The combined contractual fees do not pay all associated operational expenses, but do significantly increase the revenue for the route. 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>

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 American Campus Communities d/b/a *Grindstone Canyon* and *The Cottages 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?	Yes	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 #	13.4.4
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 #	