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Mayor

Nancy Berry

Mayor Pro Tem

John Crompton

City Manager

David Neeley

Council members

Jess Fields

Dennis Maloney

Katy-Marie Lyles

Dave Ruesink

Jana McMillan

Agenda

College Station City Council

Workshop Meeting

Thursday, March 24, 2011 3:00 p.m.

City Hall Council Chambers, 1101 Texas Avenue

College Station, Texas

1. Presentation, possible action, and discussion on items listed on the consent agenda.
2. Presentation, possible action, and discussion regarding the plan to enhance pedestrian safety along University Drive between Wellborn Road and Tauber Street, an ordinance removing parking on University Drive, and a Memorandum of Understanding (MOU) with the Northgate District Association.
3. Presentation, possible action, and discussion regarding the progress of the Medical Corridor Study.
4. Presentation, possible action, and discussion on the award of a Construction Contract (RFP 11-45) with Knife River in the amount of \$878,264.39 for the Royder Road & Greens Prairie Trail Reconstruction Project.
5. Presentation, possible action, and discussion regarding the annual contract with McCord Engineering, Inc. for engineering services provided to College Station Utilities. This item is on the Consent Agenda for March 24, 2011 for Council approval.
6. Council Calendar
 - March 28 Ribbon Cutting-New Whataburger-Hwy. 6/Wm. D. Fitch at 10:30 a.m.
 - March 30 Ground Breaking Ceremony-Scott and White Clinic at Rock Prairie/Hwy 6-Scott and White Build Site, 2:00 p.m.
 - March 30 Police Department Awards Banquet at the College Station Conference Center, 6:30 p.m.
 - March 31 Youth Advisory Committee Town Hall Meeting at A&M Consolidated High School-Lecture Hall, 4:30 p.m.
 - April 1 TAMU Chancellor's Century Council Annual Banquet at Clayton W. Williams, Jr. Alumni Center, 7:00 p.m.
 - April 6 Mays Business School-Zale Visionary Merchant Lecture and Award Luncheon at Ray Auditorium, Mays Business School, 11:30 a.m.
 - April 7 Planning & Zoning Commission Meeting in Council Chambers at 6:00 p.m.
 - April 14 City Council Workshop/Regular Meeting in Council Chambers at 3:00 & 7:00 p.m.
 - April 18 IGC Meeting at BVCOG, 12:00 p.m.

City Council Workshop Meeting

Thursday, March 24, 2011

7. Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.
8. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS. Cemetery Committee, Code Review Committee, Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor's Council on Physical Fitness, Mayor's Development Forum, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board).
9. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Consultation with Attorney {Gov't Code Section 551.071}; possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

Litigation

- a. City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- b. Clancey v. College Station, Glenn Brown, and Kathy Merrill
- c. Rachel Rahn v. Alma Martinez, The Arkitek Studio, Inc. et al, cause No. 09-000656-CV361
- d. Timothy Delasandro et al v. City of College Station et al; Cause No. 11-000240-CV-272
- e. City of College Station, Texas, v. Virtual Equity Group, Inc, et al relating to nonpayment of hotel occupancy taxes for College Station Inn
- f. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- g. Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- h. Water CCN / 2002 Annexation / Wellborn Water Supply Corporation

Legal Advice

- a. Legal issues regarding possible revenue sharing and legislation in bio-corridor
- b. Legal Issues Related to Wellborn Annexation

Real Estate {Gov't Code Section 551.072}; possible action The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a

City Council Workshop Meeting

Thursday, March 24, 2011

detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Shake's lease at Chimney Hill property

Personnel {Gov't Code Section 551.074}; possible action

The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. Council Self Evaluation

Security {Gov't Code Section 551.076}; possible action

The City Council may deliberate the deployment, or specific occasions for implementation, of security personnel or devices or a security audit. After executive session discussion, any final action or vote taken will be in public. The following subject may be discussed:

- a. City Hall security

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action

The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Scott & White Healthcare

10. Adjourn.

APPROVED:

City Manager

Notice is hereby given that a Workshop Meeting of the City Council of the City of College Station, Texas will be held on the 24th day of March, 2011 at 3:00 pm in the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda

Posted this 18th day of March, 2011 at 2:00 pm

City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on March 18, 2011 at 2:00 pm and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

City Council Workshop Meeting

Thursday, March 24, 2011

This public notice was removed from the official board at the College Station City Hall on the following date and time: _____ by _____.

Dated this _____ day of _____, 2011.

CITY OF COLLEGE STATION, TEXAS

By _____

Subscribed and sworn to before me on this the _____ day of _____,

_____ Notary Public – Brazos County, Texas My commission expires: _____

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.

March 24, 2011
Workshop Agenda Item No. 2
University Drive Pedestrian Safety Improvement Project

To: David Neeley, City Manager

From: Chuck Gilman, Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding the plan to enhance pedestrian safety along University Drive between Wellborn Road and Tauber Street, an ordinance removing parking on University Drive, and a Memorandum of Understanding (MOU) with the Northgate District Association.

Relationship to Strategic Goals: IV. Improving Multi Modal Transportation

Recommendation(s): Staff recommends approval of the ordinance and the MOU.

Summary: It was reported in the Battalion in June 2010, that "since 2001 in the project area... there have been about 342 accidents with 12 of those involving pedestrians or bicyclists. Also, eight out of those 12 have been in the past two years." The primary focus of this project is to significantly increase the pedestrians' safety as they cross University Drive. The vast majority of pedestrians and bicyclists cross University Drive at the College Main intersection.

Presentations to the City Council about the efforts between the City and TxDOT to improve pedestrian safety along University Drive were made in July 2009, November 2009, and June 2010. At the meeting in June, Council directed staff to:

- Permanently close College Main to vehicle traffic
- Remove parking along University Drive
- Create a loading zone, if desired by property owners

A presentation and discussions have also been held with Texas A&M University (TAMU) staff about the need for the project. TAMU is supportive of the project.

The University Drive Pedestrian Safety Improvement plan being developed by TxDOT is based on public comments they received at the City Council meetings, prior public meetings held by TxDOT, City initiated public meetings with the merchants, comments from the Northgate District Association (NDA) via bi-weekly meetings between the City and the Executive Director of the NDA, and direction from the College Station City Council.

During discussions with the merchants and the NDA, several requests were made due to concerns about how the project would impact their business. A memorandum of understanding (MOU) was developed to document needed safety aspects of the project and what the city would do, if approved by the City Council, to mitigate the concerns of the merchants. A copy of the MOU is attached to this cover sheet.

Budget & Financial Summary: TxDOT has approximately \$2M for the construction phase of this project. The scope of this project changed and evolved as stakeholders provided feedback and input; however, the budget was not increased. The State is working diligently to develop a design that meets the needs of the City, TAMU, and the NDA within the allowable \$2M budget. However, the City may need to contribute some additional funds to this project if favorable bids are not received. The City will be solely responsible for the cost associated with the design and construction of the capital improvements included in the MOU with the NDA.

Attachments:

1. Ordinance
2. Memorandum of Understanding
3. Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," SUB-SECTION E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS" TRAFFIC CONTROL DEVICE INVENTORY – "SCHEDULE XII", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 4E "NO PARKING" TO INCLUDE PROHIBITING PARKING, STANDING, AND STOPPING ON FM 60; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That CHAPTER 10, "TRAFFIC CODE", SECTION 4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," SUBSECTION E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS" TRAFFIC CONTROL DEVICE INVENTORY – "SCHEDULE XII" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance shall become effective January 1, 2012.

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this 24th day of March, 2011.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That the CHAPTER 10, "TRAFFIC CODE", SECTION 4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," SUB-SECTION E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS" TRAFFIC CONTROL DEVICE INVENTORY – "SCHEDULE XII" is hereby amended to include the following:

FM 60 – No Parking, Standing, or Stopping on FM 60.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLLEGE
STATION AND NORTHGATE DISTRICT ASSOCIATION**

This Memorandum of Understanding (Agreement) is made and entered into by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and the **Northgate District Association**, a Texas Nonprofit Corporation (“NDA”). This Agreement sets forth the understanding of the parties concerning the University Drive Pedestrian Improvement Project (“Project”).

WHEREAS, the City, Texas Department of Transportation (TX DOT), and Texas A&M University have identified the Project as a critical public safety enhancement need; and

WHEREAS, the NDA supports the Project; and

WHEREAS, the City and NDA have actively engaged in efforts to identify and build a unified consensus regarding the details of the Project; and

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and NDA understand and agree as follows:

Section 1 – The Project

- A. The Project is a TX DOT public improvement project. It is the City understanding that TX DOT intends the following items as more specifically described in items B, C and D of this Section.
- B. The Project will remove all parallel parking along University Drive between Wellborn Road and Tauber Street.
- C. The Project will construct a new sidewalk along University Drive from Wellborn Road to College Main to replace the current on-street parallel parking.
 - 1. A short fence and/or other pedestrian guiding features will be included at the curb to prevent pedestrians from drifting off the sidewalk and into the travel lanes of University Drive.
 - 2. The Project may include design features in the median of University Drive to discourage pedestrians from crossing University Drive outside of designated crosswalks.
- D. The Project will construct a loading zone along University Drive from College Main to Lodge Street to replace the existing on-street parallel parking.

Section 2 - City's Responsibilities

- A. The City Staff will recommend the Responsibilities in this Agreement to the College Station City Council for its final approval. The City, by executing this agreement is not authorized to delegate any legislative acts of the College Station City Council nor does it bind the Council to any legislative acts.
- B. Prior to the removal of parallel parking on University Drive, the City Staff will recommend mitigating the loss of the on-street parallel parking spaces along University Drive between Wellborn Road and Tauber Street with the following items:
1. Provide sixteen (16) on-street parking spaces free to the public 24 hours a day, 7 days a week. These spaces will be designated for two hour (2) parking. Attachment A identifies the distribution of these spaces.
 2. Provide twenty (20) on-street parking spaces free to the public after 5:00 p.m. and before 7:00 a.m., 7 days a week. Attachment A also identifies the distribution of these spaces.
 3. Make reasonable efforts to enforce all free parking in as much as resources allow.
- C. On Texas A & M home football game days, the City Staff will recommend making twenty (20) spaces on the Patricia Street Surface Lot available for hourly customers at the prevailing parking rates. Reasonable operational efforts will be undertaken to limit the use of these spaces to short-term customer transactions of up to two (2) hours or less.
- D. The City Staff will recommend that the design of the College Main Promenade be included in the 2012 Capital Plan and that construction be included in the 2013 Capital Plan provided funding is available and secured. The recommendation will include the following items:
1. Use of brick pavers and all necessary permanent traffic control and roadway closure devices in the existing College Main right-of-way from University Drive to Patricia Street.
 2. A 10-foot wide bike lane through the middle of the new College Main Promenade.
 3. All existing utility vaults, handholes, manholes, etc. will be adjusted to the new grade on the College Main Promenade.
 4. New bike racks and appropriate shade features along the new College Main Promenade.
 5. Additional pavement to help large delivery trucks make the turn from Lodge Street onto Patricia Street. This effort will also include recommending

additional signage denoting that Patricia Street ultimately connects from Lodge Street to College Main and is intended to occur before the closure of College Main.

- E. Prior to the closure of College Main, the City Staff will recommend providing additional signage to help direct patrons to key parking destinations in Northgate.
- F. Prior to the removal of parallel parking on University Drive, the City Staff will recommend a draft ordinance to allow merchants to utilize the sidewalk and other appropriate public rights of way to conduct business. The recommendation will include the following items:
 - 1. The ordinance may limit other like vendors (i.e. mobile or otherwise) from conducting business in front of an existing permanent business.
 - 2. A fee may be associated with the permit; however, it will be uniform across the City.
 - 3. The ordinance may not allow for the construction of permanent improvements such as decks, patios, porches, etc.
 - 4. The ordinance will not amend or alter the City's adopted ordinances governing alcohol consumption in public areas in Northgate. However, the parties intend to fully explore permanent businesses' ability to sell alcohol in permitted areas subject to any and all TABC regulations and approvals.
- G. The City Staff will provide either an additional dumpster or a compactor in the block of University Drive between College Main and Lodge Street upon receiving a written request from the NDA. The monthly fee for the additional compactor or dumpster will include the cost of the compactor or dumpster, cost of the solid waste collection and disposal, and any other enhancements or improvements required to accommodate the new compactor or enclosure.
- H. Sub-surface utility adjustments, including water and sewer lines, will not be required for the realization of any of the above referenced improvements because no significant amounts of existing pavements will be removed.
- I. Both the City and NDA understand that any failure by the City to execute items B, C, E, and for execution of item F, a draft ordinance to recommend to NDA for review, comment, and consideration, of this Section by July 1, 2011, may result in the inability of the parties to fully realize all of the items under this Agreement. If the City fails on those items B, C, E, and F, the NDA shall be released from any and all intentions under this Agreement. If the City executes items B, C, E, and F by July 1, 2011 then the NDA will execute its responsibilities in Section 3 of this agreement.

Section 3 - NDA Responsibilities

- A. To facilitate the construction of the sidewalk as part of Phase I, the NDA will use its best efforts to cause the property owners along University Drive from Boyett Street to College Main to dedicate a temporary construction easement to TX DOT.
- B. To facilitate the construction of the loading zone as part of Phase I, the NDA will use its best efforts to cause property owners along University Drive from College Main to Lodge Street dedicate right-of-way to the City from the back of the existing curb to the southern property line adjacent to University Drive, to be more particularly described by a metes and bounds description to be developed upon approval of the Agreement.
 - a. This action will facilitate the construction of a loading zone and provide the City with the authority to enforce the time, parking and traffic restrictions associated with the loading zone.
- C. The NDA will use its best efforts to secure from the property owners in the block of University Drive between College Main and Lodge Street and then deliver to the City a public utility easement for the purpose of locating a solid waste compactor. The NDA will also use its best efforts to deliver a letter to the City, signed by each merchant in this block, supporting the removal of the existing trash dumpsters and the placement of trash compactors.
- D. Both the City and NDA understand that any failure by the NDA to secure all of the items under A, B and/or C of this Section by August 1, 2011 may result in the inability of the parties to fully realize all of the items under this Agreement. If such failure occurs, the City shall be released from any and all intentions under this Agreement including any ordinances that may have been passed in relation to Section 2 of this Agreement. However, the City fully intends to realize as much of this project as is practical or possible.

Section 4 - General Terms

- A. This Agreement will take effect once properly approved by all parties.
- B. This Agreement will be fully realized once the parties have completed the Project.

NORTHGATE DIST. ASSOCIATION

CITY OF COLLEGE STATION

By: _____
Costa Dallis, President

By: _____
Mayor

Date

Date

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

Alan C. Fales

City Attorney

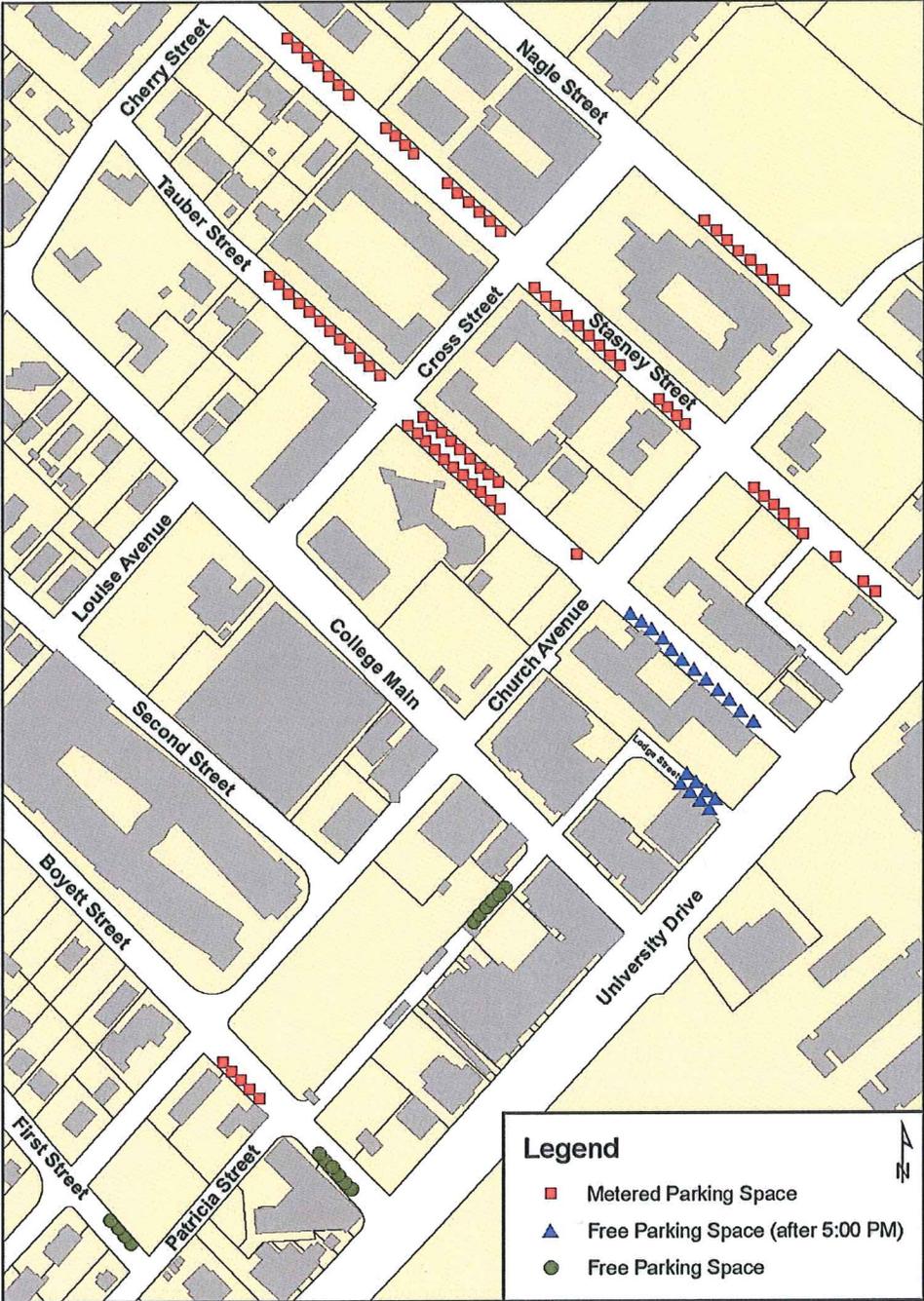
Date

Attachments:

- Attachment A: Map of Post-Construction Street Parking Assets
- Attachment B: Temporary Construction Easement
- Attachment C: Public Utility Easement
- Attachment D: Right-of-Way Dedication Document

ATTACHMENT A

Map of Post-Construction Street Parking Assets



Attachment B

TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That _____ referred to as, "Grantor", in consideration of \$10.00 and other good and valuable consideration paid by the Texas Department of Transportation, does hereby grant to The State of Texas, its agents, contractors, successors and assigns, hereinafter referred to as "State", a temporary construction license for the purpose of _____ in, along, upon and across the property located in the County of _____, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows:

Following completion of work within the temporary construction license area described in Exhibit "A", if State has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor's property, State shall at its expense restore properties injured by State's activities to the substantially the same condition as existed previous to State's entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the _____ day of _____, _____, or on the date of completion of construction of the highway facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____

Attachment B

Acknowledgement

State of Texas
County of Travis

This instrument was acknowledged before me on _____ by

_____.

Notary Public's
Signature

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____

by _____,

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature

Attachment C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC UTILITY EASEMENT

DATE: _____

GRANTOR: _____

GRANTOR'S MAILING ADDRESS: _____
_____ County
_____, _____, _____

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, Texas 77840

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

(LEGAL WILL INSERT PROPERTY DESCRIPTION HERE)

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached Exhibit "A" known as the "Easement Area," and any additional area outside the Easement Area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

Attachment C

Electric transmission and distribution lines;
Water lines and sanitary sewer lines, connecting lines,
access facilities, and related equipment;
Storm sewers and collection facilities;
Television, telephone, and communications lines;
Drainage ditches, drainage pipes and all other
drainage structures, surface and subsurface;

upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the easement area or on adjoining property of Grantor, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said Property shall remain the property of Grantee.

Grantor hereby expressly acknowledges that it is the owner of this property.

Grantor expressly subordinates all rights of surface use, incident to the mineral estate owned by Grantor, to the above-described uses of said surface by Grantee. Grantor will provide Grantee with the names and addresses of all lenders, if any, and agrees to lender's subordinations on behalf of Grantee, if any.

RESERVATIONS AND RESTRICTIONS:

(NONE or LEGAL WILL INSERT ACCEPTED EXCEPTIONS TO TITLE HERE)

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and Grantor does hereby bind (*himself, his heirs, executors and administrators*) (*herself, her heirs, executors and administrators*) (*themselves, theirs heirs, executors and administrators*) (*itself, its successors and assigns*) to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

Printed Name

Attachment C

**APPROVED AS TO FORM
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL.**

City Attorney

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____,
_____, by _____.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

Attachment D

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEDICATION DEED

DATE: _____

GRANTOR: _____

GRANTOR'S MAILING ADDRESS: _____
_____ County
_____, _____, _____

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, Texas 77840

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

(LEGAL WILL INSERT PROPERTY DESCRIPTION HERE)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

(NONE or LEGAL WILL INSERT ACCEPTED EXCEPTIONS TO TITLE HERE)

Attachment D

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GIVES and DEDICATES to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR bind GRANTOR and GRANTOR's successors and assigns, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

WHEN THE CONTEXT REQUIRES, SINGULAR NOUNS AND PRONOUNS INCLUDE THE PLURAL.

Printed Name

**APPROVED AS TO FORM
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL.**

City Attorney

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____,
_____, by _____.

Notary Public in and for the State of Texas

Attachment D

PREPARED IN THE OFFICE OF:

City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:

City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

March 24, 2011
Workshop Agenda Item No. 3
Medical Corridor Project Update

To: David Neeley, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding the progress of the Medical Corridor Study.

Relationship to Strategic Goals: Goal III.1 Promote knowledge-based businesses; Goal III.3, Expand and retain existing businesses; Goal III.4 Promote business-friendly attitude; Goal III.9 Recognize prudence of government intervention in the marketplace

Recommendation(s): Staff recommends that the City Council receive the presentation.

Summary: The Medical Corridor Project has progressed significantly with the formation and engagement of the Medical Corridor Advisory Committee (MCAC). Additionally, the project team of Schrickel, Rollins & Associates (SRA) has conducted their initial site-mapping of the Medical Corridor study area and presented this information to the MCAC. SRA continues to receive and process stakeholder feedback as well as conduct independent analysis of the study area.

Budget & Financial Summary: All costs associated with the administration of the Medical Corridor Study are covered by contract #10-224 between Schrickel, Rollins & Associates, Inc. and the City of College Station.

Attachments:

**March 24, 2011
Workshop Agenda Item No. 4
Royder Road & Greens Prairie Trail Improvements
Construction Contract 11-135
Project Number ST1037**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion on the award of a Construction Contract (RFP 11-45) with Knife River in the amount of \$878,264.39 for the Royder Road & Greens Prairie Trail Reconstruction Project.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services.

Recommendation(s): Staff recommends approval of this contract.

Summary: The Royder Road & Greens Prairie Trail Reconstruction Project consists of improving Royder Road and Greens Prairie Trail in the vicinity of the Greens Prairie Trail Elementary School currently under construction. A left turn lane and deceleration lane is proposed along Greens Prairie Trail. Royder Road Improvements will entail new concrete pavement to replace the existing asphalt and base material to provide better durability for the increased traffic once the school opens. In addition to these roadway improvements, the project will include curb and gutter, storm sewer, bike lane and sidewalks. The intersection at Royder Road & Greens Prairie Trail will be converted from a two-way stop to a four-way stop to help with safety adjacent to the school site.

Three firms submitted a response to the RFP (No. 11-45). The proposals were ranked according to a published set of selection criteria that included a bid amount, experience and qualifications, references and reputation, current workload and schedule, key project personnel, financial resources and safety record. Knife River was ranked highest by the review committee based on the evaluation of their proposal based on the selection criteria.

The contract includes the base bid with one bid alternate. The base bid is \$861,501.98. The first alternate is the inclusion additional sidewalk along the south side of Greens Prairie Trail adjacent to the Greens Prairie Elementary School Site. The cost for Alternative 1 is \$16,762.41. Construction is expected to take approximately three months and the improvements are to be completed in time for the opening of Greens Prairie Elementary School in August.

Budget & Financial Summary: \$1,062,420 is budgeted for this project. Approximately \$126,390 has been expended or committed to date. A balance of \$936,030 is available for construction and related expenses in the project budget.

Attachments:

- 1.) Resolution
- 2.) Project Location Map
- 3.) Bid Summary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR ROYDER ROAD & GREENS PRAIRIE TRAIL RECONSTRUCTION PROJECT (ST1037) AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited competitive sealed proposals for the construction phase of the Royder Road & Greens Prairie Trail Reconstruction Project; and

WHEREAS, the selection of Knife River is being recommended as the offeror that offers the best value and is the highest-ranked offeror for the construction services related to Royder Road & Greens Prairie Trail Reconstruction Project; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that Knife River is the offeror that offers the best value and is the highest-ranked offeror for the construction services related to the construction of the Royder Road & Greens Prairie Trail Reconstruction Project.

PART 2: That the City Council hereby approves the contract with Knife River for \$878,264.39 for the labor, materials and equipment required including Alternate 1 for the improvements related to the Royder Road & Greens Prairie Trail Reconstruction Project.

PART 3: That the funding for this Contract shall be as budgeted from the College Station Streets Capital Improvement Project Fund in the amount of \$815,844.39 and funding in the amount of \$62,420.00 shall be budgeted from the College Station General Government Capital Projects –Technology Fund.

PART 4: That the City Council hereby authorizes the City Manager to execute this Contract.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 24th day of March, A.D. 2011.

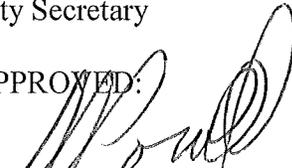
ATTEST:

APPROVED:

City Secretary

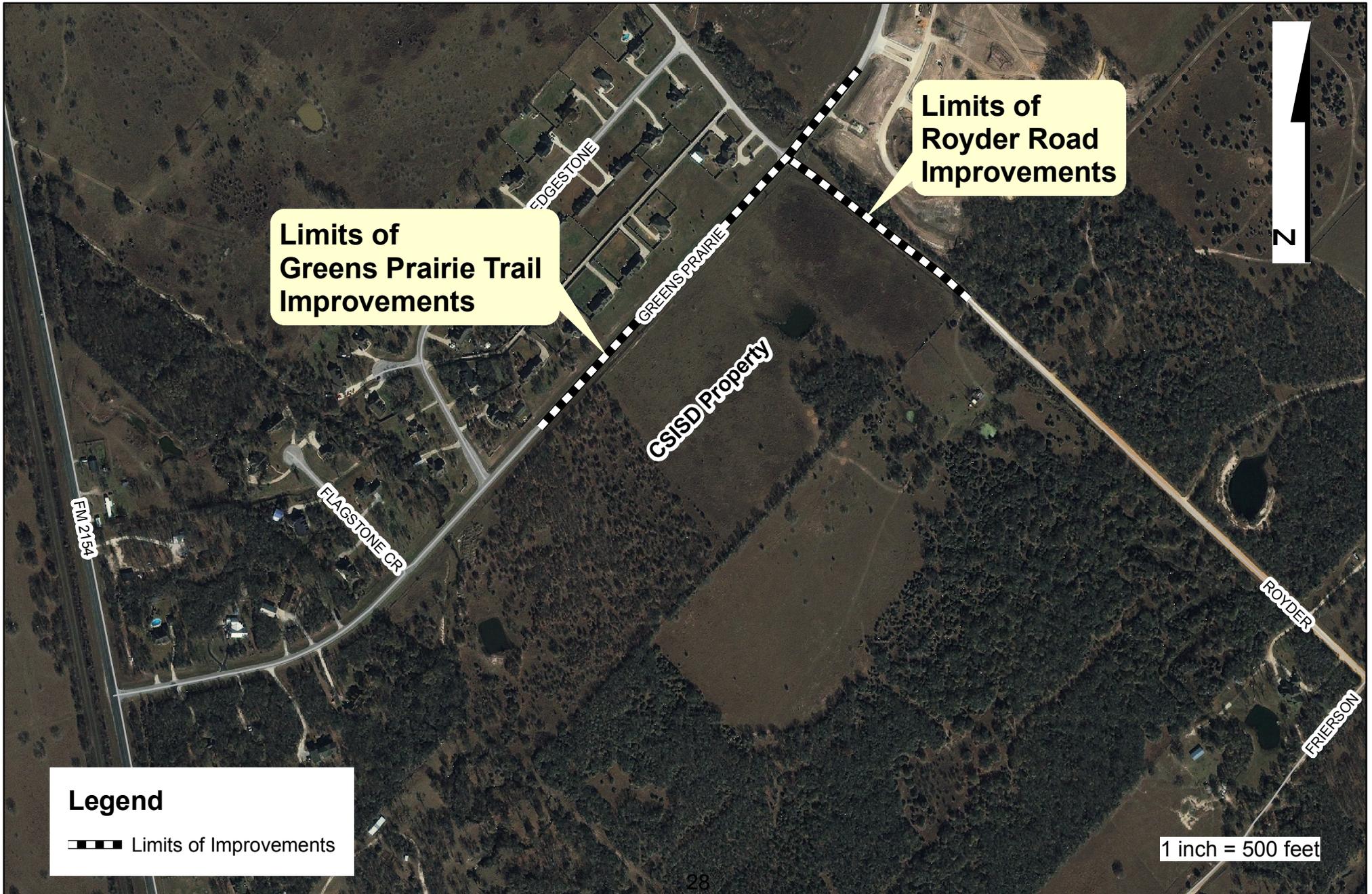
MAYOR

APPROVED:



City Attorney

Royder Road & Greens Prairie Trail Project Location Map



Limits of
Greens Prairie Trail
Improvements

Limits of
Royder Road
Improvements

Legend
- - - Limits of Improvements

1 inch = 500 feet



City of College Station - Purchasing Division
Bid Summary for #11-45
"Royder Road and Greens Prairie Trail Reconstruction"
Open Date: Monday, February 28, 2011 @ 2:00 p.m.

	Brazos Paving, Inc. (Bryan, TX)	Knife River (Bryan, TX)	Larry Young Paving (College Station, TX)
TOTAL SECTION A - GENERAL CONSTRUCTION ITEMS	\$173,574.00	\$151,100.00	\$94,200.00
TOTAL SECTION B - ROADWAY CONSTRUCTION ITEMS	\$601,400.22	\$510,976.98	\$550,719.14
TOTAL SECTION C - STORM DRAIN CONSTRUCTION ITEMS	\$191,620.00	\$199,425.00	\$849,250.00
BASE BID TOTAL	\$966,594.22	\$861,501.98	\$1,494,169.14
BID ALTERNATE			
4" Concrete Sidewalk (Greens Prairie Trail)	\$21,991.50	\$16,762.41	\$21,014.10
TOTAL BASE BID + BID ALTERNATE	\$988,585.72	\$878,264.39	\$1,515,183.24
Certification of Bid	✓	✓	✓
Acknowledged Addendums	✓	✓	✓
Bid Bond	✓	✓	✓

NOTES:

Larry Young Paving

- »Bidder miscalculated Total Section B - Roadway Construction Items as \$552,599.14. The highlighted total above is correct.
- »Bidder appears to have entered a lump sum unit bid amount for Bid Item 56 instead of a per cubic yard amount. Per RFP 11-45, Section 10.0 General Provisions, Item O: If there are discrepancies between unit prices and extension, the unit price will prevail. This error resulted in exceptionally inflated bid totals for Section C, Base Bid Total and Total Base Bid + Bid Alternate.

****NOTICE****

This RFP is now in the evaluation phase . Proposals will be evaluated and ranked by the City in consultation with the Engineer. The Offeror understands and must agree that if a contract is awarded, it will be awarded to the Offeror submitting the best value to the City. The City is not bound to accept the lowest priced proposal if that proposal is judged not to be the best value for the City, as solely determined by the City. The weighted criteria for evaluation and selection of the successful Offeror for this award is specified in RFP # 11-45.

March 24, 2011
Workshop Agenda Item No. 5
McCord Engineering Service Review

To: David Neeley, City Manager

From: David Massey, Director of College Station Electric Utilities Department

Agenda Caption: Presentation, possible action, and discussion regarding the annual contract with McCord Engineering, Inc. for engineering services provided to College Station Utilities. This item is on the Consent Agenda for March 24, 2011 for Council approval.

Recommendation(s): Receive Council direction concerning the annual Professional Service Contract with McCord Engineering, Inc.

Summary: An overview presentation on the history of McCord Engineering's involvement with the development of the College Station Utilities' electric distribution and transmission system and their current participation in projects for the Electric Department.

Budget & Financial Summary: Funds are available as budgeted and approved in the Electric Utility's annual budget and in the Electric Utility Capital Improvement Projects Fund for professional services related electric capital improvement projects. It is anticipated that long term debt will be used for the capital items covered by this contract. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the capital costs anticipated to be incurred as part of this contract. This debt is scheduled to be issued later this fiscal year and in future fiscal years.

Attachments:
Presentation