



Mayor
Ben White
Mayor Pro Tem
Dave Ruesink
City Manager
Glenn Brown

Council members
John Crompton
James Massey
Dennis Maloney
Katy-Marie Lyles
Lawrence Stewart

Agenda
College Station City Council
Regular Meeting
Thursday, February 11, 2010 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.

Ø **Recognition of National Champion of the NFL Punt, Pass and Kick Program for Boys 8 & 9 years of age.**

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

Consent Agenda

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

a. Presentation, possible action, and discussion of minutes for City Council Workshop and Regular Meeting, January 28, 2010.

b. Presentation, possible action, and discussion regarding a resolution approving a contract with Duro-Last Roofing, Inc. for the re-roofing of the Public Works Building at 2613 Texas Avenue through the State of Texas (TXMAS) Contract in the amount of \$94,612.26.

- c. Presentation, possible action, and discussion regarding the replacement of the roof of the eastern-most building at the Chimney Hill Shopping Center through the State of Texas (TXMAS) contract in the amount of \$67,319.26.
- d. Presentation, possible action, and discussion regarding a resolution designating the request for Construction Manager at Risk (CMAR) as an alternative delivery method for the Fire Station No. 6 project (GG0903).
- e. Presentation, possible action, and discussion on approving the budget of the Memorial for all Veterans of the Brazos Valley; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Memorial for all Veterans of the Brazos Valley for FY10 in the amount of \$10,000.
- f. Presentation, possible action, and discussion regarding approval of Change Order 3 to Contract 07-243 with Weisinger Water Wells for a \$15,125 credit and a time extension to January 22, 2010.
- g. Presentation, possible action, and discussion regarding approval of a joint project contract with Mr. Amir Rostami to replace a water line to enable the development of the Aquarium Bar.
- h. Presentation, possible action, and discussion regarding an Interlocal Cooperation Agreement between the City of College Station and the City of Bryan setting out a plan for creating a local government corporation that will own and manage BVSWMA.
- i. Presentation, possible action, and discussion regarding a resolution approving a construction contract (Contract No.10-050) with Brazos Valley Services in the amount of \$324,851.00 for the Nantucket Gravity Sewer Line project.
- j. Presentation, possible action, and discussion to ratify unemployment claims expenses for FY09 in the amount of 13,602.98 to the Texas Workforce Commission. The total FY09 expenditure is 63,602.98.

Regular Agenda

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. Public Hearing, presentation, possible action, and discussion regarding the re-write of the City of College Stations Ordinance as it relates to Animal Control.
2. Presentation, possible action, and discussion of a resolution approving Articles of Incorporation of Brazos Valley Solid Waste Management Agency, Inc.
3. Presentation, possible action, and discussion on reappointments to Bryan College Station Library Committee.
4. Adjourn.

If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, February 11, 2010 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 8th day of February, 2010 at 2:00 p.m.



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 February 8, 2010 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this _____ day of _____, 2010 By _____

Subscribed and sworn to before me on this the _____ day of _____, 2010.

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

City Council Regular Meeting

Thursday, February 11, 2010

The 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.

February 11, 2010
Consent Agenda Item No. 2b
Re-Roofing of the Public Works Building

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving a contract with Duro-Last Roofing, Inc. for the re-roofing of the Public Works Building at 2613 Texas Avenue through the State of Texas (TXMAS) Contract in the amount of \$94,612.26.

Recommendation(s): Staff recommends approval of contract for the re-roofing of Public Works Building through the Texas Multiple Awards Schedule (TXMAS) Contract (#TXMAS-5-56040) "Building and Building Material / Industrial Services and Supplies". This project will use a white 40 mil mechanically fastened Duro-Last Roofing system, which has a 15 year labor and material warranty. The white Duro-Last membrane is a high performance roof membrane which reflects 88% of the sunlight and can help a building become more energy efficient.

Summary: United Roofing and Sheet Metal of Bryan, Texas being the sub-contractor submitted the lowest bid proposal through Duro-Last Manufacturing of Saginaw, Michigan a TXMAS contract dealer for roofing materials and ancillary services. TXMAS contracts are developed from contracts that have been competitively bid and awarded by the federal government or any other governmental entity of any state. The contracts offer access to multiple vendors providing commodities and services at the most favored customer prices. Texas Government Code §2155.504, *Use of Schedule by Government Entities*, states that a State agency or local government may purchase goods or services directly from a vendor under a contract listed on a schedule developed under this subchapter. A purchase authorized by this section satisfies any requirement of State law relating to competitive bids or proposals.

Budget & Financial Summary: Funds are available and budgeted in the Public Works Facility Maintenance General fund 001-4419-667-34-10.

Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE REPLACEMENT OF THE ROOF OF THE PUBLIC WORKS BUILDING LOCATED AT 2613 TEXAS AVENUE AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, has solicited bids for the replacement of the roof of the Public Works Building through the Texas Municipal Awards Schedule (TXMAS); and

WHEREAS, Duro-Last Roofing, Inc. of Saginaw, Michigan was the contractor that submitted the lowest responsible proposal; and

WHEREAS, §2155.504 of the Texas Government Code authorizes the City to purchase goods or services directly from a vendor under a contract listed on TXMAS; and

WHEREAS, the selection of Duro-Last Roofing, Inc. per the TXMAS 5-56040 contract (which satisfies our requirements for competitive bidding) is being recommended as the lowest responsible bidder for the construction services related to the replacement of the roof of the Public Works Building; 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 Duro-Last Roofing, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Duro-Last Roofing, Inc. **for \$94,612.26** for the labor, materials and equipment required for the improvements related to the replacement of the roof of the Public Works Building.

PART 3: That the funding for this contract shall be budgeted from the Public Works, Facilities Maintenance General Fund, in the amount of **\$94,612.26**.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

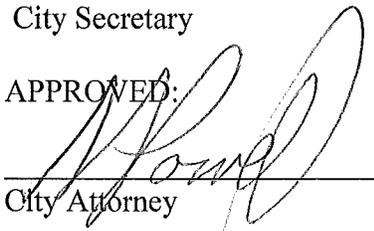
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

February 11, 2010
Consent Agenda Item No. 2c
Chimney Hill Shopping Center Roof Replacement

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion on approving a contract for the replacement of the roof of the eastern-most building at the Chimney Hill Shopping Center through the State of Texas (TXMAS) contract in the amount of \$67,319.26.

Recommendation(s): Staff recommends approval of a contract for the replacement of a roof at the Chimney Hill shopping Center through Texas Multiple Awards Schedule (TXMAS) Contract (TXMAS-5-56040) "Building and Building Material/Industrial Services and Supplies". This project will use a Duro-Last Roofing system.

Summary: In October 2009, the City of College Station purchased the Chimney Hill Shopping Center for redevelopment as a convention center. As part of that transaction, the City acquired several existing, long-term lease agreements at the site.

There are currently four tenants with active lease agreements. Two of those tenants, Da Vita, Inc. and the Republic Steakhouse, occupy an approximately 20,000 square foot building at the eastern edge of the property, which is directly across from the Hilton hotel. The attached map identifies the building subject to receiving the new roof.

Currently, the roof on that particular building is experiencing no fewer than three significant leaks. Inspection of the roof by the City's Facility Maintenance staff and various roofing contractors show several possible points of penetration. Staff has determined that roof patches are not desirable in terms of overall cost and long-term practicality.

The current roof is approximately 40 years old making it difficult to isolate all possible areas that rainfall may enter the building. Even if patches were feasible, there is a high probability that new leaks will develop given the overall age of the roof.

Duro-Last, Inc. of Saginaw, Michigan was the contractor that submitted the lowest responsible bid proposal. Duro-Last, Inc. is a TXMAS contract dealer for roofing material and ancillary services. TXMAS contracts are developed from contracts that have been competitively bid and awarded by the federal government or any other governmental entity of any state. The contracts offer access to multiple vendors providing commodities and services at the most favored customer prices. Texas Government Code §2155.504, *Use of Schedule by Government Entities*, states that "a State agency or local government may purchase goods or services directly from a vendor under a contract listed on a schedule developed under this subchapter. A purchase authorized by this section satisfies any requirement of State law relating to competitive bids or proposals."

The Duro-Last Roofing system carries a 15 year labor and material warranty and will therefore serve to help fulfill the City's contractual obligation to the tenants in terms of roof repairs and general condition of the property. Additionally, the Duro-Last Roofing system includes a high performance roof membrane which reflects 88% of the sunlight and can help a building become more energy efficient.

The Republic Steakhouse and Da Vita, Inc. have option agreements included in their leases that could keep the building occupied by one or both tenants until approximately 2026. Additionally, the building in questions is not currently part of Phase 1 of the convention center project.

Budget & Financial Summary: Funds are available in the Convention Center Fund 128-1014-667-74-10 that includes lease revenue currently generated by the tenants of the property.

Attachments:

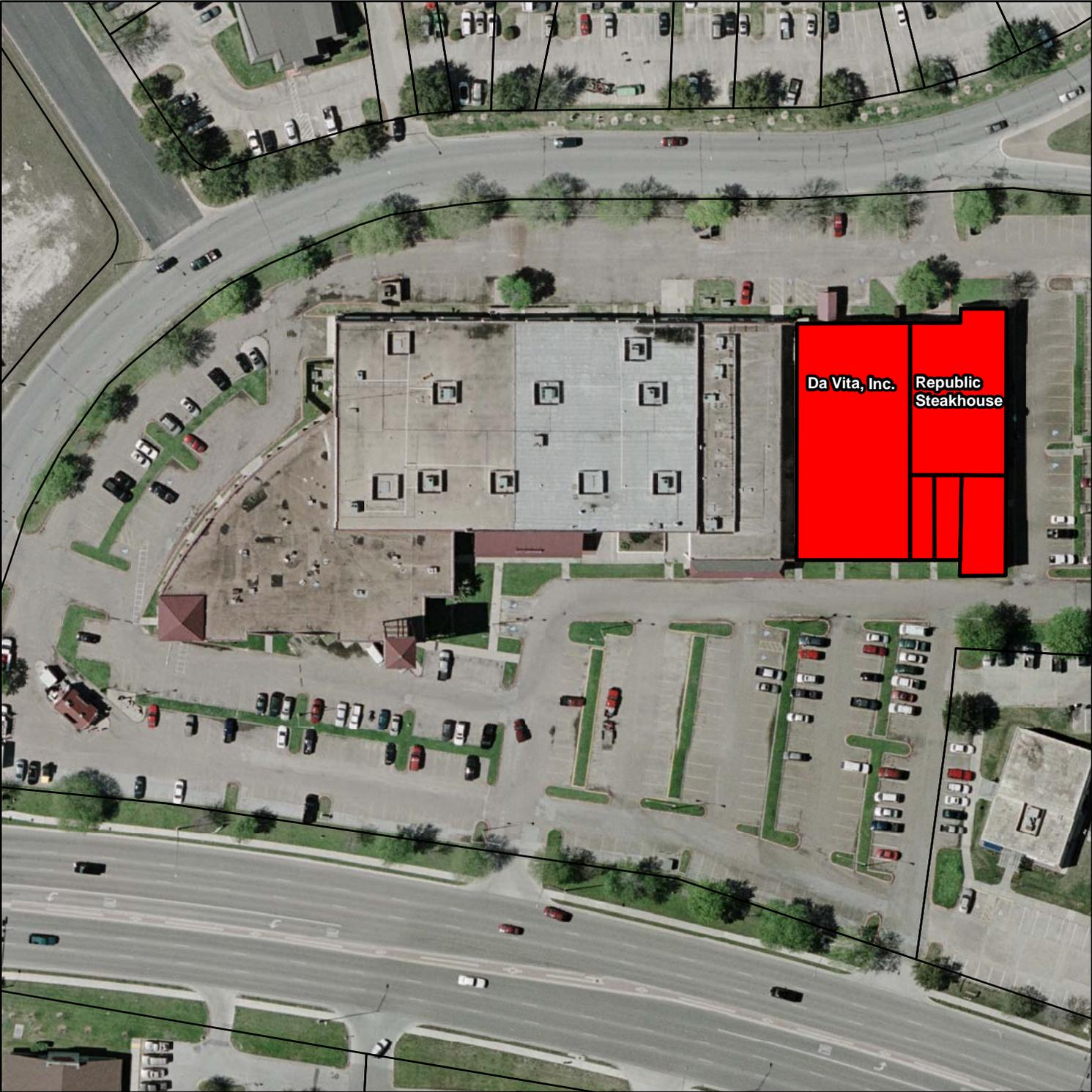
Attachment 1 – Property Map

Attachment 2 – Summary of TXMAS Contract # 5-56040

Attachment 3 – Chimney Hill Roof Replacement Contract Resolution

Attachment 4 – Chimney Hill Construction Contract 10-081 with Duro-Last (filed in City Secretary's Office)

Attachment 1: Property Map



Legend

 Roof Replacement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONTRACT FOR THE REPLACEMENT OF THE CHIMNEY HILL SHOPPING CENTER ROOF AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, has solicited bids for the replacement of the roof of the eastern-most building of the Chimney Hill Shopping Center through the Texas Municipal Awards Schedule (TXMAS); and

WHEREAS, Duro-Last, Inc. of Saginaw, Michigan was the contractor that submitted the lowest responsible proposal; and

WHEREAS, §2155.504 of the Texas Government Code authorizes the City to purchase goods or services directly from a vendor under a contracted listed on TXMAS; and

WHEREAS, the selection of Duro-Last, Inc. through TXMAS, in satisfaction of competitive bidding requirements, is being recommended for award for the construction services related to the replacement of the Chimney Hill Shopping Center roof; now, therefore,

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

- PART 1: That the City of College Station hereby finds that an award to Duro-Last, Inc. satisfies the requirements for competitive bidding through TXMAS.
- PART 2: That the City Council hereby approves the contract with Duro-Last, Inc. in the amount of \$67,319.26 for the labor, materials and equipment required for the project.
- PART 3: That the funding for this Contract shall be as budgeted from the New Convention Center Fund, in the amount of \$67,319.26.
- PART 4: That this resolution shall take effect immediately upon and after its passage.

RESOLUTION NO. _____

Page 2

ADOPTED this _____ day of _____, A.D. 2010.

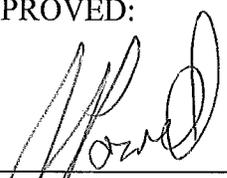
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney



DURO-LAST, INC.
Contract [TXMAS-5-56040](#)

[On-Line Catalog/Order Processing](#)

BUILDING AND BUILDING MATERIAL / INDUSTRIAL SERVICES AND SUPPLIES

Corporate Office: DURO-LAST, INC. 525 MORLEY DRIVE SAGINAW MI 48601-9495 USA Send PO to: DURO-LAST, INC. 525 MORLEY DRIVE SAGINAW MI USA Vendor ID: 13823628394 Invoice From: DURO-LAST, INC. 525 MORLEY DRIVE SAGINAW MI USA Vendor ID:	Delivery: 9 BUSINESS DAYS ARO EXPEDITED: 8 DAYS FOB Point: ORIGIN Terms: NET 30 DAYS Remit To: DURO-LAST, INC. 525 MORLEY DRIVE SAGINAW MI USA Vendor ID: Vendor ID: 13823628394 Business Type: Small DUNS #: 065173064 Effective: 11/27/2004 Expires: 3/29/2014
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CONTACT: STEVE RUTH
 Phone 800-248-0280
sruth@duro-last.com

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 11/27/2004 through 3/29/2014 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-07F-5689P.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Minimum Order: \$25.00

Maximum Order: VARIES DEPENDING ON PRODUCT (SEE CATALOG)

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: roofing, commercial roofing, roofing system, Low-Slope, Low-Slope Roofing, Flat Roof, Membrane Roofing, Single-Ply Roof, Mechanically Attached, Cool Roofing, Green Roofing, Prefabricated, Energy Efficient Roof, World's Best Roof, Vinyl Roof, Thermo-Plastic Roofing, Plastic Roof, Cool Zone, Commercial Roofing System membrane Duro-Last Roofing, Inc.

**February 11, 2010
Consent Agenda Item No. 2d
Fire Station No. 6 (GG0903)
Alternate Construction Delivery Method**

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding a resolution designating the request for Construction Manager at Risk (CMAR) as an alternative delivery method for the Fire Station No. 6 project (GG0903).

Recommendation(s): Staff recommends approval of the resolution.

Summary: This item provides for the use of CMAR for the construction of the Fire Station No. 6 project (GG0903). CMAR is a process that allows the City to choose the Contractor or Construction Manager (CM) before the design is complete. The City chooses a CM based on qualifications and similar prior project experience. The CM will work with an Architect in order to develop an acceptable design that is agreed upon by all stakeholders and a guaranteed maximum construction price. Advantages of this method are that the CM coordinates all subcontract work, all costs and fees are known, and there is close coordination between the City, Architect, and Construction Manager to ensure that the construction is completed within the project budget.

After the Council takes action on this resolution, Staff will be prepared to return to the Council on February 25, 2010 with a contract with the architect for design and construction administration.

Budget & Financial Summary: The total project budget for the Fire Station No. 6 Project (GG0903) is \$6,990,000.

Attachments:

1. Resolution
2. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING THAT THE CONSTRUCTION MANAGER AT-RISK METHOD PROVIDES FOR THE BEST VALUE TO THE CITY OF COLLEGE STATION FOR THE FIRE STATION NO. 6 PROJECT; AND AUTHORIZING THE USE OF THIS METHOD IN ACCORDANCE WITH SECTION 271.118 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the City Council of the City of College Station, Texas, has determined a need to construct Fire Station No. 6; and

WHEREAS, the City has determined that using the construction manager-at-risk method as specified by Texas Local Government Code Section 271.118 is the best value and therefor best method for this project; and

WHEREAS, the City Council has determined that the construction manager-at-risk method provides the best value to the City for the construction of Fire Station No. 6 as permitted by Texas Local Government Code Section 271.118; 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 the use of the Construction Manager-at-Risk method provides the best value to the City for the construction of the Fire Station No. 6 project.

PART 2: That the City Council hereby authorizes the use of the Construction Manager-at-Risk method for the construction of the Fire Station No. 6 project and directs staff to take any and all reasonable measures to implement same.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

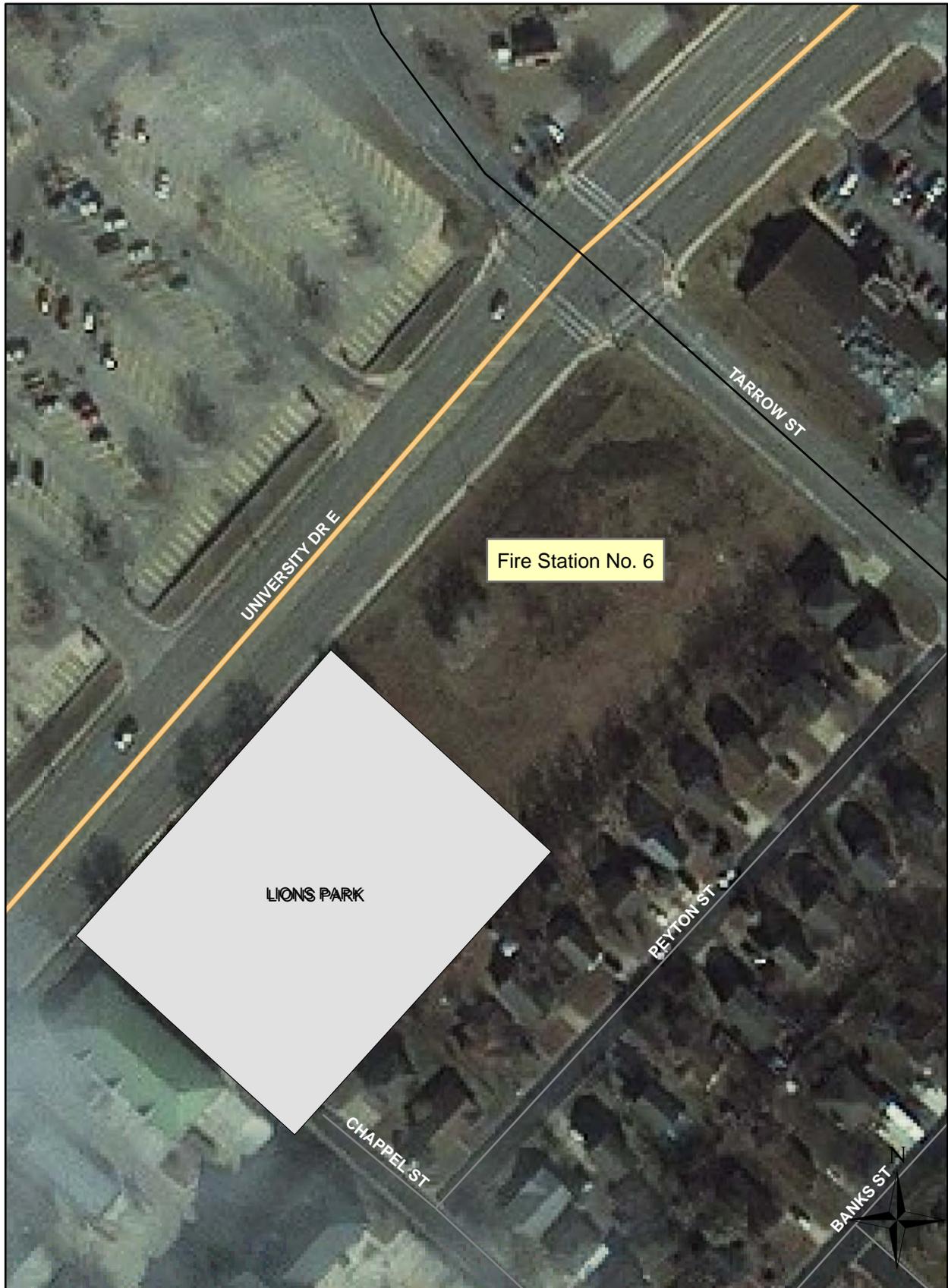
MAYOR

APPROVED:

Carla A. Robinson

City Attorney

Fire Station No. 6 Location Map



February 11, 2010
Consent Agenda Item No. 2e
Budget Approval and Funding Agreement with The Memorial for all Veterans of the
Brazos Valley

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on approving the budget of the Memorial for all Veterans of the Brazos Valley; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Memorial for all Veterans of the Brazos Valley for FY10 in the amount of \$10,000.

Recommendation(s): Staff recommends approval of the Memorial for all Veterans of the Brazos Valley budget and the funding agreement for FY10.

Summary: As part of the 2009-2010 budget process the City Council approved funding for the Memorial for all Veterans of the Brazos Valley in the amount of \$10,000 for operational activities at the Veterans Memorial site directly associated with the promotion of tourism and historic preservation in the City of College Station.

Budget & Financial Summary: The funds for this agreement are available in the Fiscal Year 2010 Hotel Tax Fund Budget. A total of \$10,000 is to be used for operational activities directly associated with the promotion of tourism and historic preservation in the City of College Station. State law requires that the City Council approve the budget of any organization that is to be funded through the Hotel Tax.

Attachments:

1. The Memorial for all Veterans of the Brazos Valley FY10 Budget (available in City Secretary's Office)
2. The Memorial for all Veterans of the Brazos Valley FY10 Funding Agreement (available in City Secretary's Office)

February 11, 2010

Consent Agenda Item No. 2f

Change Order # 3 to Contract 07-243, Water Well 7

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of Change Order 3 to Contract 07-243 with Weisinger Water Wells for a \$15,125 credit and a time extension to January 22, 2010.

Recommendation: Staff recommends Council approve this Change Order.

Summary: Construction of Well 7 is complete, and this proposed change order is a credit to finalize the contract and allow close-out. Previous change orders were: #1 extended the time of completion due to delivery delays on City provided equipment. Change Order #2 further extended the time of completion due to delays in obtaining a TxDOT permit, and provided a \$32,492 credit since we were able to omit construction of a temporary test well.

The proposed Change Order #3 is a credit for being able to use a 450 HP motor instead of a 500 HP motor and being able to leave the existing power conductors in service after installing a larger ground conductor. The City has had beneficial use of the well since March 2009 and this Change Order will be the final contract action, and staff recommends approval.

Budget & Financial Summary: The net effect of Change Order 3 is a \$15,125 reduction in the cost to construct Water Well #7.

Attachment:
Change Order 3

CHANGE ORDER NO. 3 DATE: 1/22/10
 CONTRACT # 07-~~000~~ 243 PROJECT DESCRIPTION: WATER WELL #7
 P.O.# 080081 PROJECT # WF0353607/003

OWNER: City of College Station
 P.O. Box 9960
 College Station, Texas 77842

CONTRACTOR: Weisinger Water Well
 2200 East Davis
 Conroe, Texas 77301

Ph: 936 756 7721
 Fax:

PURPOSE OF THIS CHANGE ORDER: Adjust quantities.
 Item 1: Credit for using a 450 HP vs 500 HP motor
 Item 2: Credit for not replacing the motor conductors

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	EACH	450 HP VS 500 HP ELECTRIC MOTOR		\$5,000.00	-\$0.00-	(\$5,000.00)
2	EACH	MOTOR CONDUCTOR CREDIT				(\$10,125.00)

THE NET AFFECT OF THIS CHANGE ORDER IS A DECREASE AND TIME EXTENSION

ORIGINAL CONTRACT AMOUNT	\$2,698,483.00	
Change Order No. 1	\$0.00	0 % of Original Contract Amount
Change Order No. 2	\$(32,492.00)	1.2 % of Original Contract Amount
Change Order No 3	\$(15,125.00)	0.6% of Original Contract Price
REVISED CONTRACT AMOUNT	\$2,650,866.00	

ORIGINAL CONTRACT TIME	232 Days
Change Order No. 1 Time Extension	122 Days
Change Order No. 2 Time Extension	160 Days
Change Order No. 2 Time Extension	320 Days
REVISED CONTRACT TIME	834 Days

ORIGINAL SUBSTANTIAL COMPLETION DATE	5-31-2008
REVISED SUBSTANTIAL COMPLETION DATE	1-22-2010

APPROVED:

<u>Sheldon M Buch</u>	<u>1/22/10</u>	_____	_____
A/E CONTRACTOR	Date	CHIEF FINANCIAL OFFICER	Date
<u>[Signature]</u>	<u>01/22/10</u>	<u>Carla A Robinson</u>	_____
CONSTRUCTION CONTRACTOR	Date	CITY ATTORNEY	Date
<u>[Signature]</u>	<u>1-22-10</u>	_____	_____
PROJECT MANAGER	Date	CITY MANAGER	Date
<u>[Signature]</u>	<u>22 Jan 10</u>	_____	_____
DEPARTMENT DIRECTOR/ ADMINISTRATOR	Date	MAYOR	Date
_____	_____	_____	_____
_____	_____	CITY SECRETARY	Date

February 11, 2010

Consent Agenda Item No. 2g

Joint Project Contract – Aquarium Bar

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of a joint project contract with Mr. Amir Rostami to replace a water line to enable the development of the Aquarium Bar.

Recommendation: Staff recommends Council approve this contract.

Summary: Mr. Amir Rostami wants to convert the old Aggieland Florist building at Northgate into a bar to be called The Aquarium. However, at this corner of Northgate the water service is provided in an old 2" line that is not adequate to provide the fire flow required by law for high-occupancy facilities in this area to operate. This water line runs along a block of Patricia Street and a portion of First Street, and is due to be replaced within the next five years, but Mr. Rostami has requested it be replaced this year.

The City offered to replace the water line this year, if Mr. Rostami will pay an engineering firm to design the project, create bid documents and provide the standard post-award design services. This will compensate the City for the reduced efficiency of replacing this water line ahead of all the other rehabilitation work that will need to be done in this area in the future. After receipt of the bid document package, the City will advertise and construct the water line like any other CIP project.

This contract is mutually beneficial, and staff recommends approval.

Budget & Financial Summary: It is expected that the cost of the water line replacement will be under \$150,000. Funds for construction of the water line will be transferred from the Parallel Wellfield Collection Line CIP project, which is anticipated to come in under budget.

Attachment:
Contract

**JOINT PROJECT CONTRACT
BETWEEN THE CITY OF COLLEGE STATION, TEXAS, AND
MR. AMIR ROSTAMI**

This JOINT PROJECT CONTRACT is entered into between Mr. Amir Rostami (“Developer”) and THE CITY OF COLLEGE STATION, TEXAS (“City”).

Recitals

WHEREAS Developer is renovating the former Aggieland Florist building on University Avenue to be a bar called The Aquarium; and

WHEREAS, in making said renovations, Developer is required to achieve Fire Flow, which requires replacement of the existing 2” water line behind Developer’s property on Patricia Street with a larger capacity water line; and

WHEREAS, by replacing an old, undersized water line that has reached the end of its economic life, the general citizenry of the City will benefit from lower maintenance costs and improved water quality in the Northgate area; and

WHEREAS, because of the forgoing, Developer agrees to be responsible for the design and preparation of a publicly bid package for the new water line and the City agrees to be responsible for the construction of the waterline;

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

1. Definitions.

City means the City of College Station, Texas.

Developer means Mr. Amir Rostami .

The Project means the design, publicly bid and construction of a water line replacement project along Patricia Street and First Street including increasing the line size from 2” to 8” for a newly proposed commercial business to be called The Aquarium located on University Drive in the Northgate area, and as further set forth in Exhibit “A” attached hereto.

2. Mutual Obligations for the Project. Developer assumes all responsibility for the proper design and preparation of a City bid package for the Project to be publicly bid in accordance with applicable law and professional standards including the BCS Unified Standards. Developer shall ensure that the City bid package includes a Traffic Control Program, verification of soil condition and line location, and all normal post-award services including but not limited

to the review and approval of shop drawings, the answer to Requests for Information from the construction contractor, the review of pay applications from the construction contractor, the attendance of progress meetings as required to resolve issues during construction, the review of material testing reports, the attendance of the substantial walk-through, the development of a punch list, the attendance of the final walk-through, and the submittal of record drawings. Developer will require a one-hundred twenty (120) day completion requirement of the Project. Within sixty (60) days of the City reviewing and approving the bid package from Developer, City shall award the bid and assume all responsibility for the proper construction of the Project.

3. Term and Termination. This Contract shall take effect when properly approved by both parties. This Contract will terminate when the City has completed the Project.

4. Default. Should either party believe that the other party has breached this Contract, such party shall give written notice to the breaching party, and the breaching party will have thirty (30) days to cure the breach. If the breach is not cured, the non-breaching party shall have the right to sue for specific performance, to terminate this Contract or to pursue all other remedies available to such party at law, in equity or under this Contract. All rights and obligations of the parties will cease upon termination, except as otherwise provided herein.

5. Addresses and Notice. Unless otherwise provided in this Contract, any notice to be given under this Contract must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to such party, addressed to the party to be notified as follows:

If to the City, to:

City of College Station
1101 Texas Ave.
College Station, Tx 77842
Attn: City Engineer

If to Developer, to:

Mr. Amir Rostami
5729 N. Scout Island Cir.
Austin, Texas 78731

6. Law Governing. This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazos County.

DEVELOPER

By:



Page2

Date: 1-26-10

~~CITY OF COLLEGE STATION, TEXAS~~

By:
David Neeley, Asst. City Manager

Date:

APPROVED:

~~City Attorney~~

CITY OF COLLEGE STATION

By: _____
Mayor

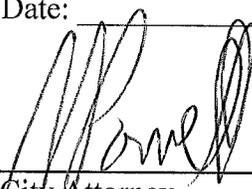
Date: _____

ATTEST:

City Secretary
Date: _____

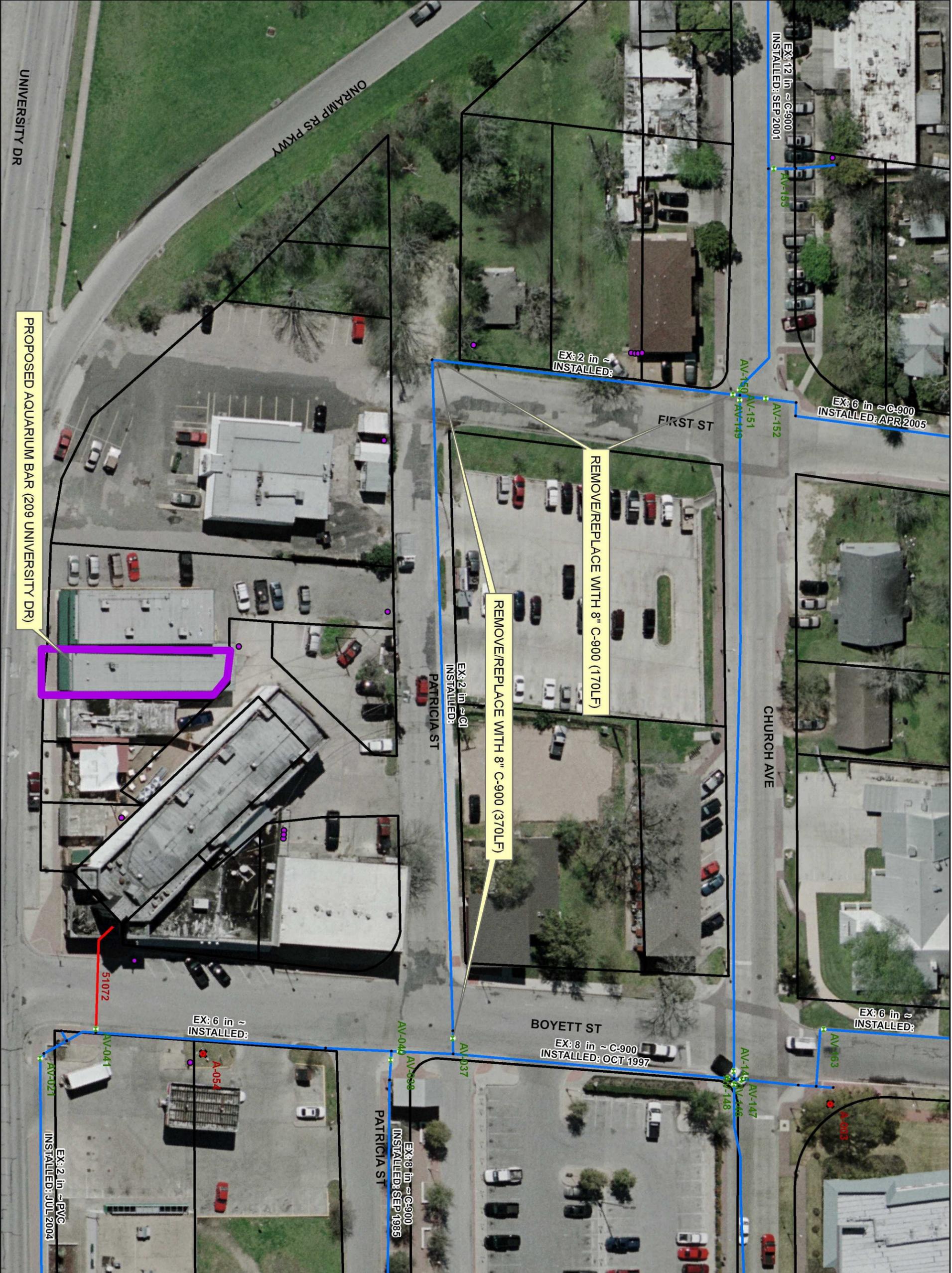
APPROVED:

City Manager
Date: _____



City Attorney
Date: _____

Chief Financial Officer
Date: _____



**THE AQUARIUM
WATER SYSTEM
IMPROVEMENT
POTENTIAL
DEVELOPMENT
AGREEMENT**

Legend

- Existing Water Meter
- Existing Water Line



1 inch = 50 feet

PROPOSED
AQUARIUM BAR

DECEMBER 2009

EXHIBIT A

**February 11, 2010
Consent Agenda Item No. 2h
BVSWMA Interlocal Cooperation Agreement**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding an Interlocal Cooperation Agreement between the City of College Station and the City of Bryan setting out a plan for creating a local government corporation that will own and manage BVSWMA.

Recommendation(s): Staff recommends approval of the Interlocal Cooperation Agreement

Summary: With this item we revisit the Interlocal Agreement that Council took action on in January. The agreement that was included with the Council's agenda was an early draft. Council was provided with the final document in executive session but the final document was not presented during the open meeting. The agreement included with this item is the final version Council was provided in executive session and is the same version approved by the City of Bryan.

Budget & Financial Summary:

Attachments:

1. Interlocal Cooperation Agreement

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF BRAZOS §

This Interlocal Cooperation Agreement (the "Agreement") is made by and between the City of College Station, Texas ("College Station"), and the City of Bryan, Texas ("Bryan"), acting by and through their respective authorized representatives, pursuant to Chapter 791, Texas Government Code, as amended. The Cities of College Station and Bryan are collectively referred to herein as the "Cities" or the "Parties" and each is individually a "City or a "Party".

RECITALS:

WHEREAS, the Cities previously entered into that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, as amended by that certain BVSWMA First Amended Joint Solid Waste Management Agreement dated May 3, 2000, and as further amended by that certain BVSWMA First Supplement to Joint Solid Waste Management Agreement dated May 29, 2003, ("collectively referred to as the "BVSWMA Agreement") relating to the joint use and operation of certain solid waste assets and landfill facilities of the Cities by a regional solid waste agency known as the Brazos Valley Solid Waste Management Agency ("BVSWMA"); and

WHEREAS, the Cities have jointly operated the BVSWMA as undivided one half interest owners pursuant to the BVSWMA Agreement for several years; however, disputes and disagreements have arisen between the Cities resulting in a mediated settlement and a certain Memorandum of Understanding related thereto; and

WHEREAS, to resolve the disagreements and disputes and pursuant to that Memorandum of Understanding, the Cities have decided to jointly create a local government corporation under Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), to be known as the Brazos Valley Solid Waste Management Agency, Inc. (the "Corporation"), which will finance, construct, own, manage and operate the BVSWMA and to which the assets originally contributed by the Cities under the BVSWMA Agreement will be transferred along with other assets of either City as agreed from time to time subject to appropriate agreements; and

WHEREAS, it is the intention of the Cities that this Agreement set forth the general process for: (i) the creation of the Corporation; (ii) the development of agreements regarding the transfer of the assets of the BVSWMA to the Corporation; (iii) the development of agreements regarding the reimbursement of debt associated with the assets of the BVSWMA; (iv) the development of agreements regarding the operation of the Corporation; and (v) any other agreements related to the financing, operation and management of the BVSWMA to be provided jointly by the Cities through the Corporation; and

WHEREAS, subsequent to the execution of this Agreement, the Cities intend to execute one or more agreements including but not limited to an "Operation Agreement" with the

Corporation under which each City will approve the specifics of each City's capital contribution to the Corporation in exchange for the right to use the BVSWMA and an "Asset Transfer and Debt Reimbursement Agreement" regarding the transfer of the assets of the BVSWMA; and

WHEREAS, it is the intention the Cities that each City shall equally share in the financial assurances for the operation and liabilities of the Corporation; and

WHEREAS, the Cities agree that, to the extent any payments are required hereunder, such payments shall be from current revenues or other lawful funds available to the paying party.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I Purpose

The purpose of this Agreement is to describe the process for the creation of the Corporation and the development of agreements related to the financing, operation and management of the BVSWMA to be provided jointly by the Cities through the Corporation, and to evidence the agreement of the Cities to jointly establish a local government corporation under Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), to be known as the Brazos Valley Solid Waste Management Agency Inc. to own, operate and manage and the BVSWMA, said process to be as generally outlined in Exhibit "A," attached hereto and incorporated herein by reference. The Cities understand and agree that the tasks and deadlines set forth in Exhibit "A" describe tasks known to the parties at the time of execution of this Agreement, but may not constitute an all inclusive list if it is determined other agreements are deemed to be necessary to achieve the goal of the Cities set forth in this Agreement. The Cities further understand, acknowledge, and agree that the deadlines set forth in Exhibit "A" constitute target dates which the Cities agree to use their best efforts to achieve; however, failure to complete a task by an identified deadline shall not be a breach of this Agreement so long as the Cities continue to be engaged in reasonable and good faith negotiations as set forth herein.

Article II Creation of Local Government Corporation

2.1 The Cities will jointly create the Corporation under the Act for the purpose of establishing joint ownership, operation and use of the BVSWMA in accordance with the terms and provisions of this Agreement. To this end, the Cities agree to have prepared and formally approve by ordinance or resolution of their respective City Council, and to cause to be filed with the Texas Secretary of State, the Articles of Incorporation of the Corporation (the "Articles") to be mutually approved by the Cities. The Corporation following its formation shall be governed by bylaws (the "Bylaws") also to be mutually approved by the Cities.

2.2 The Articles and Bylaws shall provide for the a Board of Directors consisting of seven (7) members, with the City Council for each City appointing three (3) members, and the seventh (7th) member to be selected by an approved process to be set forth in the Articles. The Articles and Bylaws shall set forth the qualifications and terms of office for the Directors

2.3 The Articles shall provide that the Corporation shall have all of the powers provided by law as a non-profit corporation and a local government corporation under the Act with the authority to generally do anything reasonable and necessary relating to the management and operation of municipal solid waste landfills, inclusive of composting operations, and recycling. The Articles may also provide for certain powers to be reserved to the Cities, which may include, but may not be limited to, approval of amendments to the Articles and Bylaws and the issuance of debt by the Corporation.

2.4 The Articles and/or the Bylaws shall provide that the Board of Directors of the Corporation shall have the authority to select an Executive Director/Chief Executive Officer.

2.5 The Cities understand and acknowledge that the Corporation will have no authority with respect to the BVSWMA and/or Cities' assets until such assets and any related permits are transferred pursuant to the agreements described in Article III, below.

Article III Asset Transfer and Debt Reimbursement Agreement

Upon creation of the Corporation, the Cities agree to negotiate in good faith and enter into an Asset Transfer and Debt Reimbursement Agreement with the Corporation that will set forth various terms and conditions relating to the transfer of the BVSWMA and/or Cities' assets and permits, (including any other assets as may be agreed by the Cities) to the Corporation and any debt reimbursement related to the transfer of BVSWMA and/or Cities' assets.

Article IV Operation Agreement

Upon creation of the Corporation, the Cities agree to negotiate in good faith and enter into an Operation Agreement with the Corporation to provide for the operation and management of the Corporation, including contracting for the use of City employees, and the transition of such personnel as employees of the Corporation.

Article V Settlement of Litigation

The Cities agree that after (i) the approval and execution by the Cities of the Asset Transfer and Debt Reimbursement Agreement, (ii) the approval and execution by the Cities of the Operation Agreement, and (iii) the transfer of the assets as required by the Asset Transfer and Debt Reimbursement Agreement to the Corporation, each City shall take all necessary action to dismiss with prejudice and release any and all claims that either City has made or could have

made against the other City in *City of Bryan, Texas v. City of College Station, Texas* Cause No. 08-021626-CV-272 in the 272nd District Court of Brazos County, Texas.

Article VI
Miscellaneous

6.1 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective City at the following address:

If intended for City of College Station:

City of College Station, Texas
Attn: Ben White, Mayor
1101 Texas Avenue
College Station, Texas 77840

With copy to:

Harvey Cargill
City Attorney
1101 Texas Avenue
P.O. Box 9960 (77842)
College Station, Texas 77840

If intended for City of Bryan:

City of Bryan, Texas
Attn: D. Mark Conlee, Mayor
300 South Texas Avenue
Bryan, Texas 77803

With copy to:

Janis Hampton
City Attorney
300 South Texas Avenue
Bryan, Texas 77803

6.2. **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Cities, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Brazos County, Texas. The Cities agree to submit to the personal and subject matter jurisdiction of said court.

6.3. **Entire Agreement:** This Agreement represents the entire agreement among the Cities with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.4. **Exhibits:** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.5. **Recitals:** The recitals to this Agreement are incorporated herein.

6.6. **Amendment:** This Agreement may be amended by the mutual written agreement of all Cities.

6.7. **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6.8. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.9. **Legal Construction**: In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.10. **Assignment**: Neither City may assign this Agreement without the prior written consent of the other City.

6.11. **Consents**: Whenever the consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay or deny such consent or approval.

6.12. **Good Faith Negotiation; Dispute Mediation**: Whenever a dispute or disagreement arises under the terms of this Agreement, the Cities agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Cities shall refer the matter to outside mediation prior to engaging in litigation.

6.13 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Cities, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 **Termination**. The Agreement shall become effective on the last date of execution hereof (the "Effective Date") and shall continue on an annual basis until each City has fully satisfied its respective obligations hereunder, unless sooner terminated as provided herein. This Agreement may be terminated by the mutual written agreement of the Cities, or by either City in the event the other City breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof.

(Signature page to follow)

EXECUTED this _____ day of _____, 2010.

CITY OF COLLEGE STATION, TEXAS

By: _____
Ben White, Mayor

APPROVED AS TO FORM

ATTEST:

By: _____
City Attorney

By: _____
City Secretary

EXECUTED this _____ day of _____, 2010.

CITY OF BRYAN, TEXAS

By: 
D. Mark Conlee, Mayor

APPROVED AS TO FORM

ATTEST:

By: 
City Attorney

By: 
City Secretary

Exhibit "A"

Proposed Schedule for Creation of Brazos Valley Solid Waste Management Agency, Inc.

General Task	Target Deadlines
Prepare draft of interlocal agreement regarding creation of local government corporation ("LGC"), transfer of BVSMA assets to LGC, and creation of operating agreement with LGC ("the ILA")	12/16/09
Submit ILA to city representatives for review.	12/16/09
Complete ILA and submit to city councils for approval.	1/5/10
Approval of ILA.	1/12/10 & 1/14/10
Prepare draft of LGC certificate of formation.	12/30/09
Submit LGC certificate of formation to city representatives for review.	12/30/09
Complete LGC certificate of formation and submit to city councils.	1/5/10
Approval of LGC certificate of formation by city councils.	1/12/10 & 1/14/10
Discussion and consideration of appointments of LGC board members by city council.	1/12/10 & 1/14/10
Prepare draft of LGC bylaws.	1/15/10
Submit LGC bylaws draft to City representatives and LGC board.	1/15/10
Complete LGC bylaws and submit to city councils for review and recommendation.	2/3/10 with council review on 2/9/10 and 2/11/10
Submit LGC bylaws to LGC board for approval.	ASAP after council reviews.
Prepare draft of asset transfer and operations agreement between cities and LGC ("Operations Agreements").	2/15/10
Submit draft of Operations Agreements to city representatives.	2/15/10
Complete draft of Operations Agreements and submit to city councils and LGC for review and approval.	3/3/10 (with approval scheduled for 3/23/10 & 3/25/10)
Submit completed Operations Agreement to LGC Board for approval.	Concurrently with or ASAP after council approval.
Prepare draft of borrowed employee agreement between College Station and LGC, if not part of the Operations Agreement and if necessary "Employee Agreement").	2/22/10
Submit draft of Employee Agreement to College Station representatives.	2/22/10
Complete draft of Employee Agreement and submit to College Station city council and LGC board for review and approval.	3/3/10 (with approval scheduled for 3/25/10)
Transfer to LGC of necessary permits related to operation of the landfills and other solid waste operations to be transferred to the LGC.	As soon as possible following approval by TCEQ but after transfer of assets to LGC.

February 11, 1010
Consent Agenda Item No. 2i
Nantucket Gravity Sewer Line Construction Contract
Work Order Number WF1094676

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving a construction contract (Contract No.10-050) with Brazos Valley Services in the amount of \$324,851.00 for the Nantucket Gravity Sewer Line project.

Recommendation(s): Staff recommends Council approval of the resolution and award of the construction contract to Brazos Valley Services.

Summary: The Nantucket Gravity Sewer Line Project will consist of the installation and construction of a gravity sanitary sewer line for the purpose of eliminating an existing lift station and force main sewer line. The proposed gravity sewer line has been designed to accommodate the fully developed sanitary sewer demand for this area.

Brazos Valley Services has been selected as the lowest responsible bidder in response to the city's solicitation of bids. This contract is for the total amount of \$324,851.00 which includes replacing Bid Item 10 with Bid Alternate Item 22. Alternate bid items 23 and 24 are also being accepted. These bid items will allow the contractor to be compensated for the proper collection and removal of groundwater in, and around, the boring pits. The geotechnical investigation conducted as part of the design effort on this project, and data reviewed from previous projects, indicate groundwater may be present challenges to the construction contractor during the boring operation. If groundwater is not present, and it is determined that the alternative bid items are not required, a deductive change order will be executed to remove these items from the contract.

Budget & Financial Summary: Funds in the amount of \$516,000 are budgeted in the Wastewater Capital Projects Fund for this project. Funds in the amount of \$40,580.32 have been expended or committed to date, leaving a balance of \$475,419.68 for this construction contract and future expenses.

Attachments:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE NANTUCKET GRAVITY SEWER LINE PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Nantucket Gravity Sewer Line Project; and

WHEREAS, the selection of Brazos Valley Services is being recommended as the lowest responsible bidder for the construction services related to the Nantucket Gravity Sewer Line 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 Brazos Valley Services is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Brazos Valley Services for a total contract amount of \$324,851.00 which includes replacing Bid Item 10 with Bid Alternate Item 22 and also includes Bid Alternate Items 23 and 24 for the labor, materials and equipment required for the improvements related to the Nantucket Gravity Sewer Line Project.

PART 3: That the funding for this Contract shall be as budgeted from the Wastewater Capital Projects Fund in the amount of \$324,851.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A. Robinson
City Attorney



Nantucket Gravity
Sewer Line



February 11, 2010
Consent Agenda No. 2j
Additional Authorization for 2009 Unemployment Claims Costs

To: Glenn Brown, City Manager

From: Alison Pond, Human Resource Director

Agenda Caption: Presentation, possible action, and discussion to ratify unemployment claims expenses for FY09 in the amount of 13,602.98 to the Texas Workforce Commission. The total FY09 expenditure is 63,602.98.

Recommendation(s): Staff recommends approval of the additional authorization to pay unemployment claims expenses.

Summary: In past years, City of College Station unemployment claim costs have always been below \$40,000. At the end of FY09, our unemployment claims increased higher than projected, the final dollar amount invoiced of \$63,602.98 was greater than \$50,000 threshold allowed without Council consent. The additional amount is due to a higher payout of unemployment claims in the second quarter of 2009.

These claims have been paid and the formal action will ensure proper ratification of the additional expenditures.

Budget and Financial Summary: Funds are available in unemployment benefits fund.

Attachments: none

February 11, 2010
Regular Agenda Item No. 1
UPDATE: Re-write of Local Animal Control Ordinance

To: Glenn Brown, City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Public Hearing, presentation, possible action, and discussion regarding the re-write of the City of College Stations Ordinance as it relates to Animal Control.

Recommendation(s): It is recommended that the Council receives the recommended changes as developed by the subcommittee in conjunction with City Legal and discusses the content and the process for addressing the elements presented. Options include setting additional workshops and opportunities for public input prior to adopting the City of College Station Code of Ordinance Chapter 2 – Animal Control.

Summary: Approximately 2 years ago a sub-committee of the Intergovernmental Committee (IGC) was formed to review and look at the Animal Control Ordinances and policies throughout Brazos County. The sub-committee is chaired by City of College Station Councilman James Massey. The sub-committee has developed a proposed re-write draft of the City of College Station Code of Ordinance Chapter 2 – Animal Control.

Councilmen Massey and Assistant City Attorney Mary Ann Powell will be presenting the findings to Council.

Budget & Financial Summary: None

Attachments:

The following items may be reviewed by going to the City of College Station's Animal Control website <http://www.cstx.gov/index.aspx?page=3441> or by reviewing a hard copy available in the City Secretary's Office: (will be provided at meeting)

- Current Animal Control Ordinance
- Animal Control Ordinance Subcommittee: March 2009 Draft
- Animal Control Ordinance Subcommittee: Legal Department Review Draft
- Summary of changes
- Power point presentation
- Public Comments

**February 11, 2010
Regular Agenda Item No. 2
BWSWMA Articles Of Incorporation**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion of a resolution approving Articles of Incorporation of Brazos Valley Solid Waste Management Agency, Inc.

Recommendation(s): Staff recommends approval of the Resolution

Summary: The Cities have operated BWSWMA for 20 years; however, disputes and disagreements have arisen between the Cities resulting in a mediated settlement and a certain Memorandum of Understanding. In order to resolve the disagreements and disputes and pursuant to that Memorandum of Understanding, the Cities have decided to jointly create a local government corporation under Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), to be known as the Brazos Valley Solid Waste Management Agency, Inc., which will finance, construct, own, manage and operate the BWSWMA and to which the assets originally contributed by the Cities under the BWSWMA Agreement will be transferred along with other assets of either City as agreed from time to time subject to appropriate agreements.

This resolution proposes the approval of articles of incorporation that will create the local government corporation that will provide solid waste disposal services to the Cities of College Station and Bryan. Subsequent to the formation of this Local Government Corporation, the Cities intend to execute one or more agreements including but not limited to an "Operation Agreement" with the Corporation under which each City will approve the specifics of each City's capital contribution to the Corporation in exchange for the right to use the BWSWMA and an "Asset Transfer and Debt Reimbursement Agreement" regarding the transfer of the assets of the BWSWMA.

Budget & Financial Summary:

Attachments:

1. Resolution
2. Articles of Incorporation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING ARTICLES OF INCORPORATION OF BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC.

WHEREAS, the City Council of the City of College Station, Texas, approved an Interlocal Cooperation Agreement with the City of Bryan on January 14, 2010 stating its intent to jointly create a local government corporation under Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), to be known as the Brazos Valley Solid Waste Management Agency, Inc. (the "Corporation"), which will finance, construct, own, manage and operate the BVSWMMA; and

WHEREAS, the City Council of the City of College Station, Texas, is presented with Articles Of Incorporation forming the Corporation under the Act; now, therefore,

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

PART 1: That the City Council hereby approves the Articles of Incorporation of Brazos Valley Solid Waste Management Agency, Inc.

PART 2: That the City Council hereby approves the appointment of Ben White, Dr. John Crompton and James Massey as directors in accordance with Article VI of the Articles of Incorporation.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

**ARTICLES OF INCORPORATION
OF
BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC.**

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident and a qualified voter of the City of Bryan, Texas, or the City of College Station, Texas (collectively, the “Cities” and, each individually, a “City”) and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the “Act”), and Chapter 394, Texas Local Government Code, do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I
Corporation Name**

The name of the corporation is the Brazos Valley Solid Waste Management Agency, Inc. (the “Corporation”).

**ARTICLE II
Nature of Corporation**

The Corporation is a public non-profit corporation.

**ARTICLE III
Duration of Corporation**

The period of duration of the Corporation shall be perpetual.

**ARTICLE IV
Corporate Purpose and Agency**

4.01 The Corporation is organized for the purpose of auditing, assisting, and acting on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including, without limitation, the financing, construction, ownership, and operation of a municipal solid waste landfill (the “Facility”) on behalf of the Cities, and to perform such other governmental purposes of the Cities, including, without limitation, the collection, handling, transportation, storage, processing, and disposal of solid waste, as may be determined from time to time by the City Councils of the Cities (the “City Councils”). Subject to applicable state law and any contractual obligations of a City or the Corporation, a City or the Cities may discontinue participation in the activities of the Corporation, or a non-participating unit of local government, business, or individuals may join in the activities of the Corporation, under procedures established in the Bylaws of the Corporation (the “Bylaws”).

4.02 The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the

Corporation to assist and act on behalf of the Cities and to engage in activities in the furtherance of the purposes for its creation.

4.03 The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Non-Profit Corporation Act, as amended (Tex. Rev. Civ. Stat. art. 1396-1.01, et.seq., as amended) and/or the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 21 and the provisions of Title I to the extent applicable to non-profit corporations, as amended), whichever is applicable, or their successor.

4.04 The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the written consent of each of the Cities or as otherwise allowed by the Bylaws.

4.05 The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

4.06 References herein to the consent or written consent of a City shall refer to an ordinance, resolution or order of the governing body of the City.

ARTICLE V
No Members or Shareholders

The Corporation shall have no members and shall have no stock.

ARTICLE VI
Board of Directors

6.01 All powers of the Corporation shall be vested in a Board of Directors consisting of seven (7) members (the "Board") subject to the oversight of the Cities and as otherwise provided in the Bylaw. The Board shall independently manage and operate the Facility in accordance with all applicable laws and documents, including these Articles, the Bylaws, the Asset Transfer and Debt Reimbursement Agreement, the Operation Agreement (as those terms are defined in the Interlocal Agreement by and between the Cities dated January 14, 2009 (the "ILA"), and such other documents agreed to by the Cities and as the same may be amended from time to time.

6.02 The initial directors of the Corporation (“Director” or “Directors”) shall be those persons named in Article VIII, below. To provide for staggered terms each initial Director named in Article VIII hereof shall serve for the term prescribed in Article VIII. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation. Subsequent Directors shall be appointed to the Board for a term of three (3) years as prescribed herein. Except as set forth in these Articles or the Bylaws, any Director may be removed from office at any time, with or without cause, by the entity responsible for the appointment of that Director.

6.03 The number of Directors shall be seven (7), and shall be selected as follows:

A. The City Council of the City of Bryan shall appoint three (3) Directors, one (1) of which must be a City of Bryan City Council member;

B. The City Council of the City of College Station shall appoint three (3) Directors, one (1) of which must be a City of College Station City Council member;

C. The seventh (7th) Director shall be appointed as follows:

(i) The majority of the Directors appointed by the Cities pursuant to Sections 6.03.A. and 6.03.B. shall appoint the seventh (7th) Director. Such person appointed pursuant to this Section 6.03.C. shall be deemed to have been appointed by the Cities.

(ii) If the majority of the Directors appointed pursuant to Sections 6.03.A. and 6.03.B. are unable to agree on a person to appoint as the seventh (7th) Director on or before the thirtieth (30th) day after the end of the term of the then serving seventh (7th) Director, then the three (3) Directors appointed by the City Council of the City of College Station and the three (3) Directors appointed by the City Council of the City of Bryan shall, on or before the sixtieth (60th) day after the end of the term of the then serving seventh (7th) Director term, each nominate one person to serve as the seventh (7th) Director and submit said nominee in writing to the Secretary of the Corporation. Not later than the fifth (5th) business day after receipt of the names of both nominees, the Secretary of the Corporation shall determine by coin flip conducted in the presence of not fewer than two (2) witnesses which of the nominees submitted shall serve as the seventh (7th) Director. The failure to timely submit a nominee to the Secretary of the Corporation in accordance with this Section 6.03.C.(ii) shall result in a forfeiture of the right to submit a nominee and the person whose name was timely submitted shall be deemed the seventh (7th) Director.

6.04 At the time of their appointment, and at all times during their term, at least two (2) of the Directors appointed in accordance with Section 6.03.A. above must reside within the incorporated limits of the City of Bryan and at least one (1) of the Directors appointed in accordance with Sections 6.03.A. must be a City of Bryan City Council member. At the time of their appointment, and at all times during their term, at least two (2) of the Directors appointed in

accordance with 6.03.B. above must reside within the incorporated limits of the City of College Station and at least one (1) of the Directors appointed in accordance with Section 6.03.B. shall be a City of College Station City Council member. Except as provided herein, the Directors appointed in accordance with Sections 6.03.A. and in accordance with 6.03.B. above, may be an elected or appointed official or an employee of the City appointing the Director.

6.05 At the time of appointment, and at all times during said Director's term, the Director appointed in accordance with Section 6.03.C., may be a resident of either City, and may be an elected or appointed official or employee of either City.

6.06 Notwithstanding the above, the majority of Directors from each City must at all times be residents of the nominating City.

6.07 Except as set forth in Section 6.02 above, Directors shall serve a term of office of three (3) years, with no limit imposed by these Articles on the number of terms that a Director may serve, which terms shall be staggered as set forth in the Bylaws.

6.08 Vacancies on the Board that occur before the end of a Director's term shall be filled in the same manner as appointments made pursuant to Article 6.03.

6.09 The Directors appointed in accordance with Section 6.03.A. and Section 6.03.B. may be removed at any time, with or without cause, by the City appointing such Director. The Director appointed in accordance with Section 6.03.C. above may be removed at any time, with or without cause, upon recommendation of the majority of the Directors appointed in accordance with Sections 6.03.A. and 6.03.B. and approval of said removal by both Cities.

6.10 All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws, so long as such Bylaws are not inconsistent with these Articles or the laws of the State of Texas.

ARTICLE VII

Registered Office and Agent

The street address of the initial registered office of the Corporation is 1101 Texas Avenue, College Station, Texas 77840, and the name of its initial registered agent at such address is Ben White.

ARTICLE VIII

Initial Directors

The names, addresses and terms of office of the six (6) initial Directors are:

NAME	ADDRESS	TERM EXPIRES
Ben White	1101 Texas Avenue College Station, Texas 77840	September 30, 2011
Dr. John Crompton	1101 Texas Avenue College Station, Texas 77840	September 30,2011
James Massey	1101 Texas Avenue College Station, Texas 77840	September 30, 2010
D. Mark Conlee	300 South Texas Avenue Bryan, Texas 77803	September 30, 2010
Art Hughes	300 South Texas Avenue Bryan, Texas 77803	September 30, 2011
Jason Bienski	300 South Texas Avenue Bryan, Texas 77803	September 30, 2011

**ARTICLE IX
Incorporators**

The names and street addresses of the incorporators, each of whom resides within one of the Cities forming the Corporation are:

NAME	ADDRESS
Ben White	1101 Texas Avenue College Station, Texas 77840
Dr. John Crompton	1101 Texas Avenue College Station, Texas 77840
James Massey	1101 Texas Avenue College Station, Texas 77840
D. Mark Conlee	300 South Texas Avenue Bryan, Texas 77803
Art Hughes	300 South Texas Avenue Bryan, Texas 77803
Jason Bienski	300 South Texas Avenue Bryan, Texas 77803

ARTICLE X
Approval of Articles by Cities

Resolution No. _____ approving the form and substance of these Articles of Incorporation has been adopted by the City Council of the City of Bryan, Texas, on _____, 2010.

Resolution No. _____ approving the form and substance of these Articles of Incorporation has been adopted by the City Council of the City of College Station, Texas, on _____, 2010.

ARTICLE XI
Director Liability

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (ii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iii) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XII
Limits on Use of Corporate Assets; Income of Corporation

12.01 In accordance with the provisions of Section 501(c) (3) of the Internal Revenue Code (the "Code"), and regardless of any other provisions of these Articles or the laws of the State of Texas, the Corporation shall not:

- A. permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes);
- B. devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise;
- C. participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and
- D. attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives.

No part of the Corporation's income shall inure to the benefit of any private interests.

12.02 Notwithstanding Section 431.107 of the Act, entitling the Cities at all times to have the right to equally receive the income earned by the Corporation, any income earned by the Corporation after payment of reasonable expenses, reasonable reserves for future activities, debt, establishment of a capital reserve, establishment of a reserve for closure and post closure liability and satisfaction of other legal obligations of the Corporation shall be retained by the Corporation and applied equitably as a credit to the charges to Cities for tipping fees and other fees and costs charged to Cities for the disposal of municipal solid waste at Corporation's facilities and/or other services provided by the Corporation to the Cities, or distributed to the Cities in an equitable manner to be determined by the Board in accordance with the provisions of the Bylaws of the Corporation.

ARTICLE XIII **Corporation as Private Foundation**

If the Corporation is a private foundation within the meaning of Section 509(a) of the Code, the Corporation: (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE XIV **Dissolution**

14.01 If the Board determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds or notes issued by and all obligations incurred by the Corporation or on behalf of the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of Texas Local Government Code, or with applicable law then in existence.

14.02 Subject to any restrictions contained in applicable state law, if each of the Cities considers and approves a concurrent resolution or ordinance directing the Board to proceed with the dissolution of the Corporation, the Board shall promptly proceed with the dissolution of the Corporation. The failure of the Board to promptly proceed with the dissolution of the Corporation in accordance with this Section 14.02 shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles.

14.03 Upon the dissolution of the Corporation:

A. the assets of the Corporation shall be distributed equally between the Cities; and

B. any remaining liabilities of the Corporation shall be shared equally between the Cities.

ARTICLE XV

Indemnification of Directors and Officers

15.01 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article XV and the Bylaws of the Corporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a “proceeding”), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by Texas Non-Profit Corporation Act and/or the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys’ fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article XV shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article XV shall be deemed contract rights, and no amendment, modification or repeal of this Article XV shall have the effect of limiting or denying any such rights with respect to action taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article XV could involve indemnification for negligence or under theories of strict liability.

15.02 *Advance Payment.* The right to indemnification conferred in this Article XV shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 15.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person’s ultimate entitlement to indemnification, provided; however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article XV and a written undertaking, by or on behalf of such person, to repay all amounts

so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article XV or otherwise.

15.03 *Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article XV, and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who are or were serving at the request of the Corporation as a Director, officer, partner, venture proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status of such a person to the same extent that it may indemnify and advance expenses to Directors under this Article XV.

15.04 *Appearance as a Witness.* Notwithstanding any other provision of this Article XV, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

15.05 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article XV shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 15.03, above, may have or hereafter acquire under any law (common or statutory), provision of these Articles or the Bylaws of the Corporation, agreement, or vote of disinterested Directors or otherwise.

15.06 *Insurance.* The Corporation may purchase and maintain insurance, at its expense to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article XV.

15.07 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article XV shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

15.08 *Savings Clause.* If this Article XV or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article XV as to costs, charges and expenses (including attorneys' fees), judgments, fines and in amounts paid in settlement with respect to any action, suit or proceeding, whether civil,

criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article XV that shall not have been invalidated and to the fullest extent permitted by applicable law.

**ARTICLE XVI
Amendments**

These Articles may not be changed or amended unless approved in writing by each of the Cities.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2010.

Signature page to follow

D. Mark Conlee

Art Hughes

Jason Bienski

Ben White

Dr. John Crompton

James Massey

Thursday, February 11, 2010
Regular Agenda Item No. 3
Re-Appointments to positions on Bryan/College Station Library Committee

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion on reappointments to Bryan College Station Library Committee.

Summary: City staff received notification from Library staff that committee members, Larry Ringer and Mary Fran Troy wished to be re-appointed to their positions. The terms expired for Ringer and Troy in December, 2009. There were no other applicants expressing interest in serving on this committee.

Attachments: None

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