

**CITY OF KOSSE
CITY COUNCIL MEETING
NOVEMBER 13,2018 - 7:00 P.M.**

Council Members Present:

Trish Roy Harley Leazer Ronnie Funderburk Jimmy Pate LB Perry

Council Members Absent:

Jarrold Eno

Mayor Pro-Tem Ronnie Funderburk opened the meeting with the pledge of allegiance. LB Perry led with the prayer. A quorum was present with four members present. Proper posting of the meeting was confirmed.

Consent Items: Minutes from the last meeting, accounts payable, and current bank statements were reviewed. A motion by Harley Leazer was made to approve. Jimmy Pate seconded the motion. Motion carried.

Visitors:

David Gann spoke about how awful the railroad crossing on Highway 7 is. He is asking for something to be done about it. Discussion took place with Ronnie Funderburk explaining that his concerns are not going unheard and we will work on trying to get something done.

Discuss and Take Action on Waterline Bids. James Light was present and explained that the contractor said he could lock in the price if we go ahead and award the contract on the Waterline Project. The can go ahead and start the project and finish it out when the funds are available from TWDB. Harley Leazer made a motion to award the contract to Teal Services LLC in the amount of \$766,284.75. Jimmy Pate seconded. Motion carried.

Discuss and Take Action on the approval of a Resolution by the City Council of the City of Kosse, Texas Requesting Financial Assistance from the Texas Water Development Board; Authorizing the Preparation and Filing of an Application for Financial Assistance; and Making Certain Findings in Connection Therewith. Harley Leazer made a motion to approve the Resolution requesting financial assistance not to exceed \$450,000 from TWDB. Jimmy Pate seconded. Motion carried.

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF KOSSE, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE PREPARATION AND FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Kosse (the "City") hereby finds and determines that there is an urgent need for the City to apply for financial assistance from the Texas Water Development Board (the "TWDB"); and

WHEREAS, the City has critical needs associated with the construction of water infrastructure to ensure that facilities are sufficient to meet residents' minimal needs; and

WHEREAS, the City Council of the City desires to authorize the submission of an application for financial assistance to the TWDB under one or more programs for which it would be eligible to receive funding through grants or loans, including, without limitation, the Texas Water Development Fund, the Economically Distressed Area Program and the Drinking Water State Revolving Fund; NOW, THEREFORE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KOSSE, TEXAS, THAT:

Section 1. An application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$450,000 to provide for eligible costs for the completion of the acquisition and construction of water system improvements, including two new water wells, a new water plant, a pipeline from the remote water well to the water plant and the acquisition of real property for wells, and the water line, and for the costs of issuance related to the financial assistance (the "Project").

Section 2. Jarrod J. Eno, Mayor of the City, is hereby designated the authorized representative of the City for purposes of furnishing such information, executing such documents, and making such appearances as may be required in connection with the preparation and filing of such application for financial assistance and with complying with the rules of the Texas Water Development Board.

Section 3. The following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City before any hearings held by the Texas Water Development Board on such application, to-wit:

Financial Advisor

Ben J. Rosenberg
U.S. Capital Advisors
300 W. 6th Street
Suite 1900
Austin, TX 78701
512.813.1104

Bond Counsel

Jonathan K. Frels
Paige H. Abernathy
Bracewell LLP
711 Louisiana Street
Suite 2300
Houston, TX 77002
713.221.1599 (Frels)
713.221.1311 (Abernathy)

Engineer

John Rusk
James Light
Goodwin-Lasiter-Strong
4077 Cross Park Drive
Suite 100
Bryan, TX 77802
979.776.9700

PASSED AND APPROVED this 13 day of November, 2018.

S/Christina Lockhart
City Secretary
City of Kosse, Texas

S/Mayor Jarrod Eno
Mayor
City of Kosse, Texas

Discuss and Take Action on Approval of 2018 Tax Roll. Trish Roy made a motion to approve the 2018 tax roll. Harley Leazer seconded. Motion carried.

Discuss and Take Action on Mutual Aid Law Enforcement Interlocal Agreement Resolution. All police departments in the county can assist and help each other with this resolution. Jimmy Pate made a motion to adopt the resolution. LB Perry seconded. Motion carried.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOSSE, LIMESTONE COUNTY, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITIES OF GROESBECK, MEXIA, THORNTON, COOLIDGE, WORTHAM, AND THE COUNTY OF LIMESTONE PURSUANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT.

WHEREAS, under Section 362.002 of Texas Local Government Code, the City is authorized to enter into an agreement with a neighboring municipality, joint airport, or contiguous county to form a mutual aid law enforcement task force in order to cooperate with each other in criminal investigations and other law enforcement activities; and

WHEREAS, the City Council of the City of Kosse finds it is in the best interest of the public safety of the citizens of the City of Kosse to enter into such an agreement with the Cities of Groesbeck, Mexia, Thornton, Coolidge, Wortham and the County of Limestone so that all entities can make the most efficient and effective use of their law enforcement personnel, equipment, specialized units and other resources;

NOW, THEREFORE BE IT RESOLVED, THAT:

- 1) The City shall enter into the Mutual Aid Law Enforcement Task Force in the manner and according to the terms set forth in the Interlocal Agreement attached hereto as Exhibit "A" (hereinafter the "Agreement") and will cooperate with the Cities of Groesbeck, Mexia, Thornton, Coolidge, Wortham, and the County of Limestone in the types of investigations and activities described in the Agreement for the mutual benefit of the Parties; and
- 2) The Mayor is hereby authorized to execute the Agreement; and
- 3) The Chief of Police is hereby authorized to take any actions or execute any other documents he deems necessary to accomplish the duties and responsibilities of this City pursuant to such Agreement

MUTUAL AID LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Kosse, the City of Groesbeck, the City of Mexia, the City of Thornton, the City of Coolidge, the City of Wortham, the County of Limestone, and includes any city or other government or law enforcement agency, hereinafter collectively referred to as "the Parties," which shall hereafter by and through their respective Mayors or other duly authorized officials enter into this agreement:

WITNESSETH:

WHEREAS, Chapter 362, Sec. 362.001 et seq., Texas Local Government Code, authorizes a county or municipality by resolution of its governing body to enter into an agreement with any neighboring municipality or contiguous county for the formation of a mutual aid law enforcement task force to cooperate in the investigation of criminal activity and enforcement of the laws of this State; and

WHEREAS, the Parties desire to form a mutual aid law enforcement task force, and a joint tactical and investigative team, hereinafter referred to as the Joint Criminal Apprehension Team (JCA T), wherein the equipment, facilities, and personnel of their respective police departments or law enforcement agencies are available to each other as requested and required;

NOW, THEREFORE, KNOW BY ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to the parties, it is AGREED as follows:

Article I

During the term of this Agreement, the parties agree to provide upon request of one party (requesting party) to the other (providing party) such law enforcement personnel, including available equipment and facilities, as may be requested for the investigation or suppression of crime within the jurisdictional area of the requesting party; provided that the personnel, equipment, and facilities requested are not otherwise required by the providing party as determined by the Chief Law Enforcement Officer of the providing agency, or designee. Requests for mutual aid made pursuant to this agreement shall be made by and to the respective Chief Law Enforcement Officer or their designated representatives.

Article II

While any peace officer regularly employed by the providing party is in the service of a requesting party pursuant to this Agreement, he shall be under the command of the requesting party's law enforcement officer who is in charge, and said peace officer shall have all the powers of a regular peace officer of the requesting party as though he were within the jurisdiction where he is regularly employed; and his qualification for office with the providing party shall constitute his qualification for office with the requesting party; and no other oath, bond or compensation need be made.

In the performance of work or services hereunder, each peace officer is deemed solely as an employee of his hiring agency, which shall assume sole and exclusive responsibility for the payment of wages to the employee for services performed under this Agreement.

Article III

A peace officer employed by a providing party covered by this Agreement may make arrests outside the jurisdiction in which he is employed, but within the area covered by the Agreement; provided, however, that the law enforcement agency within the requesting jurisdiction shall be notified of such arrest without delay. The notified agency shall make available the notice of such arrest in the same manner as if said arrest were made by a member of the law enforcement agency of said requesting jurisdiction.

Article IV

Peace Officers employed by the parties to this Agreement shall have such investigative and other law enforcement authority in the jurisdictional area encompassed by this Agreement as is reasonable and proper to accomplish the purpose for which a request for mutual aid assistance is made.

Article V

The Joint Criminal Apprehension Team is hereby created pursuant to this Agreement as a tactical and investigative team comprised of Peace Officers from the agencies that are parties to this Agreement. The command structure of the team will be defined and agreed to by the Chief Law Enforcement Officer of each agency represented under this Agreement within the operational policies established for the team.

Article VI

To the extent allowed by law, each party agrees to indemnify the remaining parties against all demands, suits, actions, legal or administrative proceedings, claims, damages and reasonable attorney's fees relating to the performance of this Agreement and arising directly or indirectly from matters to which it is finally adjudged that that party is solely guilty of negligence or misconduct.

Article VII

The term of this Agreement shall commence on the date the last party signs this Agreement and shall continue for one year. This Agreement will automatically renew annually unless a party to this Agreement provides thirty days written notice of its intent to terminate or withdraw from this Agreement to the remaining parties in the Agreement.

Article VIII

The parties shall observe and comply with all Federal, State, County, and City laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

Article IX

The parties agree that any other law enforcement agency acting by and through its duly constituted governing body may become a party to this Agreement by executing an appropriate amendment to this Agreement signifying its Agreement to all of the terms and provisions hereof, executed by all of the then existing parties hereto.

FOR THE CITY OF KOSSE, TEXAS

ATTEST:

S/Christina Lockhart
City Secretary
City of Kosse, Texas

S/Mayor Jarrod Eno
Mayor
City of Kosse, Texas

Date: November 13, 2018

Discuss and Take Action on Street Resurface Project. TABLED

Charles Dickerson gave the water report. 1.1 million gallons used. Below Normal. NO water Leaks

Court Clerk Christina Lockhart gave the municipal court report. 59 Convictions turned into the state. 30 Warrants issued. No Court in till January due to holidays and at that time there will be 3 jury trials scheduled.

Police Chief Morris gave the police report. 59 citations. No arrest. 2 new Officers. One full-time and one reserve that cost the city nothing. Has been updating the Police Department to electronic functions. In talks with Kyle KaCal to try to get the amount paid on tickets to the state reduced.

Karen Partin gave the EDC report. Meeting Friday at the City Office. If you know anyone that wants to open a business in Kosse, send them to the meetings.

Brooks Valls gave the KCC report. Thursday is the Community dinner bring a dish, will be a lotto tree donation for the food bank.

Fire Department – No Burn Ban

Harley Leazer made a motion to adjourn and Jimmy Pate seconded. Motion carried and meeting adjourned.

s/Jarrold Eno December 4,2018
Mayor Date

ATTEST:

s/Christina Lockhart December 4,2018
City Secretary Date