



City of Morgan's Point Resort

Agenda

City Council Regular Session

Tuesday, December 10, 2024

6:00 PM

MPR EVENT CENTER – 60

Morgan's Point Blvd

To View the meeting go to: www.MorgansPointResortTX.com/YouTube

Call to Order

Invocation

Pledge of Allegiance

Presentations

1. **PS-24-007** VW Busfest 2024 Presentation

Citizen Comments on Agenda Items

This is an opportunity for members of the public to suggest the addition of topics for the discussion, or to address topics of interest, with the presentation limited to three (3) minutes. All speakers will conduct themselves in an orderly and lawful manner. All speakers will be recognized prior to speaking and will announce their name and address to be included in the minutes. State law prohibits the Mayor and Members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law.

Consent Agenda

All items under this heading are considered to be routine and may be enacted by one motion unless the Mayor or a Councilmember request that an item be removed for separate discussion. Any item removed from the Consent Agenda will be considered immediately following the motion to approve the Consent Agenda.

2. **MS-24-018** Consider Minutes of Regular City Council Meeting of November 12, 2024
3. **MS-24-019** Consider Minutes of Special Session City Council Meeting of November 18, 2024

Resolutions

4. **RS-24-042** Consider a memorandum/resolution authorizing the City Manager to enter into an Interlocal Agreement (ILA) with the Central Texas Council of Governments (CTCOG) for planning support services
5. **RS-24-043** Consider a memorandum/resolution authorizing the City Manager to enter into a Letter of Agreement with the Morgan's Point Resort Volunteer Firefighters Association for the purchase of a 2018 Ford F-550 chassis VIN: 1FD0W5HT2HEF27588 (with a Pierce mini-pumper body) and make the first installment in the amount of \$75,000 for said purchase

6. **RS-24-044** Consider resolution/memorandum reappointing members to the Economic Development Corporation (EDC) for a 2-year term
7. **RS-24-045** Consider a memorandum/resolution approving the consolidation of 3 lots at Section 16, Block 17, Lots 8, 9 & 10, into 2 lots. Application has been previously approved by Planning & Zoning
8. **RS-24-046** Consider a memorandum/resolution appointing to Ken Hobbs as Chair and Thomas Westmoreland as Vice Chair to the Planning & Zoning Committee

Ordinances

9. **OR-24-014** Consider repealing ordinance 17-1, establishing regulations on Maintenance Fee Funds and requiring the filing of liens on delinquent accounts

City Manager Updates

Adjournment

I certify that a copy of the _12-10-2024__ agenda of items to be considered by the Morgan's Point Resort was posted and could be seen on the City Hall bulletin board on the __12-6-2024__ at 5:00PM and remained posted continuously for at least 72 hours proceeding with the scheduled time of the meeting. I further certify that the following news media were properly notified of the above stated meeting: Belton Journal. The meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. For further information please contact the City Secretary's office at 254-742-3206 .

Camille Bowser, City Secretary

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting(s), this notice is being posted to meet the requirements of the Texas Open Meetings Act subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.

LADIES AUXILIARY:	Garrett and Mic Hill Event Center, December 12, 2024, 6PM - 9PM
COFFEE WITH COUNCIL MEMBER:	Mary Ruth Briggs Library, December 13, 2024, 8AM - 10AM
CHRISTMAS LIGHTING CONTEST:	Morgan's Point Resort, December 16 - December 20, 2024 7PM - 9PM
PARKS & RECS MEETING:	Conference Room of Priority Charter School Admin Building December 18, 2024, 6PM - 9PM
MPR COPS:	Garrett and Mic Hill Event Center, December 19, 2024, 7PM - 9PM
CITY HALL:	Closed December 24 - December 26, 2024 (Christmas Holiday) Closed January 1, 2024 (New Years Day Holiday)



City of Morgan's Point Resort

Minutes

City Council Regular Session

Tuesday, November 12, 2024

6:00 PM

MPR EVENT CENTER – 60
Morgan's Point Blvd

To View the meeting go to: www.MorgansPointResortTX.com/YouTube

1. Call to Order

Meeting called to order at 6:00 PM by Mayor, Dennis Green

PRESENT

Dennis Green
Dorothy Allyn
Jimbo Snyder
Pat Clune
Roxanne Stryker
Stephen Bishop

(Video 39:45)

2. Invocation

Led by Evan Abell

3. Pledge of Allegiance

Led by Evan Abell

4. Presentations

a. PR-24-005 Department head quarterly presentations

Presentation given by Katrice Jackson, Director of Administrative Services

Presentation given by Taran Vaszocz, MPR Fire Chief

(Video 46:31)

5. Citizen Comments on Agenda Items

This is an opportunity for members of the public to suggest the addition of topics for the discussion, or to address topics of interest, with the presentation limited to three (3) minutes. All speakers will conduct themselves in an orderly and lawful manner. All speakers will be recognized prior to speaking and will announce their name and address to be included in the minutes. State law prohibits the Mayor and Members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law.

(Video 42:15)

6. Consent Agenda

All items under this heading are considered to be routine and may be enacted by one motion, unless the Mayor or a Councilmember requests that an item be removed for separate discussion. Any item removed from the Consent Agenda will be considered immediately following the motion to approve the Consent Agenda.

- a. MN-24-016** Consider Minutes of Regular City Council Meeting of October 7, 2024
- b. MN-24-017** Consider Minutes of Regular City Council Meeting of October 30, 2024

Motion was made to approve the consent agenda

Motion made by Allyn, Seconded by Snyder.
Voting Yea: Clune, Stryker, Bishop

Passed

7. Resolutions

- a. RS-24-039** Consider a memorandum/resolution of votes cast to elect directors for the Tax Appraisal District of Bell County for the year 2025

Motion was made to approve RS-24-039 to cast all 26 votes for Jared Bryan

Motion made by Allyn, Seconded by Snyder.
Voting Yea: Clune, Stryker, Bishop

Passed

(Video 26:26)

Public Hearings

8. Ordinances

- a. OR-24-010** Consider an ordinance to update/amend City of Morgan's Point Resort Code of Ordinances Chapter 2, Article 2.03 Animals Other Than Household Pets

Motion made to adopt OR-24-010, with changes of 25 feet to 50 feet, in sections ending in 01 and 03, away from any habitable structure of any person other than the owner

Motion made by Allyn, Seconded by Stryker.
Voting Yea: Snyder, Clune, Bishop

Passed

(Video 1:16:00)

- b. OR-24-011** Consider an ordinance updating City of Morgan's Point Resort Code of Ordinances Appendix B Section 3 Definitions

Motion made to table OR-24-011 until further clarification has been made to several definitions

Motion made by Allyn, Seconded by Snyder.
Voting Yea: Clune, Stryker, Bishop

Tabled

(Video 1:16:02)

c. OR-24-012 Consider an ordinance adopting Waste Management rate increase

Motion made to adopt OR-24-012, Waste Management rate increase

Motion made by Stryker, Seconded by Snyder.
Voting Yea: Allyn, Clune, Bishop

Passed

(Video 1:25:48)

9. Adjournment

Meeting adjourned at 6:55 PM

I certify that a copy of the __11-12-2024__ agenda of items to be considered by the Morgan's Point Resort was posted and could be seen on the City Hall bulletin board on the __11-8-2024__ at 4:00PM and remained posted continuously for at least 72 hours proceeding the scheduled time of the meeting. I further certify that the following news media were properly notified of the above stated meeting: Belton Journal. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 254-742-3206 for further information.

Camille Bowser, City Secretary

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting(s), this notice is being posted to meet the requirements of the Texas Open Meetings Act subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.

LADIES AUXILIARY:

Dead Fish Grill, November 14, 2024, at 6:00PM

Bake Sale & Hobbyist Crafts, Event Center, November 23,
2024 at 8:00 AM

COFFEE WITH COUNCIL MEMBER:

Mary Ruth Briggs Library, November 15, 2024, at 8:00 AM

LIBRARY 6TH ANNUAL ART SHOW

Event Center, November 15, 2024 - November 16,
2024, at 6 pm to 8 pm

MPR COPS:

Event Center, November 21, 2024, at 7:00PM

PLANNING & ZONING:

Event Center, November 26, 2024, at 6:00PM

HOLIDAY EVENT W/ SANTA & MRS. CLAUS

Event Center, December 6th from 6 pm to 8 pm



City of Morgan's Point Resort

Minutes

City Council Special Session

Monday, November 18, 2024

5:00 PM

MPR EVENT CENTER – 60

Morgan's Point Blvd

To View the meeting go to: www.MorgansPointResortTX.com/YouTube

1. Call to Order

Meeting called to order at 5:01 PM by Mayor, Dennis Green

PRESENT

Dorothy Allyn

Jimbo Snyder

Pat Clune

Roxanne Stryker

Stephen Bishop

Dennis Green

2. Announcement and Citizen Comments

This is an opportunity for members of the public to suggest the addition of topics for the discussion, or to address topics of interest, with the presentation limited to three (3) minutes. All speakers will conduct themselves in an orderly and lawful manner. All speakers will be recognized prior to speaking and will announce their name and address to be included in the minutes. State law prohibits the Mayor and Members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law.

N/A

3. Presentations

a. PR-24-006 FY 24/25 Grants

Overview of Grants, Presented by Nayda Santana, Government Relations & Procurement Director

(Video 1:05)

4. Agenda

a. RS-24-040 Consider resolution/memorandum accepting Fiscal Year Ending September 30, 2022, audit report

Motion made to approve RS-24-040 to accept Fiscal Year Ending September 30, 2022, audit report

Motion made by Stryker, Seconded by Clune.
Voting Yea: Allyn, Snyder, Bishop

Passed

(Video 6:45)

b. DS-24-041 Discuss Administrative Policies and Procedures Fiscal Impact

City Manager, Dennis Baldwin presented an overview of the updated Administrative Policies and Procedures and the Fiscal Impact

(Video 24:08)

c. OR-24-013 Consider approving ordinance repealing Ordinance 2013-2 - Article 9.04 Personnel Policies Manual and directing the City Manager to create and implement an Administrative Policies and Procedures Manual to manage City personnel and operations

Motion made to approve OR-24-013, repealing Ordinance 2013-2, Article 9.04 Personnel Policies

Motion made by Allyn, Seconded by Stryker.
Voting Yea: Snyder, Clune, Bishop

Passed

(Video 1:06:15)

5. Executive Session

The City Council will adjourn into an Executive Session for a discussion of personnel matters pursuant to Section 551.074 of the Texas Government Code

City Manager, Dennis Baldwin, performance review

Adjourned into Executive Session at 6:16 PM

Reconvened into Regular Special Session at 7:05 PM

6. Discussion and possible action resulting from Executive Session

None

7. Adjourn

Meeting adjourned at 7:08 PM

8. I certify that a copy of the __11-18-2024__ agenda of items to be considered by the Morgan's Point Resort was posted and could be seen on the City Hall bulletin board on the __11-15-24__ at 5:00PM and remained posted continuously for at least 72 hours proceeding the scheduled time of the meeting. I further certify that the following news media were properly notified of the above stated meeting: Belton Journal. The meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 254-742-3206 for further information.

Camille Bowser, City Secretary

RESOLUTION NO. 24-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF MORGAN'S POINT RESORT, TEXAS, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CITY OF MORGAN'S POINT RESORT AND THE CENTRAL TEXAS COUNCIL OF GOVERNMENTS (CTCOG) FOR PLANNING SUPPORT SERVICES RELATED TO CODE OF ORDINANCE REVIEW, REVISION, AND DEVELOPMENT, AS WELL AS ATTEND AND CONTRIBUTE, AS NECESSARY, TO PLANNING & ZONING (P&Z).

WHEREAS, the City of Morgan's Point Resort and the Central Texas Council of Governments (CTCOG) are authorized by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to enter into Interlocal Agreements to promote efficiency and effectiveness in government functions; and

WHEREAS, the City of Morgan's Point Resort and CTCOG recognize the benefits of cooperation and shared resources to provide high-quality and cost-effective services to the community; and

WHEREAS, the City Council of the City of Morgan's Point Resort has determined that entering into this Interlocal Agreement with CTCOG is in the best interests of the citizens of Morgan's Point Resort and serves the public welfare;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TEXAS:

Section 1. That the findings set forth in the preamble to this Resolution are hereby in all things approved and adopted.

Section 2. That the City Council authorizes the City Manager of the City of Morgan's Point Resort to execute, on behalf of the City, an Interlocal Agreement with the Central Texas Council of Governments (CTCOG), in substantially the form attached hereto as *Exhibit A*, for planning support services related to code of ordinance review, revision, and development, as well as attend and contribute, as necessary, to P&Z meetings.

Section 3. That this Interlocal Agreement shall become effective upon its execution by both parties and shall remain in effect until terminated as provided in the Agreement.

Section 4. That the Mayor, City Manager, or their designees are hereby authorized to take any additional action necessary to implement and enforce the terms of the Interlocal Agreement.

Section 5. That this Resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this the 10th day of December 2024 by ____ (ayes) to ____ (nays) to ____ (abstentions) vote of the City Council of the City of Morgans Point Resort, Texas.

Dennis Green, Mayor

ATTEST:

Camille Bowser, City Secretary

**CENTRAL TEXAS COUNCIL OF GOVERNMENTS
CONTRACT FOR CONSULTANT SERVICES
AMENDMENT #2**

THE STATE OF TEXAS, COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered and executed between the **CENTRAL TEXAS COUNCIL OF GOVERNMENTS**, hereinafter called CTCOG and The City of Morgan's Point Resort hereinafter called MPR.

W I T N E S S E T H

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, CTCOG and MPR do mutually agree as follows.

A G R E E M E N T

Article 1. Contract Period

This contract becomes effective when fully executed by all parties hereto and authorizes reimbursement for supplemental planning staff activities performed **from January 1, 2023**, to termination upon MPR's final approval of work completed by CTCOG or on or about **December 31, 2023**, unless otherwise terminated or modified as hereinafter provided.

Amendment 1:

This contract becomes effective when fully executed by all parties hereto and authorizes reimbursement for supplemental planning staff, and grant management activities performed **from January 1, 2023**, to termination upon MPR's final approval of work completed by CTCOG or on or about **December 31, 2024**, unless otherwise terminated or modified as hereinafter provided.

Amendment 2:

This contract amendment supersedes amendment 1 and becomes effective when fully executed by all parties hereto and authorizes reimbursement for supplemental planning staff activities performed **from January 1, 2025**, to termination upon MPR's final approval of work completed by CTCOG or on or about **September 30, 2025**, and will automatically renew on the 1st day of October 2025, and every October 1st, unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

CTCOG shall undertake and complete the task as described in the attached Scope of Work, and in accordance with all terms and conditions included hereinafter.

MPR shall provide assistance as appropriate and as specified in said attached scope of work, including approval of all work.

Amendment 1:

CTCOG shall undertake and complete the task as described in the attached Scopes of Work (a and b), and in accordance with all terms and conditions included hereinafter.

Amendment 2:

This contract amendment supersedes amendment 1;
CTCOG shall undertake and complete the task as described in the attached Scope of Work, and in accordance with all terms and conditions included hereinafter.

Article 3. Compensation

The maximum amount payable under this contract for the supplemental staff shall not exceed the amount of **\$30,000 MPR**; to be billed monthly based on reported staff time for activities in support of Morgans Point.

Amendment 1:

The maximum amount payable under this contract for the supplemental staff shall not exceed the amount of **\$60,000 MPR**; to be billed monthly based on reported staff time for activities in support of Morgans Point.

Amendment 2:

This contract amendment supersedes amendment 1;
The maximum amount payable under this contract for the supplemental staff shall not exceed the amount of **\$45,000 MPR**; to be billed monthly based on reported staff time for activities in support of Morgans Point.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made. Any such amendment must be approved by both CTCOG and MPR.

Article 5. Additional Work

If CTCOG is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, CTCOG shall promptly notify MPR in writing. In the event that MPR finds that such work does constitute additional work, MPR shall so advise the consultant and provide compensation for doing the work on the same basis as the original work or MPR shall advise CTCOG not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

Article 6. Changes in Work

When the approved project description requires a completed work product, MPR will review the work as specified in the approved project description. If MPR finds it necessary to request changes in previously satisfactorily completed work or parts thereof, CTCOG will make such revisions as requested and directed by MPR. Such work will be considered as additional work and subject to the requirements established in Article 5.

If MPR finds it necessary to require CTCOG to revise completed work to correct errors appearing therein, the consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Indemnification

The CTCOG shall save harmless MPR from all claims and liability due to the acts or omissions of CTCOG, its agents or employees. The CTCOG also agrees to save harmless MPR from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by MPR in litigation or otherwise resisting such claims or liabilities as a result of any activities of CTCOG, its agents or employees.

Further, CTCOG agrees to protect, indemnify, and save harmless MPR from and against all claims, demands and causes of action of every kind and character brought by any employee of CTCOG against MPR due to personal injuries and/or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of CTCOG.

Article 8. Inspection of Work

MPR and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 9. Disputes

CTCOG shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of contract work.

Article 10. Non-collusion

CTCOG warrants that it has not employed or retained any company or person, other than a bona fide employee, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. If CTCOG breaches or violates this warranty, MPR shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

Article 11. Reporting

CTCOG shall submit performance reports that provide as a minimum (1) a comparison of actual accomplishments to the goals established for the period, (2) reasons why established goals were not met, if appropriate, and (3) other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

CTCOG shall submit a final report immediately upon completion of the contract.

CTCOG shall promptly advise MPR in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 12. Records

CTCOG agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of MPR for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 13. Subcontracts

Subcontracts may be made for the development of mapping products or for public involvement publicity.

Article 14. Termination

MPR may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that CTCOG has failed to comply with the conditions of the contract. MPR shall give written notice to CTCOG at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by CTCOG or its subcontractor shall, at the option of MPR, be delivered to MPR with no restriction on future use.

MPR shall compensate CTCOG for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to MPR. CTCOG shall not incur new obligations for the terminated portion after the effective date of termination.

Except with respect to defaults of subcontractors, CTCOG shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by CTCOG to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of CTCOG. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of CTCOG.

Amendment 1:

Either party may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that either party has failed to comply with the conditions of the contract.

The terminating party shall give notice at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

Article 15. Remedies

Violation or breach of contract terms by CTCOG shall be grounds for termination of the contract, and any increased cost arising from CTCOG's default, breach of contract, or violation of terms shall be paid by CTCOG.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Amendment 1:

Violation or breach of contract terms by either party shall be grounds for termination of the contract, and any increased cost arising from the terminating parties default, breach of contract, or violation of terms shall be paid by the terminating party.

Article 16. Compliance With Laws

CTCOG shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, CTCOG shall furnish MPR with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

MPR and CTCOG each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither MPR nor CTCOG shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. Ownership of Documents

Upon completion or termination of this contract, all documents prepared by CTCOG or furnished to CTCOG by MPR shall be delivered to and become the property of MPR. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to MPR without restriction or limitation of further use.

Article 19. Signatory Warranty

The undersigned signatory for CTCOG hereby represents and warrants that he is an officer of the organization for which he has executed this contract and that he has full and complete authority to enter into this contract on behalf of his firm.

Article 20. Consultant Resources

CTCOG warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract or will be able to obtain such personnel from sources other than MPR.

Unless otherwise specified, CTCOG shall furnish all equipment, materials, and supplies required to perform the work authorized herein.

All employees of CTCOG shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CTCOG who, in the opinion of MPR, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Article 21. Equal Employment Opportunity

CTCOG agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR60).

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED
DUPLICATE COUNTERPARTS TO EFFECTUATE THIS AGREEMENT.**

CTCOG

Jim Reed, AICP Executive Director
Central Texas Council of Governments
P. O. Box 729
Belton, TX 76513

ATTEST:

Uryan Nelson
Director
Central Texas Council of Governments

APPROVED AS TO FORM

MPR

Dennis Baldwin, City Manager
City of Morgan's Point Resort
8 MPR Blvd.
Belton, TX 76513

ATTEST:

Camille Bowser
City Secretary
City of Morgan's Point Resort

SCOPE OF WORK
(Attachment A)

City of Morgan's Point Resort Contract City Planner Project

1. CTCOG will provide planning support staff to the City of MPR for up to 20 hours monthly.
 - a. Staff member(s) will be housed at the CTCOG offices
 - b. Responsibilities will include review and revision of current city ordinances as well as development of new ordinances deemed a priority by MPR
2. Assigned staff member(s) will attend all P&Z Meetings unless prior notification is given to the City Manager and CTCOG Planning Director.
3. Assigned staff member(s) will work under the direction of the City Manager and CTCOG Planning Director.
4. Assigned staff member(s) will be authorized by adopted resolution to access computer and IT systems in place by MPR to effectively perform duties.
5. The cost of having CTCOG provide staff planning support will not exceed \$45,000/ annually and will be billed monthly.

CITY COUNCIL MEMORANDUM

AGENDA ITEM **RS-24-043** **AUTHORIZE THE CITY MANAGER TO ENTER INTO A LETTER OF AGREEMENT WITH THE MORGAN'S POINT RESORT VOLUNTEER FIREFIGHTERS ASSOCIATION FOR THE PURCHASE OF A 2018 FORD F-550 CHASSIS, WITH A PIERCE MINI-PUMPER BODY AND MAKE THE FIRST INSTALLMENT OF \$75,000 FOR SAID PURCHASE**

ORIGINATING DEPARTMENT **City Manager's Office**

BACKGROUND INFORMATION

The Morgan's Point Resort Volunteer Firefighters Association (MPRVFA) has identified a 2018 Ford F-550 chassis, equipped with a Pierce mini-pumper body (Mini-pumper), as a critical addition to the City's fleet to enhance its emergency response capabilities. The MPRVFA and staff agree that that the Mini-pumper acquisition will bolster the City's fire-fighting capabilities and improve the safety of residents. As reflected in the attached Letter of Agreement, the Morgan's Point Resort Volunteer Firefighters Association is willing to secure a loan from an institution of their choosing for the purchase of the mini-pumper not to exceed \$225,000 (two hundred twenty-five thousand dollars).

Upon approval by the City Council and executing the aforementioned agreement, the City of Morgan's Point Resort agrees to pay a minimum of \$150,000 in two equal installments of \$75,000 to MPRVFA or directly to the institution holding the lien for the mini-pumper. The first installment of \$75,000 has been included in the current fiscal year, and the second installment will be programed into the fiscal year 2025-2026 proposed budget.

The Morgan's Point Resort Volunteer Firefighters Association will maintain the ownership of the mini-pumper until such time as the total of \$150,000 is received from the City of Morgan's Point Resort, at which time any remaining balance on the loan (to include any fees and interest) will be paid by the Morgan's Point Resort Volunteer Firefighters Association and the ownership transferred to the City of Morgan's Point Resort.

FISCAL IMPACT

The first installment of \$75,000 has been included in the current fiscal year, and the second installment will be programed into the fiscal year 2025-2026 proposed budget.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Letter of Agreement with the Morgan's Point Resort Volunteer Firefighters Association for the purchase of a 2018 Ford F-550 chassis VIN: 1FD0W5HT2HEF27588, with a Pierce mini-pumper body and approve the initial installment of \$75,000 for said purchase.

Camille Bowser, City Secretary
City of Morgan's Point Resort

Dennis Green, Mayor
City of Morgan's Point Resort



MORGAN'S POINT RESORT
VOLUNTEER FIREFIGHTERS ASSOCIATION

Item 5.

6 LAKE FOREST DRIVE, MORGAN'S POINT RESORT, TEXAS 76513

December 10, 2024

City of Morgan's Point Resort
8 Morgan's Point Boulevard
Morgan's Point Resort, Texas, 76513

Reference: Letter of Agreement

This letter is to serve as a formal agreement concerning the purchase of a mini-pumper for the Morgan's Point Resort Fire Rescue Department. The purpose of this letter of agreement (LOA) is to summarize the terms of the agreement that were decided upon by both the City of Morgan's Point Resort (MPR) and the Morgan's Point Resort Volunteer Firefighters Association (MPRVFA) hereinafter referred to as parties to the agreement.

The parties to the agreement mutually agree upon the following:

TOPIC OF AGREEMENT

The purchase of a 2018 Ford F-550 chassis with a Pierce mini-pumper body VIN: 1FD0W5HT2HEF27588 (hereafter referred to as mini-pumper) for the Morgan's Point Resort Fire Rescue Department

- The Morgan's Point Resort Volunteer Firefighters Association will secure a loan from an institution of their choosing for the purchase of the mini-pumper not to exceed \$225,000 (two hundred twenty-five thousand dollars).

- The City of Morgan's Point Resort agrees to pay a minimum of \$150,000 (one hundred fifty thousand dollars) either to the MPRVFA or directly to the institution holding the lien for the mini-pumper. The amount will be budgeted in two equal installments of \$75,000 (seventy-five thousand dollars) from the 2024-2025 city budget and the 2025-2026 city budget.

- The Morgan's Point Resort Volunteer Firefighters Association will maintain the ownership of the mini-pumper until such time as the total of \$150,000 (one hundred fifty thousand dollars) is received from the City of Morgan's Point Resort, at which time any remaining balance on the loan (to include any fees and interest) will be paid by the Morgan's Point Resort Volunteer Firefighters Association and the ownership transferred to the City of Morgan's Point Resort.



MORGAN'S POINT RESORT
VOLUNTEER FIREFIGHTERS ASSOCIATION

Item 5.

6 LAKE FOREST DRIVE, MORGAN'S POINT RESORT, TEXAS 76513

- The City of Morgan's Point Resort will be responsible for maintaining all applicable insurance, maintenance and fuel requirements for the mini-pumper as well as outfitting and equipping it for operations.

- The City of Morgan's Point Resort can at any time choose to pay the full amount remaining for the mini-pumper as listed in this agreement. Any additional funds that the City of Morgan's Point Resort chooses to apply to the loan obtained by the Morgan's Point Resort Volunteer Firefighters Association will be used directly for the reduction of the loan amount, payment of any fees, or interest.

TERM AND TERMINATION

This agreement will become effective upon agreement by both parties as indicated by signature and will remain in effect until the transfer of the mini-pumper from the Morgan's Point Resort Volunteer Firefighters Association to the City of Morgan's Point Resort.

FORCE MAJEURE

Neither party shall be considered in default or in breach of this agreement, when such failure or delay to perform should be triggered by any act or force of nature beyond either party's control. Such acts or force of nature would include, but are not limited to, acts of God (tornado, hurricane, etc.), fire, flood, hostilities, war, or government restrictions. Should such performance become interrupted by any such act as mentioned above, every reasonable effort shall be made to resume full performance as promptly as possible.

Default on this agreement by the City of Morgan's Point Resort for reasons other than those listed above that withhold or preclude the agreed upon budgeted amounts will result in forfeiture of all monies paid to that point and the Morgan's Point Resort Volunteer Firefighters Association retaining full control of the mini-pumper with sole discretionary rights to its disposition and that of the loan. Any disputes that cannot be resolved by the parties of this LOA may be brought before the District Court of Bell County, Texas, for resolution.

Both parties to the agreement acknowledge that the terms set forth in this letter accurately reflect the terms being agreed to and that such terms will remain in effect until the completion of the agreement. Any request to alter the terms must be submitted in writing.

Gus McMillen
President
MPR Volunteer Firefighters Association

Dennis M. Baldwin
City Manager
City of Morgan's Point Resort

RESOLUTION NO. 24-044

A RESOLUTION OF THE CITY OF MORGAN'S POINT RESORT, REAPPOINTING DIRECTORS TO THE ECONOMIC DEVELOPMENT CORPORATION BOARD

WHEREAS, the City of Morgan's Point Resort has established an Economic Development Corporation (EDC) pursuant to the Texas Development Corporation Act to promote and develop business and commerce within the community; and

WHEREAS, the Board of Directors of the Morgan's Point Resort Economic Development Corporation consists of members appointed by the City Council; and

WHEREAS, the two-year terms of Linda Bridges, Jason Johnson, and Terry Harrah as Directors of the Morgan's Point Resort Economic Development Corporation will expire on December 31, 2024; and

WHEREAS, Linda Bridges, Jason Johnson, and Terry Harrah have demonstrated dedicated service and commitment to the success and goals of the EDC and are willing to continue their service;

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of Morgan's Point Resort:

1. Reappointment of Directors:

Linda Bridges, Jason Johnson, and Terry Harrah are hereby reappointed as members of the Board of Directors of the Morgan's Point Resort Economic Development Corporation for a term of two (2) years, commencing on January 1, 2025, and ending on December 31, 2026.

2. Effective Date:

This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 10 day of December, 2024, by (ayes) to (nays) with abstentions by a vote of the City Council of the City of Morgan's Point Resort, Texas.

Dennis Green, Mayor

Camille Bowser, City Secretary

Morgan's Point Resort
Economic Development Corporation
8 Morgan's Point Blvd. Morgan's Point Resort, Texas 76513

Item 6.

Linda Bridges, President Jason Johnson, Vice President Terry Harrah, Secretary Dennis Green, Ex officio	Scott Fournier, Director Greg Weisman, Director Ted VanLier, Director Ted Teegarden, Director
(All Morgan's Point Resort Volunteers)	

Nov 21, 2024

To: Mayor Green and MPR City Council
From: Linda Bridges, MPR EDC President
RE: EDC Director Re-appointments for 2024-26

The two year terms of Linda Bridges, Jason Johnson and Terry Harrah expire on December 31st. Linda, Jason and Terry have all offered to continue to serve if reappointed.

I am requesting the City Council reappoint these EDC board member for another two year term.

Thank you,

Linda J Bridges

Linda Bridges
MPR EDC President

RESOLUTION NO. RS-24-045**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TEXAS, APPROVING THE CONSOLIDATION OF THREE LOTS INTO TWO LOTS LOCATED AT 16 HAWTHORN COURT.**

WHEREAS, Taylor Montgomery/Jason R. Cooke and Julie Cooke have submitted a request to the City of Morgan's Point Resort for approval to consolidate three lots into two at the property located at 16 Hawthorn Court, more specifically described as lots 8,9,10; and

WHEREAS, the proposed consolidation has been reviewed by City staff and the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board considered and approved this submittal during their meeting on November 26, 2024, determining that it complies with the City's subdivision regulations and all other applicable ordinances; and

WHEREAS, the City Council of the City of Morgan's Point Resort finds that the requested consolidation is in the best interest of the community and will not adversely affect public infrastructure, safety, or welfare;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF [CITY NAME], TEXAS:

1. **Approval:** The City Council hereby approves the consolidation of three lots into two lots at 16 Hawthorn Court, as proposed by Taylor Montgomery/Jason R. Cooke and Julie Cooke
2. **Authorization:** The Mayor, City Manager, or their designee is authorized to execute any necessary documents to effectuate this lot consolidation, including but not limited to amendments to the official plat or property records.
3. **Effective Date:** This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 10 day of December, 2024.

CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT

Dennis Green, Mayor

Camille Bowser, City Secretary



PLANNING & ZONING COMMISSION

Morgans Point Resort Item Summary Sheet

Agenda Item: Resubmittal of Application to Consolidate 3 Lots into 2 at 16 Hawthorn Court.

Discuss and take appropriate action on Resubmittal of Application to consolidate 3 lots into 2 at 16 Hawthorn Court.

Case #: Z-24-04

Description: Consolidating 3 lots into 2 integrated lot at 16 Hawthorne Court.

Introduction: Property owner Taylor Montgomery/Jason R. Cooke and Julie Cooke are requesting to combine 3 lots (8,9,10) into 2 lots located at 16 Hawthorne Court, Morgans Point Resort, TX, 76513.

Current: 3 lots (8,9,10)

Proposed: 2 lots

Analysis: The zoning classification for the property is Single Family Residential and the Existing Land Use is Residential.

Impact Assessment: No potential impact on surrounding properties.

Public Notifications and Input: Property owner Taylor Montgomery/Jason R. Cooke and Julie Cooke were present to answer any P&Z queries regarding the request. They informed the Committee that no easements run through the lots and a green easement is located behind the lots. Jason R. Cooke and Julie Cooke own lot 9,10 and will be selling half of lot 9 to Taylor Montgomery. The property owners are working with property surveyor to guide them through the correct City of MPR application procedures and rules/regulations.

Compliance with Zoning Requirements: According to the current Morgans Point Resort Zoning Ordinance (Appendix B): Section 10, B. Size of Building Site, Chapter 10 Subdivision Regulation. Article 10.02 Subdivision Ordinance. Division 1 Generally. Sec 10.02.005 Applicability (4), Division 3 Platting Procedure Sec 10.02.062 Exemptions (a)(5), and Sec 10.02.068 Amended Plats (a)(9), the replat conforms to the zoning requirements.

Recommendation(s): By a vote of 3 to 0, the P&Z Commission submitted and approved the request to consolidate the three lots into two.

Voting Yes: Ken Hobbs, Thomas Westmoreland, Leslie Minor

Voting No: 0

Absent: Justin Strawn, Louis Guillaud

References:

1. APPENDIX B. - ZONING ORDINANCE; Section 10. - Single-family Residential.

10.1 General Purpose and Description. The single-family residential district is intended to provide for development of single-family detached dwelling units. Other uses, such as religious and educational facilities, and open spaces, will also be allowed to maintain a balanced, orderly, convenient and attractive residential area. B.Size of Building Site:

1.Lots must be platted with sufficient size to accommodate the minimum housing square footage with an approved on-site building plan.

2.In all subdivision plats filed after January 1, 1988 where on-site septic system sewerage disposal is utilized, the minimum lot size must be at least one-half acre.

2. CHAPTER 10 - SUBDIVISION REGULATION; ARTICLE 10.02. - SUBDIVISION

ORDINANCE; DIVISION 1. – GENERALLY; Sec. 10.02.005. - Applicability. The provisions of this Article, including design standards and improvement requirements, shall, except as specifically provided otherwise in this Article, apply to all subdivisions of land within the jurisdiction of the City, including, but not limited to, the following forms of land subdivision and development activity: (4) The combining of two or more contiguous tracts, lots, sites or parcels for the purpose of creating one or more legal lots in order to achieve a more developable site, except as otherwise provided herein;

3. DIVISION 3. - PLATTING PROCEDURE; Sec. 10.02.061. - Plat requirement.

The owner of any tract of land divided into two or more parts to lay out a subdivision of the tract, including an addition, lots, streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. (Ord. No. 14-28, § V-1, 3-15-11)

Sec. 10.02.062. - Exemptions.

(a) The provisions of this Article shall not apply to: (5)The combination of two platted lots for the creation of a more developable site and where the Planning and Zoning Commission finds that:

(a).The proposed use is the same as that for which the subdivision was platted by the subdivider;

(b) No increase is anticipated in the estimated traffic generation or utility demands; and (c)Off-site stormwater runoff is neither increased nor concentrated.

4. Sec. 10.02.068. - Amended plats.

(a) Purpose. An amended plat that meets all of the informational requirements set forth in this Article may be approved and recorded by the City without vacation of the preceding plat, without a public hearing, and without approval of other lot owners within the platted subdivision provided that any persons with a vested interest affected by the plat amendment signs the plat and application; and that the purpose of the amended plat is:

(9) To relocate or remove one or more lot lines between one or more adjacent lots where the owner or owners of all such lots join in the application for the amended plat, provided that such amendment does not attempt to remove recorded covenants or restrictions, or increase the number of lots.

MINOR / GENERAL AMENDING PLAT APPLICATION



Requirements – Application must be fully completed or will not be accepted

This application must be completed and returned to the Permit Department of the City of Morgan's Point Resort, Texas along with the following:

1. General Plan – Payment of \$350.00
2. Legal Survey
3. Signed & Original field Notes and Dedication

Property Information:

Plat Name: MORGAN'S POINT RESORT CITY SECTION 16 REPLAT No. 1 Date Submitted: 10/16/24
 Existing Lot Count: 3 Proposed Lot Count: 2 Acreage: 0.518 acres
 Site Address or General Location: 16 Hawthorne Court Belton TX 76513
 Reason for Amendment/
 Description of Subdivision: COMBINING/DIVIDING 3 LOTS INTO 2 LOTS
 Zoning Classification: _____ Existing Land Use: Residential
 Location in Overlay District? Yes ☐ No ☐

Owner Information /Authorization:

Property Owner: Taylor Montgomery / Jason R. Cooke and Julie Cooke
 Address: 16 Hawthorn Court / 13 Hawthorn Court
 Phone: 936-662-0077 E-mail: starrsurveying@yahoo.com
 Developer: Hank Maddux
 Address: 3779 W. FM 436 Belton 76513
 Phone: 936 662 0077 E-mail: starrsurveying@yahoo.com
 Engineer/Surveyor: Same
 Address: _____
 Phone: _____ E-mail: _____

I HEREBY UNDERSTAND AND ACKNOWLEDGE:

The Minor Plat involves **Four or Fewer Lots** fronting onto an existing street where the creation of a new street or the extension of municipal facilities are not required **OR**

The Amended Plat does not increase the number of lots and does not require a new street or extension of municipal facilities.

Taylor Hank Maddux H Maddux III
 Printed Name of Owner Owner Signature

Sworn to and subscribed before me on this _____ day of _____, 20____

My Commission Expires: _____

Notary Public Signature

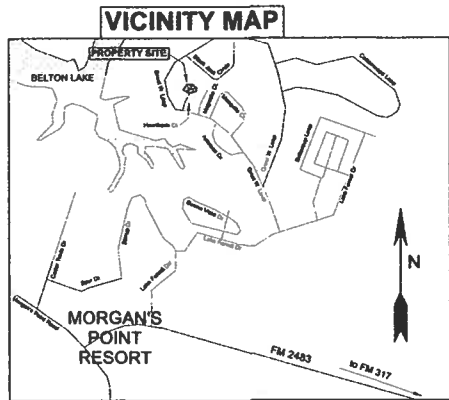
Staff Only – Do Not Fill Out Below

Date Submitted: 10/17/24 Receipt #: _____

Received By: K Jackson Case #: _____

City Manager Reviewed: _____

☐ Minor Plan
☒ General Plan



**MORGAN'S POINT RESORT CITY
SECTION 16
REPLAT NO. 1**

BEING A RE-PLAT OF LOTS 8, 9, 10, BLOCK 17,
ACCORDING TO THE PLAT RECORDED IN
CABINET A, SLIDES 249A, 250B, AND 250C, PLAT RECORDS

HENRY KATTENHORN SURVEY ABSTRACT NO. 505
BELL COUNTY, TEXAS

**LEGAL DESCRIPTION FOR MORGAN'S POINT
RESORT CITY, REPLAT NO. 1**

BEING 0.518 acres of land situated in Block 17 of Section 16 of Morgan's Point Resort City according to the plat recorded in Cabinet A, Slide 249-C, Plat Records, and being all of Lots 8, 9, and 10 of said block, said 0.518 acres begin more particularly described by metes and bounds by the following:

BEGINNING at a 1/4 inch rod found for the west corner of said Lot 10 and the north corner of Lot 11, said point being the point of curvature of a curve to the right, said curve having a radius of 150 feet;

Thence northeasterly along said curve an arc distance of 116.25 feet to a 1/4 inch iron rod found for the north corner of said Lot 10 and the northwest corner of said Lot 9, said arc having a chord which bears S 78° 26' 18" E 114.85 feet;

Thence continuing along said curve and the north boundary line of said Lot 9 an arc distance of 117.86 feet to a 1/4 inch iron rod set for the northeast corner of said Lot 9, said arc having a chord which bears S 38° 04' 27" E 102.78 feet, said point being the northwest corner of said Lot 8;

Thence southeasterly along said curve and along the northeast boundary of said Lot 8 an arc distance of 104.90 feet to a 1/4 inch iron rod found for the east corner of said Lot 8 and the north corner of Lot 7 of said Block 17, said arc having a chord which bears S 38° 04' 27" E 102.78 feet;

Thence along the common line between said Lot 8 and said Lot 7 S 74° 01' 29" W a distance of 100.32 feet to a 1/4 inch iron rod found for the south corner of said Lot 8 and the northwest corner of said Lot 7, and being on the northeast line of a cut-de-sac terminating a local thoroughfare known as Hawthorn Court, said cut-de-sac having a radius of 50 feet;

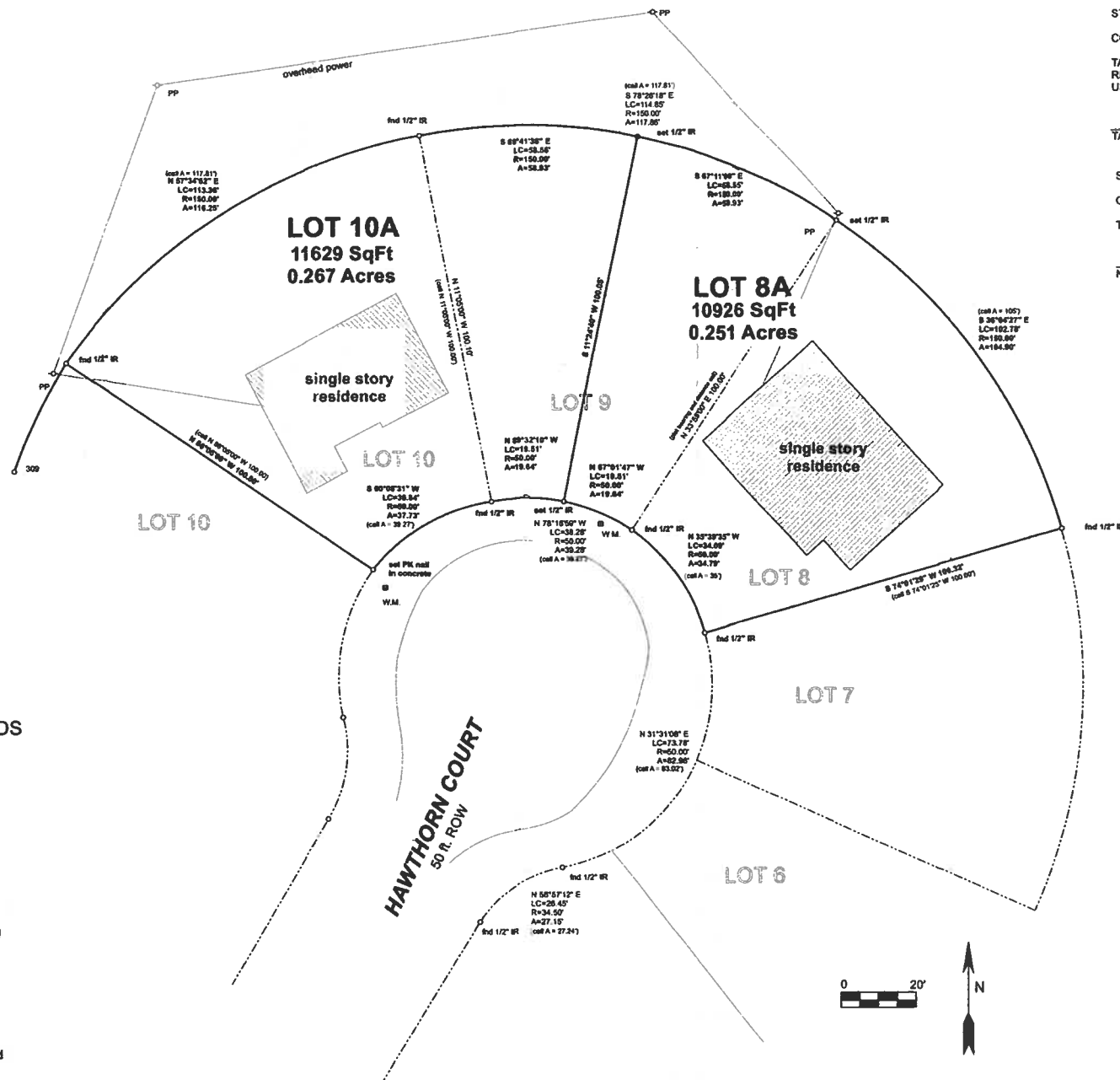
Thence northerly along the curve of said cut-de-sac an arc distance of 34.78 feet to a 1/4 inch iron rod found for the southwest corner of said Lot 8 and the southeast corner of said Lot 9, said arc having a chord which bears N 35° 39' 35" W 34.09 feet;

THENCE westerly along the curve of said cut-de-sac an arc distance of 39.28 feet to a 1/4 inch iron rod found for the south corner of said Lot 9 and the east corner of said Lot 10, said arc having a chord which bears N 78° 10' 59" W 38.28 feet;

THENCE southwesterly along the curve of said cut-de-sac an arc distance of 37.73 feet to a PK nail set in concrete for the south corner of said Lot 10 and the east corner of said Lot 11, said arc having a chord which bears S 80° 08' 31" W 38.84 feet;

Thence N 58° 05' 00" W, a distance of 100.00 feet to the POINT OF BEGINNING and containing 0.518 acres of land.

According to FEMA FIRM PANEL No. 48027C0175E, Effective Date of September 26, 2008, this property lies in Zone "X", an area outside of the 0.2% chance flood plain (500 year flood plain).



EXISTING CONDITIONS PLAT

ALL LOTS PROPOSED FOR COMMERCIAL USE MUST SHOW 2X'S THE PROPOSED DRAINFIELD AREA AS PER BELL COUNTY'S PUBLIC HEALTH DISTRICT'S LOCAL ORDER. THE SECONDARY DRAINAGE AREA MUST MEET THE PROVISIONS OF TAX 30 CHAPTER 285

AFFIDAVIT

THE TAX APPRAISAL DISTRICT OF BELL COUNTY DOES HEREBY CERTIFY THAT THERE ARE CURRENTLY NO DELINQUENT TAXES DUE TO THE TAX APPRAISAL DISTRICT OF BELL COUNTY ON THE PROPERTY DESCRIBED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2024.

BY: _____

BELL COUNTY TAX APPRAISAL DISTRICT

THE BELL COUNTY HEALTH DISTRICT, THE PERMITTING AUTHORITY FOR ON-SITE SEWAGE FACILITIES (OSSFS) IN BELL COUNTY, TEXAS, HEREBY CERTIFIES THAT THIS SUBDIVISION MEETS OR EXCEEDS THE MINIMUM STANDARDS ESTABLISHED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND BELL COUNTY'S LOCAL ORDER.

SIGNATURE: _____

BELL COUNTY PUBLIC HEALTH DISTRICT

RECORDATION INFORMATION:

FILED THIS THE _____ DAY OF _____, 2024.

INSTRUMENT NO. _____, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BELL COUNTY, TEXAS.

THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS FOR MORGAN'S POINT RESORT CITY, SECTION 16, BELL COUNTY, TEXAS.

STATE OF TEXAS §

COUNTY OF BELL §

TAYLOR LEIGH MONTGOMERY, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS MORGAN'S POINT RESORT CITY SECTION 16, REPLAT NO. 1, A SUBDIVISION IN THE CITY OF MORGAN'S POINT RESORT, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES AS SHOWN HEREON.

TAYLOR LEIGH MONTGOMERY

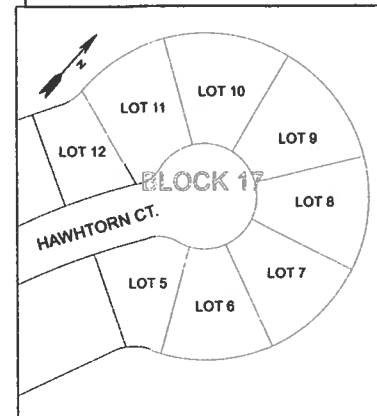
STATE OF TEXAS §

COUNTY OF BELL §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE _____ DAY OF _____, 2024, BY TAYLOR LEIGH MONTGOMERY.

NOTARY PUBLIC, STATE OF TEXAS

ORIGINAL CONFIGURATION



NOTES:

1. The purpose of this re-plat is to consolidate three lots into two lot.
2. Property Address: Hawthorne Court, Belton, Texas 76513.
3. This subdivision is subject to all general notes and restrictions appearing on the plat of Morgan's Point Resort City recorded in Cabinet A, Slides 249-A,B, and C.
4. According to FEMA FIRM Panel No. 48027C0175E, Effective Date of September 26, 2008, this property lies in Zone "X", an area outside of the 0.2% chance (500 year) flood plain.
5. Deeds of Record: Lot 8: Patricia L. Cross Ammann and Carl Bryan Ammann to Taylor Leigh Montgomery, Instrument No. 2015005409, Official Public Records, 2/11/2015; Lot 9: Charles Beville and Nelda Beville to Jason Cooke and Julie Cooke, Instrument No. 2011024281, Official Public Records, 7/13/2011; Lot 10: Sharon K. Bridges Zeinert to Jason R. Cooke, Volume 4742, Page 149, Official Public Records, 7/24/2002.

_____, CITY MANAGER FOR THE CITY OF MORGAN'S POINT RESORT, TEXAS DO HEREBY CERTIFY THAT THIS SURVEY MEETS THE REQUIREMENTS OF THE CITY OF MORGAN'S POINT RESORT, TEXAS.

CITY MANAGER

DATE

STATE OF TEXAS §

COUNTY OF BELL §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE _____ DAY OF _____, 2024, BY THE CITY OF MORGAN'S POINT RESORT CITY

MANAGER.

NOTARY PUBLIC, STATE OF TEXAS

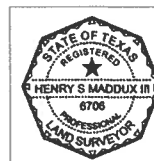
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DOES HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE IN THE LOCATION SHOWN HEREON.

Henry S. Maddux III

10/15/2024

HENRY S. MADDOX III
RPLS NO. 6706

DATE



STARR SURVEYING

TEXAS LICENSED SURV. FIRM NO. 10193754

3779 W. FM 436
BELTON, TEXAS 76513
936-682-0077

JOB NO.: 24086 CUSTOMER: TAYLOR MONTGOMERY
DRWN: HSM DATE: 10/15/2024

**DEDICATION INSTRUMENT FOR
MORGAN'S POINT RESORT CITY SECTION 16 REPLAT NO. 1
A REPLAT OF LOTS 8, 9, AND 10, BLOCK 17 MORGAN'S POINT RESORT CITY SECTION 16
BELL COUNTY, TEXAS**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BELL §

That we, Taylor Leigh Montgomery, Jason R. Cooke, and Julie Cooke, hereinafter being referred to as Grantors, whether one or more, being the sole owner of that certain 0.518 acre tract of land described in Field Notes prepared by Henry S. Maddux III, Registered Professional Land Surveyor No. 6706, dated October 16, 2024, which Field Notes are attached hereto as Exhibit A, and made a part hereof as fully as if written verbatim, does hereby name and designate said tract MORGAN'S POINT RESORT CITY SECTION 16 REPLAT NO. 1, a subdivision within the corporate limits of Morgan's Point Resort City, in Bell County, Texas, and does hereby adopt the attached map and plat thereof and does hereby agree that all future sales and conveyances of said property shall be by reference to said plat and dedication.

Grantors does hereby grant to Morgan's Point Resort City, its assignees and franchisees furnishing public utilities in said subdivision, hereinafter collectively referred to as Grantee, the easements as shown on said plat for drainage purposes and for the installation, operation, maintenance, repair, use and replacement of all public utility lines, including electric power, water, sewer, gas and telephone, and reference is hereby made to such plat for the location of such easements.

Grantors does hereby give, grant, and convey to Morgan's Point Resort City, Texas, and to the general public, for public use and for public purposes the streets, avenues, and roadways as shown on said plat.

Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, included but not limited to, the free right of ingress or egress over and across the roads, streets, easements, and rights of way to construct, reconstruct, remove, and maintain same.

To have and to hold said right-of-way and easements unto said Grantee, and the undersigned hereby binds itself, its heirs, administrators, executors, successors and assigns, to warrant and forever defend all and singular said premises unto the said Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

By: _____

Taylor Leigh Montgomery

By: _____

Jason R. Cooke

By: _____

Julie Cooke

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on this the _____ of _____, 2024 by Taylor Leigh Montgomery.

Notary Public, State of Texas

This instrument was acknowledged before me on this the _____ of _____,
2024 by Jason R. Cooke.

Notary Public, State of Texas

This instrument was acknowledged before me on this the _____ of _____,
2024 by Julie Cooke.

Notary Public, State of Texas

After recording return to: 3779 W FM 436, Belton TX 76513

Exhibit A**MORGAN'S POINT RESORT CITY SECTION 16 REPLAT NO. 1
0.518 NET ACRES**

BEING 0.518 acres of land situated in Block 17 of Section 16 of Morgan's Point Resort City according to the plat recorded in Cabinet A, Slide 249-C, Plat Records, and being all of Lots 8, 9, and 10 of said block, said 0.518 acres begin more particularly described by metes and bounds by the following:

BEGINNING at a ½ inch rod found for the west corner of said Lot 10 and the north corner of Lot 11, said point being the point of curvature of a curve to the right, said curve having a radius of 150 feet;

Thence northeasterly along said curve an arc distance of 116.25 feet to a ½ inch iron rod found for the north corner of said Lot 10 and the northwest corner of said Lot 9, said arc having a chord which bears S 78° 26' 18" E 114.85 feet;

Thence continuing along said curve and the north boundary line of said Lot 9 an arc distance of 117.86 feet to a ½ inch iron rod set for the northeast corner of said Lot 9, said arc having a chord which bears S 36° 04' 27" E 102.78 feet, said point being the northwest corner of said Lot 8;

Thence southeasterly along said curve and along the northeast boundary of said Lot 8 an arc distance of 104.90 feet to a ½ inch iron rod found for the east corner of said Lot 8 and the north corner of Lot 7 of said Block 17, said arc having a chord which bears S 36° 04' 27" E 102.78 feet;

Thence along the common line between said Lot 8 and said Lot 7 S 74° 01' 29" W a distance of 100.32 feet to a ½ inch iron rod found for the south corner of said Lot 8 and the northwest corner of said Lot 7, and being on the northeast line of a cul-de-sac terminating a local thoroughfare known as Hawthorn Court, said cul-de-sac having a radius of 50 feet;

Thence northerly along the curve of said cul-de-sac an arc distance of 34.79 feet to a ½ inch iron rod found for the southwest corner of said Lot 8 and the southeast corner of said Lot 9, said arc having a chord which bears N 35° 39' 35" W 34.09 feet;

THENCE westerly along the curve of said cul-de-sac an arc distance of 39.28 feet to a ½ inch iron rod found for the south corner of said Lot 9 and the east corner of said Lot 10, said arc having a chord which bears N 78° 16' 59" W 38.28 feet;

THENCE southwesterly along the curve of said cul-de-sac an arc distance of 37.73 feet to a PK nail set in concrete for the south corner of said Lot 10 and the east corner of said Lot 11, said arc having a chord which bears S 60° 08' 31" W 36.84 feet;

Thence N 56° 05' 00" W, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing 0.518 acres of land.



10/16/2024

Starr Technical Services DBA Starr Surveying
Texas Licensed Surveying Firm No. 10193754
3779 W. FM 436, Belton, Texas 76513
936-662-0077



BEING 0.518 acres of land situated in Block 17 of Section 16 of Morgan's Point Resort City according to the plat recorded in Cabinet A, Slide 249-C, Plat Records, and being all of Lots 8, 9, and 10 of said block, said 0.518 acres begin more particularly described by metes and bounds by the following:

BEGINNING at a ½ inch rod found for the west corner of said Lot 10 and the north corner of Lot 11, said point being the point of curvature of a curve to the right, said curve having a radius of 150 feet;

Thence northeasterly along said curve an arc distance of 116.25 feet to a ½ inch iron rod found for the north corner of said Lot 10 and the northwest corner of said Lot 9, said arc having a chord which bears S 78° 26' 18" E 114.85 feet;

Thence continuing along said curve and the north boundary line of said Lot 9 an arc distance of 117.86 feet to a ½ inch iron rod set for the northeast corner of said Lot 9, said arc having a chord which bears S 36° 04' 27" E 102.78 feet, said point being the northwest corner of said Lot 8;

Thence southeasterly along said curve and along the northeast boundary of said Lot 8 an arc distance of 104.90 feet to a ½ inch iron rod found for the east corner of said Lot 8 and the north corner of Lot 7 of said Block 17, said arc having a chord which bears S 36° 04' 27" E 102.78 feet;

Thence along the common line between said Lot 8 and said Lot 7 S 74° 01' 29" W a distance of 100.32 feet to a ½ inch iron rod found for the south corner of said Lot 8 and the northwest corner of said Lot 7, and being on the northeast line of a cul-de-sac terminating a local thoroughfare known as Hawthorn Court, said cul-de-sac having a radius of 50 feet;

Thence northerly along the curve of said cul-de-sac an arc distance of 34.79 feet to a ½ inch iron rod found for the southwest corner of said Lot 8 and the southeast corner of said Lot 9, said arc having a chord which bears N 35° 39' 35" W 34.09 feet;

THENCE westerly along the curve of said cul-de-sac an arc distance of 39.28 feet to a ½ inch iron rod found for the south corner of said Lot 9 and the east corner of said Lot 10, said arc having a chord which bears N 78° 16' 59" W 38.28 feet;

THENCE southwesterly along the curve of said cul-de-sac an arc distance of 37.73 feet to a PK nail set in concrete for the south corner of said Lot 10 and the east corner of said Lot 11, said arc having a chord which bears S 60° 08' 31" W 36.84 feet;

Thence N 56° 05' 00" W, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing 0.518 acres of land.



PLANNING & ZONING COMMISSION

Morgans Point Resort Item Summary Sheet

Agenda Item: Election of new Chair and Vice Chair.

Discuss and Consider - Election of new Chair and Vice Chair.

Agenda Item Summary:

P&Z Commission nominated Ken Hobbs as the Chair and Thomas Westmoreland was nominated as Vice Chair for the P&Z Committee on 11/26/2024, pending final approval from City Council on 12/10/2024.

Agenda Item Action:

The MPR City Council to review and approve nominations from P&Z Committee for Chair and Vice Chair.

Public Notifications and Input: No input from public received at the P&Z Committee Meeting on 11/26/2024.

Recommendation(s): By a vote of 3 to 0, the P&Z Commission approved nominations for Chair and Vice Chair.

Voting Yes: Ken Hobbs, Thomas Westmoreland, Leslie Minor

Voting No: 0

Absent: Justin Strawn, Louis Guillaud

References:

1. Section 23. – Zoning Commission. 23.1 Created; Membership. There is hereby created a Zoning Commission in accordance with V.T.C.A., Local Government Code § 211.007, the Zoning Commission shall consist of five (5) members, each of whom shall be a resident of the City, who are at least eighteen years old and shall be selected for their unselfish interest in the City's affairs. Members shall be appointed by the City Council. Of the five (5) members, three (3) shall serve a period of one (1) year from the date of initial appointment and two (2) shall serve for a period of two (2) years from the date of initial appointment. Thereafter, all five (5) members shall serve for a period of two (2) years from the date of appointment. Vacancies shall be filled by appointments for unexpired terms only. For potential members to be considered for appointment, each must complete the City's application for employment as it exists at the time, and may attach a cover letter and resume, which shall be filed with the City Secretary for processing. Members may be removed from office at any time by a majority vote of the City Council for neglect of duty, malfeasance in office or for any action the City Council deems detrimental to the best interest of the City. All members shall serve without pay. Members shall be present for seventy-five percent (75%) of the scheduled meetings of their current, appointed term or shall be subject to removal from the Commission. In the event a Commission member fails to attend the required percentage of meetings, the Zoning Commission Chairman shall notify the

City Council of the failure to meet attendance requirements. The city-provided Secretary shall keep minutes of all meetings held by the Commission and full record of all recommendations to be made by the Zoning Commission to the City Council. A Chairman and Vice-chairman shall be elected by the Zoning Commission from its membership.

DRAFT

RESOLUTION NO. 24-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN’S POINT RESORT, TEXAS, APPOINTING KENN HOBBS AS CHAIR AND THOMAS WESTMORELAND AS VICE CHAIR OF THE PLANNING AND ZONING COMMITTEE WHILE CONTINUING TO SERVE THEIR CURRENT TERMS.

WHEREAS, the Planning and Zoning Committee of the City of Morgan’s Point Resort plays a vital role in advising the City Council on matters related to land use, zoning, and development; and

WHEREAS, the positions of Chair and Vice Chair of the Planning and Zoning Committee require leadership, dedication, and a commitment to serving the interests of the community; and

WHEREAS, Kenn Hobbs has demonstrated the qualifications and experience necessary to serve as Chair, and Thomas Westmoreland has demonstrated the qualifications and experience necessary to serve as Vice Chair of the Planning and Zoning Committee; and

WHEREAS, the City Council of the City of Morgan’s Point Resort desires to appoint Kenn Hobbs as Chair and Thomas Westmoreland as Vice Chair of the Planning and Zoning Committee while ensuring that they continue to serve their current terms;;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGAN’S POINT RESORT, TEXAS:

1. **Appointment of Chair:** Kenn Hobbs is hereby appointed as Chair of the Planning and Zoning Committee of the City of Morgan’s Point Resort.
2. **Appointment of Vice Chair:** Thomas Westmoreland is hereby appointed as Vice Chair of the Planning and Zoning Committee of the City of Morgan’s Point Resort.
3. **Term Continuity:** Both appointees shall continue to serve their current terms as members of the Planning and Zoning Committee.
4. **Authorization:** The City Manager or their designee is authorized to provide notification of these appointments to the members of the Planning and Zoning Committee.

PASSED AND APPROVED this 10 day of December, 2024.

CITY COUNCIL OF THE CITY OF MORGAN’S POINT RESORT

Dennis Green, Mayor

Camille Bowser, City Secretary

ORDINANCE NO. 24-014**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TX, REPEALING ORDINANCE NO. 17-1 IN ITS ENTIRETY**

WHEREAS, on February 14, 2012, the City Council of the City of City of Morgan's Point Resort adopted Ordinance No. 17-1, entitled "Establishing regulations on Maintenance Fee Funds and requiring the filing of liens on delinquent accounts"; and

WHEREAS, the City Council has determined that Ordinance No. 17-1 is no longer necessary or in the best interest of the City; and

WHEREAS, the City Council desires to repeal Ordinance No. 17-1 in its entirety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TX:**SECTION 1: REPEAL OF ORDINANCE NO. 17-1**

Ordinance No. 17-1, adopted on February 14, 2012, and entitled Establishing regulations on Maintenance Fee Funds and requiring the filing of liens on delinquent accounts, is hereby repealed in its entirety.

SECTION 2: SEVERABILITY

Should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part declared to be invalid.

SECTION 3: EFFECTIVE DATE

This ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED this 10 day of December, 2024, by (ayes) to (nays) with abstentions by a vote of the City Council of the City of Morgan's Point Resort, Texas.

Dennis Green, Mayor
City of Morgan's Point Resort

ATTEST:

Neale Potts, City Attorney

Camille Bowser, City Secretary
City of Morgan's Point Resort