



**CITY COUNCIL MEETING REGULAR SESSION
Tuesday, January 09, 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, Invocation, & Pledge of Allegiance

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.

a. Club and Organization Reports

3. 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.

[b.](#) Discuss and Consider - Approval of December 12, 2023, Regular Session Minutes

[c.](#) Discuss and Consider - Approval of December 22, 2023, Special Session Minutes

4. Committee Reports

[a.](#) Library Board Report

b. Planning and Zoning Committee Report

c. Parks and Recreation Committee Report

[d.](#) EDC Report

e. MPR COPS Report

[f.](#) Ladies Auxiliary Report

5. Department Reports

- a. Maintenance Report
- b. Fire Department Report
- c. Finance Department Report
- d. Marina Department Report
- e. Water Department Report
- f. Code Enforcement Report
- g. Police Department Report

6. Presentations

- a. Presentation - Eclipse
- b. Presentation - K-9 Program
- c. Presentation - PD Staffing

7. Regular Agenda

- a. Discuss and Consider - Resolution 2024.01 to Greg Weisman as Director to serve a two-year term
- b. Discuss and Consider - Road Study
- c. Discuss and Consider - Interim City Manager Services
- d. Discuss and Consider - City Manager Recruitment Process
- e. Discuss and Consider - Designation of councilmembers to serve as City Manager search Liaisons
- f. Discuss and Consider - Extending CTCOG ILA for Planning Services
- g. Discuss and Consider - Establishing Speed Limits in the City that differ from TxDOT established Prima Facie Limits
- h. Discuss and Consider - Resolution 2024.02 for Interlocal Mutual Aid Agreement for Fire Services

8. City Manager's Updates

- a. Update on Cave Opening at The Cliffs
- b. Interlocal Agreement with Bell County
- c. Comprehensive Plan Update
- d. Budget Amendments
- e. Evacuation Plan
- f. Project Updates
- g. Audit Updates

9. **Items for Future Agendas**

10. **City Council Comments**

11. **Executive Session**

The City Council reserves the right to adjourn, to discuss any items in executive (closed) session whenever permitted by the Texas Open Meetings Act.

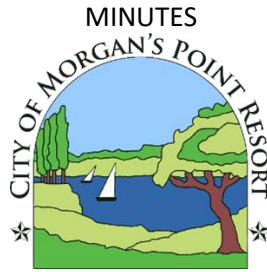
12. **Discussion of and possible action resulting from Executive Session.**

13. **Adjournment**

All items on the agenda are for discussion and/or action. The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

I certify that a copy of the _1-9-2024_ agenda of items to be considered by the Morgan's Point Resort was posted and could be seen on the City Hall bulletin board and Morgan's Point Resort website on the _1-5-2024_ at 4:00PM and remained posted continuously for at least 72 hours succeeding the scheduled time of the meeting. 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



**CITY COUNCIL MEETING PUBLIC HEARING/REGULAR SESSION
Tuesday, December 12, 2023, 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, Invocation, & Pledge of Allegiance

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

PRESENT

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

2. Announcement and Citizen Comments

This is an opportunity for members of the public to suggest the addition of topics for 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 2:00)

Gary Green, 6 Billy the Kid – Requested council to approve and implement staggered terms; requested a vote be taken on staggered terms by the council.

Larry Hartman, 112 Great West Lp – Impressed by council; voted for each councilmember for 2 years and wants them to fulfill their initial 2 years; staggered terms are good thing but should be implemented. following the next election

Darwin Dykes, 10 Calamity Jane – Thanks given to council; not the right time to vote for staggered terms.

Jimanne Durkee (read by Council Member Snyder – Would like council to vote for staggered terms and for them to be put in place for a May 2024 election.

James & Michell Hoyt – Introduced themselves as residents

Donna Hartman, 112 Great West Lp – Spoke about staggered terms; take the council out of the conversation as this would be a burden to staff; we are in a transition and staff need to be trained in elections; she is in favor of staggered terms, but this is not the time.

Lynn Milam, 28 Morgan's Point Blvd – Spoke in favor of staggered terms; echoed Gary Green statements; volunteers would be able to assist with the election if needed.

Andrea Hanken, 35 Tanyard Rd – 100% for staggered terms; now is not the time.

a. Club and Organization Reports

3. Consent Agenda

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Any item removed from the Consent Agenda will be considered immediately following the motion to approve the Consent Agenda.

a. Approval of Minutes - November 14, 2023, Minutes

(Video 11:12)

Motion to accept minutes as presented

Motion made by Allyn, Seconded by Snyder.

Voting Yea: Clune, Stryker, Bishop

4. Committee Reports

a. Library Board Report

See Packet

b. Planning and Zoning Committee Report

See Packet

c. Parks and Recreation Committee Report

N/A

d. EDC Report

See Packet

(Video 13:05)

e. MPR COPS Report

N/A

5. Department Reports

a. Maintenance Department Report

See Packet

b. Communications & Marketing Department

See Packet

c. Fire Department Report

(Video 13:40)

Council Member Snyder spoke on behalf of Chief Vaszcoz and Chief Schuetze wants to go record that they appreciated the community's support and cooperation during the previous fire.

Council Member Allyn added information on the Fire Department stats and gave recognition to Nicolas Rojas. Nicolas was able to locate 3 additional LUCAS devices at \$1500.00 each. Chief Vaszcoz along with funds from the Volunteer Fire Association traveled to Ft. Worth to purchase them. Now the county has 5 devices; MPR has 4; 1 in every key vehicle.

Council Member Stryker, having been a RN, gave a brief description on how the LUCAS device works.

d. Finance Department Report

See Packet

e. Marina Department Report

See Packet

f. Water Department Report

See Packet

g. Code Enforcement Report

See Packet

h. Police Department Report

See Packet

Chief Schuetze -

Recognition to Sgt Hodge for 9 years of service as a police officer with the City of Morgan's Point Resort.

Congratulations to Officer Vasquez for 6 years of service as a police officer in the state of Texas.

8 Automated External Defibrillator (AED) units were upgraded to be standardized across the city through budget funds. Through a strategic partnership with the Fire Department they traded in a total of 14 AEDs to offset the costs. All radar units were upgraded and also, they upgraded 5 portable radios with budget funds and CTCOG help. Also announced the transparency portal that has been launched. It can be found on the City of Morgan's Point Resort website.

Council Member Bishop - Described a positive interaction with a Lake Belton student and MPR Police.

Council Member Allyn - Described another positive instance where Allyn was walking down Morgan's Point Blvd, which involved a loose dog and a MPR Police Officer. The officer took control of the situation. Also briefly discussed the budget and staffing that was requested by the Chief may be brought back to the January council meeting.

6. Presentations

- a. CTCOG Presentation on Possible Recruiting for City Manager

(Video 22:36)

Interim City Manager, Nelson -

Provided an overview of the recruitment process of CTCOG were selected to provide this service.

Discussion followed with questions and answers.

7. Public Hearing Agenda

- a. Public Hearing for Variance for Extended Porch at 4 N Archer, MPR Tx 76513

(Video 50:45)

Start of Public Hearing 6:50 PM

David Rascoe, 4 N Archer Dr- Owner of property referenced in Public Hearing requesting to get his variance approved

Michael Hankins, 35 Tanyard Rd – Spoke in support of the variance request

- b. Discuss and Consider - Variance for Extended Porch at 4 N Archer, MPR Tx 76513

(Video 52:57)

Motion was made to approve variance request

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

Passed

- c. Public Hearing for Variance for Accessory Building placement at 15 Beachcomber Dr, MPR Tx 76513, property adjacent to homestead located at 2800 Morgan's Point Rd, MPR Tx 76513

(Video 53:47)

Start of Public Hearing 6:53 PM

James Boney, 15 Beachcomber - Owner of referenced variance request.

End of Public Hearing 6:54 PM

- d. Discuss and Consider - Variance for Accessory Building placement at 15 Beachcomber Dr, MPR Tx 76513, property adjacent to homestead located at 2800 Morgan's Point Rd, MPR Tx 76513

(Video 54:32)

Clarification on location made by councilmember Allyn on location of accessory building; this building will not be at 15 Beachcomber but will be on an adjacent lot that has ingress and egress off of County Road; owner of this lot is also the owner of 15 Beachcomber.

Owner will officially apply for a 9-1-1 address if variance is approved.

Motion made to accept the variance for putting an accessory building on adjacent lot to 15 Beachcomber.

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

Passed

8. Regular Agenda

- a. Discuss and Consider - Resolution 2023.24 Appoint 7 Members for Parks & Recs Committee

(Video 56:20)

Council members each made 7 recommendations for appointment; following the recommendation, those with the most recommendations were considered for appointment to the Parks and Recreation Committee.

Motion to appoint the following 7 members to the Parks & Recs Committee, make modifications to Resolution 2023.24 to mirror the language in Ordinance in 2023.14 that discusses the 2-year term, and initially drawing lots to determine who get a 1-year term and who gets a 2-year term. Also, include that Stephen Bishop will serve as the chairman and ex officio member for a 2-year term.

Edward Cozart

Phillip Jennings

Bruce Leonhardt

Scott Moger

Ann Cervantes

April Hignojo

Judy Dillon

Motion made by Allyn, Seconded by Stryker.
Voting Yea: Snyder, Clune
Recused: Bishop; Due to potential conflict of interest

Passed

- b. Discuss and Consider - RFQ Roadway Study

(Video 1:14:00)

Motion to discuss and consider the roadway study

Motion made by Stryker, Seconded by Snyder.

Motion to have the Council to request Cobb Fendley issue a task order through the city's current master service agreement with them to pursue a road study and present it to Council

Motion made by Allyn, Seconded by Snyder.

Voting Yea: Clune, Stryker, Bishop

Passed

- c. Discuss and Consider - Position Status and future of position, Communications and Marketing Manager

(Video 1:14:50)

Motion to open for discussion

Motion made by Snyder, Seconded by Stryker.

Interim City Manager, Nelson advised there will be a change to the job description for this position and requested continued support and funding for this position.

Motion made to proceed with a communications/support staff position and is the Council's intent to fund this position going forward.

Motion made by Allyn, Seconded by Snyder.

Voting Yea: Allyn, Bishop

Voting Nay: Clune, Stryker

Passed

- d. Discuss and Consider - Implementation of Staggered Terms

(Video 1:22:40)

Motion to implement staggered terms

Motion made by Snyder.

Motion failed due to lack of a second

On the record councilmembers Allyn and Bishop stated they are for staggered terms but not at this time.

- e. Discuss and Consider - The Repeal of Ordinance Article 8.02 - Minors in accordance with HB 1819, enacted following the 88th Legislative Session

Because our current Minor ordinance has expired there is no need for a repeal.

- f. Discuss and Consider - City Manager Vacancy and Recruitment Process

(Video 36:19)

Motion was made to have the CTCOG come back with a formal proposal for the recruiting a City Manager

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

Passed

Councilmembers shared information they had gathered about the recruitment process and potential search firms.

Motion made to accept CTCOG exclusively for the City Manager recruitment process.

Motion made by Allyn

Additional discussion was had following the motion.

Motion made to accept CTCOG exclusively.

Motion made by Snyder, Seconded by Bishop

Amendment made to the motion to receive a formal proposal from CTCOG and Clear Career Professionals.

Motion made by Stryker, Seconded by Bishop

Voting Yea: Allyn, Snyder, Clune

Passed

Councilmembers Allyn and Stryker will coordinate receiving a formal proposal from Clear Career Professionals.

9. City Manager's Updates

a. Project Updates

Cave opening

Inspections by Corps of Engineers

Generator Grant Status from FEMA/TDEM

FM 2483 Sidewalk Project

(Video 1:27:00)

See attached report

b. Audit Updates

Items for Future Agendas

(Video 1:33:35)

Speed limit in/around the city's parks

Evacuation Plan

Road study

Report on Audits

City Manager Recruitment Process, related presentation from CTCOG and/or consultants

10. City Council Comments

(Video 1:37:50)

11. Executive Session

The City Council reserves the right to adjourn, to discuss any items in executive (closed) session whenever permitted by the Texas Open Meetings Act.

- a. The City Council will convene into Executive Session relating to Texas Local Gov't Code 551.074 Personnel Matters as it relates to the City Secretary.

(Video 1:38:26)

Convened for Executive Session at 7:37 PM to 7:59 PM

12. Discussion of and possible action resulting from Executive Session.

(Video 1:59:06)

No action taken

13. Adjournment

All items on the agenda are for discussion and/or action. The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

Motion to adjourn

Motion made by Snyder, Seconded by Stryker.

Voting Yea: Allyn, Clune, Bishop

Meeting adjourned at 8:00 PM

I certify that a copy of the _12-12-2023_ agenda of items to be considered by the Morgan's Point Resort was posted and could be seen on the City Hall bulletin board and Morgan's Point Resort website on the _12-8-2023_ at 4:00PM and remained posted continuously for at least 72 hours succeeding the scheduled time of the meeting. The meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for

MINUTES

Item b.

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.

Dennis Green, Mayor
City of Morgan's Point Resort

Attest:

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

DRAFT

INTEROFFICE MEMORANDUM

TO: CITY OF MORGAN'S POINT RESORT MAYOR AND COUNCIL

FROM: URYAN NELSON – INTERIM CITY MANAGER

SUBJECT: UPDATE

DATE: 12/12/2023

CC: FILE

This memo acts as a high-level summary for your informational purposes. If you desire greater detail than is offered here, do not hesitate to contact me, or set up a meeting.

Personnel:

The Communications and Marketing Manager has resigned, and this position is currently vacant.

Fire Specialist Mark Wilkerson was promoted to the Rank of Captain.

Fiscal Issues:

Staff are still working with the audit firm to ensure timely receipt of the audit reports. At this time, it is expected there may be an additional delay on the auditor's end. After speaking with the auditor, he believes that January 2024 is a realistic expectation to receive the FY21 audit report. If the report is not ready by the January council meeting, we may need to hold a special meeting for the audit firm to provide the results to the council.

As referenced in prior updates, the generator that was purchased under the auspice that the city had been approved to move forward with the purchase and installation of the generator, and that the city would be awarded a grant to reimburse these costs was inaccurate. At this time, the city should not expect grant funding for the completed tasks related to this project as funds were spent prior to the city receiving a formal award notification. The last time I was able to pull up the grant, the process stalled at around step 12. Currently, there is not access for MPR to view the grant management system; a request for access has been submitted to TDEM and we will have access once that request is approved. I have contacted Congressman Carters staff about my concerns with the delay and our possible ineligibility for funding and expect to receive a follow up call back to further discuss in the coming weeks. This is an ongoing issue I will be tracking and will provide updates as they become available.

Miscellaneous Issues:

Work is still stopped where the cave opening was discovered during construction at the Cliffs of Lake Belton Phase II. Our engineer has been in contact with the project engineer and developer to determine the next steps.

Kleypas and Oakmont Parks as well as the Marina recently underwent their annual inspections. The reports have been received and sent to the appropriate departments heads to remedy any issues identified.

A request was sent to Chiefs Schuetze and Vaszcoz to start looking into what was needed for the city to develop an evacuation plan. Chief Vaszcoz has sent some documents relating to FEMA guidance for these plans as well as

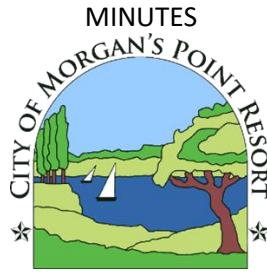
some potential next steps and I anticipate we will have additional information on this initiative at the January meeting.

Moving Forward:

Each of you should have received a couple of printouts from staff compiled from TML as resources for elected officials. I encourage each of you to review these and if there are any questions, please do not hesitate to let me know.

We will be holding our strategic planning session next Monday from 830-3 at the CTCOG offices in Belton. This event will be livestreamed at the guidance of legal counsel. At this time, we do not anticipate we will need to include directors in this meeting since their feedback was originally provided during the strategic work plan discussion earlier in the year.

DRAFT



**CITY COUNCIL SPECIAL SESSION
Friday, December 22, 2023, 5:00 PM**

MPR EVENT CENTER – 60 MORGAN’S POINT BLVD

1. Call to Order

Meeting called to order by, Councilmember Jimbo Snyder, at 5:08 PM

PRESENT

Jimbo Snyder
Pat Clune
Stephen Bishop

ABSENT

Dorothy Allyn
Roxanne Stryker
Dennis Green

2. Announcement and Citizen Comments

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N/A

3. Agenda

- a. Discuss and Consider - Reappointment of Scott Fournier to the Economic Development Board to serve a 2-year term beginning in January and ending December 31, 2025

Motion made to approve the re-appointment of Scott Fournier to EDC

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

Passed

4. Adjourn

Motion to adjourn meeting

MINUTES

Item c.

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

Passed

Meeting adjourned at 5:10 PM

5. I certify that a copy of the _12-22-2023_ 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 ___12-19-2023___ 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.

City of Morgan’s Point Resort
Councilmember, Jimbo Snyder

Attest:

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

Mary Ruth Briggs Library Monthly Report January 3, 2024

7795 books are in the library catalog on January 3, 2024, with 14 added books during the month of December. The value of these books is \$94,287.82.

316 members on January 3, 2024 with 1 added member during December. Library memberships are one card per family, not one per person.

516.35 volunteer hours year to date January 3, 2024 with 3 volunteer hours during the month of December.

Volunteer Day was not held in December 2023 and will resume Wednesday, January 17, 2024.

Thank you to our Library volunteers who assist us in keeping the Library organized and in good order for our citizens. We couldn't do it without you! We currently have 30 volunteers and are in need of additional people. If you would like to become a library volunteer, we meet on the 3rd Wednesday of each month in the library from 1:00 PM to 3:00 PM. *Please join us to see what goes into preparing the books for our citizens. Training will be provided!*

Elder Explorers @The Point was not held in December 2023 due to the holidays. Our next meeting will be held on Thursday, January 25th, at the Event Center from 9:00 AM until 12:00 PM. Our program this month will be provided by Roxanne Stryker who will educate us about Diabetes. We will also have Bingo at the end. Please join us for a fun and informative time!

Pam Robinson
Mary Ruth Briggs Library Chairperson

Morgan's Point Resort Economic Development Corporation

Item d.

**Linda Bridges, President; Jason Johnson, Vice President; Terry Harrah, Secretary; Debbie Bates, Treasurer
Scott Fournier, Member; Mike Fletcher, Member; Christina Venegas, Member, Dennis Green, Ex officio Member**

December 29, 2023

RE: Annual Report- October 2022- September 2023

Dear Mayor Green and City Council Members:

I would like to share with you last year's MPR EDC highlights, projects and our plans for the 2023-24 fiscal year.

The Board continues to push for a wastewater solution for the business district. In December, the members approved the EDC's participation in the FM 2483 Master Plan and wastewater feasibility study with the City of Morgan's Point Resort and the City of Temple. KPA Engineering will be reviewing the water and wastewater master plans in conjunction with the defined master plan area in relation to the proposed density and development type.

In April, three representatives from Texas A & M Central Texas toured MPR to discuss the University's proposal to provide MPR a business industry analysis with a focus on the undeveloped City owned property at "The Pit". Business students will help MPR create a benchmark by comparing 5-10 similar lakeside cities to see what industry those cities have brought into their community and what growth/success (if any) they have experienced over the past 10 years. The 2023 MPR Master plan and EDC Retail Market Analytics Reports and Community Profile (produced by Hdl Companies) have been supplied to the students to help with their research.

The EDC continues to keep in touch with existing MPR businesses through the Discover Morgan's Point Resort Facebook page and the MPR Business Network monthly newsletter. We offer business "tips"- everything from what to include in a job description to small business loan requirements. We encourage entrepreneurship and small business start-ups through vendor opportunities at pop up events. Local business Firefly Yoga hosted a program at the Elder Explorers @ The Point Social and both Two Lakes Realty and Priority Charter Schools (Administration) have allowed the new MPR Farmer's Market to set up in their parking lots. Local businesses donated to the annual Lake Belton Clean Up and sponsored both MPR COPS & Ladies' Auxiliary fundraisers. The Business Directory is updated frequently and can be found on the EDC's website (<https://mpr-edc.org>). We have not been able to find the "perfect" food truck that suits the residents of MPR. The Business Network will not be encouraging food trucks to set up on a regular basis unless we can find a high traffic location that will be suitable for a food truck park (with amenities- shaded tables, bathroom & walkable) Summerfest was successful for our vendors and we hope the new Farmer's Market will continue to expand. We are happy to see that the cardboard recycling program remains very popular with both the MPR businesses and residents!

Getting the EDC Corporation's "affairs" in order has been a top priority. The City Council approved both an amendment to the Articles of Organization (Article 8- residency requirement) and Bylaw 9.04 (changing audit requirement to financial compilation). A three-year audit (FY19,20 & 21), a two year financial compilation (FY22 & 23) and federal tax exempt 990ez reports (FY20, 21 & 22) were completed by John Coggin, CPA. The Corporation's federal tax exempt status has been verified (Determination Letter September 19, 2023) and the MPR EDC is now organized as tax exempt under Internal Revenue Code Section 501 (c) 4 (effective date- March 16, 2023) and operates exclusively to promote the common good and general welfare of the people of Morgan's Point Resort, Texas as permitted under the Development Act of 1979 (Chapters 501 & 505 et seq. of the Texas Local Government Code).

This coming year, the MPR EDC board will be exploring new ideas to maximize City assets and expanding opportunities in MPR for entrepreneurs of all ages. We look forward to working with both the City Council and City Staff, through community outreach programs, to ensure that the voices of all residents are heard and represented in determining the economic development best suited for Morgan's Point Resort!

Sincerely,

Linda Bridges

Linda Bridges, MPR EDC President

From the Ladies Auxiliary MPR VFD
January 2024 City Council Report
Tuesday, January 9, 2024

Happy New Year!

Thank you for your continued support and contributions to our successful 2023!

The Ladies Auxiliary last met on Thursday, December 14th with a brief meeting; and our annual Christmas Celebration.

Business conducted during the December meeting:

1. 2023 Dorm Project: To complete the project, the dorm needs to be painted. It was motioned, 2nd and approved for the Ladies Auxiliary to pay for the paint up to \$237.00. And, should the cost exceed the \$237 amount; individual members would cover the overage.
2. Recent Fire loss to Residents/Neighbors on Teakwood: As they lost everything, with no insurance – it was motioned, 2nd and approved as a Community Outreach Project for the Auxiliary to purchase a \$500 WalMart Gift card; and deliver it to the FD to present to the family.
3. 2024 Cops vs Robbers 5K Run/Cen-Tex Race Series: Several options for the 86+ Race Medals were presented. After discussion, it was motioned, 2nd and approved to order the custom brass medals and lanyards.

We are looking forward to a busy, fun and productive 2024 – serving our Fire Department and our Community! Our next scheduled meeting is Thursday, January 11th, 6pm, Garrett & Mic Hill Event Center.

Again, Happy New Year 2024!

Karen Stagner, President
Ladies Auxiliary MPR VFD



Morgan's Point Resort, Texas

Ladies Auxiliary M.P.R.V.F.D Presents

COPS vs. ROBBERS

5K

RUN & WALK

PART OF THE CENTEX RACE SERIES



WHEN:

SAT. APRIL 13, 2024

TIME:

8:30 AM

WHERE:

OAKMONT PARK
END OF TANYARD ROAD
MORGAN'S POINT RESORT

Supporting the
Fire Department &
Community Outreach
Projects!

*Dress in Costume; or
Come as you are!*

Make checks payable to: **LA MPR VFD**

Payment Type:	Credit Card Type:	MC	Visa	Amex
		(Circle One)		
Card No.	3 Digit Code			
Exp. Date: MO/YR	Name on Card: (Please print clearly)			

Facebook: Ladies Auxiliary M P R V F D

Website: morganpointresorttx.com

SUPPORTER AGREEMENT

Item f.

Ladies Auxiliary M.P.R.V.F.D Presents

COPS vs. ROBBERS

5K

RUN & WALK



Morgan's Point Resort - Oakmont Park
Saturday, April 13, 2024, Race Starts at 8:30am

Name of Company/Organization: _____

Contact Name: _____

Phone: () _____ Fax: () _____

E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Supporter Level (check one):

- \$300.00 GOLD Level - Sponsorship must be secured by March 13**
Logo on event posters, t-shirts & Supporter sign
Major visibility in publications, public service ads and print materials.
One (1) Free Race Entry
- \$100.00 SILVER Level**
Name listed on t-shirts & Supporter sign at event
Visibility in various publications and print materials.
Logo on Directional Sign along the Run Route
- \$50.00 BRONZE Level**
Name listed on Supporter sign at event
Name on Directional Sign along the Run Route
- \$25.00 Supporting Friend**
Name announced during event.

High Resolution Logo artwork should be emailed to: kastagne@att.net

Signature of Supporter / Date _____

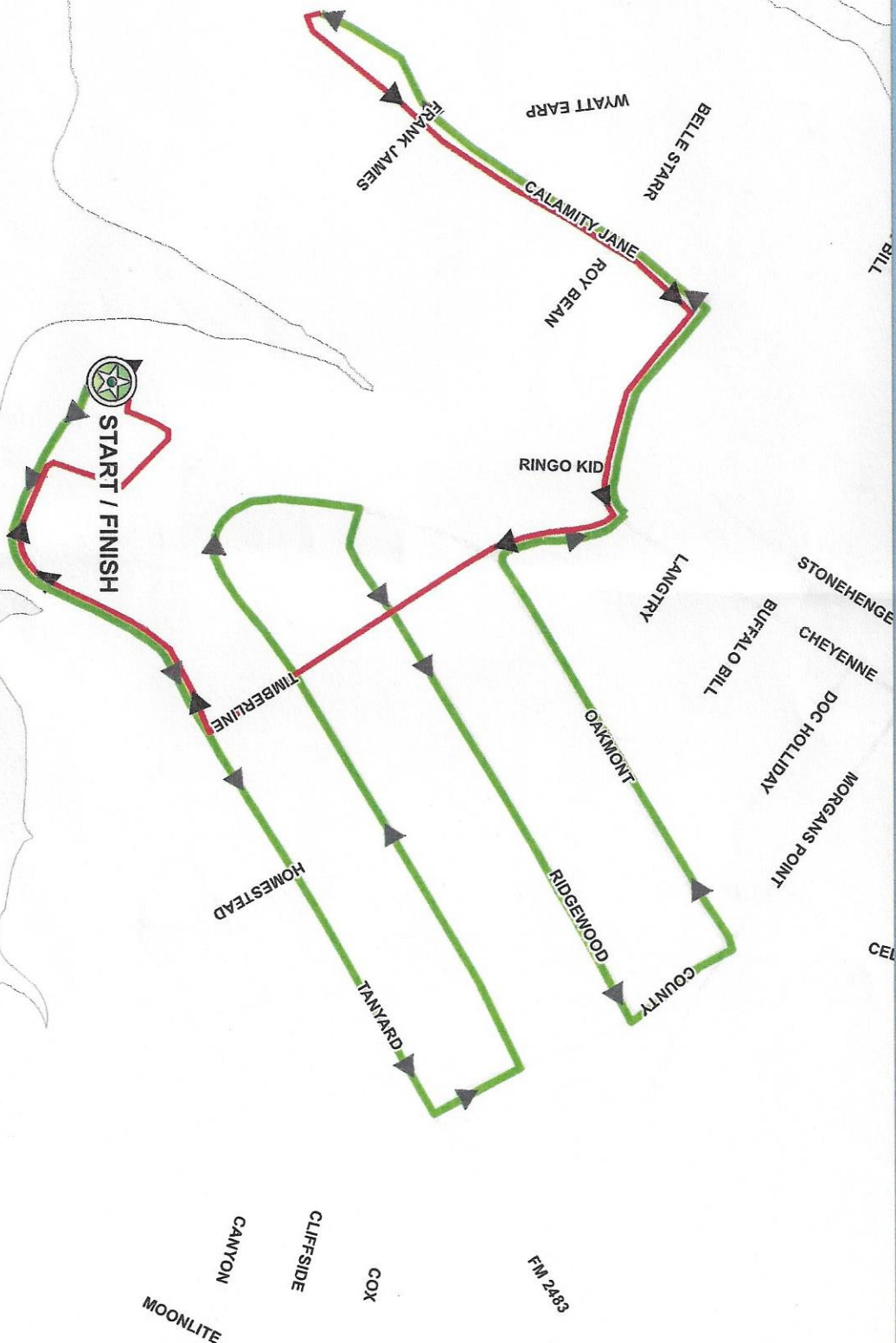
Please make checks payable to **LA MPR VFD**. Mail form and donation to:

If you have any questions, or need additional information, please contact:
Karen Stagner, 409-750-0102, kastagne@att.net

LAMPRVFD, 1 Ash Court, Morgan's Point Resort, Texas 76513
The 5K Run Event for Morgan's Point Resort is hosted by the Ladies Auxiliary
for Morgan's Point Resort FD, A 501 (c)(3) Organization - # 74-2308739



Belton Lake



MPR COPS VS. ROBBERS 5K / WALK



*Morgan's Point Resort
Maintenance Department
Monthly Council Report*

December 2023

- *Trimmed trees Raccoon Road*
- *Check Parks twice a week (Trash Cans)*
- *Cleaned up brush behind 10 & 12 Willow Run Drive*
- *Burned brush in Air Burner*
- *Mowed and Trimmed water tower*
- *Brian delivered brush bins on Mondays and Thursdays*
- *Worked on dog kennel expansion*
- *Christmas decorating on city buildings*
- *Patched pot hole on Lake Forest Drive @ Buttercup Loop*
- *Moved furniture around in City Hall*
- *Repaired lights in library*
- *Repaired restrooms at Marina-Screens and unclogged toilets*
- *Installed new street sign on Morgan's Point Road*
- *Vehicle Maintenance on work truck heater*
- *Installed new swing set hardware at Kleypas Park Swings(New chain, swings, mounting hardware)*



2023 ANNUAL REPORT

January 4, 2024



CITY OF MORGAN'S POINT RESORT

Item b.

Taran Vaszocz
 Fire Chief
 Morgan's Point Resort Fire-Rescue
 6 Lakeforest Drive
 Morgans's Point Resort, Texas 76513-6438

January 4, 2024

Honorable Mayor and Council,

2023 was an outstanding year for your fire-rescue department and the professionals that make it all happen, but of course, every year is good when you have the greatest job in the world! As always, the department faced a few challenges and met them with the creativity, enthusiasm, and skill you have come to expect. I have elected to highlight a few things from an annual perspective in this update and am happy to present some of the things we anticipate and look forward to realizing in the coming year.

1. Call Volume

The department responded to **717** calls over 2023, representing a 10.5% decrease from 2022 (N=802). Though run volume has a natural variance year-to-year, we can easily attribute this figure to a milder wildfire season and low lake levels. Of course, several factors figure in to fluctuations in call volume. Our Marine Unit ceased non-emergent responses in 2022, and our community risk reduction program launched around the same time as we emerged from the pandemic.

2. **Average Response Time** for all Priority 2 or higher calls was 8 minutes, 15 seconds (N=494). Note that "Average Response Time" includes both City and Bell County responses. **This figure bests our 2022 overall response time by 2 minutes; a 19% decrease.** *Response time within the City limits was 5 minutes, 17 seconds, **down 20.5% over our 2022 City response time (6 minutes, 23 seconds).***

RESPONSE TIME				
Zone	2021	2022	2023	Average
Aggregate	9:25	10:15	8:15	9:18
Morgan's Point Resort	5:50	6:39	5:17	5:55

3. A total of **23,552 hours** was worked on station throughout the year, **a 30% increase over 2022 (18,121):**

STAFFING					
Classification	2021	2022	2023	Average	%
Career	6,350	5,415	9,785	7183	38%
Volunteer	6,822	11,142	12,863	10276	55%
PRN	1,435	1,564	904	1301	7%
Total	14,607	18,121	23,552	18760	100%

While I have no doubt you recognize and honor the individual sacrifices our volunteer members make each year to serve the community, have you considered the financial impact on personnel costs? A Step 1 Firefighter with no additional driver/operator training or advanced EMS certification sits a \$18.03/hour under our FY24 Pay Scale. **That equates with a minimum of \$231,919.89 in volunteer labor.**

4. **Active Roster**

Eighteen members (75%) met or exceeded the requirements for Active Service. This percentage has been consistent over the last few years ASU has been tracked. The 25% who did not meet the ASU requirement include members who were attending school fulltime, ill/injured or joined the department later in the year. The ASU policy is designed to maximize engagement while minimizing the impact volunteering may have on family or work life. ASU ranking is used to determine eligibility for outside training, issuance of apparel and PPE, and performance evaluations.

5. **Service Diversity**

MAJOR INCIDENT TYPE					
Type	2021	2022	2023	Average	%
Fires	71	101	44	72	9%
Rescue & EMS	628	472	481	527	65%
Hazardous Conditon	36	60	72	56	7%
Assist the Public	179	169	120	156	19%
Total	914	802	717	811	100%

6. Staffing Update

Thanks to your commitment to high-quality emergency medical care, fire suppression, and community risk reduction, Noel Shaver was hired as a Fire Specialist on October 1st. His addition enabled the department to move from a bi-weekly, rotating schedule that was hard to manage and left up to 60 hours a week (36%) not covered by anyone on station, to a 48-hour work week comprised of 16 and 24-hour shifts that ensures continuous coverage 24/7.

The National Fire Protection Agency (NFPA) provides guidance on the Effective Response Force (ERF) needed to mitigate various emergencies. For example, the first alarm complement to fire in a single-family dwelling is 16 Firefighters. Clearly, that represents 67% of our entire roster and would be highly unlikely to occur with only our department responding. Having a well-trained, versatile, and intuitive leader on duty throughout each hour of the day provides the backbone for volunteer members as they arrive. Further, it ensures that additional help is summoned from other departments quickly. This shaves precious time off our response and adds a qualified Incident Commander to the initial alarm. ***You can see the results in our decreased response time and ability to control most fires before they spread to adjacent structures and vegetation.***

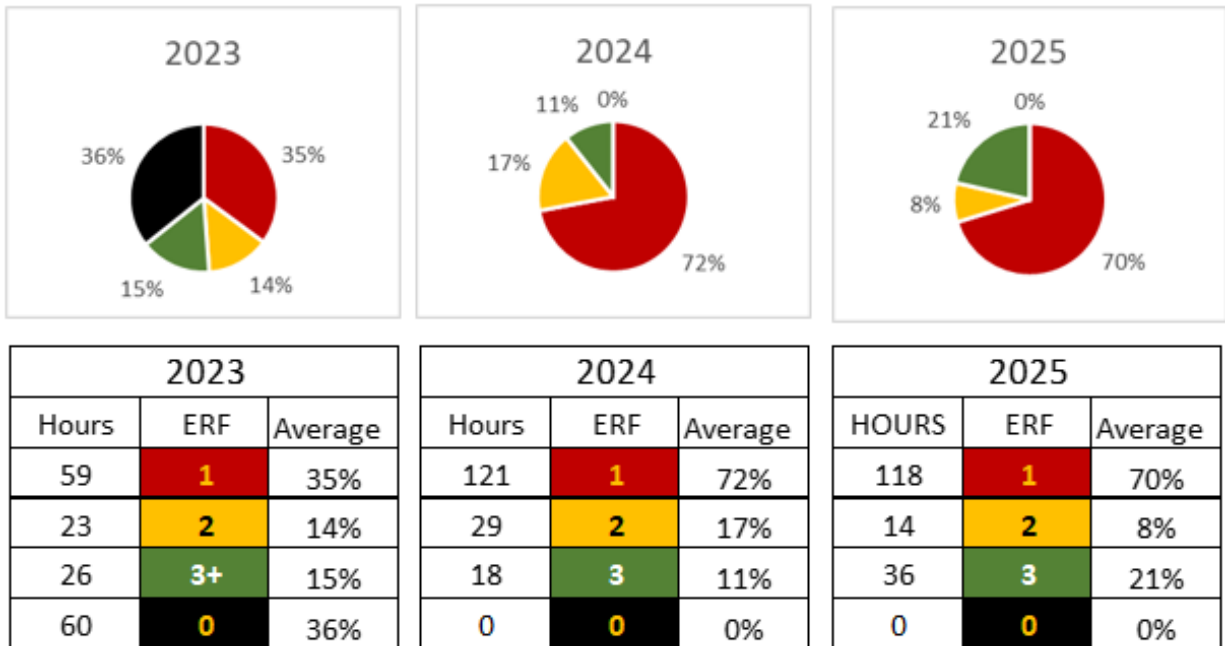
Though we have seen good success with additional career staffing, the opportunity to increase ERF during the weekdays, when most of our volunteer members at work, remains on the table. The move from a 40-hour week to a 48-hour week took place over a three-year period. It is important to note that when Captain Wilkerson transitioned from salary to hourly in 2022, he made the leap from working 2,080 hours to 2,496 hours *without a related increase in pay*. He was ***the*** pioneer who enabled us to adopt a 48-hour week. However, the 16-hour shifts required to maintain a 48-hour schedule mean that our three, shift personnel report in at 4 PM three days each week. Here are some of the lingering issues:

1. Daytime staffing, some of the hardest hours to cover with volunteers, is left to myself and Chief Sibley. NFPA recommends 4-person staffing on an Engine Company. We have established that 3-person staffing is desirable and realistic for our agency. Yet on Mondays, Wednesdays, and Thursdays our ERF is at 2.
2. All career members are assigned administrative duties that they attend to between responding to calls, training, and servicing equipment. An unintended outcome of the 48-hour week is the loss of time to complete those duties in collaborative effort with command staff and volunteer members three days each week.

- Leave accruals have yet to be adjusted and our shift personnel are unable to earn PTO and Sick Leave in a manner consistent with their 40-hour peers across the City.

The issues above represent growing pains and can be easily addressed. The move to a 53-hour “Kelly” schedule would eliminate the service gap, with the added benefit of placing our Fire Specialists and Captain closer to market for their respective job functions. For clarity, the 53-hour week is the industry standard, and is employed by all career fire agencies in Bell and surrounding counties (24 on/48 off, or, 48 on/96 off). A 20% (48-hour) or 32.5% (53-hour) increase to leave accruals would provide equality in benefits for those members.

This can be a confusing topic outside of the fire service. The graphic below may help illustrate what all of this means as a function of labor hours distributed over each week and how many (ERF) are on-duty to respond. As we begin work on the FY25 budget, the goal of (3) career members on-duty during business hours, Monday-Friday remains a high priority, and one I would love to address sooner rather than later.



7. Education Services

Our Education Services Division contributed to the professional development of our membership quite significantly in CY2023. In addition to the 216 hours of in-person training offered last year, **50% of our membership attained advanced certification(s):**

Basic FF	PADO	INST I	OFC I	OFC II	ISO	S130/190
Shaver	Shaver	Snyder	Snyder	Sibley	Sibley	Snyder
Maines	Maines	Wilkerson	Wilkerson			Ratcliff
ICS300	ICS400	EMT	Paramedic	AAS, LP		Reyes-Rios
Snyder	Snyder	Castelli	W. Vaszocz	T. Vaszocz		McClellan
Gauthier	Gauthier					

Key (left to right): Basic Firefighter, Pump Apparatus Driver/Operator, Instructor I, Officer I, Incident Safety Officer, Basic Wildland Firefighter (S130), Incident Command Systems, Emergency Medical Technician, Paramedic and Licensed Paramedic

The table below reflects the total training hours recorded for all members, as evaluated by the Insurance Services Office (ISO).

Training Hours per Standard (ISO)- Internal					
Standard	2021	2022	2023	Average	%
Departmental	1906	4595	3121	3207	32%
Bell Co OMD (EMS)	87	24	176	96	1%
Municipal	903	390	581	625	6%
NFPA 1001	1254	4449	2865	2856	29%
NFPA 472	171	84	252	169	2%
NREMT (EMS)	945	522	423	630	6%
Other- Not Specified	1290	4169	620	2026	20%
State of Texas	531	200	245	325	3%
Total	7087	14433	8283	9934	100%

8. The Road Ahead

Our goals for 2023 included a focus on community risk reduction including pre-fire planning, inspections, enhanced territory knowledge, and communication. Though it will take several years before clear trends emerge, a 20% decrease in response times and 50% decrease in fires are a pretty good start. You can expect a continuation of those efforts in 2024. We have four members starting Paramedic School at Temple College this month, two completing EMT school, and several more set to complete fire academy this year. The successful delivery of emergency services relies upon a constellation of factors, as represented by the graphic on the following page.



We have worked together diligently to provide the best possible training, PPE (Personal Protective Equipment) and tools for our membership. They bring the ability, and that is something we surveil for the entirety of their time with us through physical fitness, air consumption, swim, and wildland pack testing. These are the elements that prepare and protect our Firefighters as they answer the call. How they arrive to a call is a little different story...

Our most dire need is to update our suppression fleet. Our frontline engine turned 10 this year; our reserve engine 17, and ladder 27. With an average age of 18, and production times for new apparatus running 24-26 months behind, it is *imperative* to include a heavy apparatus replacement in the FY25 budget discussion. We have seen an increase in maintenance and repair cost and decrease in reliability over the past few years. Note that BOTH of our engines were out of service for two weeks last year. Thankfully the Killeen Fire Department loaned us an engine to stay response ready.

The goal for FY25 is to replace the two oldest heavy apparatus in the fleet with a single "Quint." A Quint is a fire truck with (5) main attributes:

- A Water Tank
- Fire Hose
- A Fire Pump
- Ground Ladders
- An Aerial Ladder

This move consolidates the capabilities of both an engine and ladder into a single resource, maximizing the flexibility of a first due unit to get water on a fire while

affecting rescues and carrying out rooftop ventilation. Of course, the added benefit comes in terms of decreased repair and maintenance costs and more protected space in the bay for vehicles currently parked outside.

9. A Christmas Story

As many of you are aware, a family in our community experienced the devastating loss of their home in early December. Though our first due engine arrived and went to work within a matter of minutes, the mobile home was a complete loss. Thankfully, the two adults escaped with their lives and dog just moments before a flashover occurred. That is certainly a miracle. What happened next is something sure to underscore why so many call Morgan's Point Resort home.

The phone at the firehouse began to ring, even as crews were still cleaning up equipment used at the fire. Donations of clothing, toiletries, pantry items, dog food, cash and gift cards began to pour in. Even sitting here writing today, I am struck by the kindness and generosity of our community.

On a personal note for our department, one Firefighter was able to recover a porcelain Christmas Tree from the rubble. Miraculously, another member was able to recover the base the next day. Our Firefighter undertook a painstaking restoration of this family heirloom and returned it to the owner, just in time for Christmas. They have chosen to remain anonymous and we elected not to publish any mention of this to our social media accounts, in honor of the genuine goodness of all involved. I am sharing it with you now as it speaks to the character of our membership and the unspoken works of kindness they do throughout the year. You will find photos of the restoration process on the following page.

Kindly,

Taran Vaszocz

Taran Vaszocz
Fire Chief



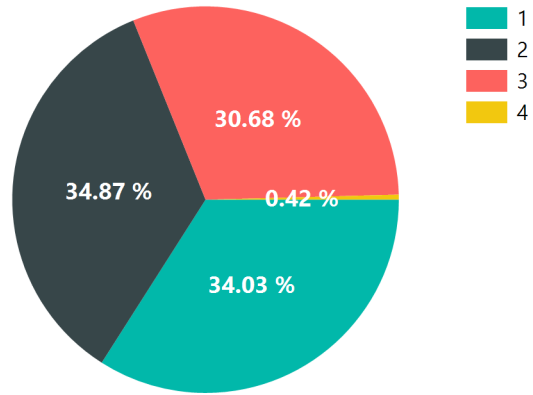
Annual Report - MPFD

2023



Event Priority	Event Count
1	244
2	250
3	220
4	3
Total	717

Event Priority



Event Priority	Response Time	Start To Add Time	Add To Disp Time	Disp To En Rte Time	En Rte To Arv Time	Arv To Close Time
1	573	48	35	112	472	2519
2	417	66	30	105	332	1382
3	509	61	30	121	434	1375
4	0	10	11			21

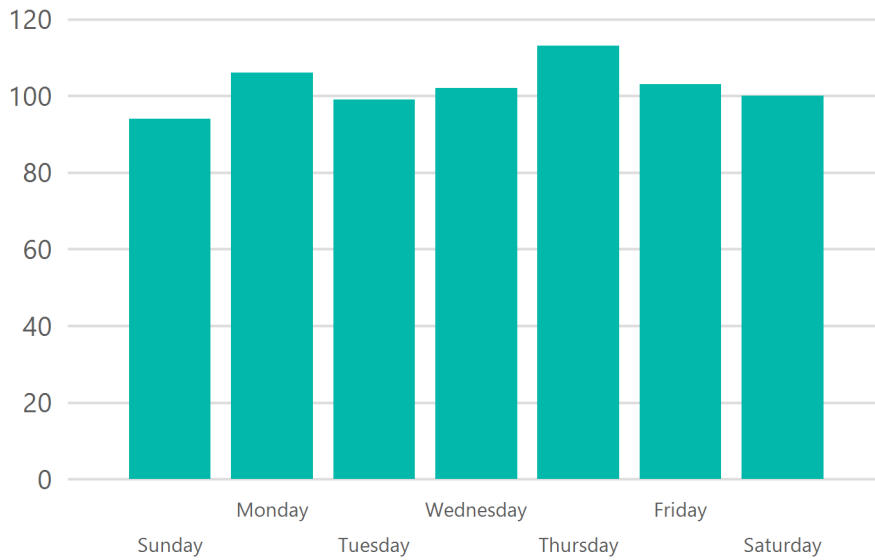
(Response times in seconds.)

Annual Report - MPFD

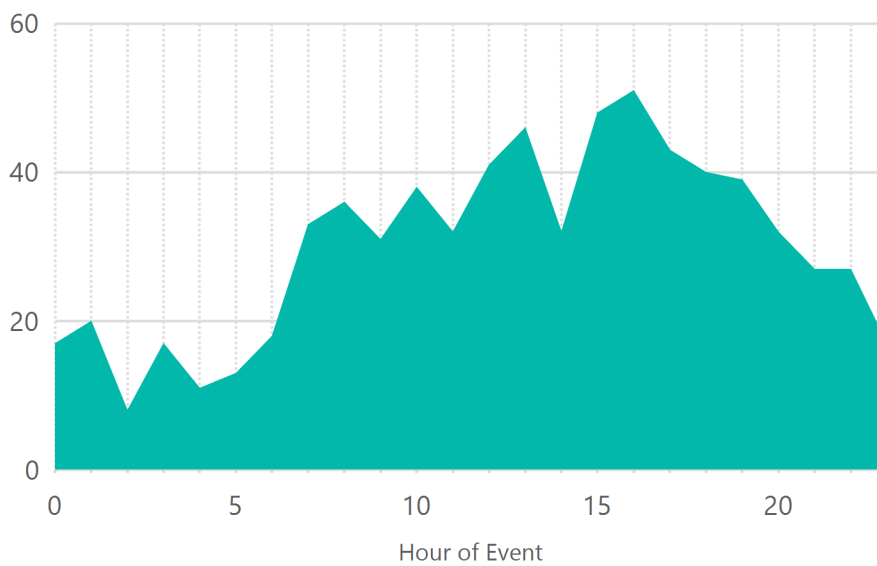
2023



Event Counts by Day of Week



Event Counts by Hour of Day (24 hour)



Annual Report - MPFD

2023



Event Counts by Type

Event Type	Event Count
FALLS	101
SICK PERSON	76
FD ASSISTANCE (LADDER, BEES, EQUIP)	46
BREATHING PROBLEMS	39
CHEST PAIN (NON-TRAUMATIC)	35
UNCONSCIOUS/FAINTING (NEAR)	34
GRASS BRUSH WILDLAND	32
TRANSFORMER ARCING	32
TRAFFIC/TRANSPORTATION ACCIDENTS	30
ALARM	29
STROKE	26
STRUCTURE FIRE	26
MUTUAL AID	21
PSYCHIATRIC/ABNORMAL BEHAVIOR/SUICIDE ATTEMPT	18
CARDIAC OR RESPIRATORY ARREST/DEATH	16
DISABLED VEHICLE	14
HEMORRHAGE/LACERATIONS	13
ABDOMINAL PAIN/PROBLEMS	13
EAST SIDE TASK FORCE - GRASS FIRE	12
HEART PROBLEMS /A.I.C.D.	10
UNKNOWN STATUS (MAN DOWN)	10
OVERDOSE/POISONING	10
STILL ALARM CAR DUMPSTER ETC	9
TRAUMATIC INJURIES (SPECIFIC)	8
DROWNING(NEAR)/DIVING/SCUBA ACCIDENT	8
DIABETIC PROBLEMS	7

Annual Report - MPFD

2023



CONVULSIONS/SEIZURES	5
ALLERGIES(REACTIONS)/ENVENOMATIONS (STINGS,BITES)	5
HEAT/COLD EXPOSURE	5
CARBON MONOXIDE/INHALATION/HAZMAT/CBRN	5
BACK PAIN (NON-TRAUMATIC OR NON-RECENT TRAUMA)	5
CHOKING	4
ADMIN DUTIES	3
ASSAULT/SEXUAL ASSAULT	3
ENDANGERED	2
STAB/GUNSHOT/PENETRATING TRAUMA	1
SPILL CONTROL	1
ELECTROCUTION/LIGHTNING	1
ODOR OF OR GAS LEAK	1
VEHICLE ON FIRE	1
Total	717

ASU Rank CY2023 Final

Item b.

		Timekeeping			Monthly Statistics		Standard Met	
Rank	Member	Total Hours	Training Hours	Station Duty	Incident Count	ASU	Training Threshold	ASU Threshold
1	Watts	3846	93	3753	491	4337	21	4049
2	Maines	2496	72	2424	199	2695		2407
3	Wilkerson	2491	70	2421	149	2640	2	2352
4	Sibley	2156	100	2056	142	2298	28	2010
5	Vaszocz, T	1958	63	1895	81	2039	9	1751
6	Rojas	1864	72	1792	121	1985		1697
7	Shaver	1429	89	1340	164	1593	17	1305
8	McClellan	1256	96	1160	72	1328	24	1040
9	Ratcliff	714	58	656	15	729	14	441
10	Schuetze	681	40	641	34	715	32	427
11	Vaszocz, W	688	41	647	7	695	31	407
12	Castelli	561	80	481	34	595	8	307
13	Snyder	482	55	427	91	573	17	285
14	Catone	517	74	443	45	562	2	274
15	LeBlanc	510	37	473	29	539	35	251
16	Woodard	449	76	373	59	508	4	220
17	Myers	324	43	281	19	343	29	55
18	Bright	276	44	232	16	292	28	4
19	Req Not Met	227	35	192	13	240	37	49
20	Req Not Met	183	63	120	47	230	9	58
21	Req Not Met	161	47	114	14	175	25	113
22	Req Not Met	99	22	77	7	106	50	182
23	Req Not Met	100	31	69	5	105	41	184
24	Req Not Met	85	6	79	1	86	66	202
							6	24
							6	24
							6	24
Total		23552	1407	22145	1855	25407	339	18423
Average		872	52	820	69	941	13	682



KEY REQUIREMENTS FOR EMERGENCY SERVICES IN NFPA 1710

The minimum requirements for provision of emergency services by career fire departments can be found in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

NFPA 1710 addresses the structure and operation of organizations providing such services, which include fire suppression and other assigned emergency response responsibilities such as EMS and special operations.

The requirements intend to provide effective, efficient, and safe protective services to help prevent fires, reduce risk to lives and property, deal with incidents that occur, and help prepare for anticipated incidents.

The requirements are listed in NFPA 1710 for fire department service deployment based on the type of occupancy, along with the appropriate response staffing levels for each. The minimum staffing level for each occupancy is listed below. For the full breakdown of staffing requirements by position, refer to the subsections specific to each occupancy in 5.2.4.

KEY REQUIREMENTS



Occupancy Type: Single-Family Dwelling
Deployment: Minimum of 16 members or 17 if aerial device is used

The initial full alarm assignment to a structure fire in a typical 2000 ft² (186 m²), two-story, single-family dwelling without a basement and with no exposures must provide for a minimum of 16 members (17 if an aerial device is used).



Occupancy Type: Open-Air Strip Mall
Deployment: Minimum of 27 members or 28 if aerial device is used

The initial full alarm assignment to a structure fire in a typical open-air strip shopping center ranging from 13,000 ft² to 196,000 ft² (1203 m² to 18,209 m²) in size must provide for a minimum of 27 members (28 if an aerial device is used).



Occupancy Type: Garden-Style Apartment
Deployment: Minimum of 27 members or 28 if aerial device is used

The initial full alarm assignment to a structure fire in a typical 1200 ft² (111 m²) apartment within a three-story, garden-style apartment building must provide for a minimum of 27 members (28 if an aerial device is used).



Occupancy Type: High-Rise
Deployment: Minimum of 42 members or 43 if building is equipped with fire pump

The initial full alarm assignment to a fire in a building with the highest floor greater than 75 ft (23 m) above the lowest level of fire department vehicle access must provide for a minimum of 42 members (43 if the building is equipped with a fire pump).



KEY REQUIREMENTS FOR EMERGENCY SERVICES IN NFPA 1710 *CONTINUED*

ADDITIONAL REQUIREMENTS

Fire departments that respond to fires in occupancies that present hazards greater than those found in 5.2.4 must deploy additional resources on the initial alarm as described in 5.2.4.6.

Even though fireground staffing levels have changed, NFPA 1710 continues to require that engine companies be staffed with a minimum of four on-duty members, as stated in 5.2.3. In addition, 5.2.2.2.1 requires that the fire department identify minimum company staffing levels as necessary to meet the deployment criteria required in 5.2.4 to ensure that a sufficient number of members are assigned, on duty, and available to safely and effectively respond with each company.

Additional changes to the 2020 edition of the standard include an update to the definition for *career fire department* and a clarification of how to determine if the department would fall under either NFPA 1710 or NFPA 1720, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*.

Several new definitions relating to geographic areas based on population density have been added and the number of responders needed based on the type of incident and tasks to accomplish has been included. New requirements have been added for mobile water supply tankers/tenders and deployment and training of incident safety officers. Also, material on wildland fire suppression has been expanded.

RESPONSE OBJECTIVES

Documenting the benchmarks and response objectives that make up NFPA 1710 is crucial to capturing and tracking data that would be helpful in ensuring the necessary allocation of resources.

Benchmarks	Response Objectives
Alarm answer	15 sec 95% of the time or 40 sec 99% of the time
Alarm processing	64 sec 95% of the time or 106 sec 99% of the time
Turnout - Fire	80 sec
Turnout - EMS	60 sec
First-due engine	240 sec (4 min) 90% of the time
Second-due engine	360 sec (6 min) 90% of the time
Initial full alarm - Low/ medium hazard	480 sec (8 min) 90% of the time
Initial full alarm - High hazard	610 sec (10 min 10 sec) 90% of the time

Learn More

- ▶ Visit nfpa.org/1710 for free digital access to the standard.
- ▶ Sign up on nfpa.org/NFPA-Membership to:
 - Get one-on-one help with your technical questions at nfpa.org/tqs
 - Access exclusive content
 - Search content and connect with your peers to share information and answer questions on NFPA's online community at nfpa.org/xchange



IT'S A BIG WORLD.
LET'S PROTECT IT TOGETHER.®

This material contains some basic information about NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*. It identifies some of the requirements in these documents as of the date of publication. This material is not the official position of any NFPA Technical Committee on any referenced topic which is represented solely by the NFPA documents on such topic in their entirety. For free access to the complete and most current version of all NFPA documents, please go to nfpa.org/docinfo. While every effort has been made to achieve a work of high quality, neither the NFPA nor the contributors to this material guarantee the accuracy or completeness of or assume any liability in connection with this information. Neither the NFPA nor the contributors shall be liable for any personal injury, property, or other damages of any nature whatsoever, whether special, indirect, consequential, or compensatory, directly or indirectly resulting from the publication, use of, or reliance upon this material. Neither the NFPA nor the contributors are attempting to render engineering or other professional services. If such services are required, the assistance of a professional should be sought.



Marina December Monthly Report

- Total past due at Marina is \$864.55
- Completed required items on CORPS annual inspection report
- Inspected and adjusted cables daily
- Monitoring weather and shutting water off and draining lines if expected to be 34 degrees or less.
- Pulled all vegetation that grows on the Styrofoam.
- Daily trash removal and parking lot cleaning
- Daily dock inspection to include customer owned boat and lifts.
- Daily cleaning and removal of spider webs and bird nest to included long term spider control.
- Damage to "A" dock still in process at MDI. They have begun welding the replacement sections. Still pending update from MDI.
 - "A" dock requires replacing two 10' sections and adding ¼" plate stiffening ribs.



Public Utilities

8 Morgan's Point Blvd | Morgan's Point Resort, TX 76513
jesse.measles@mptx.us (254)534-2405

To: Honorable Mayor Dennis Green and City Council
From: Jesse Measles, Director of Utilities
Date: January 9, 2024
Subject: Public Utilities Department Monthly Update

December 2023

Water

- We replaced a complete service connection on Wrangler Drive.
- We installed a new service connection on Ute Lane.
- We disconnected and removed an unused water main from private lots on Stern.
- We poured concrete to protect valve boxes and replaced broken meter boxes throughout the city.
- We repaired the chlorine injector and a leaking ammonia pump at Pump Station 1.
- We completed 4-occupant change, 6-disconnect, 8-connect, 3-meter information, 2-meter change, and 6-miscellaneous service orders.
- We completed meter reads, 29 re-reads, and 30 lock offs for non-payment.
- We did not flush dead-end mains due to drought contingency plan restrictions.
- We sampled chlorine daily, free ammonia and monochloramines weekly and after any adjustment, submitted six coliform samples and six nitrite / nitrate samples for the month. All with good results.

Wastewater

- We clean, service, monitor, and adjusted our treatment system according to schedule.
- We treated a daily average of 6,825 gallons for the month.
- Our weekly average sample results were biochemical oxygen demand <2.0 mg/L, total suspended solids <2.0 mg/L, and our lowest dissolved oxygen level was 7.6 mg/L for the month.
- We completed and submitted our monthly Discharge Monitoring Reports as required by the E.P.A. and the T.C.E.Q.

Swimming Pool

- We maintained the pump and filter system and chemical feed system.
- We replaced the float valve that maintains the water level in the pool.

CITY OF MORGAN'S POINT RESORT – POLICE DEPARTMENT

MATTHEW D. SCHUETZE, CHIEF OF POLICE



MONTHLY PROGRESS REPORT – DECEMBER 2023

INTRODUCTION & HIGHLIGHTS

The amount of Calls for Service for the month increased slightly from the previous month. The amount of traffic stops conducted by the department decreased slightly from the previous month which resulted in a decrease in the amount of warnings and citations issued. The amount of reports generated increased slightly from the previous month and in correlation the amount of arrests also decreased from the previous month.

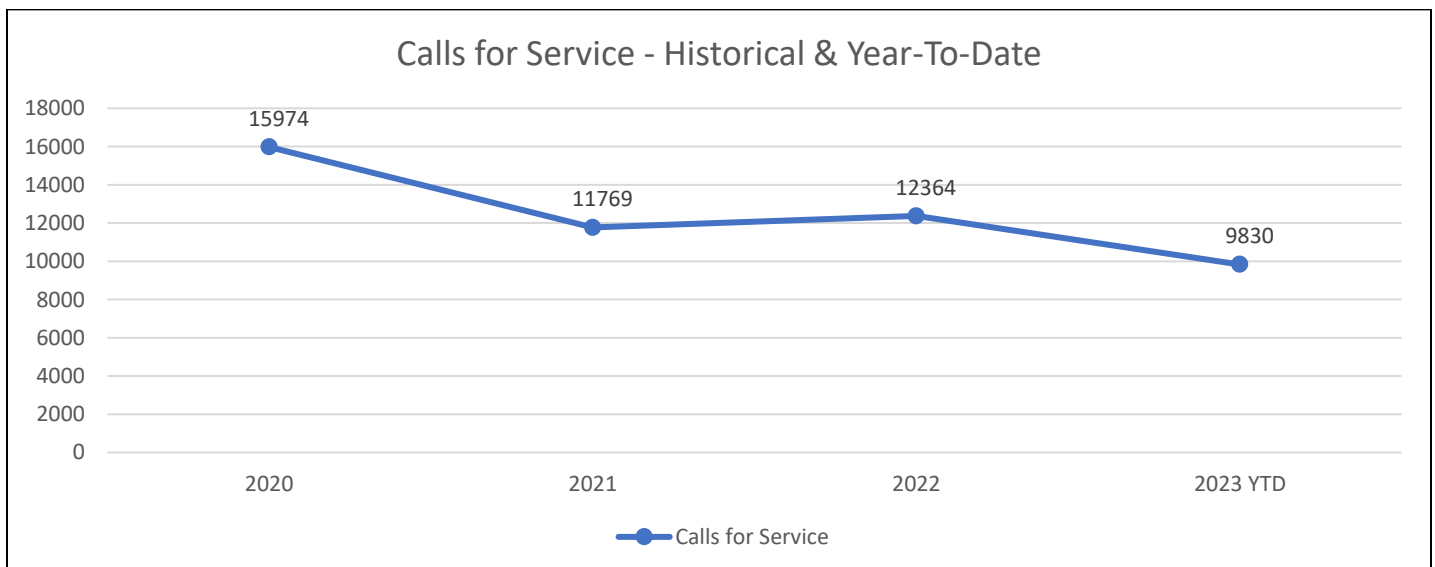
We have some staff, equipment, and project updates (Pages 3) to highlight.

Please continue to read through our report for more details.

DEPARTMENT STATISTICS

	Current Month	Previous Month	% Change
Calls for Service*	757	722	4.84765% increase
Average Response Time (P3 and above events)	4.13 Minutes	4.02 Minutes	2.73632% increase
Traffic Stops	183	271	32.4723% decrease
Citations	54	70	22.8571% decrease
Warnings	125	196	36.2245% decrease
Reports	26	24	8.33333% increase
Arrests	10	15	33.3333% decrease
Reserve Officer Hours	87	10	770% increase

Note: These statistics represent reported and self-initiated 'Calls for Service' and not verified offenses. Detailed statistics are attached at the end of this report.

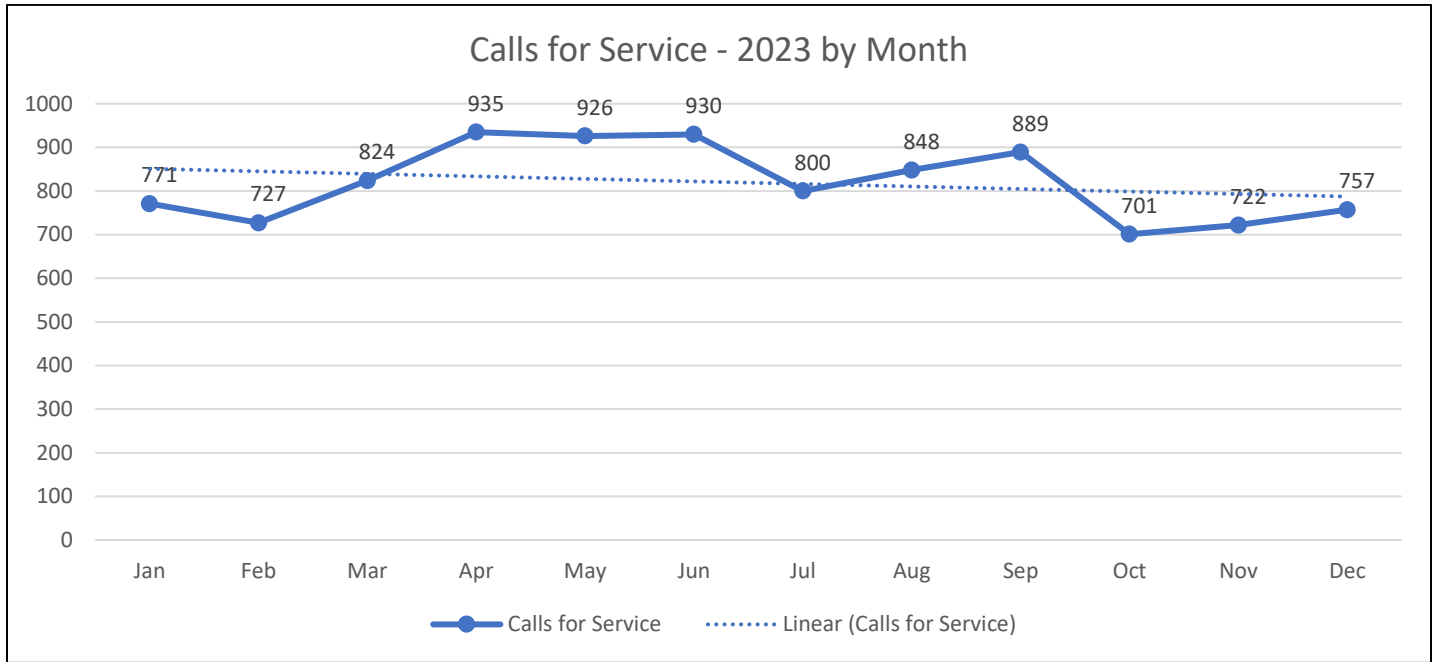


CITY OF MORGAN'S POINT RESORT – POLICE DEPARTMENT

MATTHEW D. SCHUETZE, CHIEF OF POLICE



MONTHLY PROGRESS REPORT – DECEMBER 2023



OFFENSES AND REPORTS

During the month, our department had the following incidents or offenses that were documented:

OFFENSE TYPE / TITLE	COUNT
ASSAULT CAUSES BODILY INJ - IBR 13B	2
ASSIST ANOTHER AGENCY	2
CITY WARRANT FOR OTHER AGENCY	2
CRIMINAL TRESPASS	2
CRIMINAL WARRANT ARREST FOR OTHER AGENCY	1
DEATH INVESTIGATION	2
DRIVING WHILE LICENSE SUSPENDED REVOKED CANCELED OR DENIED	1
FALSE ALARM OR REPORT	1
FAMILY VIOLENCE	1
INFORMATION ONLY	2
INVESTIGATION OF ANIMAL BITES	1
POSSESSION MARIJUANA UNDER 2 OUNCES	2
POSSESSION OF TOBACCO BY MINOR	1
RESISTING ARREST OR SEARCH	1
THEFT (FELONY)	1
THEFT FROM A PERSON	1

CITY OF MORGAN'S POINT RESORT – POLICE DEPARTMENT

MATTHEW D. SCHUETZE, CHIEF OF POLICE



MONTHLY PROGRESS REPORT – DECEMBER 2023

THEFT MISDEMEANOR OTHER NOT SPECIFICALLY CLASSIFIED	1
THEFT OF ONE FIREARM	1
VIOLATION OF MAGISTRATES ORDER	1
TOTAL REPORTS:	26

STAFF, EQUIPMENT, AND PROJECT UPDATES

We held a joint award and promotion ceremony with the Fire Department. We want to congratulate the following officers for their accomplishments: Joshua Boersma was awarded Officer of the Year, Matthew Thompson was awarded a Commendation, and Travis Anderson was awarded a Community Service Award. Michael Nipper, Gus McMillen, and Matthew Thompson were recognized for achieving Master Peace Officer certification. Eric Vazquez was recognized for achieving Advanced Peace Officer certification. Joshua Boersma and Eric Vazquez were both awarded a Pheonix Award for saving a life.

With budget funding, the department planned to re-paint three (3) of our 2020 Ford Police Interceptor Utility vehicles from white to black to match the newest Tahoes we purchased during last fiscal year. We are pleased to announce that those vehicles have been painted and are awaiting graphic installation in the upcoming month.

Department Personnel:

Name	Rank	TCOLE Certification	Tenure with City	Total Time as Peace Officer
Matthew Schuetze	Chief of Police	Master	12 Years, 4 Months	17 Years, 2 Month
Todd Hodge	Sergeant	Advanced	9 Years, 1 Month	10 Years, 4 Months
Gus McMillen	Officer	Master	15 Years, 10 Months	15 Years, 10 Months
Joshua Boersma	Officer	Intermediate	4 Years, 5 Months	4 Years, 8 Months
Michael Nipper	Officer	Master	14 Years, 9 Months	18 Years, 6 Months
Matthew Thompson	Officer	Master	12 Years, 8 Months	12 Years, 8 Months
Kyle Newsom	Officer	Advanced	7 Years, 7 Months	7 Years, 7 Months
Eric Vazquez	Officer	Advanced	10 Months	6 Years, 1 Month
Travis Anderson	Officer	N/A	10 Months	10 Months
Raul Vidro	Corporal	Advanced	14 Years, 7 Months	14 Years, 9 Months

Total Combined Service Time to City: 92 Years, 11 Months

Total Combined Peace Officer Experience of Department: 107 Years, 9 Months

CITY OF MORGAN'S POINT RESORT – POLICE DEPARTMENT

MATTHEW D. SCHUETZE, CHIEF OF POLICE



MONTHLY PROGRESS REPORT – DECEMBER 2023

Departmental Vehicles:

Unit Number	Year	Mileage	Make / Model	Assigned To
1501	2019	49,586	Chevrolet Silverado 1500	Matthew Schuetze
1502 (K9)	2015	96,676	Ford Interceptor Utility	Michael Nipper
1503	2020	39,750	Ford Interceptor Utility	Todd Hodge
1504	2020	35,844	Ford Interceptor Utility	Gus McMillen
1505	2017	76,442	Ford Interceptor Utility	Travis Anderson
1506	2023	3,148	Chevrolet Tahoe 9C1	Joshua Boersma
1507	2020	40,955	Ford Interceptor Utility	Matthew Thompson
1508	2023	4,545	Chevrolet Tahoe 9C1	Kyle Newsom
1509	2019	76,605	Ford Interceptor Utility	Eric Vazquez
1515	2014	122,603	Chevrolet Tahoe	-
1517	2014	110,498	Chevrolet Tahoe	-
1532	2008	102,813	Ford F-150	Jay Montgomery

Respectfully submitted,

Matthew D. Schuetze

Matthew D. Schuetze, AAS-CJ
Chief of Police

Attachments: Agency Monthly Report from Bell County Communications (4 Pages)

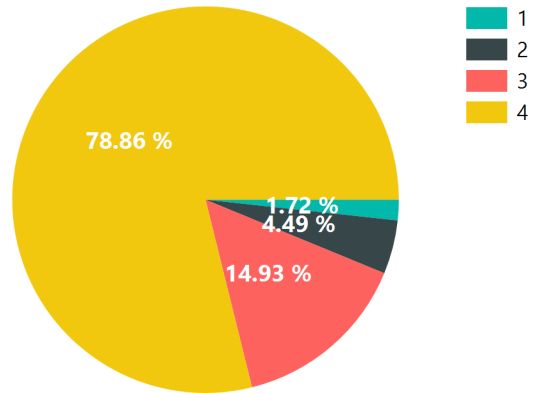
Monthly Report - MPPD

Previous Month



Event Priority	Event Count
1	13
2	34
3	113
4	597
Total	757

Event Priority



Event Priority	Response Time	Start To Add Time	Add To Disp Time	Disp To En Rte Time	En Rte To Arv Time	Arv To Close Time
1	154	38	70	24	160	3788
2	185	44	93	33	206	968
3	260	54	97	65	378	1212
4	0	0	0			354

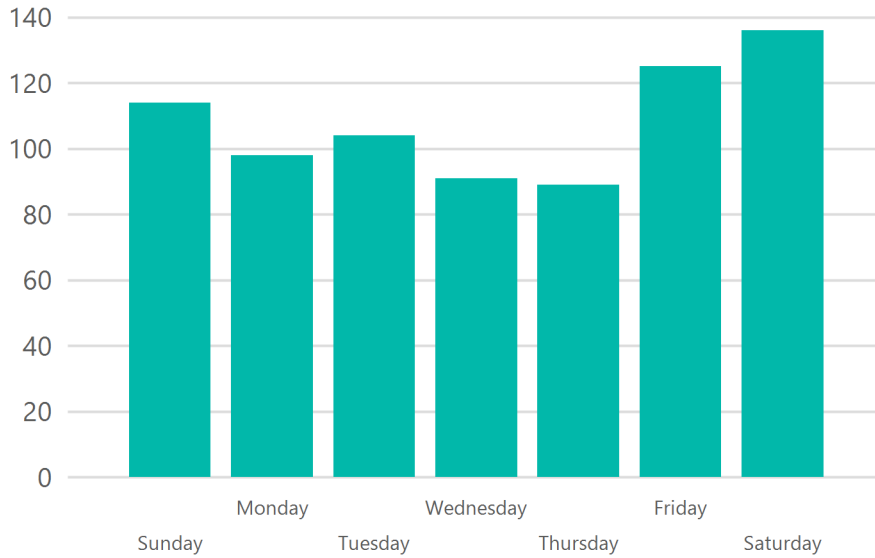
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Monthly Report - MPPD

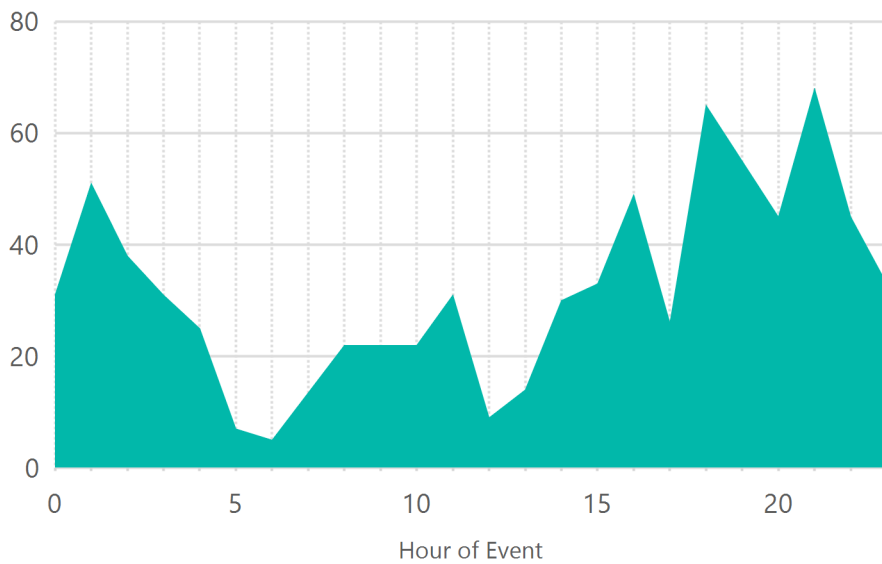
Previous Month



Event Counts by Day of Week



Event Counts by Hour of Day (24 hour)



Monthly Report - MPPD

Previous Month



Event Counts by Type

	Event Type	Event Count
BUILDING CHECK		194
TRAFFIC STOP		183
HOUSE WATCH		95
AREA CHECK		73
CITIZEN CONTACT		45
MEET WITH COMPLAINANT		22
ANIMAL		15
SUSPICIOUS		13
ESCORT		12
ASSIST OTHER AGENCY		8
FALLS		7
ALARM		7
911		7
VIOLATION CITY/CNTY ORDNANCE		6
PSYCHIATRIC/ABNORMAL BEHAVIOR/SUICIDE ATTEMPT		5
ADMIN DUTIES		5
ASSAULT/SEXUAL ASSAULT		5
SICK PERSON		4
TRAFFIC/TRANSPORTATION ACCIDENTS		4
DISABLED VEHICLE		4
THEFT		4
WELFARE CONCERN		3
RUNAWAY		3
LOOSE LIVESTOCK		2
WARRANT SERVICE		2
OPEN DOOR/WINDOW		2

Monthly Report - MPPD

Previous Month



SHOTS FIRED	2
CARDIAC OR RESPIRATORY ARREST/DEATH	2
STROKE	2
ABDOMINAL PAIN/PROBLEMS	2
ATTEMPT TO LOCATE	1
REPOSSESSED VEHICLE/ARTICLE	1
BURGLARY OF A HABITATION	1
VEHICLE ON FIRE	1
HEART PROBLEMS /A.I.C.D.	1
PEDESTRIAN STOP	1
CRIMINAL TRESPASS	1
HEMORRHAGE/LACERATIONS	1
CHEST PAIN (NON-TRAUMATIC)	1
STRUCTURE FIRE	1
GRASS BRUSH WILDLAND	1
RECKLESS DRIVER	1
MINOR IN POSSESSION	1
FORGERY	1
UNCONSCIOUS/FAINTING (NEAR)	1
TRAFFIC HAZARD (DEBRIS ETC)	1
TERRORISTIC THREAT	1
	2
Total	757

Morgan's Point Resort Economic Development Corporation

8 Morgan's Point Blvd. Morgan's Point Resort, Texas 76513

Linda Bridges, President
Jason Johnson, Vice President
Debbie Bates, Treasurer
Terry Harrah, Secretary

Mike Fletcher, Member
Christina Venegas, Member
Scott Fournier, Member
Dennis Green, Ex officio

(All Morgan's Point Resort Volunteers)

December 27, 2023

RE: Retirement of EDC Directors
Appointment of EDC Director

Dear Mayor Green and members of the MPR City Council.

As of December 31, 2023, three MPR EDC Directors will be retiring from the Board of Directors- Mike Fletcher, Debbie Bates and Christina Venegas.

At our December 27, 2023 Regular Board meeting, the MPR EDC Board of Directors unanimously voted to accept Greg Weisman as a Director to serve a two year term (expires 12.31.25).

Per our bylaws, the MPR EDC is requesting MPR City Council approval for Greg's appointment.

Thank you,



Linda Bridges
EDC President

Enc. Greg Weisman application

Morgan's Point Resort Economic Development Corporation
Board of Directors Application

Name Greg Weisman Phone number 925-813-4038
Address 1 Ridgewood Dr
Email Gregory-weisman@yahoo.com

Briefly describe why you would like to join our Board of Directors.

I fell in love with MPR a little over 3
years ago when we moved here with my family.
I have worked with several small communities
in my career and I understand what a precious
commodity maintaining can be.

Which of your skills would be beneficial to the Board of Directors?

I have been a small business owner and
I have been in sales for over 2 decades
For the last 9 years I have worked with
local governments and school districts.
I also have experience in locating and
writing grants.

Signature  Date 12/26/23

RESOLUTION 2024.01

A RESOLUTION OF THE CITY OF MORGAN’S POINT RESORT, BELL COUNTY, TEXAS, APPOINTING 1 (One) MEMBER AS DIRECTOR TO THE ECONOMIC DEVELOPMENT BOARD.

WHEREAS, due to retiring of three MPR EDC Directors, Mike Fletcher, Debbie Bates and Christina Venegas

WHEREAS, the Economic Development Board has recommended the appointment of *Greg Weisman* as a Director to serve the 2-year term,

WHEREAS, *Greg Weisman* has expressed a desire and willingness to serve this position on the Board and is willing to accept the appointment.

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

Section 1. *That the matter and facts recited in the preamble hereof are found and determined to be true and correct.*

Section 2 . *GREG WEISMAN has been appointed to serve as a Board Director on the Economic Development Board, with term beginning in JANUARY and term ending December 31, 2025.*

PASSED AND APPROVED THIS _____ DAY OF _____ 2024, BY ___ (ayes) to ___(nays) with no 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, Texas

ATTEST:

Camille Bowser, City Secretary
City of Morgan’s Point Resort, Texas

Neal Potts, City Attorney
City of Morgan’s Point Resort, Texas



City Council Agenda Item Form

Date Submitted: 1/2/2024
Agenda Date Requested: 1/9/2024

Agenda Item Title: 7b
Discuss and Consider
Road Study
Funds Required: UNKNOWN
Funds Available: _____

Council Action Requested:
 Ordinance
 Resolution
 Motion
 Discussion

Agenda Item Summary:
As requested at the December council meeting, Cobb Fendley has preliminarily contracted with a geotech firm to complete a road study and prioritization of road repairs thorough the city.
Action is required to enter into an amended agreement with Cobb Fendley to pay for this study.
Additional Information will be provided prior to, or at, the council meeting.



City Council Agenda Item Form

Date Submitted: 1/2/2024
Agenda Date Requested: 1/9/2024

Agenda Item Title: 7c
Discuss and Consider
Interim City Management Services
Funds Required: Varied Amounts Proposed
Funds Available: _____

Council Action Requested:
 Ordinance
 Resolution
 Motion
 Discussion

Agenda Item Summary:
As requested at the December council meeting, the Central Texas Council of Governments (CTCOG) and Clear Career Professionals have provided presentations on services and costs for Interim City Management services.
Action is required to select either CTCOG or Clear Career Professionals to provide these services.
Costs for Clear Career Professionals are \$75 per hours billed in 30 minute increments.
*This fee does not include the cost of housing, meals, or travel time/expenses
CTCOG costs originally started at \$25,000 for a 3 month period with a one month extension for an additional \$5,000. The amended ILA realizes a total cost of \$80,000 , which includes the previous approved \$30,000 and \$50,000 for the period of January 15, 2024 through May 15, 2024.

Clear Career Professionals, LLC

Proposal to Provide Professional Interim Services

Morgan's Point Resort City Manager Position



Kent Myers, Vice President
3000 Custer Rd #270191
Plano, TX. 75075
(830) 998-4101
kent@clearcareerpro.com

INTERIM CITY MANAGER SERVICES

Clear Career Professionals will provide a highly qualified Interim City Manager for the following hourly fee of:

\$75.00 per hour billed in 30 minute increments.

*This fee does not include the cost of housing, meals, or travel time/expenses.



**CENTRAL TEXAS COUNCIL OF GOVERNMENTS
INTERLOCAL AGREEMENT FOR CITY MANAGER SERVICES
(AMENDED)**

THE STATE OF TEXAS, COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS

This interlocal agreement (ILA) 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 MORGAN’S POINT.

WITNESSETH

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

A G R E E M E N T

Article 1. ILA Period

This ILA becomes effective when fully executed by all parties hereto and authorizes reimbursement for City Management activities performed **from September 15th, 2023**, to termination upon MORGAN’S POINT ’s final approval of work completed by CTCOG or on or about **December 15th, 2023**, unless otherwise terminated or modified as hereinafter provided.

AMENDMENT: Extension approved through January 15, 2024.
AMENDMENT: Extension approved through May 15, 2024.

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.

MORGAN’S POINT shall provide assistance as appropriate and as specified in said attached scope of work, including approval of all work.

Article 3. Compensation

The maximum amount payable under this ILA for Interim City Manager services shall not exceed the amount of **\$25,000**. MORGAN’S POINT may make partial proportionate payments of the amount based on the amount of work completed by CTCOG.

AMENDMENT: Additional \$5,000 for 30 day extension. Amended not to exceed the amount of \$30,000.

AMENDMENT: Additional \$50,000 for an additional extension through May 15, 2024. Amended amount not to exceed updated to reflect a total of \$80,000. At the closing of the contract any difference between the amount billed and total contract cost will be paid to CTCOG to cover any costs associated with providing this service that are realized after the contract has ended.

Article 4. ILA Amendments

Significant changes in the terms and conditions of this ILA 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 MORGAN'S POINT.

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 ILA and constitutes additional work, CTCOG shall promptly notify MORGAN'S POINT in writing. In the event that MORGAN'S POINT finds that such work does constitute additional work, MORGAN'S POINT shall so advise the consultant and provide compensation for doing the work on the same basis as the original work or MORGAN'S POINT 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 ILA period specified in Article 1.

Article 6. Changes in Work

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

If MORGAN'S POINT 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 MORGAN'S POINT from all claims and liability due to the acts or omissions of CTCOG, its agents or employees. The CTCOG also agrees to save harmless MORGAN'S POINT from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by MORGAN'S POINT 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 MORGAN'S POINT from and against all claims, demands and causes of action of every kind and character brought by any employee of CTCOG against MORGAN'S POINT 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

MORGAN’S POINT 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, MORGAN’S POINT 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 MORGAN’S POINT 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 MORGAN’S POINT 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

MORGAN’S POINT may terminate this ILA 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 ILA. MORGAN’S POINT 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 ILA agree that the continuation of the ILA 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 ILA, 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 MORGAN’S POINT, be delivered to MORGAN’S POINT with no restriction on future use.

MORGAN’S POINT shall compensate CTCOG for those eligible expenses incurred during the ILA period which are directly attributable to the completed portion of the work covered by this ILA, provided that the work has been completed in a manner satisfactory and acceptable to MORGAN’S POINT. 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 ILA 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.

Article 15. Remedies

Violation or breach of ILA terms by CTCOG shall be grounds for termination of the ILA, and any increased cost arising from CTCOG’s default, breach of ILA, 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.

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 ILA, 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 MORGAN’S POINT with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

MORGAN’S POINT 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 MORGAN’S POINT 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 ILA, all documents prepared by CTCOG or furnished to CTCOG by MORGAN’S POINT shall be delivered to and become the property of MORGAN’S POINT. All sketches, photographs, calculations, and other data prepared under this ILA shall be made available, upon request, to MORGAN’S POINT 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 ILA and that he has full and complete authority to enter into this ILA 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 ILA or will be able to obtain such personnel from sources other than MORGAN’S POINT.

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 MORGAN’S POINT, 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

MORGAN'S POINT

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

Dennis Green, Mayor
City of Morgan's Point Resort
8 Morgan's Point Blvd.
Belton, TX 76513

ATTEST:

ATTEST:

Uryan Nelson
Director, CTCOG

Camille Bowser
City Secretary, Morgan's Point Resort

APPROVED AS TO FORM



City Council Agenda Item Form

Date Submitted: 1/2/2024
Agenda Date Requested: 1/9/2024

Agenda Item Title: 7d
Discuss and Consider
City Manager Recruitment Process
Funds Required: Cost Varies
Funds Available: _____

Council Action Requested:
 Ordinance
 Resolution
 Motion
 Discussion

Agenda Item Summary:
As requested at the December council meeting, the Central Texas Council of Governments (CTCOG) and Clear Career Professionals have provided presentations on services and costs for City Manager Recruitment activities.
Action is required to select either CTCOG or Clear Career Professionals to provide these services.
Clear Career Professionals will present and answer questions on their proposal.
Fixed fee of \$16,000
CTCOG will present and answer questions on their proposal.
Fixed fee of \$18,000

Clear Career Professionals, LLC

Proposal to Provide Professional
Executive Search Services for the

Morgan's Point Resort City Manager Position



Kent Myers, Vice President
3000 Custer Rd #270191
Plano, TX. 75075
(830) 998-4101
kent@clearcareerpro.com

WHY CHOOSE US?



PROFILE

Clear Career Professionals is a Texas-based firm comprised of 12 professionals dedicated to leading executive recruitments in collaboration with local governments in Texas and Arkansas. The recruitment process is synergistically managed by our team, drawing upon their rich experience and insights.

APPROACH

Clear Career Professionals (Clear) is customer service-oriented and committed to recruiting qualified, diverse applicants. Our approach is collaborative, customized, and relationship based. As former city managers, we understand the executive search process and how selecting a city manager can enhance the organizational culture. We are passionate about public service and inclusion. We focus on getting to know your city and your community. We will strive to match qualified candidates to the unique attributes of the organization and the community.

OUR NETWORK

As former city managers and candidates ourselves, we understand the hiring process and how it can impact the candidate. At Clear Career Professionals we treat every candidate as our customer. We communicate with them weekly to keep them updated throughout the process. We have developed deep relationships across the government sector and understand how to attract top candidates. We are connected to modern, accomplished, qualified public managers, both directly and indirectly through our extensive network. We have worked with many of them as colleagues. Most importantly, we are committed to attracting diverse, inclusive candidates that are underrepresented in many executive search processes. We work closely with chapters of Women Leading Government, Historic Black Colleges and Universities, along with similar organizations and institutions to continually grow diversity in executive leadership.

We also know the newsletters, publications, social media, and websites these professional candidates subscribe to and utilize them in the search process.

Finally, because of our lengthy and direct experience in the public sector, we are also able to streamline the selection process and reduce costs.

RECRUITMENT TIMELINE

Clear Career Professionals will customize a search process that best serves your specific goals and objectives.

Search Foundation - 1 Week

- Meetings with city staff and council members
- Meetings with community stakeholders
- Determine Selection Criteria
- Create Candidate Profile
- Develop Position Description

Search Strategy - 3-4 Weeks

- Create Recruiting Brochure
- Outreach to Network
- Regional & National Postings

Identify Top Candidates - 2 Weeks

- Screen Candidates
- Virtual Semi-Finalist interviews
- Recommend Semi-Finalists

Verify & Check Finalists - 1-2 Weeks

- Reference Reports
- Background Checks
- Academic Verifications

Interview & Hire - 1-2 Weeks

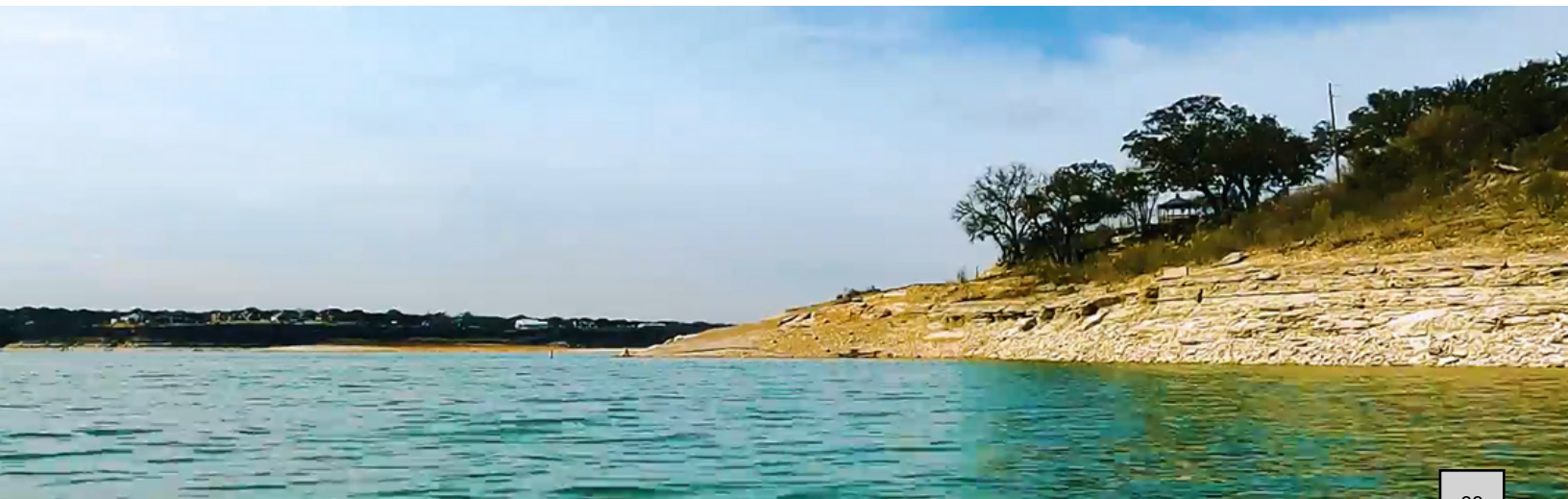
- Set Up & Confirm Interviews
- Facilitate Finalist Interviews
- Assist with Finalist Selection

STEP 1: SEARCH FOUNDATION

The first and most important part of our process is getting to know you and your community. In our experience, we know finding the next leader for an organization is not a one-size-fits-all approach. Our process is focused on developing a community profile and finding the best candidate. As former public executives, we understand how important it is to know your community and to have a complete, professional, and thorough process. We structure time to spend in your community to experience its amenities, economy, and people. We also devote time meeting with your staff to gain an understanding of your organizational culture.

We initiate the information-gathering process through extensive in-person interactions. This includes meetings and discussions with city employees, department directors, and key community stakeholders. Additionally, we emphasize engagement with the Mayor and City Council, to ensure a comprehensive understanding of your organization's needs.

During these meetings, we delve into various aspects, including the background, professional experience, desired management and leadership qualities for the position in question. We collaborate closely with you to gain deep insights into the position's prerequisites, existing challenges, strategic priorities, organizational culture, and expectations. The insights obtained from these interactions, combined with our analysis of available resources, serve as the foundation for crafting selection criteria, a comprehensive position description, and a candidate profile. These documents are prepared in advance to enhance the recruitment process.



STEP 2: SEARCH STRATEGY

Working hand-in-hand with you, we devise a robust outreach strategy to notify potential candidates of the open position. Our aim is to orchestrate an inclusive recruitment that attracts a diverse and talented array of seasoned professionals. Our recommended search approach encompasses national, state, regional, and local dimensions.

Leveraging Our Network

At the heart of our strategy lies our expansive network of city management professionals. Notably, we know qualified candidates who are actively exploring new opportunities and can be engaged through our advertising efforts. A pivotal tool in our arsenal is the detailed recruitment brochure, which augments all our networking and publicity initiatives. This brochure not only encapsulates the candidate profile, as defined in the preliminary stage but also offers insights into the city's challenges and priorities. It also positions your community as an enticing locale for both living and professional growth.

Engaging with ICMA, TCMA & Professional Associations

Drawing upon our years in public sector leadership, we actively engage with esteemed bodies like the International City/County Management Association (ICMA) and the Texas City Management Association (TCMA). These associations maintain an active membership comprised of the experienced professionals you are seeking. City management stalwarts usually associate with one or both, marking them as primary resources for industry professionals scouting for new roles. As active members of these organizations, we are adeptly connected with their leadership, and vast networking capabilities.

Furthermore, our extensive affiliations span organizations such as the Women's Leadership Institute, Texas Women Leading Government, and Historically Black Colleges and Universities (HBCUs). To target in state and local prospective candidates, our proactive recruitment process includes collaborating with the Texas Municipal League (TML) and Regional TCMA associations. Clear Career Professionals actively engages and maintains a presence across various social media platforms to effectively advertise your recruitment brochure.

STEP 3: IDENTIFY TOP CANDIDATES

Once the custom search strategy and marketing tools gain your approval, we swiftly commence the search, prioritizing our established network as our initial point of contact. We will systematically process and categorize all candidate packets based on the delineated rating criteria. This ensures the assembled candidate pool aligns well with the desired skills and backgrounds.

We keep the city informed with our weekly progress reports detailing the evolution of the candidate pool. Additionally, comprehensive details of all candidates will be meticulously maintained for record-keeping and will be shared with you at the process's conclusion. Every candidate who submits a resume receives a prompt acknowledgment, with a timeline of the recruitment process. We believe regular and consistent communication is key. Each candidate is updated weekly about the ongoing recruitment stages and their current status within it. Our screening approach hinges on the pre-established position criteria. When the position closes to new candidates, we present to you a list of 6-8 recommended semi-finalists.

Semi-finalists undergo an interactive video storytelling interview, allowing them to chronicle their public service journeys. This immersive format not only reveals their career trajectory but also provides a window into their personality and leadership ethics. It aids in gauging their spontaneous responses and offers insights into both their personal and professional demeanor.

Our comprehensive semi-finalist report, provided to you, will encapsulate all marketing materials, a master list of applicants, and for each semi-finalist: a cover letter, resume, unique leadership profile, along with their video interview. Upon reviewing this in-depth compilation with you, we'll identify and recommend the finalists for in-person interviews with the selection committee and/or City Council.

STEP 4: VERIFY CANDIDATE BACKGROUND

Item d.

Once you approve of finalists for on-site interviews, our team initiates a thorough background verification process encompassing comprehensive reference checks, background examinations, detailed social media reviews, and academic verifications. A comprehensive report summarizing all findings will be presented to you for thorough review prior to the commencement of finalist interviews and the selection process. This ensures that you have a complete and informed perspective before making the ultimate decision.

For the background checks, we will collect information on the candidates in the following areas:

- City/County/State Criminal
- Federal District Criminal
- City/County/State Civil Litigation
- Employment Verification
- Reference Verification
- Social Media Review
- Federal District Civil Litigation
- Judgement/Tax Lien
- Sex Offender Registry
- Motor Vehicle Driving Record
- Educational Verification
- Professional Association Verification



STEP 5: INTERVIEW AND HIRE

Upon finalizing the candidate verification and assessment, we will collaborate with you to craft the ultimate interview blueprint. Before conducting the interviews, we will furnish you with a comprehensive Final Candidate Report comprised of each finalist candidate's cover letter, resume, unique leadership profile, semi-finalist video interview, and comprehensive background/reference verification report.

Alongside this final report, we'll provide a structured interview manual – encompassing recommended interview questions for your interview panel(s). To ensure seamless execution and uphold the integrity of the interview process, we'll be present to help facilitate the finalist interviews. Our commitment is to create an interview approach that is not only exhaustive but also reflects the mission and vision of your organization.

Involving the community is a vital element of the selection process and provides insight into the pulse of your community. This will be facilitated by hosting a community meet-and-greet, allowing stakeholders ranging from community members to elected officials to connect with the finalists. We also recommend a meeting with executive city staff members and a community tour.

At the conclusion of the selection process, we work with you to notify candidates of the final decision and will confirm final process close out items with you.

AGREEMENT TO USE CITY CONTRACT

We can provide our standard engagement agreement or execute a standard contract form provided by the City if preferred. Clear Career Professionals further acknowledges that our firm maintains, or will acquire, the minimum or greater of the insurance limits required.

AGREEMENT TO COMPLETE PROJECT ACCORDING TO PROJECT SCHEDULE

The timeline provided is a general breakdown of tasks, milestones, and timeframes to support a thorough and successful recruitment process.

This timeline is a suggestion only and we will work with you to finalize and approve an exact timeline.

OVERALL COST AND VALUE OF PROJECT

CITY MANAGER SEARCH:

Clear Career Professionals offers a firm, fixed fee of \$16,000 which includes all our expenses and costs.

The only thing you will pay Clear Career Professionals is the agreed upon fee. This includes costs for professional graphic design, background, and academic verification, and consultant travel and expenses. This means the only other costs you will be responsible for are the costs associated with the candidates' (and spouses, if invited) travel, accommodations, and meals for the interview process.

The advantage to you is you know exactly what you will pay and do not have to worry about reviewing costs associated with the project.

We will bill the fee as the phases are completed and according to the following schedule:

- \$9,000 upon execution of the contract
- \$4,000 upon selection of the group of semi-finalists
- \$3,000 upon selection of final candidate



Kent Myers, Ph.D.

Vice President

Kent Myers, Ph.D., Vice President of Recruitment Services will collaborate with you to develop the recruitment plan and lead the search for your next City Manager.

As a seasoned professional with a 45-year tenure in city management, Dr. Myers brings a wealth of experience and leadership to any organization. Serving as the City Manager of Fredericksburg for a decade, Dr. Myers has established a track record of successful governance and community engagement. His career began as the first City Manager in Converse, Texas, and expanded to include City Manager positions in Casa Grande, Arizona; Hot Springs, Arkansas; and Port Angeles, Washington.

In 2021, Dr. Myers received a Ph.D. in Leadership Studies from Our Lady of the Lake University. Committed to community service, he actively participated in the Fredericksburg Morning Rotary Club and has been honored with the National Service to Youth Award from the Boys and Girls Clubs of America. Dr. Myers' dedication extends to education, where he served as the Manager in Residence (MIR) at the University of Texas at San Antonio for seven years. Recognized for his exceptional mentorship, Dr. Myers received the TCMA Mentor of the Year Award, showcasing his commitment to developing the next generation of leaders. As Past-President of the Texas Public Power Association (TPPA), he has demonstrated strategic leadership in the public sector.

Throughout his career, Dr. Myers played a pivotal role in hiring numerous department directors, contributing to the recruitment of highly qualified professionals in public works, planning, finance, police, and fire departments across various cities. As Vice President of Recruitment for Clear Career Professionals, Dr. Myers has lead the search for City Manger positions of Kerrville, Murphy, Kemah, and other cities. Dr. Myers is poised to bring his extensive expertise, strategic vision, and community-oriented approach to your recruitment, continuing to make a positive impact on local governance and leadership development.

Education

Bachelors in Criminal Justice
University of Texas
Arlington, Tx

Master of Public
Administration
Texas Christian University
Ft. Worth, Texas

Ph.D. Leadership Studies
Our Lady of the Lake
University
San Antonio, Texas

Professional Affiliations

ICMA, TCMA, ICMA Taskforce
on job hunting handbook,
TCMA Public Policy
Committee, TCMA Ethics
Trainer, TPPA Past President,
Arkansas Municipal League





Michael Boese, MPA

President

Michael Boese, MPA, is a dedicated professional with a distinguished 24-year career in local government. Commencing his journey in 1999 with the Plano Police Department, Michael progressively advanced through various management and executive roles in the cities of Plano, Venus, Keene, and Wimberley. During his tenure in Plano, Michael demonstrated leadership as the commander of the Professional Standards Unit. In this capacity, he orchestrated the development and implementation of a comprehensive recruiting and selection plan, notably organizing a nationally recognized annual Women in Law Enforcement recruiting event. This initiative underscored Michael's commitment to fostering diversity.

Michael's career reached new heights when he assumed the role of Chief of Police for the City of Venus, Texas. Soon thereafter, his leadership led to a dual appointment as the city manager and chief of police, showcasing his ability to navigate complex administrative responsibilities. His executive journey continued with roles as a city manager for the cities of Keene and Wimberley, Texas, amassing over seven years of experience at the helm as a city manager. Michael's comprehensive understanding of the executive recruitment process was honed through these experiences, solidifying his expertise in organizational leadership. Michael serves as an instructor at (LEMIT) Leadership Command College where he focuses on critical issues in police legitimacy and career development for law enforcement executives.

In 2022, Michael co-founded Clear Career Professionals LLC, a testament to his commitment to making a positive impact on local government. Under his leadership, Clear Career Professionals has successfully led numerous recruitments for municipal organizations of all sizes, providing high-quality services, while ensuring candidates are recognized for their contribution to the profession. Michael is as a dynamic leader, leveraging his wealth of experience to shape the future of local government through strategic recruitment and organizational excellence.

Education

Bachelor of Arts in History
Metropolitan State University
Denver, Colorado

Master of Public Affairs
University of Texas Dallas
Richardson, Texas

Professional Affiliations

TCOLE Master Peace Officer,
ICMA, TCMA, NTCMA, Region
6 & 7 TCMA, GFOA, TPCA,
past member of the Texas
Police Chief's Legislative
Committee, and the
Professional Development
Committee for the Texas City
Manager Association,
Instructor at the Bill
Blackwood Law Enforcement
Management Institute of
Texas (LEMIT) Leadership
Command College



Professional Executive Search Response

City of Morgan's Point Resort

Position: City Manager

January 2024

Proposer

Central Texas Council of Governments

P.O. Box 729, Belton, Texas 76513

254-770-2200/2235/2236

Contact Person(s)

Jim Reed, AICP

CTCOG Executive Director

254-654-1595

Or

Uryan Nelson

CTCOG Planning and Regional Services Director

512-521-6642

Authorized Binding Authority

Jim Reed, AICP

CTCOG Executive Director

Qualifications and Capabilities of the Company

A. Organizational Profile

The Central Texas Council of Governments (CTCOG) is a multi-jurisdictional political subdivision organized under Chapter 391 of the Texas Local Government Code. CTCOG was founded in 1968 by agreement of the seven counties, and cities within those counties, as designated by the Governor of Texas. CTCOG employs a professional staff of 154 professionals and oversees an annual budget of over 78 million dollars.

The Central Texas Council of Governments, CTCOG, intends to use a team approach in response to this recruitment. Although the full assets of CTCOG will be available to fulfill the requirements of the City of Morgan's Point Resort, two primary staff members will be assigned to oversee, and will be directly involved with, the recruitment process for the city.

Jim Reed, AICP – Executive Director

Uryan Nelson – Division Director, Planning and Regional Services

B. Names, Titles, and Qualifications of key personnel proposed for the duration of the contract

1. Jim Reed, AICP currently serves as the Executive Director of CTCOG, a multi-jurisdictional planning agency organized under Chapter 391 of the Texas Local Government Code. As such, CTCOG operates as a political subdivision under similar statute and regulation as Hill Country Transit District (HCTD). Mr. Reed holds a Master's Degree in Regional and Community Planning and is certified by the American Institute of Certified Planners. In his current capacity he manages a budget of over \$78 million annually. Previous Projects Include:

- City of Morgan's Point Resort- Interim City Manager
- Village of Salado- Village Administrator
- Clearwater Underground Water Conservation District (CUWCD) – Management and Staffing

2. Uryan Nelson currently serves as the Director of Planning and Regional Services at CTCOG and as the MPO Director for the Killeen-Temple Metropolitan Planning Organization (KTMPO). Mr. Nelson has over twenty-five years of experience in the public sector in all ranges of government. In his current capacity, he is required to balance many competing interests at CTCOG, and is the Director of two legally separate entities, the Development District of Central Texas (DDCT) and KTMPO. In addition to these roles, he and his staff are responsible for oversight and management of any additional special projects when required. Previous projects include:

- City of Morgan's Point Resort- Interim City Manager
- Belton, Harker Heights, Bell County and Temple Small Business Grant Programs
- City of Rockdale Municipal Development District- Interim Director
- City of Rockdale Municipal Development District- Director recruitment
- Belton- Benefit Cost Analysis Project

C. Cost Proposal

Costs for services associated with recruitment efforts shall be charged using a fixed fee methodology, and the total amount payable for these services shall be \$18,000. The total costs for these services shall be payable in 3 installments using the following increments.

January 31, 2024, \$6,000

February 28, 2024, \$6,000

March 31, 2024, \$6,000

Should the city wish to pay the entire fee up front there will be no penalty or discount of the fee.

D. Strategy

CTCOG proposes providing the two key staff previously listed in the response to conduct this recruitment.

Staff will utilize information provided by the city for the development of a full color recruitment brochure that will be shared across the internet. Internet postings will be made to the City of Morgan's Point Resort Website, CTCOG Website, City Management Association/ Organization sites, as well as any other sites that may be requested by the city or deemed to be appropriate for posting by CTCOG.

The initial recruitment will run for 21 days; following which, CTCOG staff will review materials submitted by applicants. If all materials submitted by applicants meet the requirements referenced in the solicitation, the materials will be compiled and sent to the City Council for further review.

Following the review by the City Council; should applicants be selected for an interview, CTCOG staff will coordinate with the City Council, schedule, and participate in the interviews of selected candidates, which will be held in Executive Session of a City Council public meeting.

If a finalist is selected; the City Council POC will negotiate the salary and start date.

If no candidate is selected from the initial pool of applicants during the first 21 days of the open recruitment process, materials may be used by applicants that submitted materials following that date for consideration.

If at any time during the recruitment process, the City Council would like to revise materials and/ or timeframes, CTCOG will make the revisions accordingly.



City Council Agenda Item Form

Date Submitted: 1/2/2024
Agenda Date Requested: 1/9/2024

Agenda Item Title: 7e
Discuss and Consider Ad Hoc Committee
Council members as Liaisons for Search
Funds Required: N/A
Funds Available: N/A

Council Action Requested:
 Ordinance
 Resolution
 Motion
 Discussion

Agenda Item Summary:
As the city moves forward with the recruitment for the City Manager position it will be beneficial to have 1 or 2 main points of contact for the selected consultant to work with through the process.

This is being brought before the council to determine which council members would serve as the Point(s) of Contact.

Action is needed to appoint 1-3 council members as liasons for the search and have them provide necessary updates to council as required.

If more than 2 council members are appointed, each meeting held by this ad hoc committee would be required to follow Texas Open Meeting Act provisions.



City Council Agenda Item Form

Date Submitted: 1/2/2024
Agenda Date Requested: 1/9/2024

Agenda Item Title: 7f
Discuss and Consider
ILA with CTCOG for Planning and Grants mgmt
Funds Required: \$60,000
Funds Available: _____

Council Action Requested:
 Ordinance
 Resolution
 Motion
 Discussion

Agenda Item Summary:
This would be an amendment to an ILA that MPR had that expired December 31, 2023 for planning
services and would incorporate grant management into the ILA while extending the ILA
through December 31, 2024.

Total cost of the ILA would be not to exceed \$60,000; Only time spent on projects in accordance
with the ILA would be charged to the city.

**CENTRAL TEXAS COUNCIL OF GOVERNMENTS
CONTRACT FOR CONSULTANT SERVICES
AMENDMENT #1**

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 MORGAN’S POINT.

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, CTCOG and MORGAN’S POINT 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 MORGAN’S POINT ’s final approval of work completed by CTCOG or on or about **December 31, 2023**, unless otherwise terminated or modified as hereinafter provided.

Amendment:

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 MORGAN’S POINT ’s final approval of work completed by CTCOG or on or about **December 31, 2024**, 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.

MORGAN’S POINT shall provide assistance as appropriate and as specified in said attached scope of work, including approval of all work.

Amendment:

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.

Article 3. Compensation

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

Amendment:

The maximum amount payable under this contract for the supplemental staff shall not exceed the amount of **\$60,000** MORGAN'S POINT; 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 MORGAN'S POINT.

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 MORGAN'S POINT in writing. In the event that MORGAN'S POINT finds that such work does constitute additional work, MORGAN'S POINT shall so advise the consultant and provide compensation for doing the work on the same basis as the original work or MORGAN'S POINT 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, MORGAN'S POINT will review the work as specified in the approved project description. If MORGAN'S POINT finds it necessary to request changes in previously satisfactorily completed work or parts thereof, CTCOG will make such revisions as requested and directed by MORGAN'S POINT. Such work will be considered as additional work and subject to the requirements established in Article 5.

If MORGAN'S POINT 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 MORGAN'S POINT from all claims and liability due to the acts or omissions of CTCOG, its agents or employees. The CTCOG also agrees to save harmless

MORGAN'S POINT from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by MORGAN'S POINT 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 MORGAN'S POINT from and against all claims, demands and causes of action of every kind and character brought by any employee of CTCOG against MORGAN'S POINT 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

MORGAN'S POINT 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, MORGAN'S POINT 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 MORGAN'S POINT 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 MORGAN'S POINT 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

MORGAN'S POINT 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. MORGAN'S POINT 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 MORGAN'S POINT, be delivered to MORGAN'S POINT with no restriction on future use.

MORGAN'S POINT 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 MORGAN'S POINT. 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:

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:

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 MORGAN'S POINT with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

MORGAN'S POINT 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 MORGAN'S POINT 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 MORGAN'S POINT shall be delivered to and become the property of MORGAN'S POINT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to MORGAN'S POINT 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 MORGAN’S POINT.

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 MORGAN’S POINT, 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

MORGAN’S POINT

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

Dennis Green, Mayor
City of Morgan’s Point Resort
8 Morgan’s Point Blvd.
Belton, TX 76513

ATTEST:

ATTEST:

Uryan Nelson
Director
Central Texas Council of Governments

Camille Bowser
City Secretary
City of Morgan’s Point Resort

APPROVED AS TO FORM

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 Morgan's Point Resort 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 Morgans Point Resort
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 Morgans Point Resort to effectively perform duties.
5. The cost of having CTCOG provide staff planning support will not exceed \$30,000/ annually and will be billed monthly.

SCOPE OF WORK

(Attachment B)

City of Morgan's Point Resort Grant Management Project

1. CTCOG will provide grant management support staff to the City of Morgan's Point Resort for up to 20 hours monthly.
 - a. Staff member(s) will be housed at the CTCOG offices
 - b. Responsibilities will include:
 - i. Tracking and reporting duties associated with current grant awards;
 - ii. Assisting with prioritization of needs requiring grant funding;
 - iii. Searching for funding opportunities that align with the city's priorities;
 - iv. Providing written documentation to the City Manager on potential grant opportunities;
 - v. Applying for grants on behalf of the city for funding opportunities that have been preauthorized by the city council;
 - vi. Monitoring grant progress through the application cycle;
 - vii. If awarded, track, manage, and provide reports as required by the grant terms and conditions;
2. Assigned staff member(s) will attend, and provide reports to the city council as requested, at least quarterly, 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 Morgans Point Resort to effectively perform duties.
5. The cost of having CTCOG provide staff planning support will not exceed \$30,000/ annually and will be billed monthly.



City Council Agenda Item Form

Date Submitted: 1/2/2024
Agenda Date Requested: 1/9/2024

Agenda Item Title: 7g
Discuss and Consider
Establishing Speed Limits
Funds Required: N/A
Funds Available: N/A

Council Action Requested:
 Ordinance
 Resolution
 Motion
 Discussion

Agenda Item Summary:
I have contacted TxDOT and other jurisdictions regarding how best to address speed limits within the city limits of a general law city. Conversations are ongoing and council will be updated when any material information has been received. No action is required at this time.



City Council Agenda Item Form

Date Submitted: 1/2/2024
Agenda Date Requested: 1/9/2024

Agenda Item Title: 7h
Discuss and Consider
Resolution 2024.02
Funds Required: N/A
Funds Available: N/A

Council Action Requested:
 Ordinance
 Resolution
 Motion
 Discussion

Agenda Item Summary:
This request was brought forward by Chief Vaszocz to authorize the City to enter into an ILA to provide and receive mutual aid.
The resolution affirms our dedication to the safety and security of our citizens and authorizes the Interim City Manager to sign the mutual aid ILA.

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF MORGAN’S POINT RESORT, BELL COUNTY, TEXAS, TO ENDORSE THE INTERLOCAL MUTUAL AID AGREEMENT FOR FIRE SERVICES

WHEREAS, the City Council of the City of Morgan’s Point Resort desires to safeguard the health, safety and general welfare of the City and its citizens; and

WHEREAS, The City of Morgan’s Point Resort, Texas (“City”), is a Type A general law city operating pursuant to the laws of The State of Texas, by and through its duly elected council members;

WHEREAS, The City desires to secure the benefits of mutual aid in fire protection for the protection of life and property, emergency medical services, and specialized rescue or hazmat operations; and

WHEREAS, Morgan’s Point Resort Fire-Rescue possesses certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fires and has assigned individuals trained in the use of such equipment; and

WHEREAS, the City has authority to enter into contracts providing for the use of fire trucks and other fire protection, fire-fighting equipment, emergency medical services, or specialized rescue operations for citizens outside of their respective jurisdictional limits; and

WHEREAS, the City is desirous of obtaining additional, secondary service for their citizens in the event of an emergency whereby Morgan’s Point Resort Fire-Rescue would need additional assistance:

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

Section 1. That the matter and facts recited in the preamble hereof are found and determined to be true and correct.

Section 2. The City is authorized to take action in the interest of public safety and to protect its Firefighters, EMS Providers and Citizens from undue exposure to hazards otherwise mitigated or diminished by authorizing the Interim City Manager to endorse the countywide **Interlocal Mutual Aid Agreement For Fire Services**.

Section 3. The City Manager and Council agree that endorsement of the countywide **Interlocal Mutual Aid Agreement For Fire Services** provides relief from the conditions and meet the needs described herein.

PASSED AND APPROVED this 9th day of January, 2024, by ___(ayes) to ___(nays) with no abstentions by a vote of the City Council of the City of Morgan’s Point Resort, Texas.

/s/ Dennis Green, Mayor

Attest:

APPROVED AS TO FORM:

/s/ Camille Bowser, City Secretary

/s/ Neale Potts, City Attorney