



**CITY COUNCIL SPECIAL SESSION  
Monday, February 19, 2024, 6:00 PM**

**CITY HALL LIBRARY - 8 MORGAN'S POINT BOULEVARD**

**1. Call to Order**

**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.*

**3. Agenda**

- a.** Discuss and Consider - 2023 Strategic Work Plan
- b.** Discuss and Consider - City Manager Recruitment

**4. February City Manager Report**

- a.** February City Manager Report

**5. Items for Future Agendas**

**6. City Council Comments**

**7. Adjourn**

I certify that a copy of the \_\_\_2-19-2024\_\_\_ agenda of items to be considered by the Morgan's Point Resort was posted and could be seen on the City Hall bulletin board on the \_\_\_2-16-2024\_\_\_ at 5:00PM and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. I further certify that the following news media were properly notified of the above stated meeting: Belton Journal. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 254-742-3206 for further information.

Camille Bowser, City Secretary



# 2024 Strategic Work Plan

## Introduction

On December 18, 2023, the city council of Morgan's Point Resort gathered at the Central Texas Council of Government's Office to create a 2024 Strategic Work Plan based on the existing 2022-2023 Strategic Work Plan and a planning workshop with department heads held in June 2023.

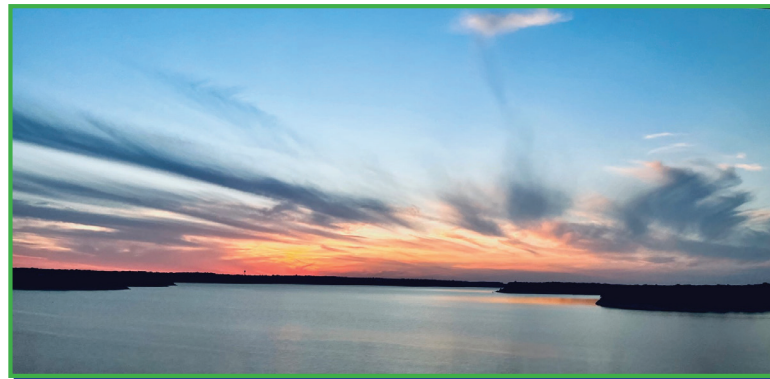
Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC facilitated the planning session. The following are the results of that council planning workshop.

## Mission Statement

To provide charming lakeside living that embodies our blend of nature and opportunity with commitment to community, service, and integrity.

## Vision Statement

The City of Morgan's Point Resort is a vibrant family-oriented lakeside community, rich in local character and educational excellence connected through abundant parks and trails, safe neighborhoods, treasured natural resources, and diverse local commerce.





# 2024 Strategic Work Plan

## Our Mission:

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## Our Vision:

The City of Morgan's Point Resort is a vibrant family-oriented lakeside community, rich in local character and educational excellence connected through abundant parks and trails, safe neighborhoods, treasured natural resources, and diverse local commerce.

## Goals:

1

Financial Integrity  
& Accountability

2

Roads &  
Infrastructure

3

Communication &  
Transparency

4

Enhanced Safety  
& Emergency  
Preparedness



## Core Values of Morgan's Point Resort

- Small-Town Feel
- Safety
- Lake Belton Lifestyle
- Natural Landscape
- Resilient Economy
- Regional Context



## 2024 Goals

### 1. Financial Integrity and Accountability

*To foster financial integrity, transparency, and accountability.*

### 2. Roads & Infrastructure

*To ensure the sustainable maintenance, repair and improvement of roads and other infrastructure.*

### 3. Communication and Transparency

*To build public trust by enhancing open communication channels.*

### 4. Enhanced Safety and Emergency Preparedness

*To adopt and fund relevant safety and emergency preparedness plans.*



## Goal 1: Financial Integrity & Accountability

*To foster financial integrity, transparency, and accountability.*



Strategies & Action Steps	Metric/KPI
1.1 Complete the audits and publish audited financial statements:	
1.1.1 Determine strategy to address FY19 and FY20 audits	<input type="checkbox"/>
1.1.2 FY 20-21 by March city council meeting on March 12, 2024	<input type="checkbox"/>
1.1.3 FY 21-22 by July 9, 2024	<input type="checkbox"/>
1.1.4 FY 22-23 by September 10, 2024	<input type="checkbox"/>
1.2 All balance sheet account reconciliations done monthly-especially cash and receivables by January 31, 2024	<input type="checkbox"/>
1.3 Collection of outstanding citations - develop plan and implement	<input type="checkbox"/>
1.4 Create monthly financial reporting to city council which provides meaningful financial highlights and summaries	<input type="checkbox"/>
1.5 Develop a fixed assets plan & Capital Improvement Plan	<input type="checkbox"/>
1.6 Annual review of water, sewer, marina rates, court fees/costs, and all other city-set rates	<input type="checkbox"/>
1.7 Municipal Judge to present semi-annually to city council on disposition of court cases	<input type="checkbox"/>
1.8 Develop PowerPoint summary for the public for 2023-2024 budget by April 1, 2024	<input type="checkbox"/>
1.9 Evaluate a tax rate exemption and/or freeze for 65+ aged citizens	<input type="checkbox"/>



## Goal 2: Roads & Infrastructure

*To ensure the sustainable maintenance, repair and improvement of roads and other infrastructure.*



Strategies & Action Steps	Metric/KPI
2.1 Inventory and review all existing studies and assessments and post online	<input type="checkbox"/>
2.2 Conduct a Road Study then develop a plan for maintenance and repair of roads and prioritization. Finish the Road Study by December 2024.	<input type="checkbox"/>
2.3 Begin monthly reporting on which roads have been repaired or maintained and other activities of the Maintenance Department by February 2024	<input type="checkbox"/>
2.4 Establish reporting to residents – published - on priority of planned road repairs and maintenance	<input type="checkbox"/>
2.5 Review and evaluate the proposed master plan for the City of Temple - Morgan's Point Resort -"The Pit, "The Four Corners" and SH 317/FM 2483 when completed to determine next steps.	<input type="checkbox"/>
2.6 Consider the Temple/MPR Master Plan in conjunction with the Safe Routes to School grant, e.g., it might make sense to drop in sewer lines to connect with Temple sewer as we are putting in sidewalks.	<input type="checkbox"/>
2.7 Evaluate the functionality and reliability of the wastewater treatment facility and lift station	<input type="checkbox"/>
2.8 Review and approve our new Comprehensive Plan—incorporate into departmental plans, operational goals, and strategic work plans.	<input type="checkbox"/>
2.9 Parks and Recreation:	
2.9.1 Create committee, committee charge/expectations and add strong volunteer leaders	<input type="checkbox"/>
2.9.2 Document their purpose and processes	<input type="checkbox"/>
2.9.3 Update the current Parks Master Plan	<input type="checkbox"/>
2.9.4 Set aside monies for improvements in the 2025 budget based on plan and availability of funds	<input type="checkbox"/>
2.9.5 Initiate meeting with Corps of Engineers to discuss future of the Lake – determine specific objectives for this meeting—what to discuss? lake levels? Long-term lease or other use rights? Rogers Park? Other thoughts?	<input type="checkbox"/>



## Goal 3: Communication & Transparency

*To build public trust by enhancing open communication channels.*



Strategies & Action Steps	Metric/KPI
3.1 Council to develop and adopt a Communication Plan:	
3.1.1 Evaluate the residential, two-way communication tool-chats, other software or MPR411	<input type="checkbox"/>
3.1.2 Timely responses to all residents' communication—no non-responses	<input type="checkbox"/>
3.1.3 Build or customize a new website or hire a consultant to do so	<input type="checkbox"/>
3.1.4 Ensure all departments have updated, relevant information on the website – add the Communications Department after council approval.	<input type="checkbox"/>
3.1.5 Conduct more frequent surveys using various formats to solicit residents' opinions on specific issues before council (paper baseline is 15%, add digital survey component)	<input type="checkbox"/>
3.1.6 Design new information sheets for website to educate public, such as road projects, cost of current/upcoming projects steps for closing a road for an event, etc.	<input type="checkbox"/>
3.1.7 Develop and distribute a Quarterly Newsletter to all citizens and businesses that includes updates on city projects, economic development efforts, grand openings/ribbon cuttings, grants, signage progress, Master Plan process and progress, events around town, fire safety, emergency safety preparedness, and any other items of interest	<input type="checkbox"/>
3.1.8 Use Code Red in Communications Plan	<input type="checkbox"/>
3.1.9 Host at least one Town Hall Meeting before September 30, 2024.	<input type="checkbox"/>
3.1.10 Investigate improved microphone/audio in council chambers	<input type="checkbox"/>
3.2 Collaborate with Planning & Zoning, Parks & Recreation, and EDC on goal prioritization	<input type="checkbox"/>





## Goal 4: Enhanced Safety & Emergency Preparedness

*To adopt and fund relevant safety and emergency preparedness plans.*



Strategies & Action Steps	Metric/KPI
4.1 Determine ADA needs in community and prioritize for 2025	<input type="checkbox"/>
4.2 Develop and adopt a Hazard Mitigation Plan	<input type="checkbox"/>
4.3 Develop and adopt an Evacuation Plan with our regional communities and BISD	<input type="checkbox"/>
4.4 Develop and adopt an Emergency Action Plan with our regional communities and BISD	<input type="checkbox"/>
4.5 Ensure that councilmembers and appropriate staff receive necessary safety/emergency training	<input type="checkbox"/>
4.6 Develop a preparation plan for the Solar Eclipse including regular updates	<input checked="" type="checkbox"/>
4.7 Inform/educate citizens on speeding information such as current speed limits, more speed limit signs, speeding communications campaign, tickets being issued, municipal court enforcement of fines, and investigate successful alternative speed deterrent methods.	<input type="checkbox"/>
4.8 Improve safety signage at dangerous lake spots	<input type="checkbox"/>



# 2024 Strategic Work Plan

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**EMPLOYMENT AGREEMENT FOR EMPLOYMENT AS CITY MANAGER FOR THE CITY OF \_\_\_\_\_, TEXAS**

This Agreement for Employment as City Manager ("Agreement") is made and entered into by and between the City of \_\_\_\_\_, Texas, a municipal corporation ("City"), and \_\_\_\_\_ ("\_\_\_\_\_") to establish and set the terms and conditions of the employment of \_\_\_\_\_ as the City Manager of the City.

**WITNESSETH:**

**WHEREAS**, the City desires to employ the services of \_\_\_\_\_ as City Manager of the City of \_\_\_\_\_, Texas; and

**WHEREAS**, the City Council ("Council") of the City and \_\_\_\_\_ believe that employment agreements negotiated between city councils and City Managers can be mutually beneficial to the City organization, the City Manager, and the community they serve; and

**WHEREAS**, it is the desire of the City and Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of \_\_\_\_\_ as provided in this Agreement; and

**WHEREAS**, the Council and \_\_\_\_\_ believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the City's ordinances and personnel policies, that will uphold the principle of serving at the "will and pleasure of the City Council," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of \_\_\_\_\_ through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City's budget; and

**WHEREAS**, \_\_\_\_\_ desires to accept employment as City Manager of said City of \_\_\_\_\_, Texas, subject to the terms, conditions and provisions agreed to and set forth in this Agreement; and

**WHEREAS**, this Agreement will take full force and effect as of \_\_\_\_\_, subject to Section 20.F. of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants of \_\_\_\_\_ accepting the position of City Manager for the City and other good and valuable consideration, the City and \_\_\_\_\_ agree as follows:

**Section 1. Duties: City Manager.** The Council hereby employs \_\_\_\_\_ as the chief administrative and executive officer of the City to perform the duties and functions

specified in the \_\_\_\_\_ City Charter (Article V-Section 5.01), the City of \_\_\_\_\_ Code of Ordinances, and as the Council shall, from time to time, assign to \_\_\_\_\_ consistent with the intent of this Agreement.

**Section 2. Term of Agreement: At Will Employment.** The term of this Agreement is for a period of three (3) years beginning on \_\_\_\_\_, (the "Commencement Date").

\_\_\_\_\_ shall serve at the will and pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or \_\_\_\_\_, to terminate the services of \_\_\_\_\_, subject to the terms of Section 14 of this Agreement.

**Section 3. Salary.** The City agrees to pay \_\_\_\_\_ an annual base salary, which salary shall initially be \_\_\_\_\_ thousand dollars (\$\_\_\_\_,000.00), payable in installments at the same time as other employees of the City are paid. If, on the one (1) year anniversary of the Commencement Date (\_\_\_\_\_), \_\_\_\_\_ remains in good standing with the City, and the City has not provided in writing to \_\_\_\_\_ notice its intent to terminate \_\_\_\_\_ for cause under Section 14(8) of this Agreement, then the City shall pay to \_\_\_\_\_ a performance incentive payment of five thousand dollars (\$5,000) within fifteen (15) days of \_\_\_\_\_. If, on the two (2) year anniversary of the Commencement Date (\_\_\_\_\_), \_\_\_\_\_ remains in good standing with the City, and the City has not provided in writing to \_\_\_\_\_ notice its intent to terminate \_\_\_\_\_ for cause under Section 14(8) of this Agreement, then the City shall pay to \_\_\_\_\_ a performance incentive payment of five thousand dollars (\$5000) within fifteen (15) days of \_\_\_\_\_. If, on the three (3) year anniversary of the Commencement Date (\_\_\_\_\_), \_\_\_\_\_ remains in good standing with the City, and the City has not provided in writing to \_\_\_\_\_ notice its intent to terminate \_\_\_\_\_ for cause under Section 14(8) of this Agreement, then the City shall pay to \_\_\_\_\_ a performance incentive payment of six thousand dollars (\$6000) within fifteen (15) days of \_\_\_\_\_.

**Section 4. Performance Evaluation.**

A. The Council shall review and evaluate the performance of \_\_\_\_\_ at its own discretion and at least once annually.

B. The Council and \_\_\_\_\_ shall annually define the goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives, following which said goals and objectives shall be reduced to writing.

C. Unless Council and \_\_\_\_\_ mutually agree otherwise, such annual review will be in the anniversary month of \_\_\_\_\_

starting date under this Agreement.

D. Discussion regarding amendments to the Term of Agreement and Salary may be part of the Performance Evaluation.

E. The City and \_\_\_\_\_ agree that a Performance Evaluation shall occur not later than six (6) months prior to end of the term of this Agreement. After the conclusion of this Performance Evaluation, the Council shall promptly notify \_\_\_\_\_ of the City's intent to (1) extend the Agreement for one (1) year at the end of the Agreement's term or (2) not extend or renew the Agreement at the end of the Agreement's term.

**Section 5. Disability, Retirement and Longevity Benefits.**

\_\_\_\_\_ shall be covered and governed by the same disability and retirement system as are all other City employees. Retirement contributions shall be paid as required by the retirement system's plan documents.

**Section 6. Health and Other Insurance.**

\_\_\_\_\_ shall be covered by the same health, dental and vision plans as all other employees, or such plans that are available through City and selected by \_\_\_\_\_.

**Section 7. Automobile.**

\_\_\_\_\_ 's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to \_\_\_\_\_, during the term of this Agreement or any extension thereto, and in addition to other salary and benefits herein provided, the sum of \$\_\_\_\_\_ per year (\$\_\_\_\_\_/month), payable monthly, as a vehicle allowance. \_\_\_\_\_ shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for \_\_\_\_\_ 's exclusive and unrestricted use in the performance of his duties hereunder. \_\_\_\_\_ shall be responsible for obtaining and maintaining at all times while this Agreement is in effect liability, property damage, and comprehensive insurance coverage upon said vehicle and shall be further responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

**Section 8. Leave Benefits.**

All provisions of the City's policies, rules and regulations and applicable fringe benefits, leave, personnel issues and working conditions as they now exist or hereafter may be amended, shall apply to \_\_\_\_\_ as they apply to all other employees of the City; in addition to the benefits enumerated specifically in this Agreement for the benefit of \_\_\_\_\_ herein; provided that vacation, sick leave, and all other benefits which vary according to tenure shall be calculated and granted to \_\_\_\_\_ in accordance with the City's regulations using the Commencement Date as an equivalent original employment date of \_\_\_\_\_.

\_\_\_\_\_ may retain and carry forward vacation leave that has accumulated but has not been used the same as all other City employees. Upon separation from the City any unused vacation time which was earned will be paid to \_\_\_\_\_.

On the Commencement Date, \_\_\_\_\_ shall have credited to his



personal leave balances a beginning balance of 80 hours of vacation leave and 40 hours of sick leave, which he may utilize as provided for in the Personnel Policy.

**Section 9. Dues and Subscriptions.** The City agrees, at its discretion, to budget and to pay for the professional dues and subscriptions of \_\_\_\_\_ reasonably necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

**Section 10. Professional Development.** The City agrees, at its discretion, to budget and pay for the reasonable travel and subsistence for professional and official travel, meetings and occasions adequate to continue the professional development of \_\_\_\_\_ and to adequately pursue necessary official and other functions for \_\_\_\_\_. The City further agree to budget for and pay for the travel and subsistence expenses for \_\_\_\_\_ for short courses, institutes and seminars that are necessary for his professional development and for the good of the City and as reasonably necessary and budget limitations. The City reserves the right to limit such attendance in the event of budget limitations or other priorities it identifies if in the best interests of the City.

**Section 11. Permanent Residency.** \_\_\_\_\_ will establish a residence within a thirty (30) minute commute of the City of \_\_\_\_\_ City Hall within 180 days of the Commencement Date.

**Section 12. Insurance.** The City is a member of the Texas Municipal League Intergovernmental Risk Pool and agrees to maintain such existing insurance coverage or equivalent for the purpose of insurance coverage for City officials acting within the scope of their employment with the City. Nothing in this section shall be construed as limiting the City's authority to reduce the insurance coverage of all City Officials equally based on budgetary or other reasonable considerations.

**Section 13. Hours of Work.** The Council recognizes that \_\_\_\_\_ is expected to engage in the hours of work that are necessary to fulfill the obligations of the City Manager position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. \_\_\_\_\_ acknowledges the proper performance of the duties of the City Manager of the City will require \_\_\_\_\_ to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours.

\_\_\_\_\_ agrees to devote such additional time as is necessary for the full and proper performance of his duties and that the compensation herein provided includes compensation for the performance of all such services.

However, the City intends that reasonable time off be permitted \_\_\_\_\_, such as is customary for exempt employees so long as the time off does not interfere with the normal job responsibilities of the City Manager.

**Section 14. Termination and Resignation.** The parties agree \_\_\_\_\_ serves at the will and pleasure of the Council and the Council, on a majority vote of the Council, may terminate this Agreement and \_\_\_\_\_'s employment with the City of \_\_\_\_\_ subject to the terms and conditions of this Section 14.

**A. Termination Without Cause.** If \_\_\_\_\_ is terminated without cause after the execution of this Agreement and \_\_\_\_\_ is then willing and able to perform all of the duties of the City Manager under this Agreement, then, in that event, the City shall pay to \_\_\_\_\_ a sum equal to twelve (12) months base salary, with such payment to be paid out over time in six (6) equal monthly payments, with the first payment to be paid within fifteen (15) business days of the date of termination and the remaining five (5) equal payments to be paid over the next five (5) consecutive months. No benefits to \_\_\_\_\_ shall accrue, however, during this payout period.

**B. Termination for Cause.** In the event \_\_\_\_\_'s employment is terminated for cause by the Council at any time after this Agreement is executed, the City shall have no obligation to pay any severance or other benefit payments. "For cause" shall mean termination upon: (i) the breach of Section 16 of this Agreement by \_\_\_\_\_; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) breach of fiduciary responsibilities, misfeasance, malfeasance, or gross negligence of \_\_\_\_\_ in the performance or non-performance of his duties; (iv) violations of the City Charter; (v) or violations of the City's personnel policies.

**C. Suspensions.** City may suspend \_\_\_\_\_ pursuant to this paragraph C only. Any suspension of \_\_\_\_\_ inconsistent with the terms of this paragraph C shall be considered a termination within the meaning and context of paragraph A above.

Upon the presentment of a written complaint to \_\_\_\_\_ by the City Council alleging (i) the breach of Section 16 of this Agreement by \_\_\_\_\_; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) misfeasance, malfeasance, or gross negligence of \_\_\_\_\_ in the performance or non-performance of his duties; (iv) violations of any City Charter; or (v) violations of the City's personnel policies, then the City Council may, but is not obligated to, suspend \_\_\_\_\_ with pay for purposes of investigating the allegations presented.

City Council may suspend \_\_\_\_\_ with or without pay upon a finding of (i) the breach of Section 16 of this Agreement by \_\_\_\_\_; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) misfeasance, malfeasance, or gross negligence of \_\_\_\_\_ in the performance or non-performance of his duties; (iv) violations of any City Charter; or (v) violations of the City's personnel policies.

**D. Voluntary Resignation.** If \_\_\_\_\_ terminates this Agreement by voluntary resignation of the position of City Manager, \_\_\_\_\_ shall give the City Council no less than 30 days' notice in writing in advance unless the Council agrees otherwise. In the event \_\_\_\_\_ voluntarily resigns the position of City Manager, the City shall have no obligation to pay \_\_\_\_\_ any amount provided for under this Section 14.

**E. Reduction of Salary and Benefits.** In the event Council at any time during the term of this Agreement reduces the salary, compensation, or other financial benefits of \_\_\_\_\_ in a greater percentage than an applicable across the board reduction of all other employees of the City, or \_\_\_\_\_ resigns following a formal request for his resignation by the Council during a City Council meeting, then, in that event, \_\_\_\_\_ may, at his option, be deemed to be "terminated without cause" at the date of such reduction or upon the request for resignation within the meaning and context of Section 14.A. herein

**Section 15. Cellular Phone and Laptop.** The City shall provide \_\_\_\_\_ with a mobile telephone for both professional and personal use in accordance with any City policies regarding City provided cell phones. The City will also provide \_\_\_\_\_ with an laptop or similar device for city business.

**Section 16. Conflict of Interest.** As the City Manager is the chief administrator of the City, \_\_\_\_\_ agrees not to violate any applicable state or local conflict of interest and anti-nepotism laws, ordinances or policies.

During the Term(s) of *this* Agreement, \_\_\_\_\_ shall not, either individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits or the extraterritorial jurisdiction of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, \_\_\_\_\_ shall, except for a personal residence or residential property acquired or held for future use as \_\_\_\_\_ personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

**Section 17. Indemnification.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify \_\_\_\_\_ from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against \_\_\_\_\_ in \_\_\_\_\_'s individual or official capacity as an employee and as City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of \_\_\_\_\_, as an employee of the City, acting within the course and scope of the \_\_\_\_\_'s employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that \_\_\_\_\_

committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by \_\_\_\_\_. The selection of \_\_\_\_\_'s legal counsel shall be with the mutual agreement of \_\_\_\_\_ and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case \_\_\_\_\_'s right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 17 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 17 shall survive the termination, expiration or other end of this Agreement and/or \_\_\_\_\_'s employment with the City.

**Section 18. Appropriations.** The Council agrees to appropriate available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to, the severance pay, salary and benefits set forth and described herein.

**Section 19. Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor \_\_\_\_\_  
City of \_\_\_\_\_  
\_\_\_\_\_, Texas \_\_\_\_\_

(2) EMPLOYEE: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service or a commercial carrier.

**Section 20. General Provisions.**

**A. Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**B. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. This Agreement is performable in Johnson County, Texas, and venue shall lie exclusively in Johnson County, Texas.

**C. Severability.** In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

**D. Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and \_\_\_\_\_ concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.

**E. Amendment.** This Agreement shall not be modified or amended except by approval of a majority of the Council and executed written instrument by \_\_\_\_\_ and the Mayor of \_\_\_\_\_.

**F. Effective Date.** This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and \_\_\_\_\_.

**G. Counterparts.** This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

**IN WITNESS WHEREOF,** the date this Agreement is made between the two parties, \_\_\_\_\_ and the City, as of the date first written above.

\_\_\_\_\_  
Mayor, City of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary



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

**FROM:** URYAN NELSON – INTERIM CITY MANAGER

**SUBJECT:** UPDATE

**DATE:** 2/13/2024

**CC:** FILE

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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 staff support position has been advertised. We received approximately 15 applications and sent out requests for additional information and writing samples from 5 of those applicants. At this time we have received 4 responses. Interviews for those selected to move forward in the process will begin this week.

**Website Updates:**

Staff and volunteers continue to use our website to share information with the public and council. We are currently working to get a module added to our website that will allow citizens to submit and track the progress of work orders digitally. This will make our process more efficient and effective. We are also working to implement the council discussion board that was referenced at a previous meeting. This will give the council the opportunity to discuss items in a forum open to the public, that is not an official meeting, without violating the Texas Open Meetings Act.

I am also coordinating with our platform provider to get general information in our ordinances updated as well as establish a routing schedule or process to update our ordinances.

**FM2483:**

Staff participated in a kick-off meeting for this project with TxDOT on January 9<sup>th</sup>. During this meeting we discussed multiple items: timeline, staff requirements, other projects that may impact this project.

Currently staff are working on getting all necessary information completed for submission to TxDOT for a draft Advanced Funding Agreement (AFA), and getting Cary scheduled to attend the local government course that TxDOT requires someone on staff has attended. Following the receipt of the draft AFA we will have a better idea of the timeline and can report that information to the council as appropriate. This project must be under construction by October 2026 in order for funds not to lapse and be returned to the state. The TARGET let date (date for the project to be officially funded and work on the project be officially authorized) for this project is January 2025.

**Audit Updates:**

The trial balance for FY21 has been completed and the audit is moving forward. Barring any setbacks, we should expect to have our report no later than the March council meeting. If we receive the audit report prior to this time we can either have a special session for the audit or receive the report at the March council meeting.

**Comprehensive Plan:**

Staff continue to meet with Colliers Engineering on the Comprehensive Plan. At this time, we are reviewing all documentation they have drafted, and next steps will follow the Revised DRAFT Schedule below:

DRAFT Schedule presented at January Council meeting:

January 15 – 26: Draft Comprehensive Plan – Staff Review and Comments Received

January 30 or February 1: Steering Committee Meeting – Plan Overview

February 1 – 7: Steering Committee Comments

February 13: City Council Meeting – Plan Overview

February 13 – 21: City Council Comments

February 27: Planning and Zoning Committee Meeting – Plan Overview

February 27 – March 6: Planning and Zoning Committee Comments

March 7: Advertisement and Story Map Updated

March 8 – 22: Fifteen Day Public Comment Period

March 14 or 21: Drop In Open House Hosted by Steering Committee 5 PM – 7 PM at Event Center

March 26: Planning and Zoning Committee Public Hearing and Recommendation

April 9: City Council Adoption

Revised Schedule for February Council meeting:

January 30: Steering Committee Meeting - Plan Overview & Future Land Use Plan and Parks and Open Space Plan Discussion

January 31 – February 6: Received Additional Comments from Steering Committee

February 8: Staff Meeting - Steering Committee Comments and Plan Edits

February 13: City Council Meeting – Plan Status

February 15: Staff Meeting - Review Updates to Future Land Use Plan and Parks and Open Space Plan

February 21: Final Plan Submitted and Staff Review and Comments

February 27: Planning and Zoning Committee Meeting – Plan Overview

February 27 – March 6: City Council, Planning and Zoning Committee, Steering Committee Comments Received

March 7: Advertisement and Story Map Updated

March 8 – 22: Fifteen Day Public Comment Period

March 14 or 21: Drop In Open House Hosted by Steering Committee 5 PM – 7 PM at Event Center

March 26: Planning and Zoning Committee Public Hearing and Recommendation

April 9: City Council Adoption

**Speed Limits/ Stop Signs:**

Following our conversations at previous meetings about the need to implement speed limits on some of the roadways, I have also received a few requests for stop signs through the city. At the March meeting I plan to bring forward an ordinance to adopt speed limits on all roads that are currently set at 30 mph by default. In addition, I plan to bring an ordinance to adopt stop signs at different locations in the city.

**Moving Forward:**

As we continue to move forward, it is my intent to work with staff to start reviewing the accounting policy for the city, and over the course of the next few months, bring a DRAFT Financial Policy to council for feedback and possible adoption, if time permits. We will also start the process of developing the Fixed Asset Replacement Fund (FARF) and Critical Infrastructure Plan (CIP) for the city. This will allow for these items to be considered in upcoming budgets. Lastly, staff and I will start working on the budget, establishing dates for workshops, hearings, and for adoption of the next annual budget for MPR.