



## City of Morgan's Point Resort

### Agenda

#### City Council Regular Session

---

Tuesday, April 14, 2026

6:00 PM

MPR EVENT CENTER  
60 Morgan's Point Blvd

---

To View the meeting go to: [www.MorgansPointResortTX.com/YouTube](http://www.MorgansPointResortTX.com/YouTube)

---

1. **Call to Order**

2. **Invocation**

3. **Pledge of Allegiance**

4. **Citizen Comments on Agenda Items**

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

5. **Consent Agenda**

6. **Minutes**

- a. **MN-26-007** Discuss and take appropriate action on the Minutes of Regular Session City Council Meeting on March 10, 2026.
- b. **MN-26-008** Discuss and take appropriate action on the Minutes of Regular Session City Council Meeting on March 17, 2026.
- c. **MN-26-009** Discuss and take appropriate action on the Minutes of Regular Session City Council Meeting on March 23, 2026.
- d. **MN-26-010** Discuss and take appropriate action on the Minutes of Investment Committee Meeting on December 1, 2025.
- e. **MN-26-011** Discuss and take appropriate action on the Minutes of Investment Committee Meeting on March 31, 2026.

7. **Ordinance(s)**

- a. **PH-26-002** Hold a public hearing amending FYE 2026 Annual Budget to transfer funds between departments within the General Fund.
- b. **OR-26-008** Discuss and take appropriate action on an Ordinance amending the FYE 2026

Annual Budget of the City of Morgan's Point Resort to transfer budgeted funds between departments within the General Fund.

- c. **OR-26-009** Discuss and take appropriate action on an Ordinance establishing Water Utility billing protections; setting limits on back-billing for undercharges; providing for dispute resolution procedures and payment plans.

**8. Resolution(s)**

- a. **RS-26-018** Discuss and take appropriate action on a memorandum/resolution to authorize the City Manager to enter into a letter of engagement with BrooksWatson & Company to conduct the City's FYE 2019 audit.
- b. **RS-26-019** Discuss and take appropriate action on a memorandum/resolution to enter into a letter of engagement with BrooksWatson & Company to conduct the City's FYE 2020 audit.
- c. **RS-26-020** Discuss and take appropriate action on a memorandum/resolution to enter into a letter of engagement with BrooksWatson & Company to conduct the City's FYE 2026 audit.
- d. **RS-26-021** Discuss and take appropriate action on a memorandum/resolution to enter into a letter of engagement with BrooksWatson & Company to conduct the City's financial single audit for FYE 2024.
- e. **RS-26-022** Discuss and take appropriate action on a memorandum/resolution to apply for the MVCPA Catalytic Converter Theft Prevention Grant Program.
- f. **RS-26-023** Discuss and take appropriate action on a memorandum/resolution for the City Council priority projects for EDC.
- g. **RS-26-024** Discuss and take appropriate action on a memorandum/resolution for the City Manager to execute a Voluntary Annexation Development Agreement and Municipal Services Agreement with Watersedge Belton Investors, L.P, A Texas Limited Partnership, for property located near the northwest end of Sobrante Road totaling approximately 5.3 acres; providing for deferred annexation based upon performance milestones.

**9. Finance Director Updates**

**10. City Manager Updates**

**11. Executive Session**

The City Council will adjourn into an Executive Session in accordance with the following provision(s):

- a. A discussion for water billing Section 551.071-Consultation with Attorney
- b. A discussion of real Property Section 551.072 of the Texas Government Code -Voluntary Annexation
- c. Discuss and consider approving the City Manager Contract Section 551.074 of the Texas Government Code – Personnel Matters

**12. Discuss and consider approval of the City Manager Contract resulting from Executive Session.**

**13. Adjournment**

I certify that a copy of the 4-14-2026 agenda of items to be considered by the City of Morgan's Point Resort was posted and could be seen on the City Hall bulletin board and Morgan's Point Resort website on the 4-08-2026 at 4:00 PM and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. 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 254-780-1334 ext. 104 for further information.

Kelli Merolillo, City Secretary



City of Morgan's Point Resort

MINUTES

City Council Regular Session

---

Tuesday, March 10, 2026

6:00 PM

MPR EVENT CENTER  
60 Morgan's Point Blvd

---

To View the meeting go to: [www.MorgansPointResortTX.com/YouTube](http://www.MorgansPointResortTX.com/YouTube)

---

1. **Call to Order**

Meeting was called to order by Mayor, James Snyder, at 6:15 PM

PRESENT:

James Snyder

Dorothy Allyn

Bruce Leonhardt

Roxanne Stryker (Remote)

Stephen Bishop

Samuel Pallin

ABSENT:

None

Neale Potts, City Attorney

Staff: Dennis Baldwin, City Manager

2. **Invocation**

Stephen Bishop

3. **Pledge of Allegiance**

Stephen Bishop

4. **Citizen Comments on Agenda Items**

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

**Denise Seibert, 114 Great West Loop, MPR**

Resident thanked the Mayor, City Council, and city staff for their assistance to those affected by the California fires. She expressed concern regarding the audits related to the Senate Bill and the upcoming March deadline. With the 250th anniversary of Independence Day approaching, she suggested the city

consider a special way to commemorate the July 4th celebration, such as a commemorative flag or a gathering at the fire station. She also extended her appreciation to the City Manager for his dedicated service and continued commitment to the community.

5. **Consent Agenda**

6. **Minutes**

**a. MN-26-005** Discuss and take appropriate action on the Minutes of Regular Session City Council Meeting on January 13, 2026.

**b. MN-26-006** Discuss and take appropriate action on the Minutes of Regular Session City Council Meeting on February 10, 2026.

Motion to approve both set of minutes by Pallin, seconded by Leonhardt

Voting Yea: Allyn, Stryker and Bishop

*Motion passed by unanimous vote (5:0)*

7. **Ordinance(s)**

**a. PH-26-001** Hold a public hearing for Budget Amendments recognizing Revenues and Expenditures for fiscal year 2025-2026 and the carry forward of fiscal year 2024-2025 revenue and expenditure accounts.

Public Hearing was opened at 6:21 PM

Public Hearing was closed at 6:21 PM

**b. OR-26-003** Discuss and take appropriate action on an Ordinance approving the FY 2025-2026 Budget Amendment recognizing revenues and expenditures.

Motion to approve recognizing the revenue of \$30,500.00 by Allyn, seconded by Bishop

Voting Yea: Leonhardt, Stryker and Pallin

*Motion passed by unanimous vote (5:0)*

**c. OR-26-004** Discuss and take appropriate action on an Ordinance approving a FY 2025-2026 Budget Amendment authorizing the carry forward of fiscal year 2024-2025 revenue and expenditure accounts.

Motion to approve recognizing the \$60,000 for Ansay Park improvements carried over from FY 2025 and amend to correct typo of the word law by Allyn, seconded by Stryker

Voting Yea: Leonhardt, Bishop and Pallin

*Motion passed by unanimous vote (5:0)*

**d. OR-26-005** Discuss and take appropriate action on amendment to Ordinance on Sec. 2.01.007 – Impoundment of Animals.

Motion to adopt ordinance by Allyn, Seconded by Leonhardt

Voting Yea: Stryker, Bishop and Pallin

*Motion passed by unanimous vote (5:0)*

- e. OR-26-006** Discuss and take appropriate action on an Ordinance to approve 20 Quail Loop septic variance.

No further action. Motion tabled by Pallin, seconded by Allyn.

Voting Yea: Leonhardt, Stryker and Bishop

*Motion passed by unanimous vote (5:0)*

**8. Resolution(s)**

- a. RS-26-005** Discuss and take appropriate action on a memorandum/resolution to appoint Kim Helka as Vice Chair on the Library Board.

Motion to accept by Leonhardt, Seconded by Bishop

Voting Yea: Allyn, Stryker and Pallin

*Motion passed by unanimous vote (5:0)*

- b. RS-26-008** Discuss and take appropriate action on a memorandum/resolution to authorize ACM/CFO, Mary Tolman, to serve as the Designed Officer under Texas Local Government Code 105.011 to initiate the competitive solicitation process for city depository banking services.

Motion to accept by Allyn, Seconded by Pallin

Voting Yea: Leonhardt, Stryker, and Bishop

*Motion passed by unanimous vote (5:0)*

- c. RS-26-009** Discuss and take appropriate action on a memorandum/resolution to accept a Rural VFD Assistance Program Grant in the amount of \$10,000 and authorize the City Manager to execute any and all documents related to said grant.

Motion to approve by Stryker, Seconded by Bishop

Voting Yea: Allyn, Leonhardt, and Pallin

*Motion passed by unanimous vote (5:0)*

- d. RS-26-010** Discuss and take appropriate action on a memorandum/resolution to reappoint EDC Board Members – Scott Fournier, Greg Weisman, and Ted Teegarden for another two-year term.

Motion to approve by Leonhardt, Seconded by Allyn

Voting Yea: Stryker, Bishop, and Pallin

*Motion passed by unanimous vote (5:0)*

- e. RS-26-012** Discuss and take appropriate action on a memorandum/resolution to authorize the City to enter into agreement allowing an application for the Homeland Security grant.

Motion to approve, made by Pallin, with amended wording stating that it is not anticipated the City would need to provide a match; seconded by Allyn.

Voting Yea: Stryker, Leonhardt, and Bishop

*Motion passed by unanimous vote (5:0)*

#### **9. Finance Director Updates**

The Finance Director/ACM, Mary Tolman, spoke during Workshop. No further discussion.

#### **10. City Manager Updates**

The City Manager, Dennis Baldwin, introduced the Public Works Director, BJ Sheible, to share updates with the sidewalk project and the City Hall project and the Marina.

Sheible reported that the sidewalk project has officially begun, with concrete poured yesterday. At City Hall, the roof replacement is complete, and painting is scheduled for this weekend. The roofing crew is expected to return next Tuesday to reinstall the gutters.

Sheible also shared that the Marina contract was signed today. Updates at the Marina include new windows, doors, and screens. He expressed appreciation to Dia for her assistance in helping move the projects forward.

Baldwin shared updates that include that next week there will be a briefing on sirens. Two sirens needed upgraded at \$17,000 to come to next meeting for discussion.

Baldwin encouraged residents to sign up for Code Red – as the campaign has been kicked off.

Water wells will be discussed next week with the engineers at the staff level.

#### **Update on Parks:**

- John Ansay Park. The Parks and Rec Committee will move forward and present Resolution to adopt the Concept plan.
- Kleypas Park – We just received the renewal received and staff did a wonderful job. Fuel tank and restrooms in the flowage of the easement.
- Smith Park – Briefing to provide a site map and a land survey.
- Rogers Park – Recommend having a baseline established. They are short-staffed and are not able to do anything.
- The Park Masterplan is 10 years old and needs to be updated.

The website updates have been tightened up to get things out faster without as many glitches.

The Residential Utility Assistance Funds Update will be provided next week.

Elections are coming up. Dates shared for City/School Early Elections April 20-28. May 2<sup>nd</sup> is Election Day.

The Utility Billing readings – gallons lost and working on dollar amount.

Allyn formally requested to start process with TxDot to propose a 4-way stoplight at the 4 Corners.

## 11. Adjournment

Mayor Snyder encouraged residents to attend the Meet & Greet, sign up for Code Red and to Stay Weather Alert.

The meeting was adjourned at 7:10 PM

I certify that a copy of the 3-10-2026 agenda of items to be considered by the City of Morgan's Point Resort was posted and could be seen on the City Hall bulletin board and Morgan's Point Resort website on the 3-04-2026 at 4:00 PM and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. 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 254-780-1334 ext. 104 for further information.

---

James Snyder, Mayor  
City of Morgan's Point Resort, Texas 76513

---

Kelli Merolillo, City Secretary  
City of Morgan's Point Resort, Texas 76513



## City of Morgan's Point Resort

### Minutes

### City Council Special Session

---

Tuesday, March 17, 2026

6:00 PM

MPR EVENT CENTER  
60 Morgan's Point Blvd

---

To View the meeting go to: [www.MorgansPointResortTX.com/YouTube](http://www.MorgansPointResortTX.com/YouTube)

---

#### 1. Call to Order

Meeting was called to order by Mayor, James Snyder, at 6:32 PM

**PRESENT:**

James Snyder

Dorothy Allyn

Bruce Leonhardt

Roxanne Stryker (Remote)

Stephen Bishop

Samuel Pallin

**ABSENT:**

None

Staff: Mary Tolman, Assistant City Manager/Chief Financial Officer

#### 2. Invocation

Stephen Bishop

#### 3. Pledge of Allegiance

James Snyder

#### 4. Citizen Comments on Agenda Items

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

#### **Denise Seibert, 114 Great West Loop, MPR**

Resident addressed the Mayor, City Council, and staff regarding a previously raised concern by Michelle Wiseman and Dorothy Allyn about the need for a four-way stop at the intersection of 2483 and Morgan's Point Road. As the community continues to grow and sidewalk construction is underway, traffic has increased significantly—particularly during school hours—making it difficult and unsafe to make left turns. The resident also requested guidance on who to contact regarding this traffic concern.

**5. Consent Agenda**

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

**6. Ordinance(s)**

**a. OR-26-001** Discuss and take appropriate action on an Ordinance approving Chapter 3 edits from City Council discussion on 2/10/26

**b. OR-26-002** Discuss and take appropriate action on an Ordinance approving Chapter 6 edits from City Council discussion on 2/10/26

Motion moved to table OR-26-001 and OR-26-002 until April by Pallin, Seconded by Allyn

Voting Yea: Leonhardt, Stryker and Bishop

*Motion passed by unanimous vote (5:0)*

**c. OR-26-007** Discuss and take appropriate action on an Ordinance approving the Residential Utility Assistance Fund.

Motion to approve Bishop, Seconded by Pallin

Voting Yea: Leonhardt, Allyn, and Stryker

*Motion passed by unanimous vote (5:0)*

**7. Resolution(s)**

**a. RS-26-011** Discuss and take appropriate action on a memorandum/resolution to authorize the City to enter into a professional services agreement with KPA Engineers for the development of a storm water drainage development plan in the amount of \$61,520.00.

Motion to approve Allyn, Seconded by Stryker

Voting Yea: Leonhardt, Bishop, and Pallin

*Motion passed by unanimous vote (5:0)*

**b. RS-26-013** Discuss and take appropriate action on a memorandum/resolution adopting conceptual design and phasing diagram plans for John E. Ansay Park improvements.

Motion to approve with edits to adopt concept and not to move forward with phases and budget. Amended to Remove Section 2 & 3 by Leonhardt, Seconded by Bishop

Voting Yea: Allyn, Stryker and Pallin

*Motion passed by unanimous vote (5:0)*

- c. RS-26-014** Discuss and take appropriate action on a memorandum/resolution to approve an application for Firehouse Subs Public Safety Foundation for a grant and authorize the City Manager, or designee, to accept and execute any and all documents related to said grant.

Motion to approve Pallin, Seconded by Leonhardt

Voting Yea: Allyn, Stryker and Bishop

*Motion passed by unanimous vote (5:0)*

- d. RS-26-015** Discuss and take appropriate action on a memorandum/resolution adopting a written policy under Texas Local Government Code §105.011 to permit the consideration of depository applications from financial institutions not doing business within the City limits.

Motion to approve Allyn, Seconded by Pallin

Voting Yea: Leonhardt, Stryker and Bishop

*Motion passed by unanimous vote (5:0)*

**8. Finance Director Updates**

No updates provided.

**9. City Manager Updates**

No updates provided.

**10. Executive Session**

The City Council will adjourn into an Executive Session in accordance with the following provision(s):

- a.** A discussion for the City Manager update Section 551.074 of the Texas Government Code – Personnel Matters

Roxanne provided an update: 40 Resumes were submitted for the City Manager position.

Narrowing down to 6-8 interviews this Friday, March 20th.

March 21<sup>st</sup> -23<sup>rd</sup> – After reviewing videos and resumes, council will determine candidate finalists on the 23<sup>rd</sup> to discuss.

April 3<sup>rd</sup> – Candidate finalists will be interviewed with a tour of the city on the day prior to the interview.

April 7<sup>th</sup> – Special session to determine candidate selection of City Manager role.

**11. Adjournment**

The meeting was adjourned by Mayor James Snyder at 7:09 PM

I certify that a copy of the 3-17-2026 agenda of items to be considered by the City of Morgan's Point Resort was posted and could be seen on the City Hall bulletin board and Morgan's Point Resort website on the 3-11-2026 at 4:00 PM and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. 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 254-780-1334 ext. 104 for further information.

---

James Snyder, Mayor  
City of Morgan's Point Resort, Texas 76513

---

Kelli Merolillo, City Secretary  
City of Morgan's Point Resort, Texas 76513

*[Faint, illegible text, possibly a watermark or bleed-through]*



## City of Morgan's Point Resort

### Minutes

### City Council Special Session

---

Monday, March 23, 2026

5:00 PM

MPR EVENT CENTER  
60 Morgan's Point Blvd

---

To View the meeting go to: [www.MorgansPointResortTX.com/YouTube](http://www.MorgansPointResortTX.com/YouTube)

---

#### 1. Call to Order

Meeting was called to order by Mayor, James Snyder, at 5:00 PM

**PRESENT:**

James Snyder  
Dorothy Allyn  
Bruce Leonhardt  
Roxanne Stryker (Remote)  
Stephen Bishop  
Samuel Pallin

**ABSENT:**

None

Staff: Mary Tolman, Assistant City Manager/Chief Financial Officer

#### 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.*

**John Nagy, 1 E. Aztec, MPR**

Resident addressed the Mayor, City Council, and staff to formally object to the commercial warehouse permitted to be built on the corner of West Aztec and Apache which is zoned in a residential area. He is concerned about the building size, the building type, and building placement. He is also concerned about children safety and wear and tear of the roads with commercial use and has requested that the permit be pulled.

**Scott Bachrach, 3 W. Aztec, MPR**

Resident assured the Mayor, City Council, and staff that he is not running a commercial business out of his property. He explained that the process was vetted through Planning and Zoning and then went to City Council for approval on the variance. He plans to store classic cars and an RV in the building.

**3. Executive Session**

The City Council will adjourn into an Executive Session in accordance with the following provision(s):

- a. A discussion for the City Manager update Section 551.074 of the Texas Government Code – Personnel Matters

No further action taken.

**4. Adjournment**

The meeting was adjourned by Mayor James Snyder at 7:23 PM

I certify that a copy of the 3-23-2026 agenda of items to be considered by the City of Morgan's Point Resort was posted and could be seen on the City Hall bulletin board and Morgan's Point Resort website on the 3-04-2026 at 4:00 PM and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. 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 254-780-1334 ext. 104 for further information.

---

James Snyder, Mayor  
City of Morgan's Point Resort, Texas 76513

---

Kelli Merolillo, City Secretary  
City of Morgan's Point Resort, Texas 76513



**City of Morgan's Point Resort**

**Minutes**

**Investment Committee Board Meeting**

---

Monday, December 1, 2025

10:30 AM

MPR CITY HALL  
8 Morgan's Point Blvd

---

**PRESENT:**

Dennis Baldwin, City Manager

James Snyder, Mayor

Mary Tolman, Assistant City Manager/Chief Financial Officer

Amanda Dominguez, Accounts Payable

**1. Training Component**

PFIA Training Requirement to be complete by March 31, 2026, including registration and payment.

**2. Investment Advisor**

The Request for Qualifications for an Investment Advisor was provided.

**3. Review Investment Policy**

The Committee reviewed and approved the draft of the Investment Policy.

**4. Adjournment**

Adjourned at 11:30 AM

Kelli Merolillo, City Secretary



## City of Morgan's Point Resort

### Minutes

#### Investment Committee Board Meeting

---

Tuesday, March 31, 2026

7:00 AM

MPR CITY HALL  
8 Morgan's Point Blvd

---

#### PRESENT:

Dennis Baldwin, City Manager

James Snyder, Mayor

Mary Tolman, Assistant City Manager/Chief Financial Officer

#### ABSENT:

Amanda Dominguez, Accounts Payable

STAFF: Kelli Merolillo, City Secretary

#### 1. Investment Report Overview Presentation

Dennis Baldwin presented an Investment Report Overview highlighting key aspects of the City's Investment Policy to the Investment Board Committee.

#### 2. Response and Request for Qualification(s)

The Committee received and reviewed one response to the Request for Qualification for an Investment Advisor. The response did not meet the qualification requirements, and a consensus was reached to not move forward.

#### 3. Investment Reporting Template

The Committee approved statement-based reporting as a temporary measure pending the completion of final audits FYE 2025.

#### 4. Training Requirements Status

PFIA Certification Training completed by Mary Tolman and Amanda Dominguez.

#### 5. Adjournment

Adjourned at 8:43 AM

Kelli Merolillo, City Secretary

**ORDINANCE 26-008**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TEXAS, AMENDING THE FY 2026 ANNUAL BUDGET OF THE CITY OF MORGAN'S POINT RESORT TO TRANSFER BUDGETED FUNDS BETWEEN DEPARTMENTS WITHIN THE GENERAL FUND; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE: DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, a budget for operating the municipal government of the City of Morgan's Point Resort for the Fiscal Year October 1, 2025, to September 30, 2026, has been adopted by City Council in accordance with the Texas Local government Code;

**WHEREAS**, it is the desire of the Morgan's Point Resort City Council to transfer budgeted funds between departments within the General Fund;

**WHEREAS**, the transfer of budgeted funds between departments requires City Council approval;

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

**SECTION I.** That Ordinance **25-018** adopting a budget for operating the municipal government of the City of Morgan's Point Resort for the Fiscal Year October 1, 2025, to September 30, 2026, be amended as to the portion of said budget as follows:

| <b>Account Number</b>           | <b>Account Name</b>              | <b>Current Budget</b> | <b>Budget Change</b> | <b>Amended Budget</b> |
|---------------------------------|----------------------------------|-----------------------|----------------------|-----------------------|
| <b>Transfer From Department</b> |                                  |                       |                      |                       |
| 02-30-6111                      | Public Works- Full-Time Hourly   | \$154,609.00          | <\$7,647.00>         | \$146,962.00          |
| 02-03-6110                      | City Secretary- Salary           | \$ 88,747.00          | <\$5,489.00>         | \$ 83,258.00          |
| 02-10-6110                      | Administration -Salary           | \$ 86,689.00          | <\$7,000.00>         | \$ 79,689.00          |
| 02-01-6434                      | City Manager Contingency         | \$ 91,000.00          | <\$44,255.00>        | \$46,745.00           |
| 02-01-6711                      | City Manager-Project Contingency | \$ 70,000.00          | <\$44,946.00>        | \$25,054.00           |
| <b>Transfer To Department</b>   |                                  |                       |                      |                       |
| 02-80-6111                      | Fire Full-Time Hourly            | \$203,406.00          | \$39,431.00          | \$242,837.00          |
| 02-80-6108                      | Fire Part-Time Brush             | \$ 30,422.00          | \$24,960.00          | \$ 55,382.00          |
| 02-51-6108                      | Court-Part-Time                  | -0-                   | \$36,400.00          | \$ 36,400.00          |
| 02-51-6117                      | Court-Medicare                   | \$159.00              | \$ 528.00            | \$ 687.00             |
| 02-51-6118                      | Court-FICA                       | \$678.00              | \$ 2,256.00          | \$ 2,934.00           |
| 02-51-6119                      | Court-SUTA                       | \$ 77.00              | \$ 255.00            | \$ 332.00             |
| 02-51-6124                      | Court-TMRS                       | -0-                   | \$ 5,507.00          | \$ 5,507.00           |

**SECTION II.** That the City Council finds that the public notice and public hearing requirements of the Texas Local Government Code have been complied with prior to the enactment of this ordinance.

**SECTION III.** That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

**SECTION IV.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION V.** That this ordinance shall be effective after its passage and publication according to the law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Morgan's Point Resort, Texas, this 14th day of April, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

**APPROVED**

\_\_\_\_\_  
JAMES SNYDER, MAYOR

**ATTEST:**

\_\_\_\_\_  
KELLI MEROLILLO, CITY SECRETARY

**ORDINANCE NO. 26-009**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TEXAS, ESTABLISHING CUSTOMER SERVICE AND PROTECTION PROVISIONS FOR MUNICIPAL WATER AND SEWER UTILITY CUSTOMERS; DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW AND ESTABLISHING THE EFFECTIVE DATE.**

**WHEREAS**, the City of Morgan's Point Resort, Texas, (City) provides retail water and sewer utility to its residents; and

**WHEREAS**, the City desires to establish uniform and fair standards consistent with the Texas Administrative Code when addressing utility underbilling and overbilling of residents.

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

**SECTION 1. Billing Errors:** If a utility bill is found to be in error because of a meter or misread, the City shall issue an adjusted bill. If the customer has over paid the original bill, a refund or credit shall be issued.

**SECTION 2. Overbilling:** Where water or sewer services are found to differ from the established rates, or if the City fails to bill a customer for such services, a billing adjustment shall be calculated as follows:

- i. **Correction Period:** If the City determines a customer has been overcharged, an adjustment shall be made for the entire period of the overcharges.
- ii. **Method of Refund:** The City shall issue a refund or a credit to the customer's account for the total amount overbilled.
- iii. **Documentation:** The City shall provide written explanation of how the overcharge was calculated.

**SECTION 3. Underbilling:** Where water or sewer services were underbilled, a billing adjustment shall be calculated as follows:

- i. **Correction Period:** If the City determines a customer has been undercharged, the City may retroactively bill the customer (back bill) for the underbilled amount for a period not to exceed 12 months.
- ii. **Documentation:** The City shall provide written explanation of how the underbilled amount was calculated.
- iii. **Exception for Tampering:** The 12-month limit does not apply if the underbilling resulted from meter tampering, bypass, or diversion of service by the customer. In such cases the City may back bill the customer for the entire period.

- iv. **Previous Occupants:** Adjustments for usage by a previous occupant or tenant may not be back billed to the current customer.

**SECTION 4. Deferred Payment – Underbilling:** When a customer is not able to pay the undercharged amount, the City shall offer the customer a deferred payment plan based upon the following criteria:

- i. **Terms:** The payment plan must allow the customer to pay the balance over a period at least as long as the period during which the underbilling occurred. The City may provide for a longer period for repayment if it deems such action is warranted based upon the totality of the circumstances.
- ii. **Late Fees:** No late fees or penalties shall be assessed on underbilled amounts unless the underbilling was caused by customer tampering or theft of service.

**SECTION 5. Open Meetings:** This ordinance was approved by the City Council at a regularly scheduled meeting duly posted in accordance with the Texas Open Meeting Act and at which a quorum was present and voting.

**SECTION 6. Severability:** In the event that one or more of the provisions contained in this ordinance shall for any reason be held to be invalid, illegal or unenforceable in any respect, such as invalidity, illegality or unenforceability of this ordinance shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect.

**SECTION 7. Effective Date:** This ordinance is effective immediately upon its adoption.

**PASSED AND APPROVED** this the 14<sup>th</sup> day of April 2026 by \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) vote of the City Council of the City of Morgan's Point Resort, Texas.

---

James Snyder, Mayor  
City of Morgan's Point Resort

---

Kelli Merolillo, City Secretary  
City of Morgan's Point Resort

## **RESOLUTION 26-018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF ENGAGEMENT WITH BROOKSWATSON & CO. TO CONDUCT THE CITY'S FINANCIAL AUDIT FOR FISCAL YEAR ENDING 2019; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW AND PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.**

**WHEREAS**, the City of Morgan's Point Resort is required to conduct an annual audit of its financial statements to ensure compliance with generally accepted accounting principles (GAAP) and other applicable laws and regulations; and

**WHEREAS**, BrooksWatson & Co. is a certified public accounting firm qualified to conduct municipal audits and has provided a proposal to perform the audit for the fiscal year ending 2019; and

**WHEREAS**, the City Council of Morgan's Point Resort has determined that it is in the best interest of the City to engage BrooksWatson & Co. to perform the audit and ensure financial transparency and accountability;

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

### **SECTION 1: AUTHORIZATION TO ENTER INTO ENGAGEMENT**

The City Council hereby authorizes the City Manager to enter into a letter of engagement with BrooksWatson & Co., a copy of which is attached hereto, to perform the financial audit for the City of Morgan's Point Resort for the fiscal year ending 2019, in accordance with the terms and conditions set forth in the engagement letter and any applicable city policies and procedures.

### **SECTION 2: AUTHORITY TO EXECUTE DOCUMENTS**

The City Manager, or their designee, is hereby authorized to take all actions necessary to execute and deliver any documents related to this engagement and to undertake any further actions necessary to carry out the purpose and intent of this Resolution.

### **SECTION 3: OPEN MEETINGS**

This resolution was approved by the City Council at a regularly scheduled meeting duly posted in accordance with the Texas Open Meeting Act and at which a quorum was present and voting.

#### **SECTION 4: SEVERABILITY**

In the event that one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.

#### **SECTION 5: EFFECTIVE DATE**

This Resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** this the 14<sup>th</sup> day of April 2026 by \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) vote of the City Council of the City of Morgan's Point Resort, Texas.

\_\_\_\_\_  
JAMES SNYDER, Mayor

ATTEST:

\_\_\_\_\_  
Kelli Merolillo, City Secretary

## **RESOLUTION 26-019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF ENGAGEMENT WITH BROOKSWATSON & CO. TO CONDUCT THE CITY'S FINANCIAL AUDIT FOR FISCAL YEARS ENDING 2020; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW AND PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.**

**WHEREAS**, the City of Morgan's Point Resort is required to conduct an annual audit of its financial statements to ensure compliance with generally accepted accounting principles (GAAP) and other applicable laws and regulations; and

**WHEREAS**, BrooksWatson & Co. is a certified public accounting firm qualified to conduct municipal audits and has provided a proposal to perform the audit for the fiscal year ending 2020; and

**WHEREAS**, the City Council of Morgan's Point Resort has determined that it is in the best interest of the City to engage BrooksWatson & Co. to perform the audits and ensure financial transparency and accountability;

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

### **SECTION 1: AUTHORIZATION TO ENTER INTO ENGAGEMENT**

The City Council hereby authorizes the City Manager to enter into a letter of engagement with BrooksWatson & Co., a copy of which is attached hereto, to perform the financial audit for the City of Morgan's Point Resort for the fiscal year ending 2020, in accordance with the terms and conditions set forth in the engagement letter and any applicable city policies and procedures.

### **SECTION 2: AUTHORITY TO EXECUTE DOCUMENTS**

The City Manager, or their designee, is hereby authorized to take all actions necessary to execute and deliver any documents related to this engagement and to undertake any further actions necessary to carry out the purpose and intent of this Resolution.

### **SECTION 3: OPEN MEETINGS**

This resolution was approved by the City Council at a regularly scheduled meeting duly posted in accordance with the Texas Open Meeting Act and at which a quorum was present and voting.

#### **SECTION 4: SEVERABILITY**

In the event that one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.

#### **SECTION 5: EFFECTIVE DATE**

This Resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** this the 14<sup>th</sup> day of April 2026 by \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) vote of the City Council of the City of Morgan's Point Resort, Texas.

\_\_\_\_\_  
JAMES SNYDER, Mayor

ATTEST:

\_\_\_\_\_  
Kelli Merolillo, City Secretary

## **RESOLUTION 26-020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF ENGAGEMENT WITH BROOKSWATSON & CO. TO CONDUCT THE CITY'S FINANCIAL AUDIT FOR FISCAL YEARS ENDING 2026; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW AND PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.**

**WHEREAS**, the City of Morgan's Point Resort is required to conduct an annual audit of its financial statements to ensure compliance with generally accepted accounting principles (GAAP) and other applicable laws and regulations; and

**WHEREAS**, BrooksWatson & Co. is a certified public accounting firm qualified to conduct municipal audits and has provided a proposal to perform the audit for the fiscal year ending 2026; and

**WHEREAS**, the City Council of Morgan's Point Resort has determined that it is in the best interest of the City to engage BrooksWatson & Co. to perform the audits and ensure financial transparency and accountability;

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

### **SECTION 1: AUTHORIZATION TO ENTER INTO ENGAGEMENT**

The City Council hereby authorizes the City Manager to enter into a letter of engagement with BrooksWatson & Co., a copy of which is attached hereto, to perform the financial audit for the City of Morgan's Point Resort for the fiscal year ending 2026, in accordance with the terms and conditions set forth in the engagement letter and any applicable city policies and procedures.

### **SECTION 2: AUTHORITY TO EXECUTE DOCUMENTS**

The City Manager, or their designee, is hereby authorized to take all actions necessary to execute and deliver any documents related to this engagement and to undertake any further actions necessary to carry out the purpose and intent of this Resolution.

### **SECTION 3: OPEN MEETINGS**

This resolution was approved by the City Council at a regularly scheduled meeting duly posted in accordance with the Texas Open Meeting Act and at which a quorum was present and voting.

### **SECTION 4: SEVERABILITY**

In the event that one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.

**SECTION 5: EFFECTIVE DATE**

This Resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED this the 14<sup>th</sup> day of April 2026 by \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) vote of the City Council of the City of Morgan's Point Resort, Texas.**

\_\_\_\_\_  
JAMES SNYDER, Mayor

ATTEST:

\_\_\_\_\_  
Kelli Merolillo, City Secretary

## **RESOLUTION 26-021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF ENGAGEMENT WITH BROOKSWATSON & CO. TO CONDUCT THE CITY'S SINGLE FINANCIAL AUDIT FOR FISCAL YEAR ENDING 2024; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW AND PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.**

**WHEREAS**, the City of Morgan's Point Resort is required to conduct an annual audit of its financial statements to ensure compliance with generally accepted accounting principles (GAAP) and other applicable laws and regulations; and

**WHEREAS**, BrooksWatson & Co. is a certified public accounting firm qualified to conduct municipal audits and has provided a proposal to perform the single audit for the fiscal year ending 2024; and

**WHEREAS**, the City Council of Morgan's Point Resort has determined that it is in the best interest of the City to engage BrooksWatson & Co. to perform the single audit and ensure financial transparency and accountability;

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

### **SECTION 1: AUTHORIZATION TO ENTER INTO ENGAGEMENT**

The City Council hereby authorizes the City Manager to enter into a letter of engagement with BrooksWatson & Co., a copy of which is attached hereto, to perform the financial single audit for the City of Morgan's Point Resort for the fiscal year ending 2024, in accordance with the terms and conditions set forth in the engagement letter and any applicable city policies and procedures.

### **SECTION 2: AUTHORITY TO EXECUTE DOCUMENTS**

The City Manager, or their designee, is hereby authorized to take all actions necessary to execute and deliver any documents related to this engagement and to undertake any further actions necessary to carry out the purpose and intent of this Resolution.

### **SECTION 3: OPEN MEETINGS**

This resolution was approved by the City Council at a regularly scheduled meeting duly posted in accordance with the Texas Open Meeting Act and at which a quorum was present and voting.

#### **SECTION 4: SEVERABILITY**

In the event that one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.

#### **SECTION 5: EFFECTIVE DATE**

This Resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** this the 14<sup>th</sup> day of April 2026 by \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) vote of the City Council of the City of Morgan's Point Resort, Texas.

\_\_\_\_\_  
JAMES SNYDER, Mayor

ATTEST:

\_\_\_\_\_  
Kelli Merolillo, City Secretary

**Resolution No. 26-022**

**A RESOLUTION OF THE CITY COUNCIL OF MORGAN'S POINT RESORT, BELL COUNTY, TEXAS, APPROVING THE APPLICATION FOR FUNDING OF MOTOR VEHICLE CRIME PREVENTION AUTHORITY SB224 CATALYTIC CONVERTER GRANT PROGRAM FOR THE CITY OF MORGAN'S POINT RESORT POLICE DEPARTMENT ("MPPRD"), DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW AND PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.**

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft, and

**WHEREAS**, this grant program will assist this jurisdiction to combat catalytic converter theft; and

**WHEREAS**, The City of Morgan's Point Resort, Texas has agreed that in the event of loss or misuse of the grant fund, The City of Morgan's Point Resort, Texas agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

**NOW, THEREFORE, BE IT RESOLVED** and ordered that the City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

**BE IT FURTHER RESOLVED** that the Director of Public Safety/Chief of Police is designated as the Program Director, and the Chief Finance Officer is designated as the Financial Officer for this grant.

**OPEN MEETINGS:** This resolution was approved by the City Council at a regularly scheduled meeting duly posted in accordance with the Texas Open Meeting Act and at which a quorum was present and voting.

**SEVERABILITY:** In the event that one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal, or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.

**EXECUTION:** The Mayor is hereby authorized to execute this Resolution and to execute the any and all other such instruments, certificates, or papers necessary and advisable to carry out the intent and purpose of this Resolution.

**PASSED AND APPROVED** this the 14<sup>th</sup> day of April 2026 by \_\_ (ayes) to \_\_ (nays) to \_\_ (abstentions) vote of the City Council of the City of Morgan's Point Resort, Texas.

**THE CITY OF MORGAN'S POINT, TEXAS**

\_\_\_\_\_  
JAMES SNYDER, Mayor

Attest:

\_\_\_\_\_  
KELLI MEROLILLO, City Secretary

**RESOLUTION NO. 26-023**

**A RESOLUTION OF THE CITY COUNCIL OF MORGANS POINT RESORT, BELL COUNTY, TEXAS, DETERMINING HIGH PRIORITY PROJECTS FOR THE ECONOMIC DEVELOPMENT CORPORATION TO MOVE FORWARD ON, DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW AND PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.**

**WHEREAS**, the City Council has determined that the digital signage project is a high priority; and

**WHEREAS**, the City Council has determined that the opportunity to participate in park process plans focusing on meeting space is a high priority and

**WHEREAS**, the City Council has determined that the commercial septic sewer enhancements at the four corners located at FM 2483 and Morgan's Point Resort Road is a high priority; and

**WHEREAS**, the City Council finds that the enactment of this Resolution, is a legitimate exercise of premium guidelines and in the public interest.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGANS POINT RESORT, BELL COUNTY, TEXAS, THAT:**

**Section 1. Action Approved:** The Directors of the Economic Development Corporation are directed to implement the high priority projects which are attached hereto.

**Section 2. Open Meetings:** This resolution was approved by the City Council at a regularly scheduled meeting duly posted in accordance with the Texas Open Meeting Act and at which a quorum was present and voting.

**Section 3 Severability:** In the event that one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein , but shall not affect the remaining provisions of this Resolution , which shall remain in full force and effect.

**Section 4. Effective Date:** This Resolution is effective immediately upon its adoption.

**PASSED AND APPROVED** on this the 14th day of April 2026 by \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) vote of the City Council of the City of Morgans Point Resort, Texas.

**THE CITY OF MORGANS POINT RESORT, TEXAS**

---

James Snyder, Mayor  
City of Morgan's Point Resort, Texas 76513

ATTEST:

---

Kelli Merolillo, City Secretary  
City of Morgan's Point Resort, Texas 76513

**RESOLUTION NO. 26-024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN'S POINT RESORT, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PERFORMANCE-BASED DEVELOPMENT AGREEMENT AND MUNICIPAL SERVICES AGREEMENT WITH WATSEEDGE BELTON INVESTORS, L.P., A TEXAS LIMITED PARTNERSHIP, FOR THE ANNEXATION OF APPROXIMATELY 5.3 ACRES OF LAND LOCATED IN THE CITY'S EXTRATERRITORIAL JURISDICTION; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW AND PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.**

**WHEREAS**, Watersedge Belton Investors, L.P., a Texas Limited Partnership (the "Owner") owns approximately 5.3 acres of land located within the extraterritorial jurisdiction of the City of Morgan's Point Resort as described in Exhibit A (the "Property"); and

**WHEREAS**, the Owner has submitted a petition for voluntary annexation of the aforementioned Property into the City, and

**WHEREAS**, Texas Local Government Code Section 212.172 authorizes the City to enter into a Development Agreement to establish terms and conditions for annexation and the specific performance standards that must be satisfied by the Owner; and

**WHEREAS**, the City and Owner have further negotiated a Municipal Services Agreement as required by the Texas Local Government Code Section 43.0672, which is incorporated into the Development Agreement, which outlines the municipal services to be provided by the City upon the effective date of the annexation; and

**WHEREAS**, the City Council requires this Development Agreement to be performance-based, whereby the City's obligation to finalize the annexation is contingent upon the Owner's verified completion of the infrastructure improvements, development standards, and other conditions as reflected in the Agreement; and

**WHEREAS**, the City Council has determined that entering into these agreements is in the best interest of the City and serves a valid public purpose.

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

**SECTION 1.** The findings and recitals set forth above are found to be true and correct and are hereby adopted as findings of fact.

**SECTION 2.** The City Council hereby authorizes the City Manager to execute the Development Agreement and incorporated Municipal Services Agreement with the Owner, a copy of which is attached hereto.

**SECTION 3.** The Agreement shall include, but is not limited to, the performance-based conditions and standards relating to the construction of the roads, utilities, and drainage.

**SECTION 4.** The City shall not advance the annexation ordinance for consideration by the City Council until the City determines that the Owner has met the requirements as established in the Agreement.

**SECTION 5.** The City Manager is directed take all reasonable and necessary steps to implement this Resolution in accordance with state law.

**SECTION 6. Open Meetings:** This resolution was approved by the City Council at a regularly scheduled meeting duly posted in accordance with the Texas Open Meeting Act and at which a quorum was present and voting.

**SECTION 7 Severability:** In the event that one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.

**SECTION 8. Effective Date:** This Resolution is effective immediately upon its adoption.

**PASSED AND APPROVED** on this the 14th day of April 2026 by \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) vote of the City Council of the City of Morgans Point Resort, Texas.

**THE CITY OF MORGANS POINT RESORT, TEXAS**

---

James Snyder, Mayor  
City of Morgan's Point Resort

**ATTEST:**

---

**Kelli Merolillo, City Secretary  
City of Morgan's Point Resort**

**DEVELOPMENT AGREEMENT  
TEXAS LOCAL GOVERNMENT CODE  
CHAPTER 43, SUBCHAPTER C-3 AND § 212.172**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the **City of Morgan's Point Resort**, Bell County, a Type A general law municipality of the State of Texas (hereinafter referred to as "City") acting by and through its duly authorized City Manager, and **Watersedge Belton Investors, L.P.**, a Texas Limited Partnership (hereinafter referred to as "Owner"). Owner's signature warrants and represents that there are no other owners of any portion of the Property to be annexed and no other third-parties holding an interest therein.

**WHEREAS**, pursuant to Section 42.0672 of the Texas Local Government Code, the City and Owner have negotiated a written agreement for the provision of municipal services to the Property, a copy of which is attached hereto as Exhibit B and incorporated herein for any and all purposes. The parties agree that the provision of services outlined in Exhibit B is contingent upon the Owner's completion of the improvements, dedication of Property, or other conditions described herein; and

**WHEREAS**, the Owner owns several parcels of real property, a total of approximately 5.3 acres of land, as described in Exhibit A, hereinafter called "Property", is located within Bell County. The Property is located in the extraterritorial jurisdiction "ETJ" of the City; and

**WHEREAS**, the Owner of the property has requested to be annexed into the City, and the City has agreed, subject to the terms, conditions and limitations hereinafter set forth in the Municipal Services Agreement, as described in Exhibit B; and

**WHEREAS**, in consideration of the City providing such services to the Property, the Owner will petition the City to annex the Property pursuant to Subchapter C-3, Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, the Owner agrees that this Agreement constitutes a petition for the voluntary annexation under the provisions of Subchapter C-3, Chapter 43 of the Texas Local Government Code, and upon the request of the City, the Owner shall execute all applications and documentation required to petition for annexation required by Texas law; and

**WHEREAS**, on \_\_\_\_\_, the City Council of the City of Morgan's Point Resort, Texas, passed Resolution No. \_\_\_\_\_ authorizing the City Manager to execute this Agreement on behalf of the City; and

**WHEREAS**, this Agreement is entered into pursuant to Chapter 43, Subchapter C-3 and 212.172 of the Texas Local Government Code, in order to address the needs and desires of the Owner and the requirements of the City; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement runs with the land and is binding upon the City and the Owner and the Owner's heirs, successors and assigns for the Term of this Agreement, as defined below; and

**WHEREAS**, this Development Agreement is to be recorded in the Real Property Records of Bell County.

**NOW THEREFORE**, for and in consideration of the mutual covenants, conditions and agreements contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

**1. Identification of the Property.** The Property is described as the property owned by the Owner within the boundaries of the area depicted and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

**2. Annexation.** The Owner covenants and agrees that this Agreement constitutes an agreement to petition for annexation of the Property with the consent of the Owner in accordance with Subchapter C-3 of Chapter 43 of the Texas Local Government Code. The parties intend that the Property shall not be annexed and shall remain in the ETJ until such time the infrastructure improvements and conditions requested of the Owner are completed, inspected by and approved by the City. The formal Petition and Disclosure/Consent for Annexation is attached hereto as Exhibit C and made a part hereof. Upon the request of the City, the Owner shall execute all applications and documentation required by Texas law. The City shall provide thirty (30) days' notice of such request for completion of annexation applications and documentation.

**3. Zoning.** The Owner agrees that concurrently with the petition for annexation that upon annexation, the Property will receive an appropriate zoning classification for Owner's intended use as recommended by the City's Planning and Zoning Committee and as approved by the City Council provided its intended use meets the technical requirements and adheres to public hearing requirements as required by state law.

**4. Planned Improvements:** The Owner agrees to design and construct any and all infrastructure, including but not limited to, roads, waterlines, and drainage, (but specifically excluding individual onsite wastewater systems) in accordance with the City's codes, regulations, specifications, and policies in effect as of the Effective Date of this Agreement; and

- A. Owner agrees to provide the City with all engineering plans and technical specifications for written approval prior to commencing any work.
- B. Owner agrees to grant the City the right to inspect the project at any stage of construction to verify compliance with approved plans and city codes.
- C. Upon completion, Owner agrees to provide to the City a sealed certification letter from the developer's engineer stating that all improvements were constructed according to the approved designs and City specifications.
- D. Owner agrees to provide a Performance Bond, Irrevocable Letter of Credit, or cash escrow equal to 100% of the estimated construction cost to guarantee completion of all public facilities.

- E. Owner agrees to provide a two (2) year Maintenance Bond to cover any defects in materials or workmanship after the City accepts the infrastructure. The City's acceptance of said infrastructure may occur prior to the expiration of the two (2) year Maintenance Bond.
- F. Owner agrees that the City will not accept the infrastructure until the developer provides affidavits and lien releases proving all contractors and suppliers have been paid in full.
- G. Owner agrees that the City will not provide water service or issue building permits to the individual lots until all water and onsite wastewater systems are tested on said lots, and all other infrastructure and roads are inspected and formally accepted by the City Council or designated official. The City agrees not to delay acceptance of roads and utilities because of undeveloped lots.
  - 1. The City acknowledges and agrees that the Owner will not construct the onsite wastewater systems, and such will be constructed by subsequent owners, which may build residential improvements on (a portion of) the property, who will be responsible for the permitting, construction, and licensing of said system. The Owner covenants to obtain a signed acknowledgement from any future owner, where the property initially conveys, stating the future owner has received a copy of this Agreement and understands the obligations related to the installation of the onsite wastewater system.
  - 2. Owner agrees to provide a comprehensive site and soil evaluation conducted by a TCEQ-licensed professional for each lot within the Property. The Owner covenants that all lots shall be of the sufficient size and topography to accommodate the onsite wastewater systems in accordance with 30 Texas Administrative Code Chapter 285 and obtain the City's written approval prior to plat recordation.
  - 3. Owner agrees that the final annexation ordinance that must be approved by the City Council is contingent upon the aforementioned construction milestones, excluding onsite wastewater systems.

**5. Fees.** The parties agree that no fees are associated with the petition for annexation.

**6. Agreement of Covenant Running With the Land.** This Agreement shall be recorded in the Real Property Records of Bell County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of the parties.

**7. Notice.** Prior to the sale or conveyance of any portion of the Property from Owner, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City. The City agrees to use this information for the purposes of determining ownership and future permitting, inspections, and enforcement activities related to said Property.

**8. Form and Delivery of Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be delivered in hand, by facsimile, or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

**CITY:**

City Manager  
City of Morgan's Point Resort  
8 Morgan's Point Blvd.  
Morgan's Point Resort, TX. 76513

**OWNER:**

c/o Joe Longbotham  
12720 Hillcrest Road, Suite 650  
Dallas, Texas 75230

**9. Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the development and annexation of the Property and supersedes all prior agreements, whether oral or written, covering the same subject matter.

**10. Term.** The Term of this Agreement ("Term") shall commence on the Effective Date and shall continue for a period of five (5) years, unless terminated earlier or extended by the mutual written agreement of the Parties. Owner shall commence construction of infrastructure no later than two (2) years after the Effective Date of this agreement. The City agrees that any material delays caused by the City will not be considered when calculating said requirement. This agreement shall be recorded in the Real Property Records of Bell County, Texas, and shall run with the land.

**11. Enforcement.** This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

**12. Effective Date:** The Effective Date of this Agreement shall be the date upon which the City Council of the City of Morgan's Point Resort, Texas, adopts a Resolution approving this Agreement and attached Exhibits A, B, and C authorizing its execution.

**13. Provisions Severable.** If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

**14. Governmental Powers.** It is understood and agreed to by Owner that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

**15. Captions.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**16. Amendment of Agreement.** This Agreement cannot be modified or amended without the written consent of all the parties and attached and made a part of this Agreement.

**17. Governing Law and Venue.** Venue shall be in the state courts located in Bell County, Texas or the United States District Court for the Western District of Texas, Waco Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43 and Subchapter C-3 and § 212.172.

**IN WITNESS WHEREOF,** the parties have signed and executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF MORGAN'S POINT RESORT**

\_\_\_\_\_  
Dennis M. Baldwin, City Manager

**OWNER**

Property Owner  
Watersedge Belton Investors, LP.  
A Texas Limited Partnership

By: Lake Belton General, LLC.  
A Texas Limited Liability Company  
Its General Partner

By: Signature \_\_\_\_\_  
Printed Name: Joe Longbotham  
Manager of General Partner

Address: 12720 Hillcrest Rd, Suite 650  
Dallas, Texas 75230

Email: [jlongbotham@cogentgrp.com](mailto:jlongbotham@cogentgrp.com)  
Phone: (972) 246-6233

Approved as to Form and Legality:

By: \_\_\_\_\_  
Neale Potts, City Attorney

ATTEST:

By: \_\_\_\_\_  
Kelli Merolillo, City Secretary

State of Texas §  
County of \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Dennis M. Baldwin, City Manager of the City of Morgan's Point Resort, a Texas municipal corporation, on behalf of said corporation.

By: \_\_\_\_\_  
Notary Public, State of Texas

State of Texas §  
County of \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, on behalf of \_\_\_\_\_.

By: \_\_\_\_\_  
Notary Public, State of Texas

After Recording Return to:  
City Secretary  
City of Morgan's Point Resort  
8 Morgan's Point Resort, Texas 76513



Exhibit "B"

**MUNICIPAL SERVICES AGREEMENT**

This Agreement ("Agreement") is entered into on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Morgan's Point Resort, Texas, a Type A general-law municipality of the State of Texas, (hereinafter referred to as "City") acting by and through the City Manager, and Watersedge Belton Investors, L.P., a Texas Limited Partnership (hereinafter referred to as "Owner")

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Section 43.0671 of the Texas Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation; and

**WHEREAS**, where the City elects to annex such an area, the City is required to enter into a written agreement with the property Owner that sets forth the City services to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, the City and Owner acknowledge that this Agreement is a prerequisite to annexation under Chapter 43 of the Texas Local Government Code, and is intended to take effect only upon the successful annexation of the Property; and

**WHEREAS**, Owner owns certain parcels of land situated in Bell County, Texas, which consists of approximately 5.3 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property"); and

**WHEREAS**, Owner has filed a petition with the City for full-purpose annexation of the Property; and

**WHEREAS**, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, this Agreement is subject to formal approval by the City Council of the City and is further contingent upon the City Council's final passage of an Ordinance annexing the Property.

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, which is the subject of the annexation.
2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

### 3. MUNICIPAL SERVICES.

A. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

- i. Fire – The City's Public Safety Department will provide fire protection services and first response emergency medical services.
- ii. Police – The City's Public Safety Department will provide law enforcement services and protection.
- iii. Emergency Medical Services – Ambulance services will be provided by the ground transport authority and aeromedical provider(s) contracted through Bell County.
- iv. Planning, Zoning, and Building – The City will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
- v. Publicly Owned Parks, Facilities, and Buildings
  1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including the library, swimming pool, etc.), and other buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
  2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
- vi. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction, in accordance with the City's policies and procedures and applicable laws. The City will provide regulatory signage services in accordance with the City's policies and procedures and applicable laws.
- vii. Water – The City's Public Utilities Department will ensure potable water service is available to the Property subject to the City's ordinances, policies, and capacity availability. The cost related to connecting to City water service will be borne by the Property Owner. Nothing herein shall be construed as a guarantee of uninterrupted service, pressure, volume, or future system expansion, and the Property Owner acknowledges that water service may be limited or interrupted for maintenance, repairs, emergencies, or other operational needs.
- viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.



11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their heirs, successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding upon the Owner.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties for the provision of City services. This Agreement shall not be amended unless executed in writing by both parties.

Executed on the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Morgan's Point Resort, Texas, and Watersedge Belton Investors, L.P.

**CITY OF MORGAN'S POINT RESORT**

**OWNER**

By: \_\_\_\_\_  
Dennis M. Baldwin  
City Manager

Property Owner  
Watersedge Belton Investors, LP.  
A Texas Limited Partnership

By: Lake Belton General, LLC.  
A Texas Limited Liability Company  
Its General Partner

By: Signature \_\_\_\_\_  
Printed Name: Joe Longbotham  
Manager of General Partner  
Address: 12720 Hillcrest Rd, Suite 650  
Dallas, TX 75230  
Email: [jlongbotham@coagentgrp.com](mailto:jlongbotham@coagentgrp.com)  
Phone: (972) 246-6233

Approved as to Form and Legality:

\_\_\_\_\_  
Neale Potts, City Attorney

Attest:

\_\_\_\_\_  
Kelli Merolillo, City Secretary

Approvals: M&C \_\_\_\_\_ Ordinance \_\_\_\_\_

**State of Texas** §  
**County of \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by Dennis M. Baldwin, City Manager of the City of Morgan's Point Resort, a  
Texas municipal corporation, on behalf of said corporation.

By: \_\_\_\_\_

Notary Public, State of Texas

**State of Texas** §  
**County of \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by \_\_\_\_\_.

By: \_\_\_\_\_

Notary Public, State of Texas

**After Recording Return to:**

City of Morgan's Point Resort  
Attention: City Secretary  
8 Morgan's Point Blvd.  
Morgan's Point Resort, Texas 76513

Exhibit "C"

STATE OF TEXAS

§

COUNTY OF BELL

§

§

**PETITION FOR ANNEXATION BY LANDOWNERS**

This petition is made and submitted in accordance with Section 43.0671 of the *Texas Local Government Code*. The undersigned, in compliance with applicable law relating to a petition by landowners, states that the area sought to be annexed meets the applicable requirements of law for annexation of property by petition of landowners. The property which is subject of this petition is one-half (1/2) mile or less in width, is contiguous to the current boundaries of the City of Morgan's Point Resort, Texas and is vacant and without residents or on which fewer than three (3) qualified voters reside.

I (we) do hereby petition for annexation of the subject property described as follows:

*See Attached Exhibit A*

Herein and attach hereto, to be incorporated as Exhibit "A", a legal description of said property as well as a properly engineered and prepared drawing indicating the legal relationship of the City of Morgan's Point Resort current boundaries and delineating and setting out the property sought to be annexed.

Based upon the legal representations as herein set out and upon submittal of the required engineered drawings and legal description, I (we) do respectfully petition for annexation in accordance with the provisions of §43.0671 of the *Texas Local Government Code*

**SIGNED and DATED** this, the \_\_\_\_ day of \_\_\_\_\_, 2026.

**PROPERTY OWNERS:**

**Watersedge Belton Investors, LP,  
A Texas Limited Partnership**

**By: Lake Belton General, LLC,  
A Texas Limited Liability Company  
Its General Partner**

**By: Signature: \_\_\_\_\_  
Printed Name: Joe Longbotham, Manager of General Partner**

**Date: \_\_\_\_\_  
Address: 12720 Hillcrest Rd St. 650  
Dallas, TX 75230  
Email: [jlongbotham@coagentgrp.com](mailto:jlongbotham@coagentgrp.com)  
Phone: (972) 246-6233**



Exhibit "C"

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**§**

**COUNTY OF BELL**

**§**

**§**

**BEFORE ME**, the undersigned authority, on this date personally appeared the person or persons whose names are subscribed above, who each, after being by me first duly sworn, acknowledged to me that they are the real and true record property owners of the property described in the petition to which this acknowledgment is attached and that they have signed and executed the said petition for the purposes and considerations as therein expressed.

**SUBSCRIBED AND SWORN TO BEFORE ME** on this, the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

(SEAL)

## CITY OF MORGAN'S POINT RESORT, TEXAS

### REQUIRED NOTICE AND DISCLOSURE BEFORE ANNEXATION AGREEMENT

This disclosure is provided pursuant to Texas Local Government Code (TLGC) Section 43.005 that specifically requires a municipality to provide landowners with the written disclosure described by Section 212.172(b-1).

1. **Voluntary Participation:** You are hereby notified that you are not required to enter into the attached agreement or to request annexation of your property. This is a voluntary process initiated by the landowner(s).
2. **Authority for Annexation:** The City of Moran's Point Resort, Texas, (hereinafter referred to as "City") is authorized to annex the subject property under the following legal authorities:
  - a. Texas Local Government Code Section 43.0671, which allows a municipality to annex an area on the request of the owners; and
  - b. Texas Local Government Code Chapter 43, Subchapter C-3, which outlines the specific procedures for such owner-requested annexations.
3. **Annexation Procedures:** The process for this voluntary annexation include the following steps:
  - a. **Petition:** The landowner(s) must submit a written, signed petition requesting annexation.
  - b. **Service Agreement:** The City and the landowner(s) must negotiate and enter into a written agreement for the provision of municipal services (pursuant to TLGC §43.0672).
  - c. **Development Agreement:** The City and landowner(s) must negotiate and enter into an agreement in order to address the needs and desires of the landowner(s) and the requirements of the City (pursuant to TLGC Section 212.172).
  - d. **Public Hearing:** The City Council may then adopt an ordinance to officially annex the property.

4. **Requirement of Consent:** Under the procedures of Section 43.0671, this annexation requires the consent of each owner of the land in the area to be annexed. The City may not proceed with this specific type of annexation without your express, written request.
  
5. **Waiver of Immunity:** Pursuant to Texas Local Government Code Section 212.172(i), the City's immunity from suit is waived for the purpose of adjudicating a claim for breach of the service agreement/development agreement, subject to the terms of the agreements and applicable law.

**Property Owner Signature(s)**

By signing below, I certify that I am an owner of the property described in this petition, and I hereby request and consent to the annexation of this property by the City of Morgan's Point Resort, Texas.

Property Owner:  
Watersedge Belton Investors, LP,  
A Texas Limited Partnership

By: Lake Belton General, LLC,  
A Texas Limited Liability Company  
Its General Partner

By: Signature:   
Printed Name: Joe Longbotham, Manager of General Partner

Date: 4/11/26  
Address: 12720 Hillcrest Rd St. 650  
Dallas, TX 75230  
Email: [jlongbotham@coagentgrp.com](mailto:jlongbotham@coagentgrp.com)  
Phone: (972) 246-6233