



**Regular City Council Meeting**  
City Council Chambers | Aledo Municipal Complex  
200 Old Annetta Road, Aledo, Texas 76008  
Thursday, February 19, 2026, at 6:00 PM

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**AGENDA**

**1. Call to Order**

**2. Invocation**

**3. Pledge of Allegiance**

**4. Citizen Appearances**

This is an opportunity for citizens to address the City Council on any agenda item not listed for public hearing or any matter not posted on the agenda. This is the citizens' only opportunity to address the City Council on agenda items not listed for public hearing. Individual citizen comments are normally limited to 3 minutes; however, time limits can be adjusted by the presiding officer. Time is not transferable. The presiding officer may ask the citizen to hold their comment on an agenda item if the item is posted as a Public Hearing. The City Council cannot, by law, take any action or have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The City Council may receive the information and ask the City Manager to review the matter, or an item may be noticed on a future agenda for deliberation or action. Please sign in before the start of the meeting and provide the paper to the City Secretary.

**5. Consent Agenda**

All items listed below are considered routine by the City Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member requests, in which event the item will be removed from the general order of business and considered in its normal sequence. Approval of the Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

**a. Approve February 5, 2026 Regular City Council Meeting Minutes**

**b. Approve Resolution No. 2026-R-06 amending access to the City of Aledo's Safe Deposit Box at First Financial Bank**

**6. Regular Agenda**

**a. Consider cancelling the March 19, 2026 Regular City Council Meeting**

**b. Consider approval of Ordinance No. 2026-O-10 amending Ordinances 2022-154, Impact Fee Collection Rate Schedule, and C-2012-010, Schedule of the Rates, Fees, and Charges of the City of Aledo to reflect impact fee pass-through charges from the City of Fort Worth.**

**c. Consider approval of the First Renewal to the City of Aledo User Agreement with Weatherford Mountain Bike Club for the construction and maintenance of the Parks of Aledo Trails and The Pit.**

**d. Consider renaming the Aledo Community Center the Terry Hyles Community Center**

**7. Executive Session**

In compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in executive session to deliberate regarding the following matters:

- a. **Section 551.071 – Consultation with Attorney.** To conduct a private consultation with the City Attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, to include:
  - i. **Dean Ranch Development**
  - ii. **Grand Prairie v. State**
  - iii. **Aledo and Fort Worth v. Willow Park**
  - iv. **Siegmund Easement Agreement**
  - v. **Municipal Court**
  
- b. **Section 551.087 – Deliberation Regarding Economic Development Negotiations.** The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including the following items:
  - i. **Dean Ranch Development**
  - ii. **Downtown Development**
  
- c. **Section 551.074 – Personnel Matters.** To discuss and deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to include:
  - i. **Municipal Judge**

**8. Adjourn Executive Session and Reconvene Into Open Session**

**9. Action Taken on Items Discussed in Executive Session, if Necessary**

**10. Mayor and Councilmember Comments**

In compliance with the Texas Open Meetings Act, Council members may comment on routine city matters, ask questions of staff that require only responses of factual information or statements of existing City policy, or may request that non-routine matters of public concern be placed on a future agenda. Council members may not discuss non-agenda items among themselves.

**11. Staff Comments**

In compliance with the Texas Open Meetings Act, staff members may comment on routine City operations and projects. Staff members may respond to questions from others only with statements of factual information or existing City policy.

**12. Adjourn**

Note: The Aledo City Council may vote or take action on any of the listed agenda items and may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session is allowed under Chapter 551, Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. In accordance with the Americans with Disabilities Act, persons who need additional accommodations to attend or participate in the meeting should contact the City Secretary's office at (817) 441-7016 at least 48 hours prior to the meeting to request such assistance.

**CERTIFICATION**

I, Staci L. King, City Secretary, do hereby certify that this NOTICE OF MEETING was posted at the City of Aledo City Hall in accordance with the regulations of the Texas Open Meetings Act, in a place convenient and readily accessible to the general public, and was also posted to the City's website at [www.aledotx.gov](http://www.aledotx.gov), and said notice remained posted for at least two hours after the meeting was convened.

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Staci L. King, TRMC, CMC  
City Secretary



**Regular City Council Meeting**  
Aledo Council Chambers | Aledo Municipal Complex  
200 Old Annetta Road, Aledo, Texas  
Thursday, February 5, 2026, at 6:00 PM

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**Minutes**

The Aledo City Council convened on Thursday, February 5, 2026, at 6:00 p.m., at the Aledo City Council Chambers | Aledo Municipal Complex, 200 Old Annetta Road, Aledo, Texas, for the purpose of a Regular Meeting, with the meeting being open to the public and notice of said meeting having been posted as prescribed by Chapter 551, Texas Government Code, with the following members being present:

**Council Present** Mayor Shane Davis, Mayor  
Mayor Pro Tem Shawna Ford  
Councilmember Ben Clark  
Councilmember Todd Covington  
Councilmember Summer Jones

**Staff Present** Candice Edmondson, City Manager  
Staci L. King, City Secretary  
Alicia K. Kreh, City Attorney

**1. Call to Order**

Mayor Shane Davis called the meeting to order at 6:00 p.m.

**2. Invocation**

Councilwoman Summer Jones led the invocation.

**3. Pledge of Allegiance**

Mayor Davis led the Pledge of Allegiance to the United States flag.

**4. Citizen Appearances**

No one came forward to address the Council.

**5. Consent Agenda**

MOTION by Shawna Ford, second by Summer Jones, to approve the consent agenda as presented. MOTION PASSED by unanimous vote.

**a. Approve January 15, 2026 Regular City Council Meeting minutes**

**b. Approve a Resolution Ratifying the Comprehensive Plan Steering Committee appointments**  
*Resolution No. 2026-R-02*

**c. Approve a Resolution adding Candice Edmondson, City Manager, to the City of Aledo's accounts with First Financial Bank**  
*Resolution No. 2026-R-03*

- d. **Approve a Resolution amending the City of Aledo's "Authorized Representatives" with TexSTAR Investment Pool**  
*Resolution No. 2026-R-04*

**6. Items Requiring Public Hearing**

- a. **PUBLIC HEARING regarding proposed amendments to Article 3 *Development Standards*, Section 5 *Open Space Standards*, of the City of Aledo Unified Development Code (UDC) pertaining to the dedication of parkland/ open space within subdivision development.**  
Grant Fore, Senior Planner, Berkley Group, briefed the Council on this item. He explained that this item had been discussed on November 10, 2025, at the Council and Planning and Zoning Commission's joint work session. The Commission met on January 8, 2026, and unanimously recommended approval of the proposed amendments to *Open Space Standards*.

Mayor Davis opened the public hearing at 6:07 p.m. No one came forward to speak in favor of or opposition to the amendments. Mayor Davis closed the public hearing.

- b. **Consider approval of an Ordinance amending the City of Aledo Unified Development Code (UDC), Article 3 *Development Standards*, Section 5 *Open Space Standards*, pertaining to the dedication of parkland/ open space within subdivision development.**  
MOTION by Shawna Ford, second by Summer Jones, to approve Ordinance No. 2026-O-07 amending the City of Aledo's UDC, Article 3, Section 5 *Open Space Standards* as presented. MOTION PASSED by unanimous vote.

- c. **PUBLIC HEARING regarding proposed amendments to Article 3 *Development Standards*, Section 6 *Lighting*, of the City of Aledo Unified Development Code (UDC) pertaining to illumination standards of the International Dark Sky Association.**  
Grant Fore, Senior Planner, Berkley Group, briefed the Council on this item. He explained that this item had been discussed on November 10, 2025, at the Council and Planning and Zoning Commission's joint work session. The Commission met on January 8, 2026, and unanimously recommended approval of the proposed amendments to *Lighting Standards*.

Mayor Davis opened the public hearing at 6:10 p.m. No one came forward to speak in favor of or opposition to the amendments. Mayor Davis closed the public hearing.

- d. **Consider approval of an Ordinance amending the City of Aledo Unified Development Code (UDC), Article 3 *Development Standards*, Section 6 *Lighting*, pertaining to illumination standards of the International Dark Sky Association.**  
MOTION by Todd Covington, second by Shawna Ford, to approve Ordinance No. 2026-O-08 amending the City of Aledo's UDC, Article 3, Section 6 *Lighting Standards* as presented. MOTION PASSED by unanimous vote.

**7. Regular Agenda**

- a. **Consider approval of an Ordinance amending the City of Aledo Code of Ordinances Chapter 22 *Environment*, Article X *Tree Preservation*, pertaining to protected tree species and replacement tree species.**  
Grant Fore, Senior Planner, Berkley Group, briefed the Council on this item. He explained that this item had been discussed on November 10, 2025, at the Council and Planning and

Zoning Commission's joint work session. The Commission met on January 8, 2026, and unanimously recommended approval of the proposed amendments to *Tree Preservation*.

Discussion was held regarding invasive versus nuisance trees, specifically regarding Red Cedar, Honey Locust, and Ashe Juniper. Mr. Fore stated that while these trees were considered nuisance trees, they had not been deemed invasive in the State database. Councilmember Clark expressed his desire to have the Red Cedar, Honey Locust, and Ashe Juniper removed from both lists (protected trees and replacement trees).

MOTION by Ben Clark, second by Todd Covington, to approve Ordinance No. 2026-O-09 with the additional amendments as detailed above. MOTION PASSED by unanimous vote.

**b. Consider approval of a Resolution ordering the May 2, 2026 Election and approving a Joint Election Agreement and Contract for Election Services with Parker County.**

MOTION by Shawna Ford, second by Summer Jones, to approve Resolution No. 2026-R-05 as presented. MOTION PASSED by unanimous vote.

**c. Consider approval of an amendment to the Freese and Nichols Professional Services Agreement related to the Wastewater Treatment Plant Expansion Project.**

MOTION by Ben Clark, second by Shawna Ford, to approve an amendment to the Professional Services Agreement related to the Wastewater Treatment Plant Expansion Project. MOTION PASSED by unanimous vote.

**8. Financial Reports**

**a. First Quarter Financial and Investment Reports for Fiscal Year 2025-2026**

Candice Edmondson, City Manager, presented the City's financial reports to Council.

**9. Executive Session**

Mayor Davis recessed the meeting into Executive Session at 6:35 p.m.

**a. Section 551.071 – Consultation with Attorney. To conduct a private consultation with the City Attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, to include:**

**i. Dean Ranch Development Conversation**

**ii. Grand Prairie v. State**

**iii. Litigation pertaining to Annexation**

**b. Section 551.087 – Deliberation Regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including the following items:**

**i. Dean Ranch Development Conversation**

**ii. Downtown Development**

**10. Adjourn Executive Session and Reconvene into Open Session**

Mayor Davis called the meeting back to regular session at 7:28 p.m.

**11. Action Taken on Items Discussed in Executive Session, if Necessary**

No action was taken.

**12. Mayor and Councilmember Comments**

**13. Staff Comments**

**14. Adjourn**

The meeting was adjourned at 7:47 p.m.

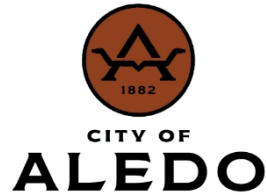
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Shane Davis, Mayor

ATTEST:

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Staci L. King, City Secretary



**Date:** February 19, 2026  
**To:** City Council  
**From:** Staci King, City Secretary  
**Subject:** Approve a Resolution amending access to the City of Aledo's Safe Deposit Box at First Financial Bank

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**Summary:**

On February 5, 2026, the City Council passed Resolution No. 2026-R-03, changing signatories on the City of Aledo's bank accounts at First Financial Bank to include City Manager Candice Edmondson. Upon submission of the resolution to the bank, staff was informed that the City also held a lock box or safe deposit box, with the authorized access being listed as Noah Simon and Staci King. This resolution is amending the authorized access to remove Noah Simon and add Candice Edmondson and Jennifer Garrett.

**Recommendation:**

Staff recommends City Council approve Resolution No. 2026-R-03 as presented.

**Attachments:**

1. 2026-R-06 First Financial Safe Deposit Box

**RESOLUTION 2026-R-06**

**A RESOLUTION OF THE CITY OF ALEDO, TEXAS, GRANTING ACCESS TO THE CITY OF ALEDO'S SAFE DEPOSIT BOX HELD BY FIRST FINANCIAL BANK TO THE CITY MANAGER, CITY SECRETARY, AND FINANCE MANAGER.**

**WHEREAS**, the City of Aledo, Texas ("City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS** the City has a lock box or safe deposit box located at First Financial Bank in Aledo, Texas; and

**WHEREAS** the City Council of the City of Aledo wishes to amend access to said box; and

**WHEREAS** the City Council of the City of Aledo wishes to grant the City Manager, City Secretary, and Finance Manager access.

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

**SECTION 1.**

All the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified, and incorporated into the body of this Resolution as if copied in their entirety.

**SECTION 2.**

The City Council of the City of Aledo wishes to remove former City Manager Noah Simon and grant authorization to Candice Edmondson, City Manager, Staci King, City Secretary, and Jennifer Garrett, Finance Manager, to access the City of Aledo's lock box or safe deposit box.

**SECTION 3.**

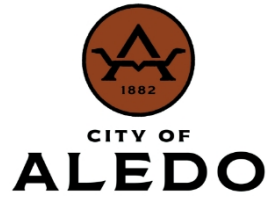
This Resolution shall take effect immediately upon its passage, and it is so resolved.

**PASSED AND APPROVED** this 19<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Shane Davis, Mayor

ATTEST:

\_\_\_\_\_  
Staci L. King, City Secretary



**Date:** February 19, 2026  
**To:** City Council  
**From:** Candice Edmondson, City Manager  
**Subject:** Consider canceling the March 19, 2026 Regular City Council Meeting

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**Summary:**

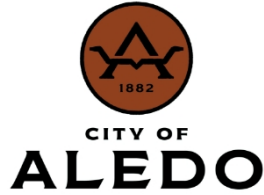
The City of Aledo's second regular City Council meeting of the month is currently scheduled for March 19, 2026, which falls during Aledo ISD's Spring Break. Staff does not anticipate a significant or time-sensitive agenda for this date and therefore recommends canceling the meeting to help avoid potential scheduling conflicts.

**Recommendation:**

Staff recommends City Council cancel the March 19, 2026 Regular City Council Meeting.

**Attachments:**

None



**Date:** February 19, 2026

**To:** City Council

**From:** Candice Edmondson, City Manager

**Subject:** Consider approval of an Ordinance amending Ordinances 2022-154, Impact Fee Collection Rate Schedule, and C-2012-010, Schedule of the Rates, Fees, and Charges of the City of Aledo to reflect impact fee pass-through charges from the City of Fort Worth.

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**Summary:**

The City of Aledo is a wholesale water customer of the City of Fort Worth and is subject to the Uniform Wholesale Water Agreement, which requires all wholesale customers to adopt the same water and wastewater impact fee rates approved by Fort Worth.

The City of Fort Worth has adopted new impact fee schedules that include a rate increase effective October 1, 2025, and a second increase effective October 1, 2026. As a result, the City of Aledo must update its Impact Fee Collection Rate Schedule to reflect these mandatory pass-through charges.

These updates ensure the City's impact fee structure remains compliant with Fort Worth's adopted rates and with the City's obligations under the Uniform Wholesale Water Agreement.

**FINANCIAL IMPACT**

Fees will be charged to the developer during the development process.

**Recommendation:**

Staff recommends approval of the ordinance amending Ordinance 2022-154, Impact Fee Collection Rate Schedule, and Ordinance C-2012-010, Schedule of the Rates, Fees, and Charges of the City of Aledo, in order to update the City's impact fee structure to reflect the required pass-through impact fee charges established by the City of Fort Worth.

**Attachments:**

1. Ord. No. 2026-O-10 Update Impact Fee Schedule

**ORDINANCE NO. 2026-O-10**

**AN ORDINANCE OF THE CITY OF ALEDO, TEXAS, AMENDING ORDINANCE 2022-154, IMPACT FEE COLLECTION RATE SCHEDULE OF THE CITY OF ALEDO, TEXAS TO REFLECT IMPACT FEE PASS-THROUGH CHARGES FROM THE CITY OF FORT WORTH; AMENDING ORDINANCE C-2012-010, AS AMENDED, SCHEDULE OF THE RATES, FEES, AND CHARGES OF THE CITY OF ALEDO, TEXAS TO AMEND THE REFERENCE TO THE CITY'S IMPACT FEE COLLECTION RATE SCHEDULE; PROVIDING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Aledo, Texas ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, it is the intention of the City Council to exercise the authority vested in the City Council concerning the regulation of the rates, fees, and charges of the City; and

**WHEREAS**, the City previously adopted a fee schedule setting the rates for services provided by the City; and

**WHEREAS**, the City is a wholesale water customer of the City of Fort Worth, subject to the Uniform Wholesale Water Agreement, which requires wholesale water customers to amend their impact fee schedules to match the Fort Worth impact fees; and

**WHEREAS**, the City of Fort Worth adopted an increase in its Impact Fee Schedule, effective October 1, 2025 and an additional increase effective October 1, 2026; and

**WHEREAS**, the City previously adopted Ordinance C-2012-010, as amended, the Schedule of the Rates, Fees, and Charges of the City of Aledo, which references the City's Impact Fee Schedule; and

**WHEREAS**, the City Council has determined it is necessary that the current Impact Fee Schedule charges of the City be updated to reflect the cost of impact fees charged by the City of Fort Worth in accordance with the Uniform Wholesale Water Agreement; and

**WHEREAS**, the City Council has determined it is necessary to update references to the Impact Fee Schedule in the City's Schedule of the Rates, Fees, and Charges of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALEDO, TEXAS, THAT:**

**SECTION 1**

Exhibit E-2, "Fort Worth Impact Fee Schedules," to Article IV, "Water and Wastewater Impact Fee Ordinance," of Chapter 81, "Utilities," of the Aledo Municipal Code, as shown in Ordinance 2022-154, is hereby repealed and replaced with Exhibit E-2 attached hereto and incorporated herein.

**SECTION 2**

Exhibit A, the "City 2025-2026 Fee Schedule" of Ordinance C-2012-010, "Schedule of the Rates, Fees, and Charges of the City of Aledo, Texas" as amended, shall be amended by amending the "Water and Wastewater" rates section regarding impact fees to read as follows:

“For Impact fees, refer to the Impact Fee Collection Rate Schedule Ordinance Number 2022-154, adopted by the Aledo City Council on March 24, 2022, and amended on February 19, 2026.”

**SECTION 3**

This Ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 4**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 5**

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**PASSED AND APPROVED** this 19<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Shane Davis, Mayor

ATTEST:

\_\_\_\_\_  
Staci L. King, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Alicia K. Kreh, City Attorney

**Exhibit E-2  
Fort Worth Impact Fee Schedule**

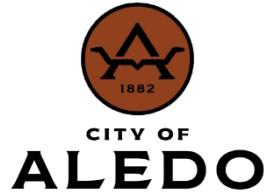
**COLLECTED IMPACT FEE FOR WATER AND WASTEWATER SCHEDULE –  
YEAR 1  
(EFFECTIVE OCTOBER 1, 2025 TO SEPTEMBER 30, 2026)**

<b>METER SIZE</b>	<b>EQUIVALENCY FACTOR</b>	<b>WATER IMPACT FEE</b>	<b>WASTEWATER IMPACT FEE</b>
5/8" x 5/8" and 5/8" x 3/4"	1.00	\$2,824	\$2,680
3/4" x 3/4"	1.50	\$4,236	\$4,020
1"	2.50	\$7,060	\$6,700
1-1/2"	5.00	\$14,120	\$13,400
2"	8.00	\$22,592	\$21,440
3"	21.75	\$61,422	\$58,290
4"	37.50	\$105,900	\$100,500
6"	80.00	\$225,920	\$214,400
8"	140.00	\$395,360	\$375,200
10"	210.00	\$593,040	\$562,800"

**COLLECTED IMPACT FEE FOR WATER AND WASTEWATER SCHEDULE –  
YEAR 2**

**(EFFECTIVE OCTOBER 1, 2026)**

<b>METER SIZE</b>	<b>EQUIVALENCY FACTOR</b>	<b>WATER IMPACT FEE</b>	<b>WASTEWATER IMPACT FEE</b>
5/8" x 5/8" and 5/8" x 3/4"	1.00	\$2,990	\$2,838
3/4" x 3/4"	1.50	\$4,485	\$4,257
1"	2.50	\$7,475	\$7,095
1-1/2"	5.00	\$14,950	\$14,190
2"	8.00	\$23,920	\$22,704
3"	21.75	\$65,033	\$61,727
4"	37.50	\$112,125	\$106,425
6"	80.00	\$239,200	\$227,040
8"	140.00	\$418,600	\$397,320
10"	210.00	\$627,900	\$595,980"



**Date:** February 19, 2026  
**To:** City Council  
**From:** Erika Cooper-Bateman, Director of Community Services  
**Subject:** Consider approval of the First Renewal to the City of Aledo User Agreement with Weatherford Mountain Bike Club for the construction and maintenance of the Parks of Aledo Trails and The Pit.

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**Summary:**

The City of Aledo and the Weatherford Mountain Bike Club (WMBC) previously entered into a user agreement outlining WMBC's role in constructing, maintaining, and enhancing Aledo's trail system, including The Pit. WMBC is a 501(c)(3) nonprofit organization composed of volunteers dedicated to sustainable trail building, conservation, education, and community partnerships supporting outdoor recreation.

Under the existing agreement, WMBC performs trail construction, maintenance, mowing, brush clearing, and signage installation with required approvals at no cost to the City. The City retains oversight of the property, performs periodic inspections, and provides mowing according to standard City practices. WMBC has indicated its intent to continue this partnership and fulfill its responsibilities for trail construction and maintenance.

This is the first renewal of the user agreement, extending the partnership for an additional three-year term beginning March 1, 2026 and ending March 1, 2029, under the same terms and conditions.

**FINANCIAL IMPACT**

There is no financial impact.

**Recommendation:**

Staff recommends that City Council approve the agreement as presented and authorize the City Manager to execute the agreement on behalf of the City.

**Attachments:**

1. 2026.03.01 WMBC Agreement with Exhibits

**FIRST RENEWAL TO THE CITY OF ALEDO  
USER AGREEMENT**

**THIS USER AGREEMENT** (“User Agreement”) is made by and between the **CITY OF ALEDO**, a municipality situated in the State of Texas (hereinafter referred to as “**City**”), acting by and through its duly authorized **City Council** or appointees, and **WEATHERFORD MOUNTAIN BIKE CLUB**, a Texas non-profit organization (hereinafter referred to as “**WMBC**”), acting by and through its duly authorized President, individually referred to as “Party,” and collectively, “Parties.”

**WHEREAS**, the City owns park property that consists of biking trails, known as the Parks of Aledo Trails and the Pit; and

**WHEREAS**, the WMBC, a 501(c)(3) non-profit, is an organization of citizen volunteers dedicated to establishing guidelines and frameworks of cooperation between WMBC and the City to collectively work together to manage multi-use nature trails for the benefit of the off-road bicycling, trail running and hiking community, and the citizens of North Texas, and

**WHEREAS**, the WMBC's mission includes volunteer efforts with regards to sustainability, conservation, education, partnership, and community involvement with like-minded advocates focusing on mountain biking, trail building, and all the health and welfare benefits associated with the sport for the benefit of the general public, and

**WHEREAS**, the WMBC will promote partnerships with the community to create opportunities to work together manage multi-use, soft surface trails; and

**WHEREAS**, the City and the WMBC previously entered a Use Agreement pertaining to the construction and maintenance of the Parks of Aledo Trails and The Pit and the Parties desire to amend and renew that Agreement (the “Agreement”).

**NOW, THEREFORE**, in exchange for good and valuable consideration that both Parties recognize, the City and WMBC hereby agree to the following:

**SECTION 1  
DESCRIPTION OF PROPERTY**

**1.01** The **City** hereby engages **WMBC**, and **WMBC** hereby agrees to construct and maintain mountain bike trails (“Trails”) and the Pit in the **City**, hereafter called “**City Property**” in this User Agreement and also known as Parks of Aledo Trails and the Pit, as further described and depicted in Exhibit A, attached hereto and incorporated herein.

**SECTION 2**  
**DUTIES AND RESPONSIBILITIES**

**2.01** **WMBC** shall, at its sole cost and expense, construct and maintain the **Trails** and the **Pit** in accordance with this Agreement. Any construction and maintenance of the **Trails** and the **Pit** shall be subject to the following:

- 1.** **WMBC** shall take such steps as are appropriate to ensure that the work involved is properly coordinated with any related work performed by the **City**.
  - a. Prior to beginning construction of any new **Trails** within the **City** or construction within the **Pit**, **WMBC** must first obtain the advance written approval of the **City Manager** or that person's designee.
  - b. **City** and **WMBC** agree that **WMBC** will construct the **Trails** and the **Pit**:
    - i. In accordance with a set of plans and specifications pre-approved by **City Manager** prior to beginning any construction;
    - ii. In accordance with all applicable laws, ordinances, rules, regulations, and specifications of all federal, state, county, city, and other governmental agencies applicable to the **City** now or hereafter in effect;
    - iii. In a good and workman-like manner; and
    - iv. In accordance with the industry standards of care, skill, and diligence.
  - c. **WMBC** shall be solely responsible for initiating, maintaining, and supervising all safety precautions in connection with construction or material alteration of the **City Property** and **WMBC's** use thereof.
  - d. Any work by **WMBC** prior to approval by the **City Manager** may be stopped at the discretion of the **City Manager** and subject to removal and replacement by **WMBC** at **WMBC's** own expense.
  - e. **Trail** and **Pit** maintenance shall include, but not be limited to: repairing and/or replacing that which is considered eroded or in disrepair; pruning of trees; removal of brush; and litter control.
  - f. **WMBC** may mow and trim the **City Property** on a more frequent basis than current mowing schedules set by the **City Manager**, at its sole cost and expense. Mowing will be conducted in a manner to comply with set guidelines used for

general mowing on any **City Property** with the written permission of the **City Manager**. **WMBC** may prune trees and clear brush and all debris resulting from said work shall be removed by **WMBC**, at its sole cost and expense.

- g. **WMBC** shall keep **City** informed of any modification planned for **City Property** and shall not conduct any modifications including, but not limited to, any trimming and/or pruning or tree removal, until written approval is obtained from the **City Manager**.
- h. **WMBC** shall provide **City** with any maintenance schedules deemed necessary.
- i. **WMBC** shall not permit motorized vehicles, excluding mowing equipment, onto improved areas within the **City Property** without advance written permission by the **City Manager**.
- j. **WMBC** shall have the right to erect signs in compliance with all federal, state, and local statutes, ordinances, rules, regulations, and specifications, displaying the **Trails** and the **Pit** and the sponsorship of the activities by the **WMBC**, subject to the prior approval of the **City Manager**. **WMBC** shall post safety guidelines for the **Trails** and the **Pit** in all areas of construction.

**2.01** The **City** will perform the following:

- a. Inspections to determine compliance with this User Agreement.
- b. Mow or cause to be mowed the **City Property** in accordance with the **City's** most current mowing practices.

**2.02** Damage to any **City**-owned property shall be investigated by proper authorities and determined cause will be submitted in a timely manner.

In the event that any **City**-owned property should be damaged or destroyed by **WMBC** during the performance of the **Trail** and **Pit** services hereunder, including, but not limited to, construction and maintenance of the **Trails** and the **Pit**, **WMBC** shall be solely responsible for all repairs or replacements. **City** shall determine whether any damage has been done, the amount of the damage, the reasonable costs of repairing the damage, and whether **WMBC** is responsible. **City** shall be the sole judge of the damage to the **City Property** in which judgment shall be exercised reasonably. Any damage by **WMBC** shall be repaired or replaced by **WMBC** to the reasonable satisfaction of **City** within thirty (30) calendar days of receipt of written notification from **City**, unless agreed to otherwise by the Parties in writing.

- 2.03** City shall permit **WMBC** to use the Aledo Community Center facilities without charge for community education events. **City** does not guarantee the availability of the Community Center on any specific date, and **WMBC** must follow the established protocols for reserving space at the Community Center.

### **SECTION 3 TERMS OF AGREEMENT**

- 3.01** Unless terminated earlier pursuant to the terms hereof, this **User Agreement** shall be for a term of **three (3) years beginning March 1, 2026, and ending on March 1, 2029 (“Term”)**. This **Term** may be renewed every **three (3) years** under the same conditions and terms only by mutual, written agreement of the Parties. **WMBC** must advise the **City** in writing of its intent to renew this **User Agreement** at least thirty (30) days prior, but no earlier than ninety (90) days prior, to the termination date of the **Term**.

### **SECTION 4 ALTERNATIONS AND ADDITIONS**

- 4.01** **WMBC** shall not make or cause to be made any alterations, additions, or improvements to the **City Property** without the prior written consent of the **City Manager** as set forth above in Section 2. The **City Manager** reserves the right to either approve or disapprove of any plans, either in whole or in part, as may be necessary in its sole and absolute discretion.
- 4.02** All alterations, additions, and improvements, including, but not limited to, the **Trails** located on the described **City Property**, made with the written consent of the **City Manager** shall, upon completion and acceptance by the **City**, become the property of the **City**.

### **SECTION 5 RIGHT OF ACCESS**

- 5.01** The **City** does not relinquish the right to control the management of the **City Property, Trails, the Pit**, or any designated area mentioned in Section 1, or the right to enforce all necessary and proper rules for the management and operation of the same. The **City**, by and through its **City Manager** and any other designated representative, has the right at any time to enter any portion of the **City Property** without causing or constituting a termination of the use or any interference of the use of the **City Property** by **WMBC** for the purpose of inspecting and maintaining the same and doing any and all activities necessary for the proper conduct and operation of public property; provided this shall not authorize or empower **City** to direct the activities of **WMBC** or assume liability for **WMBC’s** activities. **WMBC** shall have no right to exclude any member of the public or otherwise prevent any other member of the public from utilizing the **Trails** or the **Pit** unless so authorized by **City** to do so through a Special Event Permit.

- 5.02** The **City** reserves the right to modify or remove any improvements made by **WMBC**, including but not limited to, the **Trails** or the **Pit**, at the **City Property** as deemed necessary by the **City Manager**, in his/her sole discretion, for situations that include, without limitation, the following:
- a. **WMBC** ceases to maintain the **City Property** according to this User Agreement.
  - b. The **City Property** becomes a hazard to the general public.
  - c. The **City** determines, in its sole discretion, that another beneficial use for the **City Property** exists, to include, without limitations, street relocation, street alignment, and the installation of public utilities or improvements.

**SECTION 6**  
**INDEMNIFICATION, LIABILITY, AND WAIVERS**

- 6.01** **WMBC AGREES TO AND DOES HEREBY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVE, AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS, AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE RELATED TO, ARISE OUT OF OR BE OCCASIONED BY: (I) WMBC'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (II) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF WMBC, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS, VOLUNTEERS, OR SUBCONTRACTORS, RELATED TO INSTALLATION AND MAINTENANCE OF IMPROVEMENTS IN OR TO THE MEDIANS, RIGHTS-OF-WAYS, DESIGNATED AREAS, WATERWAYS OR CREEK BEDS LOCATED WITHIN THE CITY PROPERTY, OR THE PERFORMANCE OF THIS AGREEMENT; AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR WILLFUL ACTS OF BOTH WMBC AND CITY OR ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**
- 6.02** **WMBC** covenants and agrees that the **City** shall in no way nor under any circumstances be responsible for any property belonging to **WMBC**, its members, employees, agents, contractors, subcontractors, invitees, licensees, volunteers or trespassers, which may be stolen, destroyed, or in any way damaged, and **WMBC HEREBY INDEMNIFIES AND HOLDS HARMLESS THE CITY FROM AND AGAINST ANY AND ALL SUCH CLAIMS.** The **City** does not guarantee police protection and will not be liable for any loss or damage sustained by **WMBC**, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers on any of the **City Property**.
- 6.03** **WMBC** agrees to forever release and waive all claims against the **City**, its departments, officers, agents, employees, and representatives for any and all claims, lawsuits, damages, and liabilities, including, but not limited to, personal injury (including death) and property damage or loss, from

any act or omission of **WMBC**, its employees, officers, agents, representatives, and volunteers in connection with this User Agreement. **WMBC** shall ensure that each and every community participant or volunteer who assists the **WMBC** in the fulfillment of this User Agreement executes the **City's** Release, Waiver, and Indemnification Agreement ("Release") before providing or performing any service at the **City Property**, a copy of which is attached hereto as **Exhibit B**. **WMBC** shall retain a copy of this User Agreement during the **Term** and for three (3) years thereafter, and shall provide the **City** with all originals upon request. **WMBC** acknowledges and understands that the Release attached as **Exhibit B** is only effective for one (1) year from the date of signature of each individual community participant; therefore, **WMBC** shall ensure that each community participant has a currently executed **Release**, as provided in **Exhibit B**, prior to allowing that person to provide or perform any services at the **City Property**.

- 6.04** It is further agreed that the acceptance of this Release shall not constitute a waiver by the **City of Aledo** of any defense of governmental immunity, where applicable, or any other defense recognized by the Statutes and Court decisions of the State of Texas.

## **SECTION 7 INSURANCE**

- 7.01** The **City of Aledo** will not require insurance under this **User Agreement** unless the fulfillment of any obligations hereunder requires the use of a contractor or riding equipment, which may include, without limitation, a riding lawnmower or bulldozer. If the fulfillment of any obligations requires the use of a contractor, then the contractor must have, at a minimum, insurance coverage as detailed below. Likewise, if the **WMBC** desires to use riding equipment to fulfill any obligation under this Agreement, then the **WMBC** must have at a minimum, insurance coverage as detailed below. Prior to commencing any work, the **WMBC** and/or its contractor (as applicable) shall deliver to **City** certificates documenting a \$1,000,000-dollar minimum liability insurance coverage listing the City of Aledo as a certificate holder and/or additional insured as City of Aledo, P.O. Box 1, Aledo, Texas 76008, as its interest may appear. The **City** may elect to have the **WMBC** or its contractor submit its entire policy for inspection. All insurance must be maintained through the **Term** that such activities shall take place on the **City Property**. The **City** requires **WMBC** to provide additional automobile insurance certificates for any use of contractual equipment to include, but not limited to riding lawnmower or bulldozer which will be used on **City Property**.

- a. Insurance coverage and limits:
  - i. Commercial General Liability Insurance \$1,000,000 each occurrence.
  - ii. \$2,000,000 aggregate.
- b. Automobile Liability Insurance:

- i. Coverage on vehicles involved in the work performed under this contract: \$1,000,000 per accident on a combined single limit basis or: \$500,000 bodily injury each person: \$1,000,000 bodily injury each accident: and \$250,000 property damage.
  - ii. The named insured and employees of **WMBC** or its contractor shall be covered under this policy.
  - iii. The **City of Aledo** shall be named as a certificate holder and/or additional insured as City of Aledo, PO Box 1, Aledo, Texas 76008, as its interests may appear.
  - iv. Liability for damages occurring while loading, unloading, and transporting materials collected under this **User Agreement** shall be included under this policy.
- c. Worker's Compensation:
- i. Coverage A: Statutory limits.
  - ii. Coverage B: \$100,000 each accident.
  - iii. \$500,000 disease-policy limit.
  - iv. \$100,000 disease-each employee.
- d. Miscellaneous:
- i. Applicable policies shall be endorsed to name the City of Aledo as a certificate holder and/or additional insured as City of Aledo, P.O. Box 1, Aledo, Texas 76008, as its interests may appear. The term **City** shall include its employees, officers, officials, agents, and volunteers with respect to services.
  - ii. Certificate(s) of Insurance shall document that insurance coverage specified herein is provided under applicable policies documented thereon.
  - iii. Any failure on the part of the **City** to request required insurance documentation shall not constitute a waiver of the insurance requirements.
  - iv. Any failure on the part of **WMBC** to maintain the required insurance as so stated will result in immediate termination of this **User Agreement**.
  - v. **WMBC** will be required to submit a Special Event Application to the City of Aledo, for any organized event on **City Property**, no later than (30) days prior to the

special event, including any additional insurance or other requirements as necessary.

- vi. **WMBC** will provide a minimum of a thirty (30) day notice of insurance cancellation or material change in insurance coverage to the **City**. A ten (10) day notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto **WMBC's** or its contractor's insurance policies. Notice shall be sent to City Manager, City of Aledo, P.O. Box 1, Aledo, Texas 76008.
- vii. Insurers for all policies must be authorized to do business in the State of Texas or be otherwise approved by the **City**; and such insurers shall be acceptable to the **City** in terms of their financial strength and solvency.
- viii. Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the **City** in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups also must be approved by the **City Manager**. Dedicated financial resources or Letter of Credit may also be acceptable to the **City**.
- ix. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the **City** with respect to the **User Agreement**.
- x. The **City** shall be entitled, upon its request and without incurring expense, to review the **WMBC's** or its contractor's insurance policies including endorsements thereto and, at the **City's** discretion, the **WMBC** or its contractor may be required to provide proof of insurance premium payments.
- xi. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless the **City** approves such exclusions.
- xii. The **City** shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of contractor's overhead.
- xiii. All insurance required above shall be written on an occurrence basis in order to be approved by the **City**.
- xiv. If **WMBC** does not have employees or automobiles, **WMBC** will not be required to obtain Auto Liability or Worker's Compensation insurance.

**7.02** In the case of hosting a Special Event on said **City Property**, **WMBC** will abide by Special Event insurance requirements when submitting a request to the **City** on a special event application along with any other requirements needed during the Special Event timeframe.

## **SECTION 8 CHARITABLE ORGANIZATION**

**8.01** **WMBC** agrees that, if it is a charitable organization, corporation, entity, or individual enterprise have, claiming, or entitled to any immunity, exemption (statutory or otherwise), or limitation from and against liability for damage or injury to property or person under the provisions of the Charitable Immunity and Liability Act of 1987, C.P.R.C., *et seq.*, or other applicable law, **WMBC** hereby expressly waives its right to assert or plead defensively any such immunity or limitation of liability against the **City**. If applicable, **WMBC** annually shall submit proof of a 501(c)(3) certificate of eligibility to the **City**.

## **SECTION 9 INDEPENDENT CONTRACTOR**

**9.01** **WMBC** shall perform all work and services hereunder as an independent contractor, and not as an officer, agent, servant, or employee of the **City**. **WMBC** shall have exclusive control of, and the exclusive right to, control the details of the work performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, and subconsultants (or subcontractors). Nothing herein shall be construed as creating a partnership or joint venture between the **City** and **WMBC**, its officer, agents, employees, and subconsultants (or subcontractors), and the doctrine of respondent superior has no application as between the **City** and **WMBC**.

## **SECTION 10 COMPLIANCE WITH LAWS; LICENSES AND PERMITS**

**10.01** This **User Agreement** will be subject to all applicable federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to all provisions of the **City's** Charter and ordinances, as amended.

**10.02** **WMBC** shall obtain and keep in effect at its own cost and expense all licenses and permits, and pay all taxes incurred or required, in connection with this **User Agreement** and its operations hereunder.

## **SECTION 11 LIENS**

**11.01** **WMBC** agrees not to take any action that would result in the creation of any lien on **City Property**. In the event that a lien is filed, as a result of any action of **WMBC**, **WMBC** will take all necessary steps to bond around or remove the lien within ten (10) days of filing.

**SECTION 12  
TERMINATION AND DEFAULT**

- 12.01** Either Party may terminate this **User Agreement** without cause by the giving of a thirty (30) day notice in writing to the other Party.
- 12.02** **WMBC** shall be in default under this **User Agreement** if **WMBC** breaches any term or condition of this **User Agreement** and such breach remains uncured after thirty (30) calendar days following receipt of written notice from the **City** referencing this **User Agreement** (or, if **WMBC** has diligently and continuously attempted to cure following receipt of such written notice, but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both Parties mutually and in good faith, shall be given). After notice and opportunity to cure as provided in the **User Agreement**, the **City** shall have the right, and without further notice, to declare this **User Agreement** immediately terminated and to enter into and take full possession of the **City Property** save and except such personal property and equipment as may be owned by **WMBC**.

**SECTION 13  
NON-DISCRIMINATION/DISABILITIES**

- 13.01** **WMBC**, in its construction, maintenance, occupancy, or use of said **City Property** shall not discriminate against any person(s) because of race, age, gender, religion, color, national origin, sexual orientation, disability, or any other legally protected class of individuals.

**SECTION 14  
NOTICES**

- 14.01** All notices required or permitted under this **User Agreement** shall be conclusively determined to have been delivered when:
- a. Hand-delivered to the other Party, its agent, employee, servant, or representative, or
  - b. Received by the other Party by reliable overnight courier or United States Mail, postage prepaid, return receipt requested, at the address stated below or to such other address as one Party may from time to time notify the other in writing.

**CITY:**  
City of Aledo  
Attention: City Manager  
200 Old Annetta Road  
PO Box 1  
Aledo, Texas 76008

**WMBC:**  
Weatherford Mountain Bike Club  
President - Lawrence Colvin  
200 South Oakridge Drive, Ste. 101  
Hudson Oaks, Texas 76087-2501

**SECTION 15  
VENUE AND JURISDICTION**

**15.01** This **User Agreement** shall be governed by the laws of the State of Texas. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this **User Agreement** shall be in Parker County, Texas.

**SECTION 16  
SUBLETTING, ASSIGNING, MORTGAGING**

**16.01** **WMBC** agrees that it will not subcontract or assign all or any part of its rights, privileges, or duties hereunder without the prior written consent of the **City Manager**, and any attempted subcontract or assignment of same without such prior consent of the **City Manager** shall be void. Consent shall not be unreasonably withheld.

**16.02** Subject to the limitations contained herein, the covenants, conditions, and agreements made and entered into by the Parties hereunder are declared to be for the benefit of and binding on their respective successors, representatives, and permitted assigns, if any.

**SECTION 17  
WAIVER, SECTION HEADINGS, SEVERABILITY, AND AMENDMENTS**

**17.01** It is agreed that in the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either **WMBC** or the **City** in connection with the rights and obligations contained in the valid covenants, conditions, or provisions of this **User Agreement**.

**17.02** The waiver by the **City** of any default or breach of a term, covenant, or condition of this **User Agreement** shall not be deemed to be a waiver of any other breach of that term, covenant, or condition or any other term, covenant, or condition of this **User Agreement**, regardless of when the breach occurred.

**17.03** The headings in this **User Agreement** are inserted for reference only, and shall not define or limit the provisions hereof.

**17.04** Except as otherwise provided in this **User Agreement**, the terms and provisions of this **User Agreement** may not be modified or amended except upon the written consent of both **City** and **WMBC**.

**SECTION 18  
FORCE MAJEURE**

**18.01** If either Party is unable, either in whole or part, to fulfill its obligations under this **User Agreement** due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency of the United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party's reasonable control (collective, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the **City** may, in its sole discretion, close or postpone the opening of its community centers, parks, or other City-owned and operated properties and facilities in the interest of public safety and operate them as the **City** sees fit. **WMBC** hereby waives any and all claims it may have against the **City** for damages resulting from any such Force Majeure Events.

**SECTION 19  
CONDITION OF THE CITY PROPERTY**

- 19.01** **WMBC** accepts the **City Property** in its present condition, finds it suitable for the purposes intended, and further acknowledges that it is thoroughly familiar with such condition by reason of a personal inspection and does not rely on any representations by **City** as to the condition of the **City Property** or its suitability for the purposes intended.
- 19.02** **WMBC** accepts the **City Property** herein described subject to all previous recorded easements, if any, that may have been granted on, along, over, under or across said **City Property**, and releases **City** from any and all damages, claims for damages, losses, or liabilities that may be caused to all invitees, licensees, or trespassers by reason of the exercise of such rights or privileges granted in said easements.

**SECTION 20  
GOVERNMENTAL POWERS AND AUTHORIZATION**

- 20.01** It is understood that by execution of this **User Agreement**, the **City** does not waive or surrender any of its governmental powers.
- 20.01** By executing this **User Agreement**, **WMBC's** agent affirms that he or she is authorized by **WMBC** to execute this **User Agreement** and that all representations made herein with regard to **WMBC's** identity, address, and legal status (corporation, partnership, individual, etc.) are true and correct.

**SECTION 21  
COUNTERPARTS AND ELECTRONIC SIGNATURES**

**21.01** This **User Agreement** may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

**SECTION 22  
AUDIT**

**22.01** **WMBC** agrees that **City** and its internal auditor will have the right to audit, which shall include, but not be limited to, the right to complete access to and the right to examine the financial and business records of **WMBC** that relate to this **User Agreement**, including, but not limited to, all necessary books, papers, documents, records, and personnel, (collectively "**Records**") in order to determine compliance with this **User Agreement**. **WMBC** shall make all **Records** available to **City** at a location in City of Aledo offices acceptable to both Parties within thirty (30) days after written notice by **City** and shall otherwise cooperate fully with **City** during any audit. Notwithstanding anything to the contrary herein, this section shall survive expiration or earlier termination of this **User Agreement** for a period of three (3) years.

**SECTION 23  
ENTIRE UNDERSTANDING, BINDING COVENANTS, AND CONSTRUCTION**

**23.01** This **User Agreement**, including all exhibits attached hereto, constitutes the final, entire, and complete agreement between **WMBC** and the **City** and supersedes any prior and contemporaneous negotiations, understandings, representations, and/or agreements between the Parties. Any prior contemporaneous oral or written agreement, that purports to vary from the terms hereof, shall be void.

**EXECUTED on this date to be effective on March 1, 2026, the date set forth in Section 3.**

**CITY OF ALEDO, TEXAS ("CITY")**

**WEATHERFORD MOUNTAIN BIKE CLUB ("WMBC")**

By: \_\_\_\_\_  
Candice Edmondson, City Manager

By: \_\_\_\_\_  
Lawrence Colvin, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ON THIS TRAIL YOU MAY EXPERIENCE:**

- NATURAL SURFACE - DIRT, MUD, GRAVEL, SHIFTING ROCK, SLIPPERY SURFACE, ETC.
- ROCKS, ROOTS, AND/OR DOWNED VEGETATION ON TRAIL.
- STEEP GRADES AND INCLINES MORE THAN 10%.
- WATER / STREAM CROSSINGS WITHOUT BRIDGES.
- BRIDGES AND/OR STRUCTURAL CROSSINGS.
- PHYSICALLY CHALLENGING OBSTACLES.
- BLUFFS OR DROP-OFFS NEXT TO TRAIL.
- RAISED OR PROTRUDING OBSTACLES.
- OCCASIONAL WATER OVER TRAIL.
- LOW-HANGING VEGETATION.
- WOOD OR STONE STEPS.
- NARROW PASSAGES.
- ROAD CROSSING.

**TRAIL REMINDERS:**

- DON'T RIDE, HIKE OR RUN MUDDY TRAILS.**
- FOR TRAIL OPEN/CLOSED STATUS SEE: [www.facebook.com/WMBCTX/](http://www.facebook.com/WMBCTX/)
- READ THE "RULES OF THE TRAIL."
- TRAIL AND BRIDGES FREEZE AT 32".
- TRAIL IS OPEN DAWN TILL DUSK.
- OBSERVE DIRECTION ARROWS.
- HELMETS ARE REQUIRED.
- CARRY ENOUGH WATER.
- WATCH FOR SNAKES.
- STAY ON TRAIL.



Nov 30, 2023



CHAMPIONS DRIVE

PARKS OF ALEDO TRAILHEAD PARKING (SATURDAY & SUNDAY ONLY)

FIRST BANK ALEDO

BAILEY RANCH ROAD

ALEDO HIGH SCHOOL

911 EMERGENCY SERVICES PARKER COUNTY ESD #1 ALEDO STATION #54

POA Bluffs Trails

POA Prairie Trails

POA Lakes Trails



ACCESS ACROSS PRIVATE LAND PLEASE STAY ON TRAIL



KNOW BEFORE YOU RIDE: ALWAYS WEAR YOUR SEATBELT, HELMET, AND SAFETY VEST. ALWAYS USE YOUR BRAKE AND SHIFTS. ALWAYS USE YOUR BRAKE AND SHIFTS. ALWAYS USE YOUR BRAKE AND SHIFTS.

ROAD SUPPORTS OF TRAILS COMMON CLOSURES

CLASSIFIED ELECTRIC MOUNTAIN BIKES (E-MTB)

CLASS 1

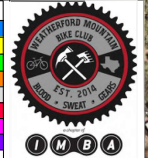
- 750 watt motor or less
- pedal assist only
- Max motor assisted speed of 20 mph
- No throttle



**LEGEND**

Blue Loop (0.60 miles)
Yellow Loop (0.60 miles)
Green Loop (1.40 miles)
Orange Loop (1.05 miles)
Gray Loop (1.18 miles)
Red Loop (0.60 miles)
Violet Trail (0.25 miles)
Purple Trail (0.25 miles)

911 Emergency Location Points A1 - thru Z2



Parks of Aledo Trails, 1700 Jenkins Road, Aledo, Texas 76808  
 FOUNDED IN OCTOBER 2014, THE WEATHERFORD MOUNTAIN BIKE CLUB (WMBC) AN IRMA LOCAL CHAPTER, IS AN ORGANIZATION OF CITIZEN VOLUNTEERS DEDICATED TO BUILDING SUSTAINABLE, MULTI-USE NATURE TRAILS IN THE CITY OF WEATHERFORD AND THE PARKER COUNTY REGION.  
 LOG ON TO FACEBOOK ([www.facebook.com/WMBCTX/](http://www.facebook.com/WMBCTX/)) OR CLUB WEBSITE ([www.WMBCTX.org](http://www.WMBCTX.org))



**TRAIL REMINDERS:**  
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 FOR TRAIL OPEN/CLOSED STATUS SEE:  
[www.facebook.com/WMBCTX/](http://www.facebook.com/WMBCTX/)  
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 CARRY ENOUGH WATER.  
 WATCH FOR SNAKES.  
 STAY ON TRAIL.

**ON THIS TRAIL YOU MAY EXPERIENCE:**  
 NATURAL SURFACE - DIRT, MUD, GRAVEL, SHIFTING ROCK, SLIPPERY SURFACE, ETC.  
 STEEP GRADES AND INCLINES MORE THAN 10%.  
 WATER / STREAM CROSSINGS WITHOUT BRIDGES.  
 BRIDGES AND/OR STRUCTURAL CROSSINGS.  
 PHYSICALLY CHALLENGING OBSTACLES.  
 BLUFFS OR DROP-OFFS NEXT TO TRAIL.  
 RAISED OR PROTRUDING OBSTACLES.  
 OCCASIONAL WATER OVER TRAIL.  
 LOW-HANGING VEGETATION.  
 WOOD OR STONE STEPS.  
 NARROW PASSAGES.  
 ROAD CROSSINGS.

- NO E-BIKES NO PEDAL ASSIST**
- WEAR YOUR HELMET SAFETY FIRST**
- CAUTION SNAKES**
- ACCESS ACROSS PRIVATE LAND**
- PLEASE STAY ON TRAIL**

**PARENTS / GUARDIANS:**  
 - HIKE / RIDE THE TRAIL WITH YOUR KIDS TO EXPLAIN THE CHALLENGES AND HAZARDS OF THE TRAIL BEFORE ALLOWING YOUR KIDS TO HIKE/RIDE ON THE TRAIL ON THEIR OWN.  
 - HAZARDS POSITIVELY EXIST ON TRAIL. ROCKS ARE HARD, CACTUS ARE POINTY. THE GROUND DOESN'T MOVE. GRAVITY IS REAL. YOU CAN AND PROBABLY WILL FALL DOWN. PLEASE RIDE WITHIN YOUR LIMITS.



THE PIT Kids' MTB Skills Area and Trail, 104 Robinson Street, Aleo, Texas 76008  
 FOUNDED IN OCTOBER 2014, THE WEATHERFORD MOUNTAIN BIKE CLUB (WMBCL) AN IMBA LOCAL CHAPTER, IS AN ORGANIZATION OF CITIZEN VOLUNTEERS DEDICATED TO BUILDING SUSTAINABLE, MULTI-USE NATURE TRAILS IN THE PARKER COUNTY REGION.  
 LOG ON TO: FACEBOOK ([www.facebook.com/WMBCTX/](http://www.facebook.com/WMBCTX/)) OR CLUB WEBSITE ([www.WMBCTX.org](http://www.WMBCTX.org)).



7/16/2022 11:48:11 AM BY: [unreadable] FILE: [unreadable] PATH: [unreadable]

Hillbunners

**EXHIBIT B**

**Release, Waiver, and Indemnification Agreement**

I, \_\_\_\_\_, agree to perform for the WEATHERFORD MOUNTAIN BIKE CLUB (“WMBC”) trail construction and/or maintenance (“Work”) on the Parks of Aledo Trails (“Trails”), and do hereby FOREVER RELEASE, HOLD HARMLESS, INDEMNIFY AND AGREE TO DEFEND the City of Aledo, its officers, agents, servants, employees, from any and all claims, demands, liability, suits, actions or causes of action which I have for property loss or damage, and/or personal injury, including death, and particularly for any and all medical or hospital expenses, doctor bills, nurse expenses, drugs, or any other damages of any kind or character and any other type of damage which I may hereinafter have, arising out of, resulting or in any way connected with my participation in WMBC’s Work on the Trails, whether or not caused by the alleged negligence of the City of Aledo, its officers, agents, servants, employees, and persons for whom community service is specifically provided.

It is understood and agreed that I will perform any Work solely at the direction of WMBC, and not as an employee, contractor, or agent of the City of Aledo, its employees or officials.

**I hereby assume all responsibility and liability for such damages or injuries I may sustain.**

I have read this Release, Waiver and Indemnification Agreement (“Release”) and fully understand its terms and conditions. I have not been influenced to any extent whatsoever by any representation or statement not contained herein. I hereby acknowledge that this Release is given in consideration of being allowed to participate and perform community service.

I acknowledge that I am mentally capable of understanding directions and orders given by City of Aledo staff members, that I am physically capable of carrying out general labor duties, and I consent to medical treatment given if an injury occurs.

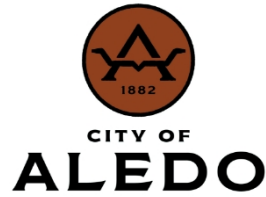
Medical conditions \_\_\_\_\_

Allergies to medications \_\_\_\_\_

I, the undersigned, hereby acknowledge that I have read and understand the above.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature



**Date:** February 19, 2026  
**To:** City Council  
**From:** Candice Edmondson, City Manager  
**Subject:** Consider renaming the Aledo Community Center the Terry Hyles Community Center

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**Summary:**

The Aledo Community Center is located on property that was donated to the City of Aledo in 2010 by the Aledo Park and Community Center. Terry Hyles was a long-time Aledo resident and served as President of the Aledo Park and Community Center at the time of the donation.

In recognition of his leadership and service to the community, a request has been made to consider renaming the facility the Terry Hyles Community Center. Mayor Davis requested that this item be placed on the agenda for City Council discussion and consideration.

**Recommendation:**

Staff recommends that City Council discuss and consider the request to rename the Aledo Community Center the Terry Hyles Community Center and provide direction to staff.

**Attachments:**

None