

**Regular Planning and Zoning Commission Meeting**  
City Council Chambers  
Aledo Municipal Complex, 200 Old Annetta, Aledo, Texas 76008  
Thursday, March 12, 2026, at 6:00 PM

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**AGENDA**

**1. Call to Order**

**2. Invocation**

**3. Pledge of Allegiance**

**4. Public Comment**

This is an opportunity to address the Planning Commission on any matter, whether or not it is posted on the agenda. Individual public 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 public to hold their comment on an agenda item if the item is posted as a Public Hearing. The Planning and Zoning Commission cannot, by law, take any action, nor have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The Planning and Zoning Commission will receive the information and ask City Staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

**5. Consent Agenda**

**a. Approve Minutes**

- **December 11, 2025**
- **January 8, 2026**
- **February 12, 2026**

**6. Public Hearings and Action Items**

The following items are the regular business of the Planning and Zoning Commission. If any item requires a public hearing, it will be noted in the caption of the item.

- a. Hold a public hearing and consider a recommendation on a change in zoning from an interim classification of (AG) Agricultural to (C-3) Regional Commercial for property located at 2 Dean Drive, Aledo, TX, 76008, located along Dean Drive and south of the intersection of Dean Drive and Bankhead Highway, and further identified as Lot 2R1, 2R2, 2R3, 2R4, 2R5, Mid-Park Business Community – 5.23 acres.**
- b. Discussion/Presentation on Traffic Levels of Service (LOS).**

**7. Adjourn**

**Note:** The Aledo Planning and Zoning Commission 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.

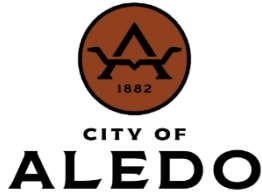
This facility is wheelchair accessible and accessible parking spaces are available. In accordance with the Americans with Disabilities Act, persons who need additional accommodations to attend or participate in the meeting should contact the City Secretary's office at (817) 441-7016 at least 48 hours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

**CERTIFICATION**

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted 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](#), 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 Planning and Zoning Commission Meeting**  
Aledo Community Center, 104 Robinson Court, Aledo, Texas 76008  
Thursday, December 11, 2025, at 6:00 PM

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**Minutes**

The Aledo Planning and Zoning Commission convened on Thursday, December 11, 2025, at 06:00 PM, at the Aledo Community Center, 104 Robinson Court, 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:

**Commissioners Present**            Matt Poston, Chair  
   Byron Smith  
   Jessica Dobbins  
   Sandra Smith (Alternate)  
   Kimberly Hiebert (Alternate)

**Staff Present**                         Mark McDaniel, Interim City Manager  
   Staci L. King, City Secretary  
   Elizabeth Yelverton, City Attorney  
   Grant Fore, Berkely Group, via teleconference

**1. Call to Order**

Chairman Matt Poston called the meeting to order at 06:00 PM.

**2. Invocation**

Chairman Matt Poston led the invocation

**3. Pledge of Allegiance**

Chairman Matt Poston led the Pledge of Allegiance to the United States flag.

**4. Public Comment**

No one came forward to address the Commission.

**5. Consent Agenda**

**a. Approval of September 11, 2025 Regular Meeting Minutes**

**b. Approval of November 10, 2025 Joint Work Session Minutes**

MOTION by Byron Smith, second by Sandra Smith, to approve the consent agenda as presented. MOTION PASSED by unanimous vote.

**6. Public Hearings and Action Items**

**a. Presentation: Recap of 11/10/25 Joint City Council and Planning and Zoning Commission UDC Review Workshop and Introduction of Zoning and Land Use**

Grant Fore, Senior Planner, Berkley Group, presented the Commission with a recap of the Joint UDC Work Session. No action taken.

- b. Consideration and possible action on a Final Plat of Parcel ID 38068 1.470 acres Abst: 240, Survey: CARR CALVIN M, TR, Parcel ID 38069 1.360 acres Abst: 240, Survey: CARR CALVIN M, TR, Parcel ID 38059 1.500 acres Abst: 240, Survey: CARR CALVIN M, TR; establishing the Parkside Subdivision, Lots 1-15, 16 (Open Space), Block 1, totaling 4.336 acres in size, generally located along FM 5 near Cedar Bluff Court**

MOTION by Byron Smith, second by Sandra Smith, to forward a positive recommendation to Council contingent upon approval of the downstream analysis by the city engineer. MOTION PASSED by unanimous vote.

- c. Hold a public hearing to consider and recommend amendment to Article 1, General Provisions, Section 14, Changes and Amendments to all zoning ordinance and districts and administrative procedures, of the City of Aledo Unified Development Code (UDC), pertaining to the public notice requirements for Zoning Change requests and protest criteria for Zoning Change requests.**

Chairman Poston opened the public hearing at 6:25 p.m. No one came forward to speak in favor of or opposition to the proposed amendments. Chairman Poston closed the public hearing.

MOTION by Byron Smith, second by Sandra Smith, to forward to Council with a positive recommendation. MOTION PASSED by unanimous vote.

- d. Hold a public hearing to consider and recommend amendment to Table 2.1, Allowed Uses, of the City of Aledo Unified Development Code (UDC), pertaining to the following uses: Adult Stores, Vape/CBD Shops, Cash-Advance Establishments and Pawn Shops**

Chairman Poston opened the public hearing at 6:25 p.m. Andrew Disney addressed the Commission regarding the proposed amendments. Chairman Poston closed the public hearing.

MOTION by Byron Smith, second by Sandra Smith, to forward to Council with a positive recommendation, with changes following guidance from the City Attorney: 1) Pawn Shops permitted by right in M-2 Heavy Industrial; and 2) Adult Stores, Vape/CBD shops, and Cash Advance Establishments permitted in M-2 Heavy Industrial with a Specific Use Permit (SUP). MOTION PASSED by unanimous vote.

- e. Hold a public hearing to consider and recommend amendment to Article 4, Signage, Table 1, Schedule for Permanent Signs, of the City of Aledo Unified Development Code (UDC) pertaining to ground-based signage in the Downtown (DT) zoning district.**

Chairman Poston opened the public hearing at 6:52 p.m. Andrew Disney addressed the Commission regarding the proposed amendments. Chairman Poston closed the public hearing.

MOTION by Byron Smith, second by Sandra Smith, to recommend approval of the proposed amendment to allow Monument Signs in Downtown with a Specific Use Permit (SUP). MOTION PASSED by unanimous vote.

- f. **Hold a public hearing to consider and recommend amendment to Article 5, Subdivision, subsections v), Construction Procedures, and vii), Issuance of Building Permits and Certificate of Occupancy, of the City of Aledo Unified Development Code (UDC) pertaining to the clarification of Site Development Permitting procedures.**

Chairman Poston opened the public hearing at 7:12 p.m. Andrew Disney addressed the Commission regarding the proposed amendments. Chairman Poston closed the public hearing.

MOTION by Byron Smith, second by Sandra Smith, to recommend approval of the proposed amendments with the following changes: correcting that nonpoint source pollution controls and tree protection measures should remain as a requirement prior to beginning construction, but not as a permit condition, and clarifying language on applicant's responsibility for project registration with TCEQ. MOTION PASSED by unanimous vote.

- g. **Hold a public hearing to consider and recommend amendment to Article 6, Definitions, of the City of Aledo Unified Development Code (UDC) to establish definitions for Service Bays and Self-Storage Facilities.**

Chairman Poston opened the public hearing at 7:12 p.m. Andrew Disney addressed the Commission regarding the proposed amendments. Chairman Poston closed the public hearing.

MOTION by Sandra Smith, second by Byron Smith, to forward a positive recommendation to Council. MOTION PASSED by unanimous vote.

## 7. **Adjourn**

The meeting was adjourned at 07:41 PM



**Regular Planning and Zoning Commission Meeting**  
Aledo Community Center, 104 Robinson Court, Aledo, Texas 76008  
Thursday, January 8, 2026, at 6:00 PM

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**Minutes**

The Aledo Planning and Zoning Commission convened on Thursday, January 8, 2026, at 06:00 PM, at the Aledo Community Center, 104 Robinson Court, 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:

**Commissioners Present**            Matt Poston, Chair  
   Holly Robertson, Vice Chair  
   Jessica Dobbins  
   Dolan Aucoin  
   Sandra Smith (Alternate)

**Staff Present**                            Candice Edmondson, City Manager  
   Staci L. King, City Secretary  
   Elizabeth Yelverton, City Attorney  
   Grant Fore, Berkely Group, via teleconference

**1. Call to Order**

Chairman Matt Poston called the meeting to order at 6:04 p.m.

**2. Invocation**

Commissioner Holly Robertson led the invocation.

**3. Pledge of Allegiance**

**4. Public Comment**

Andrew Disney, Westbrook Companies, addressed the Commission. He complimented the Commission for addressing the tree ordinance and requested clarification on a statement in the training presentation.

**5. Public Hearings and Action Items**

**a. Presentation: Training Series - Plats and Permits**

Grant Fore, Senior Planner, Berkely Group, gave a presentation about plats and permits. No action was taken.

**b. Consideration and possible action on a Replat of Lot 2, Mid-Park Business Community, 5.231 acres, establishing Lot 2R1, 0.989 acres, Lot 2R2, 0.783 acres, Lot 2R3, 1.600 acres, Lot 2R4, 0.930 acres, Lot 2R5, 0.929 acres, generally located along Dean Drive near Bankhead Highway.**

Grant Fore, Senior Planner, Berkley Group, presented the item to the Commission. He explained that the subject property was recently annexed into the Aledo city limits in June of 2025. The owner/applicant, Moncrief Properties, is proposing to replat the existing 5.231-acre lot into (5) five individual lots ranging from 0.9 to 1.6 acres. Staff recommended approval of the replat, subject to the following conditions: 1)The applicant shall address all outstanding plat review comments, and 2)The applicant shall address all outstanding construction plan review comments.

MOTION by Holly Roberson, second by Jessica Dobbins, to forward the request to Council with a positive recommendation with the conditions outlined above. MOTION CARRIED by unanimous vote.

- c. **Hold a public hearing to consider and recommend amendment 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.**

MOTION by Holly Roberson, second by Sandy Smith, to forward the proposed amendments to Council with a positive recommendation. MOTION CARRIED by unanimous vote.

- d. **Hold a public hearing to consider and recommend amendment to Chapter 22, Environment, Article X Tree Preservation, of the City of Aledo Code of Ordinances, pertaining to protected tree species.**

After discussion with the City Attorney, it was determined that this item was not within the Commission's purview and was removed from the agenda. No action taken.

- e. **Hold a public hearing to consider and recommend amendment 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.**

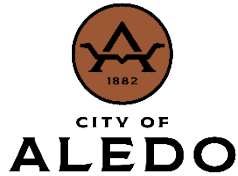
MOTION by Holly Roberson, second by Dolan Aucoin, to forward the proposed amendments to Council with a positive recommendation. MOTION CARRIED by unanimous vote.

- f. **Discussion: Size Allowance of Historic Decorative Pole Signs in Downtown (DT) Zoning District**

Grant Fore, Senior Planner, Berkley Group, led discussion regarding size allowance of decorative pole signs in the Downtown Zoning District.

## 6. **Adjourn**

The meeting was adjourned at 7:04 p.m.



## PLANNING AND ZONING COMMISSION MEETING

Thursday, February 12, 2026, at 6:00 PM

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### MINUTES

The Planning and Zoning Commission of the City of Aledo, Texas, convened on Thursday, February 12, 2026, at 6:00 p.m., at the Aledo Community Center, 104 Robinson Court, Aledo, Texas, for the purpose of a Regular Commission 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:

**COMMISSIONERS PRESENT**      Matt Poston, Chair  
   Holly Robertson, Vice Chair  
   Jessica Dobbins  
   Sandra Smith (Alternate)

**STAFF PRESENT**                      Candice Edmondson, City Manager  
   Alice Zamora, Permit Technician, serving as Secretary

**OTHERS PRESENT**                      Grant Fore, Berkley Group (via videoconference)  
   Elizabeth Yelverton, City Attorney

**1. CALL TO ORDER**

Chairman Matt Poston called the meeting to order at 6:00 p.m.

**2. INVOCATION**

Chairman Poston led the invocation.

**3. PLEDGE OF ALLEGIANCE**

Chairman Poston led the Pledge of Allegiance to the American flag.

**4. PUBLIC COMMENT**

No one came forward to address the Commission.

**5. CONSENT AGENDA**

- a. **Consider approval of the minutes of the Planning and Zoning Commission meetings held December 11, 2025, and January 8, 2026.**

This item was removed from the agenda.

**6. ITEMS FOR DISCUSSION**

- a. **Hold a public hearing to consider and recommend amendment to Article 4, Signage, Table 1 Schedule for Permanent Signs, of the City of Aledo Unified Development Code (UDC) pertaining to the maximum area and number of placards allowed for historic decorative Pole Signs.**

Chairman Poston opened the public hearing at 6:08 p.m. No one came forward to speak in favor of or opposition to the amendment. Public hearing closed at 6:08 p.m.

This amendment follows prior discussions at the December 14th and January 8th meetings

MOTION by Jessica Dobbins, second by Holly Robertson, to forward a positive recommendation to Council regarding amendments to Article 4, Signage, Table 1 Schedule for Permanent Signs pertaining to maximum area and number of placards allowed for historic decorative Pole Signs. MOTION CARRIED by unanimous vote.

- b. Hold a public hearing to consider and recommend amendment to Article 4, Signage, Table 1 Schedule for Permanent Signs, of the City of Aledo Unified Development Code (UDC) pertaining to criteria for approval of a Specific Use Permit (SUP) for a Monument Sign in the Downtown (DT) zoning district.**

Chairman Poston opened the public hearing at 6:13 p.m. No one came forward to speak in favor of or opposition to the amendment. Public hearing closed at 6:14 p.m. Discussion included clarification regarding nonconforming signs destroyed by storm damage (60% rule per UDC).

MOTION by Holly Robertson, second by Jessica Dobbins, to forward a positive recommendation to Council regarding amendments Article 4, Signage, Table 1 Schedule for Permanent Signs, criteria for approval of Specific Use Permit (SUP) for monument signs in Downtown. MOTION CARRIED by unanimous vote.

- c. Hold a public hearing to consider and recommend amendment to Article 6, Definitions, of the City of Aledo Unified Development Code (UDC), to establish definitions of: Adult Store, Cash Advance Establishment, Pawn Shop and Vape/CBD shop.**

Chairman Poston opened the public hearing at 6:19 p.m. No one came forward to speak in favor of or opposition to the amendment. Public hearing closed at 6:19 p.m. Discussion included clarification on vape shops and if there was a numerical limit on these uses; limited by zoning location. It was suggested to add clarifying language to include title loans and payday loans with cash advance establishments.

MOTION by Jessica Dobbins, second by Holly Robertson, to forward a positive recommendation to Council regarding amendments Article 6, to establish definitions for Adult Store, Cash Advance Establishment, Pawn Shop and Vape/CBD shop, with amendment to include title loans and payday loans under the cash advance definition. MOTION CARRIED by unanimous vote.

- d. Planning and Zoning Commission Training: Plat Design and Technical Review**

Grant Fore, The Berkley Group, led the training. No action taken.

## **7. ADJOURN**

The meeting was adjourned at 6:28 p.m.

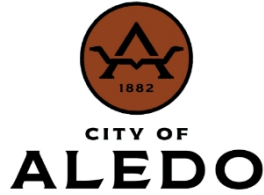
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Matt Poston, Chairman

ATTEST:

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Staci L. King, City Secretary



**Date:** March 12, 2026  
**To:** Planning and Zoning Commission  
**From:** Grant Fore, Senior Planner, Berkley Group  
**Subject:** Hold a public hearing and consider a recommendation on a change in zoning from an interim classification of (AG) Agricultural to (C-3) Regional Commercial for property located at 2 Dean Drive, Aledo, TX, 76008, located along Dean Drive and south of the intersection of Dean Drive and Bankhead Highway, and further identified as Lot 2R1, 2R2, 2R3, 2R4, 2R5, Mid-Park Business Community – 5.23 acres.

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**Summary:**

**Property Information**

OWNER: Moncrief Properties, LLC

APPLICANT: Tony Aaron

LOCATION: 2 Dean Drive, Aledo, TX 76008, further described as: Lots 2R1, 2R2, 2R3, 2R4, 2R5, Mid-Park Business Community

SIZE: 5.23 acres

EXISTING ZONING: AG

PROPOSED ZONING: C-3 Regional Commercial

EXISTING USE: Magnolia Learning Academy/Vacant

PROPOSED USE: Commercial

**Public Notice**

Staff completed all state-mandated public hearing notice requirements by mailing letters to property owners within 200', publishing notice within the Weatherford Democrat newspaper

and posting a sign at the subject property.

### **Background**

The subject property, 5.23 acres in total, is located at 2 Dean Drive near Bankhead Highway. A replat to divide the property into (5) five individual lots was approved by the Planning and Zoning Commission and City Council in January 2026. There is an existing use on the site, Magnolia Learning Academy, and the remainder of the property is vacant.

The property is abutted by the following land uses:

South: Aledo ISD Administrative/Transportation Offices

West: Aledo Administrative/Public Safety Offices; Contractors Office

East: Vacant

North: Vacant

The City of Aledo and Moncrief Properties, LLC, entered into a development agreement on March 18, 2025 that provided for the annexation of the subject property into the City of Aledo corporate limits in order to utilize City water and sewer services. The annexation was formally approved by the City Council on June 5, 2025. The agreement also contemplated the zoning of the property being C-3 Regional Commercial. The agreement states that consideration of the zoning in accordance with the agreement was to take place at the same City Council meeting as the action on annexation; however, that did not occur.

Per state and local regulations, the subject property automatically received an interim zoning classification of AG - Agricultural upon annexation since no permanent zoning classification was assigned at that time. The purpose of this item is to formally zone the property C-3 Regional Commercial in accordance with the development agreement.

### **Analysis**

#### **C-3 Zoning District:**

According to the Unified Development Code (UDC), the purpose of the C-3 Regional Commercial zoning district is: Non-residential uses operating as office, commercial, or neighborhood services.

The UDC also states that the intent of the C-3 Regional Commercial zoning district is to:

1. Accommodate a range and different scales of non-residential uses, including office, retail, commercial, and service uses needed by Aledo;
2. Encourage site planning, land use planning, and architectural design that create interesting and attractive environments;
3. Maintain and enhance the City's economic base and provide a range of shopping, entertainment, housing, lodging, and employment opportunities for the residents and

visitors of Aledo;

4. Minimize potential negative impacts of commercial and mixed-use development on adjacent residential neighborhoods; and
5. Help ensure that the appearance and operational impacts of commercial and mixed-use developments do not adversely affect the character of the areas in which they are located.

Criteria for Consideration:

Per Section 14: Changes and Amendments to all Zoning Ordinances and districts and administrative procedures, of the Unified Development Code (UDC), D: Action of the City Council, "In making its determination, the City shall consider, but are not limited to, the following factors:

1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.
2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.
3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unsuitable for development.
4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed changes.
5. The manner in which other areas zoned for similar development will be, or are likely to be, affected if the proposed amendment is approved, and whether the zoning classification for other areas should also be modified.
6. Any other factors which will substantially affect the public health, safety, morals, or general welfare of the community.

The Future Land Use Map (FLUM) adopted in 2018 contemplates this property as Industrial. The Unified Development Code notes that industrial areas can also include regional commercial uses and shopping attractions.

Staff finds that the C-3 zoning complies with the intent of the 2018 FLUM and is compatible with the surrounding uses.

**Recommendation:**

Pursuant to the criteria for consideration of a zoning change outlined in the Unified Development Code and the executed development agreement, Staff recommends approval of this change in zoning.

**Attachments:**

1. Attachment 1 - Dean Dr Development Agreement

EXHIBIT A

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS**

TO THE MAYOR OF THE GOVERNING BODY OF ALEDO, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Aledo, Texas, the following described territory, to wit:

5.231 acres, being Lot 2, MID-PARK BUSINESS COMMUNITY, an Addition to Parker County according to the Plat thereof recorded in Plat Cabinet A, Slide 566, Plat Records, Parker County, Texas, and being more particularly described, as follows:  
Beginning at a 5/8" iron rod found for the southwest corner of said Lot 2, for the northwest corner of Lot 1, ALEDO ISD MULTI-FACILITY CAMPUS ADDITION, an Addition the City of Aledo, Parker County, Texas according to the Plat thereof recorded in Plat Cabinet D, Slide 101, Plat Records, Parker County, Texas, for the east line of DEAN DRIVE (a 60' Right-of-Way);  
THENCE N 00° 14'32" E, along the common line of said Lot 2 and DEAN DRIVE, 561.74 feet to a 5/8" iron rod found at the beginning of a curve to the right whose radius is 220.00 feet and whose long chord bears N 19°25'38" E, 144.19 feet;  
THENCE along said curve, along the common line of said Lot 2 and DEAN DRIVE, through a central angle of 38°15'30", a distance of 146.90 feet to a 5/8" iron rod found at the end of said curve;  
THENCE N 38°33'28" E, along the common line of said Lot 2 and DEAN DRIVE, 376.87 feet to a 1/2" iron rod found for the north corner of said Lot 2, for the southwest line of EAST BANKHEAD HIGHWAY (a variable width Right-of-Way), for the northwest corner of the tract described in deed as Tract Three to Bailey Ranch, a Texas Limited Partnership (undivided 78% ownership interest) by deed recorded in Volume 2018, Page 163, Official Public Records, Parker County, Texas;  
THENCE S 00 °19'33" W, along the east line of said Lot 2, 993.39 feet to a 1/2" iron rod found for the southeast corner of said Lot 2, for the northeast corner of said Lot 1;  
THENCE N 89°48'18" W, along the common line of said Lots 2 and 1, 279.59 feet to the POINT OF BEGINNING and containing 5.231 acres of land.

We certify that the above-described tract of land is contiguous and adjacent to the City of Aledo, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Moncrief Properties, LLC  
a Texas limited liability company

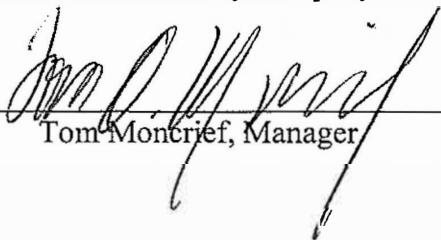
By:   
Tom Moncrief, Manager



EXHIBIT B

**NOTICE OF PUBLIC HEARINGS ON ANNEXATION:**

To be held on:

Public hearing No. 1 May 21, 2025 at 5:30 PM  
Public hearing No. 2 May 22, 2025 at 6:00 PM  
Aledo Community Center  
104 Robinson Ct.  
Aledo, Texas 76008

**NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:**

The City of Aledo, Texas, proposes to institute voluntary annexation proceedings pursuant to Section 43.067, Subchapter C-3, of Chapter 43 and Section 43.106, Subchapter E, of Chapter 43 of the Local Gov't Code, to enlarge and extend the boundary limits of said city and to include a tract of land owned by Moncrief Properties, LLC and the abutting road and abutting right-of-way on Dean Drive.

The property is 5.231 acres, being Lot 2, MID-PARK BUSINESS COMMUNITY, an Addition to Parker County according to the Plat thereof recorded in Plat Cabinet A, Slide 566, Plat Records, Parker County, Texas.

The City of Aledo, Texas proposes to annex the right-of-way adjacent to FM-1187 abutting the above described property from the current northern City limit boundary to the border of the City of Fort Worth extraterritorial jurisdiction at Bankhead Road, pursuant to Section 43.1056, Subchapter E, Texas Local Government Code.

Depictions and full legal descriptions will be available in the City Secretary's office.

Two public hearings will be held by and before the City Council of the City of Aledo, Texas on May 21, 2025 at 5:30 PM and on May 22, 2025 at 6:00 PM at the Community Center, 104 Robinson Ct., Aledo, Texas 76008 for all persons interested in the above-proposed annexations. All such persons shall have the right to appear and be heard.

For questions, please contact Staci King, City Secretary, City of Aledo, Aledo City Hall, 104 Maverick St., Aledo, Texas 76008; [sking@aledotx.gov](mailto:sking@aledotx.gov); 817-441-7016.

**LEGAL DESCRIPTION**

**BEING** a 5.237 acre (228,441 square foot) tract of land situated in the James R. Brown Survey, Abstract No. 69, Parker County, Texas, and being all of Lot 2, Mid-Park Business Community, an addition to Parker County, Texas according to the plat recorded in Volume A, Page 566, Plat Records, Parker County, Texas.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

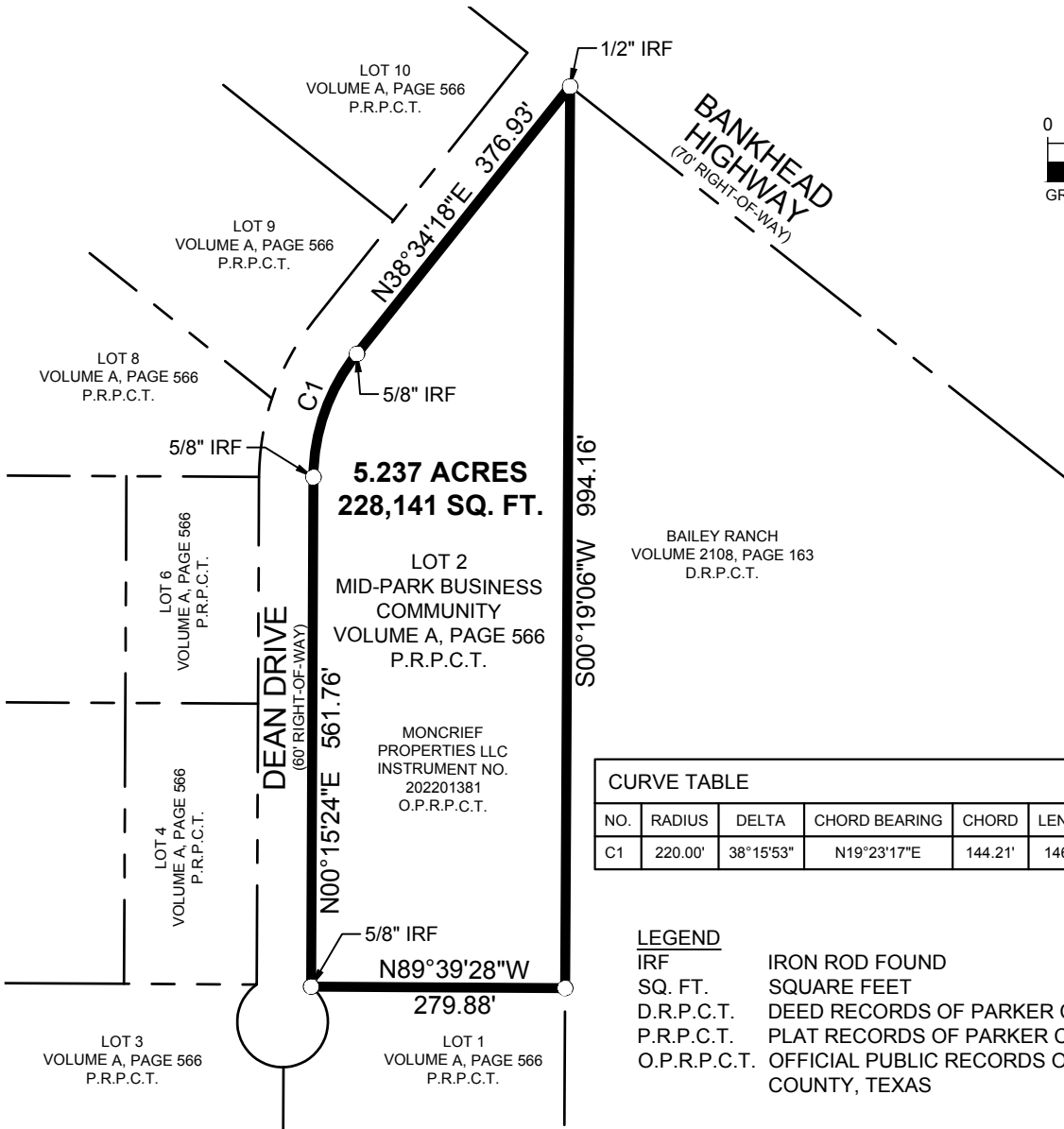
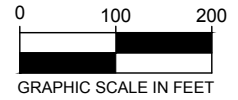
ANNEXATION EXHIBIT  
 ALL OF LOT 2,  
 MID-PARK BUSINESS COMMUNITY  
 VOLUME A, PAGE 566  
 JAMES R. BROWN SURVEY  
 ABSTRACT No. 69  
 PARKER COUNTY, TEXAS



SHAUN MARVIN PIEPKORN  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6432  
 110 W. INTERSTATE 20  
 FRONTAGE ROAD, SUITE 140  
 WEATHERFORD, TEXAS 76086  
 PH. 682-235-9512  
 shaun.piepkorn@kimley-horn.com



<b>Kimley»Horn</b>					
110 W. Interstate 20 Frontage Road, Suite 140 Weatherford, Texas 76086			FIRM # 10194040		Tel. No. (817) 335-6511 www.kimley-horn.com
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	DMD	SMP	06/02/2025	061310402	1 OF 2



CURVE TABLE					
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	220.00'	38°15'53"	N19°23'17"E	144.21'	146.93'

- LEGEND**
- IRF                    IRON ROD FOUND
  - SQ. FT.                SQUARE FEET
  - D.R.P.C.T.            DEED RECORDS OF PARKER COUNTY, TEXAS
  - P.R.P.C.T.            PLAT RECORDS OF PARKER COUNTY, TEXAS
  - O.P.R.P.C.T.         OFFICIAL PUBLIC RECORDS OF PARKER COUNTY, TEXAS

**NOTES:**  
 Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).  
 A metes and bounds description of even survey date herewith accompanies this survey plat.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*Shaun Piepkorn*  
 SHAUN MARVIN PIEPKORN  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6432  
 110 W. INTERSTATE 20  
 FRONTAGE ROAD, SUITE 140  
 WEATHERFORD, TEXAS 76086  
 PH. 682-235-9512  
 shaun.piepkorn@kimley-horn.com



ANNEXATION EXHIBIT  
 ALL OF LOT 2,  
 MID-PARK BUSINESS COMMUNITY  
 VOLUME A, PAGE 566  
 JAMES R. BROWN SURVEY  
 ABSTRACT No. 69  
 PARKER COUNTY, TEXAS

**Kimley»Horn**

110 W. Interstate 20 Frontage Road, Suite 140  
 Weatherford, Texas 76086    FIRM # 10194040    Tel. No. (817) 335-6511  
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	DMD	SMP	06/02/2025	061310402	2 OF 2

**LEGAL DESCRIPTION**

**BEING** a 1.521 acre (66,272 square foot) tract of land situated in the James R. Brown Survey, Abstract No. 69, Parker County, Texas, and being a portion of Dean Drive (60' right-of-way) as shown on Mid-Park Business Community, an addition to Parker County, Texas according to the plat recorded in Volume A, Page 566 of the Plat Records of Parker County, Texas, said 1.521 acre (66,272 square foot) tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2-inch iron rod found for the northeast corner of Lot 2 of said Mid-Park Business Community, said 1/2-inch iron rod being at the intersection of the east right-of-way line of said Dean Drive with the southwest right-of-way line of Bankhead Highway (70' right-of-way);

**THENCE** along the east right-of-way line of said Dean Drive, the following three (3) calls:

1. South 38 degrees 34 minutes 18 seconds West, a distance of 376.93 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the left with a radius of 220.00 feet, a central angle of 38 degrees 15 minutes 53 seconds, and a chord bearing and distance of South 19 degrees 23 minutes 17 seconds West, 144.21 feet;
2. In a southerly direction, with said non-tangent curve to the left, an arc length of 146.93 feet to a 5/8-inch iron rod found for corner;
3. South 00 degrees 15 minutes 24 seconds West, a distance of 561.76 feet to a 5/8-inch iron rod found for the southwest corner of said Lot 2;

**THENCE** North 87 degrees 49 minutes 26 seconds West, a distance of 60.03 feet to a point for corner in the west right-of-way line of said Dean Drive, said point being the southeast corner of Lot 4 of said Mid-Park Business Community;

**THENCE** along the west right-of-way line of said Dean Drive, the following three (3) calls:

1. North 00 degrees 15 minutes 24 seconds East, a distance of 559.74 feet to a point at the beginning of a non-tangent curve to the right with a radius of 280.00 feet, a central angle of 38 degrees 15 minutes 53 seconds, and a chord bearing and distance of North 19 degrees 23 minutes 18 seconds East, 183.54 feet, from said point a 5/8-inch iron rod found for reference bears South 60 degrees 16 minutes 01 second East, a distance of 0.26 feet;
2. In a northerly direction, with said non-tangent curve to the right, an arc length of 187.00 feet to a point for corner;
3. North 38 degrees 34 minutes 18 seconds East, a distance of 376.71 feet to a 3/4-inch iron rod found at the intersection of the west right-of-way line of said Dean Drive with the southwest right-of-way line of said Bankhead Highway;

**THENCE** South 51 degrees 40 minutes 58 seconds East, with the southwest right-of-way line of said Bankhead Highway, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 66,272 square feet or 1.521 acres of land.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

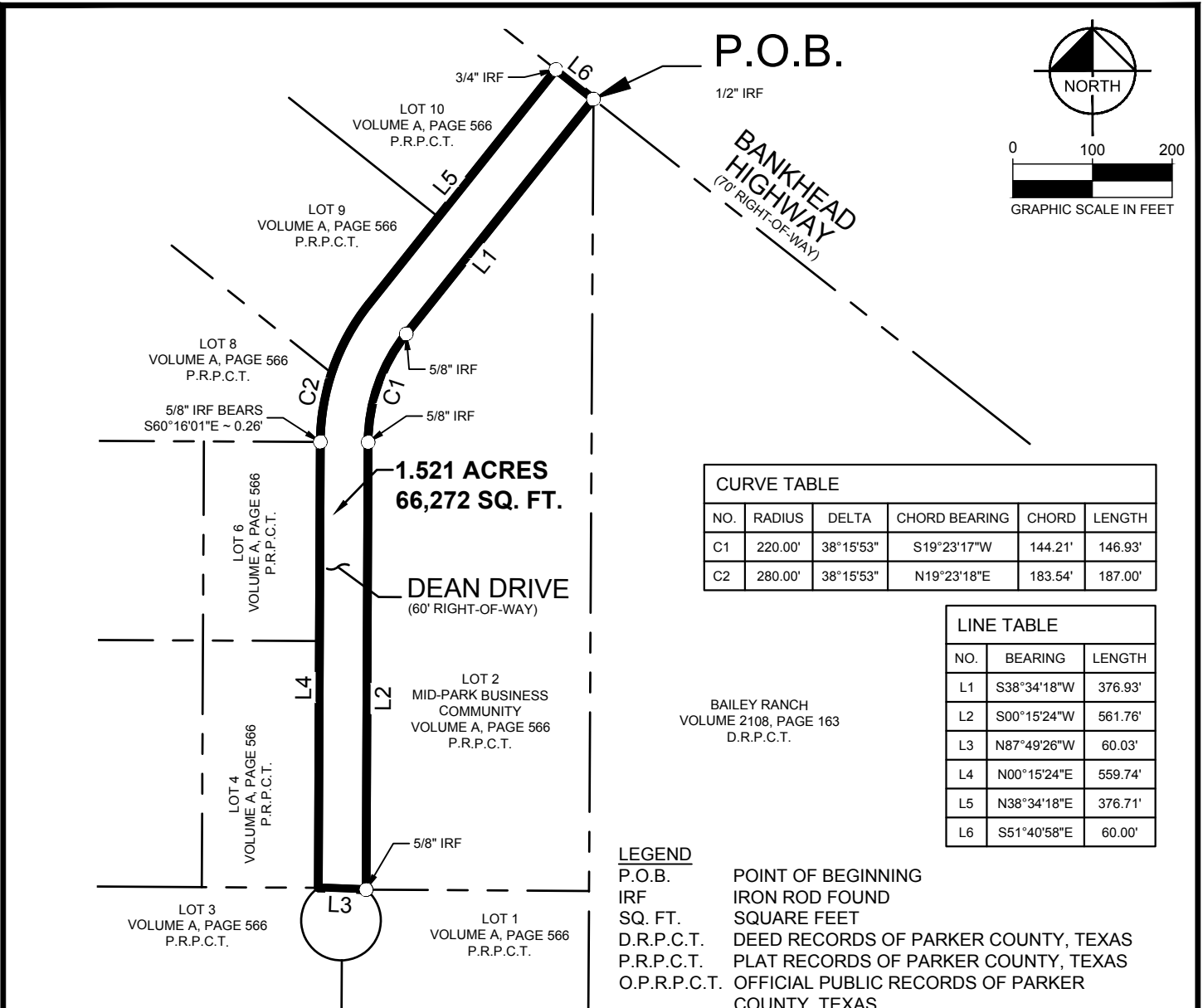
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ANNEXATION EXHIBIT  
 PORTION OF DEAN DRIVE  
 MID-PARK BUSINESS COMMUNITY  
 VOLUME A, PAGE 566  
 JAMES R. BROWN SURVEY  
 ABSTRACT No. 69  
 PARKER COUNTY, TEXAS

<b>Kimley»Horn</b>					
110 W. Interstate 20 Frontage Road, Suite 140 Weatherford, Texas 76086 FIRM # 10194040			Tel. No. (817) 335-6511 www.kimley-horn.com		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DMD	SMP	05/31/2025	061310402	1 OF 2



**CURVE TABLE**

NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	220.00'	38°15'53"	S19°23'17"W	144.21'	146.93'
C2	280.00'	38°15'53"	N19°23'18"E	183.54'	187.00'

**LINE TABLE**

NO.	BEARING	LENGTH
L1	S38°34'18"W	376.93'
L2	S00°15'24"W	561.76'
L3	N87°49'26"W	60.03'
L4	N00°15'24"E	559.74'
L5	N38°34'18"E	376.71'
L6	S51°40'58"E	60.00'

BAILEY RANCH  
VOLUME 2108, PAGE 163  
D.R.P.C.T.

- LEGEND**
- P.O.B. POINT OF BEGINNING
  - IRF IRON ROD FOUND
  - SQ. FT. SQUARE FEET
  - D.R.P.C.T. DEED RECORDS OF PARKER COUNTY, TEXAS
  - P.R.P.C.T. PLAT RECORDS OF PARKER COUNTY, TEXAS
  - O.P.R.P.C.T. OFFICIAL PUBLIC RECORDS OF PARKER COUNTY, TEXAS

**NOTES:**  
 Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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Scale 1" = 200'	Drawn by DMD	Checked by SMP	Date 05/31/2025	Project No. 061310402	Sheet No. 2 OF 2
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DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
COUNTY OF PARKER §

This Development Agreement (this "Agreement") is entered into by the City of Aledo, Texas, a home rule law municipality situated in Parker County, Texas (the "City"), and Moncrief Properties, LLC, a Texas limited liability company ("Owner"), individually, a "Party" and, collectively, the "Parties".

RECITALS

- A. Owner owns approximately 5.23 acres of land in Parker County, Texas (the "County"), in the extraterritorial jurisdiction ("ETJ") of the City of Aledo, generally located at 2 Dean Drive, Aledo, Texas, 76008 as more particularly depicted and described in Exhibit A, and attached hereto and incorporated herein for all purposes (the "Property").
B. The Property is undeveloped and is contiguous to the City's corporate limits.
C. Owner intends to develop the Property for commercial purposes and is requesting water and sanitary sewer service from the City.
D. It is the Parties' intention that Owner will submit a petition to the City to annex the Property and will apply for planned development zoning for the Property consistent with this Agreement.
E. The Parties have the authority to enter into this Agreement pursuant to Section 212.171, et seq. of the Texas Local Government Code.
F. The purposes of this Agreement include authorizing enforcement by the City of certain municipal land use and development regulations, providing for design, construction, and inspection of City infrastructure, providing for retail water and sewer service to the Property by the City, and establishing a procedure for annexation of the Property.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

"Assignee" means a successor to Owner as defined in Section 8.02.

"Effective Date" has the meaning set out in Section 8.23.

"Public Infrastructure" means, water, wastewater, and drainage improvements constructed to serve the Property, which shall be dedicated to the City for ownership and maintenance.

“Party” means, individually, the City, Owner, or Owner’s successors and assigns (including any Assignee) as permitted by this Agreement.

“Property” has the meaning set out in Recital A.

“Wastewater Infrastructure” has the meaning set out in Section 4.02.

“Water Infrastructure” has the meaning set out in Section 4.01.

“UDC” or “Unified Development Code” means City Ordinance No. 2023-198, together with any amendments thereto that are in effect on the Effective Date.

## ARTICLE II PERMITTED USES; DEVELOPMENT REGULATIONS; PLATTING

2.01 Permitted Uses. Commercial Uses; Arts, Entertainment, and Recreation Uses, excluding swimming pools in any fitness, recreational sports, gym, or athletic club use; and Educational, Public Administration, Health Care, and Other Institutional Uses allowed in the City’s “C-3” Regional Commercial District as of the Effective Date and any additional uses in the categories listed herein permitted in “C-3” after the Effective Date shall be permitted on the Property.

2.02 Lot Sizes; Development Regulations. Owner shall develop the Property generally in accordance with the proposed plat attached as Exhibit D and incorporated herein.

2.03 Applicable Regulations for Development of Property within the City’s Corporate Limits. Except as otherwise provided by this Agreement, if the City annexes the Property pursuant to Article III, Owner shall develop the Property in accordance with: (i) this Agreement; (ii) all City ordinances that are generally applicable within the City’s corporate limits and in effect on the Effective Date, except as modified by this Agreement; (iii) final plat(s) approved by the City in accordance with the UDC; and (iv) zoning in accordance with the UDC for the Property adopted by the City, subject to Section 2.06.

2.04 Review and Approval of Plats. The City shall exercise jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats for the Property. Owner shall submit a preliminary plat to the City in substantially the form attached hereto as Exhibit D.

2.05 Conflicts. In the event of any conflict between this Agreement and any City regulation, including without limitation a zoning ordinance adopted by the City Council relating to the Property, this Agreement will prevail.

## ARTICLE III ANNEXATION, ZONING, AND PLATTING

3.01 Full Purpose Annexation. On or before May 1, 2025, Owner shall submit a petition to the City requesting full purpose annexation of the Property and shall cooperate with the City to annex the Property. If the City seeks to annex the Property prior to Owner’s petition for annexation, Owner may withdraw the annexation petition.

3.02 Zoning. Owner will submit an application for "C-3" Regional Commercial District zoning of the Property consistent with this Agreement to the City concurrently with submittal of the petition for full purpose annexation. The City shall process the zoning application concurrently with the annexation petition and shall set votes on annexation and zoning at the same City Council meeting.

3.03 Platting. Following annexation and zoning, Owner may then submit a preliminary plat to the City in substantially the form attached hereto as Exhibit D. Submission of a final plat or any other plat thereafter shall be done in conformance with the UDC.

**ARTICLE IV  
RETAIL WATER AND WASTEWATER SERVICE;  
DESIGN AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE**

4.01 Retail Water Service. Once the Property is platted, Owner may submit, and the City will review construction plans submitted by or on behalf of Owner as needed to serve the Property retail water service (the "Water Infrastructure") as required by the City's design criteria and ordinances contained in the City's UDC, Aledo Engineering Design Manual, and Chapter 81 of the Aledo Municipal Code, as amended. The City shall timely review and approve the Water Infrastructure, such approval not to be unreasonably withheld, delayed, or denied. The Owner shall construct all the Water Infrastructure and the City shall inspect Water Infrastructure. Once the Water Infrastructure is complete, dedicated, and accepted by the City, retail water service to the Property will be provided by the City. The City represents that they are not requiring any oversizing.

4.02 Retail Wastewater Service. Once the Property is platted, Owner may submit, and the City will review construction plans submitted by or on behalf of Owner as needed to serve the Property retail wastewater service (the "Wastewater Infrastructure") as required by the City's design criteria and ordinances contained in the City's UDC, Aledo Engineering Design Manual, and Chapters 81 of the City Code of Ordinances, as amended. The Owner shall construct all the Wastewater Infrastructure and shall inspect Wastewater Infrastructure. Once the Wastewater Infrastructure is complete, dedicated, and accepted by the City, retail wastewater service to the Property will be provided by City. The City represents that they are not requiring any oversizing.

4.03 Reservation of Capacity. The City represents that it shall reserve capacity for water and in its wastewater system sufficient to serve the permitted uses on the Property, established in Section 2.01 herein, in accordance with state law and the Sanitary Sewer Investigation attached hereto as Exhibit E. The City acknowledges that at any time, if the City is unable to provide water and/or sanitary sewer service to serve the Property, then the City may accept a petition from the Owner to be removed from the City's respective Certificate of Convenience and Necessity.

4.04 Plan Review; Inspection; and Dedication of Water and Wastewater Infrastructure

(a) Plan Review. Owner shall submit plans and specifications for Water and Wastewater Infrastructure to serve the Property to be constructed on the Property in accordance with City design criteria and ordinances in effect on the Effective Date to the City for timely review and approval.

(b) Inspections. City employees or third-party inspectors retained in accordance with generally applicable City policies shall timely perform all inspections and testing of the Water and Wastewater Infrastructure.

(c) Dedication to the City. Owner shall dedicate the Water and Wastewater Infrastructure to the City along with all appurtenant easements and rights-of-way, upon City acceptance of such infrastructure. Following dedication of the Water and Wastewater Infrastructure to the City, the City shall have full ownership, control, and maintenance obligations for such infrastructure.

(d) As-Built Drawings. Owner shall deliver as-built drawings for the Water and Wastewater Infrastructure to the City within thirty (30) days after final inspection and acceptance by the City.

4.05 Drainage Infrastructure. Owner shall design and construct drainage infrastructure on the Property as needed to serve the Property (the "Drainage Infrastructure").

4.06 Plan Review; Inspection; and Dedication of Drainage Infrastructure.

(a) Plan Review. Owner shall submit plans and specifications for the Drainage Infrastructure in accordance with City design criteria and ordinances in effect on the Effective Date to the City for review and approval.

(b) Inspections. City employees or third-party inspectors retained in accordance with generally applicable City policies shall perform all inspections and testing of the Drainage Infrastructure.

(c) Dedication of Drainage Infrastructure to the City. Owner shall dedicate the Drainage Infrastructure to the City, along with all appurtenant easements, provided the City annexes the Property and/or any outparcels on which such infrastructure is constructed. Following dedication of the Drainage Infrastructure to the City, the City shall have full ownership, control, and maintenance obligations for such infrastructure.

(d) As-Built Drawings. Owner shall deliver as-built drawings for the Drainage Infrastructure to the City within thirty (30) days after final inspection and acceptance by the City.

**ARTICLE V  
FEES**

5.01 City Development Fees. Development of the Property shall be subject to payment to the City of the following fees and charges according to the fee schedule adopted by the City Council and uniformly applicable to all development within the corporate limits of the City as of the Effective Date:

- (a) Zoning application fees;
- (b) Fees and charges for review of plans for the Public Infrastructure;
- (c) Fees and charges for inspections of the Public Infrastructure; and

(d) Water and Wastewater impact fees adopted by the City in accordance with Chapter 395 of the Texas Local Government Code and the City's impact fee ordinance on the same terms as if the Property were located within the City's corporate limits.

5.02 Exclusive Fees. Except for the fees listed in Section 5.01, no other fees or charges of any kind are due and payable to the City in connection with the development of the Property or the provision of retail wastewater service to the Property.

**ARTICLE VI  
TERM OF AGREEMENT**

This Agreement will terminate on the earlier of (i) February 28, 2040; or (ii) termination of the Agreement in writing signed by Owner and the City.

**ARTICLE VII  
BREACH, NOTICE AND REMEDIES**

7.01 Notification of Breach. If a Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

7.02 Cure of Breach. The breaching Party shall commence curing such breach within fourteen (14) calendar days after receipt of such Notice and shall complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such fourteen (14) day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such fourteen (14) day period and diligently completes the work within a reasonable time (not to exceed an additional thirty (30) days unless mutually agreed to between the Parties) without unreasonable cessation of the work.

7.03 Remedies for Breach. If the breaching Party does not substantially cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-breaching Party shall not be entitled to monetary damages or to terminate this Agreement, and each Party specifically waives any right such Party has or in the future may have to terminate this Agreement. It is understood and agreed that no Party will seek or recover actual, consequential, or any other type of monetary damages or awards, including but not limited to attorney's fees, in the event that any Party brings suit under or related to this Agreement.

**ARTICLE VIII  
ADDITIONAL PROVISIONS**

8.01 Notice. Any notices, certifications, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; and (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this Section 8.01.

To the City:

City of Aledo, Texas  
Attn: City Manager  
P. O. Box 1  
Aledo, Texas 76008

To Owner:

Moncrief Properties, LLC,  
a Texas limited liability company  
Attn: Tony Aaron

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With a copy to:

Eggleston King Davis, LLP  
Attn: Courtney A. Kuykendall  
102 Houston Avenue  
Suite 300  
Weatherford, Texas 76086

8.02 Assignment.

(a) By Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon written Notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to an Assignee that is an owner of any portion of the Property or will become an owner of any portion of the Property within fifteen (15) days after the assignment (an "Assignee"). Each assignment shall be in writing in substantially the form attached hereto as Exhibit C, shall be executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. Owner shall provide a copy of each assignment to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, Owner shall not be released until the City receives such assignment. No assignment by Owner shall release Owner from any liability resulting from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

(b) By Owner to Non-Owners. Subject to the City's prior written approval, Owner has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right,

title, or interest of Owner under this Agreement, to any person or entity that is not an owner of any portion of the Property (a "Non-Owner Assignee"). Each assignment shall be in writing executed by Owner and the Non-Owner Assignee in substantially the form attached hereto as Exhibit C and shall obligate the Non-Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. If the City approves the Non-Owner Assignee in writing (which approval shall not be unreasonably withheld or delayed if the Non-Owner Assignee can demonstrate, to the reasonable satisfaction of the City, that the Non-Owner Assignee has the financial ability to perform the assigned obligations), then the City agrees to look solely to the Non-Owner Assignee for the performance of all obligations assigned to the Non-Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Non-Owner Assignee's failure to perform the assigned obligations. If the City fails or refuses to approve the Non-Owner Assignee, the assignment shall nevertheless be effective; however, the Owner shall continue to be responsible, jointly and severally, with the Non-Owner Assignee for the performance of all obligations assigned. No assignment by Owner shall release Owner from any liability resulting from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Non-Owner Assignees, including a copy of each executed assignment and the Non-Owner Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Non-Owner Assignee, shall provide a copy of such records to the requesting person or entity.

(c) By the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any person, entity, or political subdivision without the prior written approval of Owner, which approval shall not be unreasonably withheld or delayed.

8.03 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement: (a) unless the Lender agrees in writing to perform such obligations or incur such liability; or (b) unless the Lender becomes an Assignee pursuant to this Section 8.03. A Lender becomes an Assignee with respect to any portion of the Property only when: (a) the Lender holds fee simple title to such portion of the Property for more than one (1) year; or (b) holds fee simple title to such portion of the Property and takes any action to develop such portion of the Property (excluding action ordinarily and customarily taken by lenders to protect the value of unimproved land and to prepare such unimproved land for sale to prospective purchasers). Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a Lender, whether judicial or non-judicial. Any purchaser from or successor owner through a Lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.04 Recordation and Applicability to Lot Owners. Pursuant to the requirements of Section 212.172(c) of the Local Government Code, Owner shall record a memorandum of this Agreement, and all amendments to this Agreement, in the Real Property Records of Parker County, Texas, and shall provide

a file-marked copy of the recorded Agreement to the Planning and Development Director within ten (10) days after its execution. This Agreement shall be binding upon the Property, the City, Owner, any Lender that has become an Assignee, and any other Assignee, and their respective successors and assigns. The Parties agree that this Agreement benefits and burdens the Property and touches and concerns the Property. The rights and obligations under this Agreement are intended to be covenants running with the Property. Notwithstanding the foregoing, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any lot owner except each lot owner is bound by Article II during the term of this Agreement.

8.05 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.06 Reservation of Rights and Claims. This Agreement constitutes a "permit" as defined in Chapter 245, Texas Local Government Code, as amended, that is deemed filed with the City on the Effective Date. Except as expressly provided in this Agreement, Owner does not, by entering into this Agreement, waive any rights arising under Chapter 245, as amended, under Chapter 43 of the Local Government Code, as amended, or under any other provision of law.

8.07 Governing Law and Venue. THIS AGREEMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN PARKER COUNTY, TEXAS, AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF PARKER COUNTY, TEXAS, AND HEREBY AGREE THAT ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.

8.08 Performance Requirements; Force Majeure. Time is of the essence in the performance by the Parties of their respective obligations under this Agreement. Whenever performance is required, the Party must use good faith and due diligence to perform and take all necessary measures to perform, but if completion of performance is delayed by reason of acts of God, civil commotion, terrorism, strikes, picketing, casualty, or other similar matter beyond the reasonable control of the Party, then the time for performance will be appropriately extended by the amount of delay so caused, and the Party so delayed shall resume full performance at the earliest possible time.

8.09 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity, or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities, or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties evidenced by the provision so severed.

8.10 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for a Party to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

8.11 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

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

8.13 Amendment. This Agreement may be amended only with the approval of the City Council and the written consent of Owner. Consent of any homeowners' association or property owners association shall not be required for amendment of this Agreement.

8.14 Interpretation. The Parties acknowledge that each Party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

8.15 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and Owner, and neither the City nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and Owner.

8.16 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner warrants that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement, or other applicable organizational documents of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so.

8.17 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

8.18 Exhibits. All exhibits attached to this Agreement are incorporated as part of this Agreement for the purposes set forth herein, as follows:

Exhibit A	Map of the Property and the Outparcels
Exhibit B	Legal description of the Property
Exhibit C	Assignment and Assumption Agreement
Exhibit D	Proposed Plat
Exhibit E	Sanitary Sewer Investigation

8.19 Takings Impact Assessment. Owner expressly and unconditionally waives and releases the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement or the Property. This waiver is limited to this Agreement and does not apply to future action of the City with regard to this Property that may require a takings impact assessment under Section 2007.043 of the Texas Government Code.

8.20 Conspicuous Provisions. The Parties acknowledge that the provisions of this Agreement set out in **bold, CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.

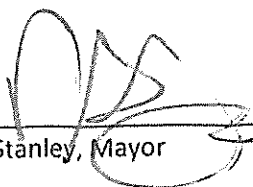
8.21 Counterpart Originals. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

8.22 Authority for Agreement. This Agreement is entered into pursuant to and governed by Section 212.171, et seq. of the Texas Local Government

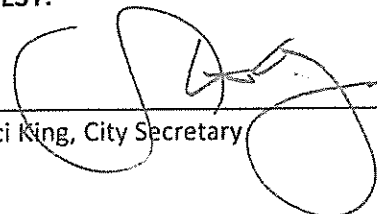
8.23 Effective Date. Effective Date means the effective date of this Agreement, which shall be the date on which all of the following events have occurred: (i) the City Council has approved this Agreement; (ii) all Parties have fully executed this Agreement; and (iii) Owner has taken title to the Property and the Outparcels and provided recorded deeds for the Property and the Outparcels to the City. If all of these events do not occur on or before March 31, 2025, this Agreement shall be of no force and effect.

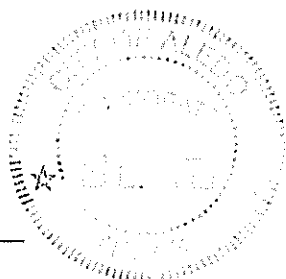
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CITY OF ALEDO

  
\_\_\_\_\_  
Nick Stanley, Mayor


ATTEST:

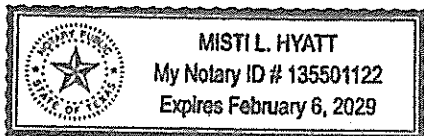
  
\_\_\_\_\_  
Staci King, City Secretary



STATE OF TEXAS           §  
  §  
COUNTY OF PARKER       §

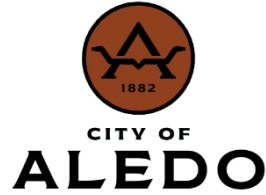
This instrument was acknowledged before me on the 18 day of March, 2025, by Nick Stanley, Mayor of the City of Aledo, Texas, on behalf of said City.

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



Printed Name: Misti L. Hyatt  
My Commission Expires: 2/6/29





**Date:** March 12, 2026  
**To:** Planning and Zoning Commission  
**From:** Grant Fore, Senior Planner, Berkley Group  
**Subject:** Discussion/Presentation on Traffic Levels of Service (LOS).

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**Summary:**

Pursuant to the City of Aledo's contract with Kimley Horn and Associates, the City's Design Standards Manual has been comprehensively updated. During that process, Kimley Horn identified a potential amendment to the Unified Development Code to align with the new Design Standards Manual. This pertains to Traffic Levels of Service (LOS). A representative from Kimley Horn will present on this topic this evening.

**No action is being requested at this time; this presentation is for educational purposes prior to any amendments returning for consideration.**

**Recommendation:**

N/A

**Attachments:**

1. Aledo LOS Presentation

# Traffic Level of Service Overview

3/12/2026

PREPARED FOR:



PREPARED BY:





# WHAT IS TRAFFIC LEVEL OF SERVICE?

- Qualitative term describing operating conditions a driver perceives while traveling on a street or highway during a specific time interval
- Measured by average vehicle delay in *seconds per vehicle*
- *Highway Capacity Manual, 7<sup>th</sup> Edition*
- Ranges from LOS A (little to no delay) to F (failing conditions)

Level of Service (LOS)	Qualitative Description	Signalized Intersection	Unsignalized Intersection
		Average Total Delay (sec/veh)	Average Total Delay (sec/veh)
A	Free Flow	$\leq 10$	$\leq 10$
B	Minimal delay, excellent operations	$> 10$ and $\leq 20$	$> 10$ and $\leq 15$
C	Acceptable delay, stable flow	$> 20$ and $\leq 35$	$> 15$ and $\leq 25$
D	Tolerable delay, approaching unstable	$> 35$ and $\leq 55$	$> 25$ and $\leq 35$
E	At capacity, unstable	$> 55$ and $\leq 80$	$> 35$ and $\leq 50$
F	Excessive delay, failing operations	$> 80$	$> 50$



# TARGET LEVEL OF SERVICE C OR D?

- Target LOS C
  - Burleson
  - Weatherford
  - Flower Mound
  - Sunnyvale
- Target LOS D
  - TxDOT
  - Fort Worth
  - Denton
  - Frisco
  - *Default*

Target LOS C		Target LOS D	
Pros	Cons	Pros	Cons
More flexibility for developers to fund infrastructure improvements	Higher cost burden for developments	Uses existing infrastructure more efficiently	Less reliable operations
Operational resilience	Hard to achieve in urban areas	Commonly accepted for urban peak periods	Less buffer for growth
Higher completion of capital projects	Higher capital cost	Reflects “practical capacity”	Allowing higher vehicle delay



Kimley»»Horn

Expect More. Experience Better.

Questions?