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If you have questions about this draft version of the Council packet, you can contact the City Secretary by phone at 254-442-2111 Ext. 113, or by email at [citysecretary@ciscotexas.gov](mailto:citysecretary@ciscotexas.gov).



Tammy Osborne  
City Secretary  
City of Cisco



**City of Cisco**  
**City Council Agenda Memo**  
**Item IV**

**Meeting Date:** All  
**Department:** City Council/Citizens  
**Presented By:** Mayor Stephen Forester

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**Agenda Item:**

Citizen/Visitor Comments

**Narrative:**

City Council has adopted a policy providing guidelines to allow for public comment during Council meetings. Citizens are given the opportunity to give public comment at Regular Council meetings, and Called Council meetings. Comments are limited to five (5) minutes . Because of provisions of the Open Meetings Act, members of the Council are not allowed to respond or take part in any discussion related to the comments made.

Texas Law Requires the following:

~A Council must allow every person who wishes to address the board on an agenda item to do so during or before the board's consideration of the item.

~ A council must allow public comment before or during the board's consideration of agenda items at all open meetings as defined by the OMA;

~A Council may establish reasonable rules for public comments including rules that limit the total time a member of the public can address the Council on a given item

~ A council may not prohibit public criticism of the board, including criticism of any act, omission, policy, procedures, program, or service; and

~ If a council adopts rules limiting the amount of time a member of the public may have to address the board, but does not use simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, then the board must provide at least twice the amount of time for non-English speakers who need a translator.

**Impacts (Citizen, Services, Financial, Personnel):**

Citizens have the opportunity to directly address the City Council with comments or concerns.

**Legal Review:** ☐ Y/N or ☒ N/A

**Exhibits:** None



**City of Cisco  
City Council Agenda Memo  
Item V. MINUTES**

**Meeting Date:** ALL  
**Department:** Administration  
**Requested By:** Administration  
**Presented By:** Tammy Osborne, City Secretary

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**Agenda Item:**

Approve the Minutes of the Meeting Conducted on:

-October 27, 2025

**Narrative:**

Section 82 of the City's Charter states:

*All meetings of the council and all boards or commissions appointed by the council shall be open to the public. Minutes of all such meetings shall be kept and such minutes shall constitute public records...and that the City Secretary shall keep the minutes.*

Presented with this item are the minutes from the last meeting(s). Upon approval by the Council, these will become the official public record of the meeting held on that date.

**Impacts (Citizen, Services, Financial, Personnel):**

**Legal Review:** ☐ Y/N or ☒ N/A

**Exhibits:**

**Minutes 10/27/25**

**THE CITY OF CISCO  
CITY COUNCIL REGULAR MEETING  
October 27, 2025**

**CISCO, TEXAS           §  
EASTLAND, COUNTY §**

The City Council of the City of Cisco met in a regular called session at the Cisco Council Chambers in Cisco as scheduled, and notice was posted 72 hours in advance and prior to the meeting.

**MEMBERS PRESENT:**

<b>MAYOR</b>	<b>STEPHEN FORESTER</b>
<b>COUNCILMEMBER PLACE I</b>	<b>AMANDA ROGERS-BENNETT</b>
<b>COUNCILMEMBER PLACE II</b>	<b>GLENN BOLES</b>
<b>COUNCILMEMBER PLACE III</b>	<b>SHERRIE ANAYA</b>
<b>COUNCILMEMBER PLACE IV</b>	<b>NATHAN BRUNER</b>
<b>COUNCILMEMBER PLACE V</b>	<b>CHRIS JOHNSON</b>
<b>COUNCILMEMBER PLACE VI</b>	<b>TRAVIS TOOF</b>

**PERSONNEL PRESENT:**

<b>CITY MANAGER</b>	<b>SARAH ADAMS</b>
<b>CITY SECRETARY</b>	<b>TAMMY OSBORNE</b>

**PERSONNEL ABSENT:**

Guests: Denise Huls, Rachel Green, Sam Honea, Rod Riffe, Jim Tabor, Albert Jacques, Russell Hayes, Dana Hayes, Ervin Light, Craig Knight, Tami Hudson, Ricky Hudson, Larry Anderson, Lynda Anderson, Jimmy McCoy, Ben Nelms, Pat Pope, Melanie Weatherly, Chuck Cave, Walter Fairbanks, Clay Taylor, Misty Bussell, Brittini Boykin, Sam Honea, Trudy Jacques, Lennah Frost, Tony Held, Kenneth Preston, James Freeman

**I. MEETING CALLED TO ORDER:**

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

**II. PLEDGES**

- A. Pledge of Allegiance
- B. Pledge to the Texas Flag

**III. INVOCATION:**

Councilmember Toof gave the invocation.

**IV. CITIZEN-VISITOR COMMENTS:**

Rachel Green questioned the city's decision making regarding the lake lots, water bills, and other related issues, saying she felt the lake lot residents and citizens of the city are being punished for poor money management by the city.

Jim Tabor would like the city to mandate counter-clockwise travel on Lake Cisco for safety reasons.

**V. APPROVE MINUTES OF THE MEETING CONDUCTED ON:**

- **October 13, 2025**

Motion was made by Councilmember Boles to approve the minutes as presented, second was made by Councilmember Rogers-Bennett. Motion prevailed by the following vote:

Ayes: Councilmembers: Rogers-Bennett, Boles, Bruner, Johnson, Toof, Forester  
Nays: None/Motion Carries  
Voted: 6 to 0  
Absent: Anaya



## **VI. REPORTS:**

- Quarterly Police Department Report-Chief Kenneth Preston presented the Quarterly Police Department Report.

Councilmember Anaya arrived at 6:13 p.m.

- Quarterly Fire Department Report-Chief Walter Fairbanks presented the Quarterly Fire Department Report.
- Quarterly Finance Department Report-Sarah Adams presented the Quarterly Finance Department Report.
- Quarterly Court Report-Associate Judge Osborne presented the Quarterly Court Report.
- Quarterly Public Works Report-Andrew Lopez presented the Quarterly Public Works Report.
- Quarterly Cisco Development Corporation Report-Tom Bailey presented the Quarterly Cisco Development Corporation Report
- City Manager's Report-Ms. Adams presented the monthly City Manager's report.

## **VII. THE CITY COUNCIL MAY DISCUSS AND/OR TAKE ACTION ON ANY OF THE FOLLOWING AGENDA ITEMS:**

### **A. Consider and Discuss Approving Eastland County Cooperative Dispatch Interlocal Agreement.—Sheriff Jason Weger**

Sheriff Weger presented the contract, saying that it was unchanged from last year, whereby the city pays 12.28% of the total \$851,000.00 budget.

Motion was made by Councilmember Johnson to approve the contract as presented, second was made by Councilmember Anaya. Motion prevailed by the following vote:

Ayes: Councilmembers: Rogers-Bennett, Boles, Anaya, Bruner, Johnson, Toof, Forester  
Nays: None/Motion Carries  
Voted: 7 to 0  
Absent:

### **B. Consider and Discuss Cooperative Ambulance Service Contract.—Clay Taylor**

Mr. Taylor, EMS Administrator, presented the contract and EMS financial report, asking that the city contribute \$114,715.00 to the ambulance service. Councilmember Johnson had questions about the financial report, especially, billings vs. collections and requested that the Council receive more comprehensive financial information from the EMS.

Motion was made by Councilmember Toof to table the contract until more information could be provided at the next meeting, second was made by Councilmember Bruner. Motion prevailed by the following vote:

Ayes: Councilmembers: Rogers-Bennett, Boles, Anaya, Bruner, Johnson, Toof, Forester  
Nays: None/Motion Carries  
Voted: 7 to 0  
Absent:

### **C. Consider and Discuss Approving a Limited Use Permit to Travis Roan for 1104 Avenue B for Use as an RV Park.**

Ms. Osborne explained that the application presented was submitted by Mr. Roan to request four RV spots be added to the old Breezeway Trailer Park. She indicated that she did not believe that the Limited Use Permit could be utilized for this purpose as the LUP is meant only to temporarily allow no more than two RV spots for any residential use. By definition, more than two RV spots constitutes an RV park which is only allowed in a Commercial 2 Zone and the ordinance does not include a method for allowance outside of a Commercial 2 Zone except to petition for a change of zoning. Councilmember Johnson suggested that the application go before the Planning & Zoning Commission for consideration and recommendation to the Council.

Motion was made by Councilmember Johnson to deny the Limited Use Permit and to refer the requestor to the Planning & Zoning Commission, second was made by Councilmember Boles. Motion prevailed by the following vote:

Ayes: Councilmembers: Rogers-Bennett, Boles, Anaya, Bruner, Johnson, Toof, Forester  
Nays: None/Motion Carries  
Voted: 7 to 0  
Absent:

**D. Consider and Discuss Resolution No. 2025-10-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE.**

Associate Judge Osborne presented the resolution recognizing Municipal Courts Week, saying that the court was looking to schedule some kind of community outreach project in conjunction with the event.

Motion was made by Councilmember Johnson to approve the resolution as presented, second was made by Councilmember Toof. Motion prevailed by the following vote:

Ayes: Councilmembers: Rogers-Bennett, Boles, Anaya, Bruner, Johnson, Toof, Forester  
Nays: None/Motion Carries  
Voted: 7 to 0  
Absent:

**E. Consider and Discuss Resolution No. 2025-10-27-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, AUTHORIZING THE CISCO 4A DEVELOPMENT CORPORATION (C4ADC) TO EXECUTE A REAL ESTATE SALES CONTRACT, AND ANY AND ALL CLOSING DOCUMENTS NECESSARY TO SELL AND CONVEY CERTAIN REAL PROPERTY CONSISTING OF LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS, IDENTIFIED AS 203 W. 7<sup>TH</sup> STREET, CISCO, TEXAS; AND AUTHORIZING THE CISCO DEVELOPMENT CORPORATION (CDC) TO EXECUTE A REAL ESTATE SALES CONTRACT AND ANY AND ALL CLOSING DOCUMENTS NECESSARY TO ACQUIRE CERTAIN REAL PROPERTY CONSISTING OF LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS, IDENTIFIED AS 203 W. 7<sup>TH</sup> STREET; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE. *(First Reading)***

Mr. Bailey explained that the proposed resolution would allow the A Corporation to sell the old funeral home to the B Corporation so it could be developed into a project.

Motion was made by Councilmember Toof to approve the resolution as presented, second was made by Councilmember Bruner. Motion prevailed by the following vote:

Ayes: Councilmembers: Rogers-Bennett, Boles, Anaya, Bruner, Johnson, Toof, Forester  
Nays: None/Motion Carries  
Voted: 7 to 0  
Absent:

**F. Consider and Discuss Resolution No. 2025-10-27-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, AUTHORIZING THE LEASE OPTION TO PURCHASE AGREEMENT BETWEEN THE CISCO DEVELOPMENT CORPORATION AND MAD MORIARTY KUSTOMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, FOR LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE. *(First Reading)***

Mr. Bailey continued with this resolution as a companion to the previous resolution, saying that this proposed resolution would allow the B Corporation to enter into a performance agreement and a lease purchase agreement with Mad Moriarty Kustoms, LLC, to locate their business at this location and use their lease payments toward the purchase of the property. He further said the business will bring around twenty employees and the CDC will end up recouping all expenses by the end of the contract. Councilmember Johnson asked what the obligations of the business would be and Mr. Bailey answered that they must maintain at least eight employees and stay for five years.

Motion was made by Councilmember Anaya to approve the resolution as presented, second was made by Councilmember Rogers-Bennett. Motion prevailed by the following vote:

Ayes: Councilmembers: Rogers-Bennett, Boles, Anaya, Bruner, Johnson, Toof, Forester  
Nays: None/Motion Carries  
Voted: 7 to 0  
Absent:

**G. Consider and Discuss Resolution No. 2025-10-27-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, AUTHORIZING THE CISCO 4A DEVELOPMENT CORPORATION (C4ADC) TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE A FORECLOSURE PROPERTY CONSISTING OF THE STRUCTURE LOCATED ON PARCEL 69944, IDENTIFIED AS HANGAR #20 AT CISCO MUNICIPAL AIRPORT, CISCO, TEXAS FOR A PRICE NOT TO EXCEED \$500,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mr. Bailey again spoke to the Council saying that the resolution would authorize him as the Executive Director to represent the corporation in the foreclosure sale for Hangar #20. The current owner of the hangar is in default of his performance agreement with the corporation and they have decided to foreclose. He said the current debt owed to the CDC is \$162,000.00, but the board has authorized him to go as high as \$500,000.00. He only intends to bid what is owed, but the board was concerned about losing the property if the bids go slightly higher so they authorized the higher amount. Councilmember Johnson questioned the auction process and Mr. Bailey clarified that no matter what, the corporation will get their money back because they are the lender owed.

**H. Consider and Discuss Approval of a Downtown Parking Lot Project by the Cisco Development Corporation for an Amount not to Exceed \$167,659.46 and Approval of Bid Selection by the Cisco Development Corporation Board to Genesis Earthworks for Construction of a Parking Lot Downtown in the Amount of \$167,659.46.**

Mr. Bailey presented the proposed project and the bid recommendation from the CDC Board which to Genesis Earthworks in an amount totaling \$167,659.46.

Motion was made by Councilmember Toof to approve the project as presented and award the bid to Genesis Earthworks in the amount of \$167,659.46, second was made by Councilmember Rogers-Bennett.

Ayes: Councilmembers: Rogers-Bennett, Boles, Anaya, Bruner, Johnson, Toof, Forester  
Nays: None/Motion Carries  
Voted: 7 to 0  
Absent:

**I. Consider and Discuss Possible Consent to Assign Lake Lot Lease, South Shore Lots S ½ of Lot 6, All of Lot 7, and N ½ of Lot 8, Block BB, to Holm Properties, LLC.—Pat Chesser (Executive Session: 551.071-Consultation with Attorney & 551.072-Deliberation Regarding Real Property)**

The Council retired into Executive Session under Sections 551.071 Consultation with Attorney, and Section 551.072 Deliberation Regarding Real Property at 7:37 p.m.

**J. Consider and Discuss Property Owned by the City at Lake Cisco and Lake Lot Leases.—Pat Chesser (Executive Session: 551.071-Consultation with Attorney & 551.072-Deliberation Regarding Real Property)**

The Council continued in Executive Session.

**K. Reconvene into Open Session and Take Any Action Deemed Necessary as a Result of the Executive Sessions, Including Possible Passage of Resolution No. 2025-10-27-04**

The Council reconvened into Regular Session at 9:05 p.m. and the Council considered Item I. Assignment of lease.

Motion was made by Councilmember Johnson to approve the assignment as presented, second was made by Councilmember Bruner. Motion prevailed by the following vote:

Ayes: Councilmembers: Rogers-Bennett, Boles, Anaya, Bruner, Johnson, Toof, Forester  
Nays: None/Motion Carries  
Voted: 7 to 0  
Absent:

Mr. Chesser made presentation regarding Item J., saying that the city would like to sell the lake lots to the current lessees for fair market value. He further stated that the resolution presented calls for annexation of the lake lots prior to sale, and sets out that all assignments will be brought before Council for approval moving forward, honoring the price and the term of the current lease. After annexation, all lessees not in default, will have the opportunity to purchase their lake lot, and will be required to meter water used, and will be subject to Drought Contingency requirements. All fees associated with the sale will be the responsibility of the lessee/purchaser.

Anthony Frost said he would like a step by step procedure for the lessees. He also asked about how the metering of water would be if the lessee used their own intake system. Mr. Chesser answered that there would be a separate raw water rate for those using their own system.

Misty Bussell asked why a 'Deed Without Warranty' would be the instrument for transacting the property as Mr. Chesser had mentioned in his presentation. She indicated that she had concerns that a Title Company would not issue a title policy with that type of deed that and a loan would likely not be approved. She further inquired what would happen as leases expire and Mr. Chesser said that had not been determined yet, but that the city was resolved to get out of the business of leasing property.

The Council engaged in discussion with members of the audience regarding the current proposed plan to annex and sell the lake lots, and require metered water for those properties. Speakers included Michael Cofferen, Russell Hayes, Tony Held, Lennah Frost, Rachel Green, Melanie Weatherly, Tami Hudson, Ricky Hudson, and Craig Knight.

Councilmembers Toof and Anaya expressed concerns with all the unanswered questions and suggested tabling the item until more information could be gathered. Councilmember Johnson indicated that he thought the Council should make a decision one way or another and stop kicking this issue down the road.

Motion was made by Councilmember Toof to table the resolution until the next meeting, second was made by Councilmember Boles. Motion prevailed by the following vote:

Ayes: Councilmembers: Rogers-Bennett, Boles, Anaya, Bruner, Toof, Forester  
Nays: Johnson/Motion Carries  
Voted: 6 to 1  
Absent:

#### **L. Items of Community Interest.**

Councilmember Anaya congratulated the Cisco Lobo Band on their advancement as state qualifiers.

The City Secretary informed the Council and guests that Early Voting for the Special Election would continue through October 31, 2025, between 8:00-5:00 each weekday at City Hall and Election Day voting will be November 4, 2025, at the First Baptist Church Activities Center from 7:00 a.m.-7:00 p.m.

### **VIII. ADJOURNMENT**

Motion was made by Councilmember Toof to adjourn, second made by Councilmember Anaya. Motion passed unanimously and the meeting adjourned at 10:07 p.m.

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**ATTEST:**

\_\_\_\_\_  
**Tammy Osborne, City Secretary**

\_\_\_\_\_  
**Stephen Forester, Mayor**



**City of Cisco**  
**City Council Agenda Memo**  
**Item VIII. (A)**

**Meeting Date:** 11/10/25  
**Department:** Administration  
**Presented By:** Jeri Conrado, Langford Community Management Services

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**Agenda Item:**

Consider and Discuss Update on General Land Office Resilient Communities Program (GLO-RCP) Grant for the City of Cisco's Comprehensive Plan.

**Narrative:**

On August 16, 2024, the city entered into an agreement with the General Land Office of the State of Texas to receive a \$300,000.00 'no-match' grant for the purpose of developing and adopting a Comprehensive Plan to include: identification of local hazard risks, a population study, a housing study, a land use plan, an infrastructure study, and review of the current Planning & Zoning Ordinance.

Along with Langford Community Management Services, Councilmembers, city staff, and local business and community leaders have formed a core planning team to address the above referenced items. As the project moves toward its 2027 completion date, these "stakeholders" will meet periodically to provide information, and review current data.

Tonight's presentation represents the second public meeting on the grant program.

**Impacts (Citizen, Services, Financial, Personnel):**

None

**Legal Review:** ☐ Y/N or ☒ N/A

**Exhibits:** None



**City of Cisco  
City Council Agenda Memo  
Item VII. (B)**

**Meeting Date:** 11/10/25  
**Department:** Administration  
**Requested By:** Eastland County Ambulance Service  
**Presented By:** Clay Taylor, Administrator

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**Agenda Item:**

Consider and Discuss Approving Cooperative Ambulance Service Contract.—Clay Taylor

**Narrative:**

Mr. Taylor presents the annual Cooperative Ambulance Service Contract between Eastland County, Eastland Memorial Hospital and the cities of Cisco and Eastland.

**Impacts (Citizen, Services, Financial, Personnel):**

**Legal Review:** ☐ Y/N or ☒ N/A

**Exhibits:**

Cooperative Ambulance Service Contract

## **COOPERATIVE AMBULANCE SERVICE CONTRACT**

STATE OF TEXAS                    }  
   }  
COUNTY OF EASTLAND        }

**THIS CONTRACT AND AGREEMENT** made and entered into this the     1<sup>st</sup>           of                   October 2025, by and between the County of Eastland, by and through its Commissioner's Court, (hereinafter called "County"), the City of Eastland, a Municipal Corporation, by and through its City Commissioners, and the City of Cisco, a Municipal Corporation, by and through its City Commissioners (both hereinafter called "Cities"), and Eastland Memorial Hospital District d/b/a Eastland Memorial Hospital, by and through its Board of Directors, (hereinafter called "Hospital").

### **W I T N E S S E T H**

**WHEREAS**, the parties hereto desire cooperatively to provide basic Emergency Medical Service (EMS) to persons within the City of Eastland, City of Cisco, Precinct One and Precinct Three and Four of Eastland County and Eastland Memorial Hospital District; and

**WHEREAS**, the parties hereto believe that it is to their constituent's best interests and mutual benefit to enter into this Cooperative Ambulance Service Contract for the provision of Emergency Medical Services to their respective areas; and

**WHEREAS**, Hospital agrees to provide basic Emergency Medical Services to persons within the City of Eastland, City of Cisco, Precinct One and Precinct Three and Four of Eastland County and Eastland Memorial Hospital District as hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and of the terms, provisions and mutual promises herein contained, it is mutually agreed as follows:

1. The Hospital agrees to provide Emergency Medical Service for the constituents of the aforesaid parties and agrees to operate Emergency Medical Service vehicles in a reasonable and prudent manner.

2. The Hospital agrees to abide by all state, federal and municipal laws and ordinances governing the operation of Emergency Medical Services and of personnel employed to perform such services.

3. The Hospital agrees to furnish to County and Cities, as a part of the ordinary business expense of the Emergency Medical Service, a current certificate of insurance issued and executed by an insurance company authorized to do business in the State of Texas, certifying that the Hospital has in full force and effect a policy of comprehensive general liability insurance with combined single limits of liability of not less than \$100,000.00/\$300,000.00. Further, Hospital agrees to provide, as a part of the ordinary business expense of the Emergency Medical Service collision and extended coverage insurance upon the ambulances and automobile liability with combined single limits of at least \$1,000,000.00, with the Cities and County named as additional insureds.

4. The parties hereto agree that the Hospital shall be entitled to retain all gross receipts (revenues) from the operation of the Emergency Medical Service. Further, the parties agree that the Hospital shall pay any and all related expenses incurred in the operation of said Emergency Medical Services out of the revenue collected from said operations. Further, the Cities and County shall pay an annual subsidy to the Hospital, upon execution of this contract, in the following sums:

County of Eastland	\$156,000
City of Eastland	\$114,715
City of Cisco	\$114,715



Said sum or portions thereof, shall be used by Hospital as needed to defray expenses in operating the Emergency Medical Service for each month in which expenses exceed revenues collected. In months where collected revenues exceed expenses, the net revenues will be carried forward and applied to future monthly deficits before any subsidies are applied. At the end of each anniversary of this contract, subsidies that have not been used will be deposited into an EMS Reserve Fund for ambulance, EMS equipment and/or ambulance chassis replacement.

In the event that Hospital expends all of said County and Cities subsidies as above described in the operation of the Emergency Medical Service, and the expenses thereafter exceed revenues for any month, then, in that event, the Hospital shall contribute monthly an amount of money equal to the expenses that exceed revenue until the amount contributed by said Hospital shall equal the sum of \$114,715. In the event that Hospital contributes an amount equal to \$114,715, then, the Cities, County and Hospital shall meet immediately to determine if there are any additional funds available to continue the Emergency Medical Service operation or in the alternative, if the Emergency Medical Service should be terminated. This meeting shall be attended by the designated representatives of each party as soon as is reasonably possible after the Hospital has contributed a sum up to the amount of \$114,715.

If a determination is made that there are no additional funds available to continue the operation of the Emergency Medical Service and/or the parties (one or all) decide not to contribute additional subsidies, then, in that event, this contract shall terminate and be at an end for all parties.

6. The County, Cities and Hospital shall share equally in the cost of replacing ambulance vehicles if monies in the EMS Reserve Fund are not adequate to cover the cost of replacement ambulance vehicles. The Hospital

will set equipment replacement criteria that are fair, reasonable and provides for optimal safety of patients and EMS technicians.

7. The parties hereto agree that the Hospital shall furnish to the Cities and County monthly statements of operation accompanied by a written report showing the total revenues collected and the cost of operation during the preceding month for Emergency Medical Services.

8. The term of this contract shall be for one (1) year beginning October 1, 2025 and ending on September 30, 2026. This agreement may be altered or modified at any time by the written agreement of all parties hereto.

On or before August 1, preceding each contract year, the Hospital shall provide to the Cities and County a financial budget of the EMS operation for the upcoming contract year, any anticipated changes to the financial operation of the EMS which impact the County, Cities or Hospital's participation in the EMS service, and any notice regarding the Hospital's intent to continue or discontinue the provision of EMS Services.

All parties hereto agree and understand that said budget is at best an estimate of both income and expenses for said fiscal year; that actual income and expense figures may vary from said budget and that all parties understand and agree that the actual financial obligation to be assumed by all parties may vary from said budget.

9. The rates and charges for Emergency Medical Services provided herein shall be established based upon reasonable and customary charges for like services in the region.

10. It is understood and agreed by and between all parties hereto that should the area of coverage of the Hospital's Emergency Medical Services change, all parties shall immediately meet in a good faith effort to renegotiate this contract.

11. In an effort to streamline operations of the Emergency Medical Service, as herein described, the Cities, County and Hospital agree to designate no more than one (1) representative each, to participate on an Emergency Medical Service steering committee which said committee shall meet as needed to make recommendations to the Hospital on the overall direction and operation of said Emergency Medical Services.

12. This contract shall be construed under the laws of the State of Texas and is performable in Eastland County, Texas.

13. This contract may not be assigned by any party hereto without prior written consent of all other parties.

**EXECUTED** the 1 day of October, 2025, to be effective October 1, 2025.

ATTEST:

**COUNTY OF EASTLAND**

By: \_\_\_\_\_  
**CATHY JENTHO**  
County Clerk

By: \_\_\_\_\_  
**DAVID HULLUM**  
County Judge

REVIEW

By: \_\_\_\_\_  
**BRAD STEPHENSON**  
District Attorney

ATTEST:

**CITY OF EASTLAND**

By: \_\_\_\_\_  
**ROMA HOLLEY**  
City Secretary

By: \_\_\_\_\_  
**LARRY VERNON**  
Mayor, City of Eastland

ATTEST:

**CITY OF CISCO**

By: \_\_\_\_\_  
**TAMMY OSBORNE**  
City Secretary

By: \_\_\_\_\_  
**STEPHEN FORESTER**  
Mayor, City of Cisco

ATTEST:

**EASTLAND MEMORIAL HOSPITAL**

By: \_\_\_\_\_  
**CLAY TAYLOR**  
Administrator

By: \_\_\_\_\_  
**NANCY STEWART**  
President, Board of Directors



**City of Cisco  
City Council Agenda Memo  
Item VII. (C)**

**Meeting Date:** 11/10/25  
**Department:** City Council  
**Requested By:** Sarah Adams, City Manager  
**Presented By:** Sarah Adams, City Manager

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**Agenda Item:**

Consider and Discuss Approval of Application for Routine Airport Maintenance Program (RAMP) Grant.

**Narrative:**

The RAMP Grant is an annual grant program available through the Texas Department of Transportation, whereby, municipal airports can receive 90% reimbursement of any maintenance and most repairs done on the airport property.

Generally, we apply for this grant every year. Council's approval of the application, does not equate to an approval of any expenditures of funds, and award of the grant does not obligate the city to perform any improvements. Instead, the reimbursed funds are available to us if we perform any approved work.

**Impacts (Citizen, Services, Financial, Personnel):**

**Legal Review:** ☐ Y/N or ☒ N/A

**Exhibits:**

**TxDot RAMP Grant Handout**

**RAMP Grant Agreement**

# Routine Airport Maintenance Program (RAMP)

## RAMP: FY2026

- As always, airside improvements and maintenance are the priority. Airside needs must be met before requesting assistance with landside maintenance and improvements.
- State funding is available up to \$100,000 per airport for the current fiscal year. The local government match is 10% of actual costs plus any costs exceeding \$100,000.
- The RAMP program encompasses "lower cost" airside and landside airport improvements that require approval and guidance from TxDOT Aviation before the project begins. These improvements can extend beyond maintenance and may include new or additional work. Examples include constructing airport entrance roads, paving airport public parking lots, installing security fencing, and replacing rotating beacons. TxDOT will determine the eligibility of specific items. Airside improvements take priority before requesting assistance with landside maintenance and improvements.
- Sponsors are permitted to issue their own contracts for the scope of services, or TxDOT districts may perform services within their capabilities. TxDOT will not participate in contracts for any ineligible scope items or for costs that are unreasonable for the type of service. Sponsor force account work is not eligible, but the purchase of materials for construction with sponsor labor is eligible.
- Sponsors can also contract with the TxDOT Workforce through their RAMP Grant Agreement to have TxDOT perform certain work such as fog/pavement seal and herbicide spraying. The sponsor's 10% match is required prior to work being performed. Contact your RAMP Coordinator for more information.
- A RAMP grant must be executed each state fiscal year before any work is performed. There is no formal application process; the RAMP is available in eGrants for execution at the beginning of each fiscal year.
- Work outlined in the Scope of Services of the grant must be performed during the state fiscal year (September 1<sup>st</sup> – August 31<sup>st</sup>). Additionally, any work conducted prior to the grant executed date is also ineligible.

## Eligible Items and Services

Item and service eligibility can be broken down into four categories:

- [Eligible Airside Maintenance Needs](#)
- [Eligible After Airside Maintenance Needs are Met](#)
- [Eligible Small Capital Improvement Projects](#)
- [Ineligible](#)

The following offers guidance on eligibility within these categories. **While we strive to provide comprehensive information, this list is not exhaustive.** Please feel free to reach out if you have any questions or concerns.

For more information, contact the TxDOT Aviation Division at

1-800-687-4568 (68-PILOT) or by email at [AVN\\_TxDOT\\_Aviation\\_Grants@txdot.gov](mailto:AVN_TxDOT_Aviation_Grants@txdot.gov)

You can also visit us at <http://www.txdot.gov/inside-txdot/division/aviation/airport-grants.html>

## Eligible

### Airside Maintenance Needs

- Pavement crack sealing/Pavement Slurry Seal/Fog Seal/Rejuvenator
- Pavement markings
- Drainage maintenance
- Sweeping
- Tree trimming and obstacle clearing for safety issues such as runway obstruction.
- Herbicide on airside pavement
- Replacement bulbs/lamps for airside lighting fixtures and approach aids
- Repair and maintenance for beacon, lighting, approach, and navigational aids.
- Eligible air traffic and operations equipment, installation, and subscription costs for airport tracking (1200.aero, Virtower, et cetera)
- Parts replacement for Automated Weather Observation System (AWOS) not covered under warranty.

### After Airside Maintenance Needs Are Met

- Seal coats/chip seal/crack seal for non-airside pavement
- Sponsor owned hangar/terminal building painting and repairs
- Hangar/terminal purchase
- Security camera systems excluding monitoring fees
- Game proof or security fencing and gates, electric gate openers
  - Game proof and security fencing must be of a reasonable height to protect airport perimeter and discourage trespassers (typically 8 foot or higher)
- Access roads for AWOS installations/AWOS NADIN interface monthly charge
- Airport entrance signs
- Repairs/maintenance to airport owned fuel systems/fuel farms, including replacement of tanks
- Professional Services for preparation of Storm Water Pollution Prevention, Spill Prevention Control & Countermeasure Plans, and maintenance/update of these plans
- Airfield FOD sweeper
- HVAC repairs in terminal building and/or control tower
- QT Pod/AWOS agreement renewals

### Small Capital Improvement Projects

- Design and construct new concrete/asphalt public auto parking areas.
- Design, construct, and repairs to the Hangar Access Taxiway (HAT)
- Design and construct new entrance roads and hangar access roads.
- Design and construction of aircraft wash racks as indicated by SWPPP.
- Design and construct expansion of apron areas or new apron areas.
- Design and construct runway lighting system extensions.
- Design and construct drainage improvements.
- Pilot lounge/small general aviation terminal buildings
- Beacon/tower replacements
- Preparation of FAA form 7460-1 "Notice of Proposed Construction or Alteration" for RAMP projects

**Guidance and Pre-Approval from TxDOT Aviation is Required Prior to Work/Purchases related to small capital improvement projects: Submit the Small Capital Improvement Project Approval Request Form to your planner to start the approval process.**

## Ineligible

- Purchase of a courtesy vehicle and/or maintenance/repairs to any vehicle or equipment including (but not limited to):
  - Tractors
  - Mowers
  - Airport Rescue Fire Fighting vehicles (ARFF)
- Purchase of capital equipment/capital expenditures including (but not limited to):
  - Aircraft dolly
  - Lawn mower
  - Sound canons
  - Golf carts
  - Snow/ice removal equipment
  - Furniture
  - Striping machines
  - Window ac units
  - Mobile generators
  - Power washers
- Routine operating expenditures including (but not limited to):
  - Carpet cleaning
  - Monthly utility bills
  - Tree trimming and landscaping services for beautification
  - Mowing
  - Trash collection and recycling services
  - Wheeled fire extinguishers
  - Pest control and pesticides
  - Bidding and advertising
  - Oil storage tanks
  - Furniture purchases
  - Tools
  - Office equipment and electronics (computers, monitors, etc.)
- Part 139, and other airport regulatory software implementation and subscription costs
- Airport Layout Plan (ALP)
- Force Account work by sponsor
- In-vehicle aviation radio
- FAA Flight Checks
- Any work related to damage that is part of an insurance claim process.
- Consumables including (but not limited to):
  - Batteries (except for AWOS)
  - Air and water filters
  - Tools
  - Interior light bulbs
  - Cleaning supplies
  - Replacement monitors/computer equipment for office operations
- **Work performed or purchases made prior to the grant being fully executed.**
  - A grant is considered fully executed when signed by all parties.
  - The date of the last signature is considered the execution date.



## Reminder

We are here to help; our goal is to assist municipalities in maintaining and preserving their airfield and airport facilities. Airside maintenance and improvements should always take precedence before seeking assistance with landside maintenance and improvements. Remember the items and services mentioned above are not exhaustive so if you have any questions about item eligibility, please feel free to reach out and contact your planner or RAMP coordinator at **1-800-687-4568 (68-PILOT)** or by email at

[AVN\\_TxDOT\\_Aviation\\_Grants@txdot.gov](mailto:AVN_TxDOT_Aviation_Grants@txdot.gov)



**TEXAS DEPARTMENT OF TRANSPORTATION**  
**REIMBURSABLE GRANT AGREEMENT**  
**FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

**(State Assisted Airport Routine Maintenance)**

**TxDOT Project ID: M2623CISC**

**Part I - Identification of the Project**

TO: The City of Cisco, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

This Reimbursable Grant Agreement is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Cisco, Texas, (hereinafter referred to as the "Sponsor").

This Reimbursable Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The scope of service for this project is for **airport maintenance** at the CISCO - CISCO MUNI Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible maintenance activities defined as airport maintenance and as stated in Part III of this RAMP Grant Agreement. Operational and/or operating expenses—defined herein as recurring costs necessary for the routine functioning of an airport, including but not limited to groundskeeping (e.g., mowing), utilities, insurance premiums, personnel compensation, and fuel—are categorically excluded from reimbursement eligibility under the RAMP program

The sole exception to this exclusion pertains to Airport Operations Counting Systems, which are expressly permitted under current funding guidelines and must be documented accordingly.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement airport maintenance operations and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

## **Part II - Offer of Financial Assistance**

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be \$111,111.11 (Amount A).

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of \$100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

The Sponsor's share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

Scope of Services of this Reimbursable Grant Agreement, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services

**Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.**

All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, August 31, 2026.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. The State will not participate in funding for force account work conducted by the Sponsor.
4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.
5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

### **Part III - Additional Requirements for Certain Equipment**

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.
3. Eligibility Requirements
  - A. The Equipment must include the following items, at a minimum;
    1. Triangulation
    2. Noise abatement
    3. Aircraft tracking data for 30 days
    4. Identification of pavement utilization by airplane design group for the entire airport
    5. Equal effectiveness at both towered and non-towered airports
    6. Tracking of military and government aircraft, including FAA blocked aircraft
  - B. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.
- C. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment;
  2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

#### **Part IV - Sponsor Responsibilities**

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and
  - b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

- d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting and navigational aids; and
- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
  - l. mowing services shall not qualify for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall bear full responsibility for all costs associated with mowing services; and
  - m. operating expenses, which are defined as ongoing costs incurred by a business to sustain its daily operations, including but not limited to rent, utilities, and salaries, shall not be eligible for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall assume full responsibility for all operating costs; and
  - n. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation's Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor's forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State of and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this Reimbursable Grant Agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Reimbursable Grant Agreement, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services and proof of payment. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Reimbursable Grant Agreement shall comprise a Reimbursable Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Reimbursable Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this Reimbursable Grant Agreement.

## **PART V - Amendments**

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.
2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.



3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.
  - a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.
4. If additional funds are required after the work is complete to fund the Sponsor's share, the State shall request funds from Sponsor at the financial closure of the project.
5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

#### **PART VI - Recitals**

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.
3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. ( and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

- a. Of primary importance to the State is compliance with the terms and conditions of this Reimbursable Grant Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Reimbursable Grant Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Reimbursable Grant Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Reimbursable Grant Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Reimbursable Grant Agreement null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Reimbursable Grant Agreement, or for enforcement of any of the provisions of this Reimbursable Grant Agreement, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Reimbursable Grant Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Reimbursable Grant Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

**Part VII - Acceptances**

**Acceptance of the Sponsor**

The City of Cisco, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Reimbursable Grant Agreement.

Acceptance of the Sponsor executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The City of Cisco, Texas

\_\_\_\_\_  
*(Sponsor)*

\_\_\_\_\_  
*(Sponsor Signature)*

\_\_\_\_\_  
*(Sponsor Title)*

\_\_\_\_\_  
*(Date)*

### **Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

**State of Texas**  
**Texas Department of Transportation**

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*(Signature)*

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*(Typed Name)*

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*(Title)*

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*(Date)*

## Certification of State Single Audit Requirements

I, \_\_\_\_\_ do certify that the City of Cisco will comply with all requirements of the State  
(Designated Representative)  
of Texas Single Audit Act if the City of Cisco spends or receives more than the threshold amount in  
any grant funding sources during the most recently audited fiscal year. And in following those  
requirements, the City of Cisco will submit the report to the audit division of the Texas Department of  
Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please  
submit a letter indicating that your entity is not required to have a State Single Audit performed for the  
most recent audited fiscal year.

City of Cisco

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*(Sponsor)*

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*(Sponsor Signature)*

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*(Sponsor Title)*

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*(Date)*

## Designation of Sponsor's Authorized Representative

TxDOT Project ID: M26 M2623CISC

The City of Cisco ,  
designates,

\_\_\_\_\_  
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and who shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor.

\_\_\_\_\_  
The City of Cisco, Texas

\_\_\_\_\_  
(Sponsor)

\_\_\_\_\_  
(Sponsor Signature)

\_\_\_\_\_  
(Sponsor Title)

\_\_\_\_\_  
(Date)

### Designated Representative

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Overnight Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone/Fax Number: \_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_



**City of Cisco  
City Council Agenda Memo  
Item VII. (D)**

**Meeting Date:** 11/10/25  
**Department:** City Council  
**Requested By:** Mayor Stephen Forester  
**Presented By:** Tammy Osborne, City Secretary

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**Agenda Item:**

Consider and Discuss Resolution No. 2025-11-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, CANVASSING THE ELECTION RETURNS AND DECLARING THE ELECTION RESULTS OF THE CITY OF CISCO SPECIAL ELECTION FOR CITY OF CISCO PROPOSITION A, HELD ON NOVEMBER 4, 2025.**

**Narrative:**

Section 24, Article III of the City Charter states that “Returns of every municipal election shall be delivered forthwith by the election judges to the city secretary. The council shall canvass the returns, investigate the qualifications of the candidates and declare the official results of [sic] the minutes of the council.”

Additionally, Section 67 of the Election Code governs the procedures by which local elections are canvassed.

On July 17, 2025, the City Council approved a resolution calling a special election for voters to vote for or against Proposition A. Election Day was November 4, 2025, and the results of that election have been prepared by the Election Judges and are attached for canvassing by the Council.

**Impacts (Citizen, Services, Financial, Personnel):**

**Legal Review:** ☐ Y/N or ☒ N/A

**Exhibits:**

None

**RESOLUTION NO. 2025-11-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, CANVASSING THE ELECTION RETURNS AND DECLARING THE ELECTION RESULTS OF THE CITY OF CISCO SPECIAL ELECTION FOR CITY OF CISCO PROPOSITION A, HELD ON NOVEMBER 4, 2025.**

**WHEREAS**, on July 14, 2025, the City Council of the City of Cisco resolved and ordered that a Special Election be held on November 4, 2025, in the City of Cisco, Texas, for the purpose of voting for or against CITY OF CISCO PROPOSITION A and;

**WHEREAS**, in accordance with that resolution passed by the City Council of the City of Cisco, Texas, a special election was held in the city on November 4, 2025, for the purpose of submitting for approval or rejection CITY OF CISCO PROPOSITION A;

**WHEREAS**, there now comes on to be considered the returns of the election held on the 4th day of November, 2025, for the purpose of voting for or against CITY OF CISCO PROPOSITION A;

**WHEREAS**, the returns of said election having been duly canvassed by the City Council, and there being cast at said election a total of 494 valid and legal votes, and the measure in said election having received the following votes, to-wit:

<b><u>PROPOSITION A:</u></b>	<b><u>VOTES CAST:</u></b>
<b>CITY OF CISCO</b>	<b>494</b>
For	243
Against	251

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

**Section 1.** the City Council officially finds, determines, and declares that the special election was duly and properly ordered; that proper legal notice of said election was duly given; that proper election officials were duly appointed prior to the election; that all resident qualified voters of the city were permitted to vote at the election; and due returns of the results of the election have been made and delivered; and that the City of Cisco City Council has duly canvassed such returns, all in accordance with the laws of the State of Texas.

**Section 2.** the results of the Special Election were against: ***CITY OF CISCO PROPOSITION A: Termination of the Cisco 4A Development Corporation and abolition of the economic development sales and use tax within the City of Cisco for the promotion and development of new and expanded enterprises at the rate of one-half of one percent (0.50%); termination of the Cisco Development Corporation and abolition of the economic development sales and use tax within the City of Cisco to undertake projects as authorized by Chapter 505 of the Texas Local Government Code, as amended, at the rate of one-half of one percent (0.50%); and adoption of a local sales and use tax in the City of Cisco, Texas, at the rate of two percent (2.00%), which is an increase of one percent (1.00%),*** with a total of 243 votes in favor and 251 votes against.



**Section 3.** It is hereby officially found and determined that the recitals contained in the preface of this resolution are true and correct legislative findings of the City Council of the City of Cisco, Texas, and such findings are incorporated into this resolution for all purposes.

**Section 4.** It is further hereby found and determined that, in accordance with the laws of the State of Texas, that the meeting at which this resolution is passed was open to the public as required, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, having been posted and remaining posted continuously for three business days preceding the date of the meeting.

**PASSED** and **APPROVED** by the City Council of the City of Cisco this 10th day of November, 2025.

**ATTEST:**

\_\_\_\_\_  
Stephen Forester, Mayor

\_\_\_\_\_  
Tammy Osborne, City Secretary



**City of Cisco  
City Council Agenda Memo  
Item VII. (E)**

**Meeting Date:** 11/10/25  
**Department:** Cisco Development Corporation  
**Requested By:** Tom Bailey, Executive Director  
**Presented By:** Tom Bailey, Executive Director

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**Agenda Item:**

Consider and Discuss Resolution No. 2025-10-27-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, AUTHORIZING THE CISCO 4A DEVELOPMENT CORPORATION (C4ADC) TO EXECUTE A REAL ESTATE SALES CONTRACT, AND ANY AND ALL CLOSING DOCUMENTS NECESSARY TO SELL AND CONVEY CERTAIN REAL PROPERTY CONSISTING OF LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS, IDENTIFIED AS 203 W. 7<sup>TH</sup> STREET, CISCO, TEXAS; AND AUTHORIZING THE CISCO DEVELOPMENT CORPORATION (CDC) TO EXECUTE A REAL ESTATE SALES CONTRACT AND ANY AND ALL CLOSING DOCUMENTS NECESSARY TO ACQUIRE CERTAIN REAL PROPERTY CONSISTING OF LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS, IDENTIFIED AS 203 W. 7<sup>TH</sup> STREET; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE. *(Second Reading)***

**Narrative:**

On September 15, 2025, the City Council authorized the C4ADC to purchase the above described property. Now the C4ADC wishes to convey that property to the CDC. This resolution represents a swap of the property from one corporation to the other so that the B Corporation can enter into an agreement with Mad Moriarty Kustoms, LLC for their business.

This resolution will require two readings before passage.

**Impacts (Citizen, Services, Financial, Personnel):**

**Legal Review:** ☐ Y/N or ☒ N/A

**Exhibits:**

**Resolution No. 2025-10-27-01**

**RESOLUTION NO. 2025-10-27-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, AUTHORIZING THE CISCO 4A DEVELOPMENT CORPORATION (C4ADC) TO EXECUTE A REAL ESTATE SALES CONTRACT, AND ANY AND ALL CLOSING DOCUMENTS NECESSARY TO SELL AND CONVEY CERTAIN REAL PROPERTY CONSISTING OF LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS, IDENTIFIED AS 203 W. 7<sup>TH</sup> STREET, CISCO, TEXAS; AND AUTHORIZING THE CISCO DEVELOPMENT CORPORATION (CDC) TO EXECUTE A REAL ESTATE SALES CONTRACT AND ANY AND ALL CLOSING DOCUMENTS NECESSARY TO ACQUIRE CERTAIN REAL PROPERTY CONSISTING OF LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS, IDENTIFIED AS 203 W. 7<sup>TH</sup> STREET; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Cisco 4A Development Corporation, a Type A economic development corporation (hereinafter referred to as the “C4ADC”), wishes to execute a Real Estate Sales Contract and any and all closing documents necessary to sell and convey property consisting of lots 1, 2, 3, 4, and 5, Block 55, OT Cisco, Eastland County Texas, identified as 203 W. 7<sup>th</sup> Street, Cisco, Eastland County, Texas, (hereinafter referred to as the “Property”); and

**WHEREAS,** The Cisco Development Corporation, a Type B economic development corporation (hereinafter referred to as the “CDC”), wishes to execute a Real Estate Sales Contract and any and all closing documents necessary to acquire the Property,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, AS FOLLOWS:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the City Council of the City of Cisco, Texas, and are fully incorporated into the body of this Resolution.

**Section 2.** That the City Council of the City of Cisco, Texas, does hereby approve and authorize the C4ADC to execute a Real Estate Sales Contract and any and all closing documents necessary for the C4ADC to sell the Property, and further authorizes the CDC to execute a Real Estate Sales Contract and any all closing documents necessary for the CDC to acquire the Property,

**Section 3.** The City Council further authorizes all other terms and conditions set forth in C4ADC Resolution No. 2025.10.14.01.C4ADC & 2025.10.14.01.CDC of October 14, 2025.

**Section 4.** That this Resolution shall become effective from and after its passage.

**DULY RESOLVED** by the City Council of the City of Cisco, Texas, after two readings  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Stephen Forester, Mayor

**ATTEST:**

\_\_\_\_\_  
Tammy Osborne, City Secretary

**RESOLUTION NO 2025.10.14.01.C4ADC**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CISCO 4A DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT, AND ANY AND ALL CLOSING DOCUMENTS NECESSARY TO SELL AND CONVEY CERTAIN REAL PROPERTY CONSISTING OF LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS, TO THE CISCO DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the Cisco 4A Development Corporation, a Texas non-profit corporation, and a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code (hereinafter referred to as the "C4ADC") authorizes the President and/or Executive Director of the C4ADC to execute a Real Estate Sales Contract, a copy of which is attached hereto as **Exhibit A** of this Resolution, and is incorporated herein for all purposes, and any and all closing documents necessary to sell and convey Lots 1, 2, 3, 4, and 5, Block 55, Original Town of Cisco, Eastland County, Texas, Original Town of Cisco, Eastland County, Texas (hereinafter referred to as the "Property"), to the Cisco Development Corporation, a Type B economic development corporation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CISCO 4A DEVELOPMENT CORPORATION, AS FOLLOWS:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the Board of Directors of the C4ADC, and are fully incorporated into the body of this Resolution.

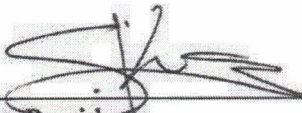
**Section 2.** That the Board of Directors of the C4ADC do hereby authorize the President and/or Executive Director of the C4ADC to execute a Real Estate Sales Contract, a copy of which is attached hereto as **Exhibit A** of this Resolution, and is incorporated herein for all purposes, and any and all real estate closing documents necessary for the C4ADC to sell and convey the Property, and authorizes the C4ADC staff and officers to take all actions necessary under said Real Estate Sales Contract.

**Section 3.** That this Resolution shall become effective from and after its passage.

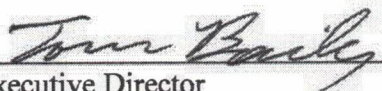
**DULY RESOLVED** by the Board of Directors of the Cisco 4A Development Corporation, on this the 14 day of October, 2025.



**APPROVED:**

  
\_\_\_\_\_  
Vice-President

**ATTEST:**

  
\_\_\_\_\_  
Executive Director

***Exhibit A***

[Real Estate Sales Contract]

**RESOLUTION NO 2025.10.14.01.CDC**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CISCO DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION, AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT, AND ANY AND ALL CLOSING DOCUMENTS NECESSARY TO ACQUIRE CERTAIN REAL PROPERTY CONSISTING OF LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS, FROM THE CISCO 4A DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the Cisco Development Corporation, a Texas non-profit corporation, and a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code (hereinafter referred to as the "CDC") authorizes the President and/or Executive Director of the CDC to execute a Real Estate Sales Contract, a copy of which is attached hereto as **Exhibit A** of this Resolution, and is incorporated herein for all purposes, and any and all closing documents necessary to acquire Lots 1, 2, 3, 4, and 5, Block 55, Original Town of Cisco, Eastland County, Texas Original Town of Cisco, Eastland County, Texas (hereinafter referred to as the "Property"), from the Cisco 4A Development Corporation, a Type A economic development corporation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CISCO DEVELOPMENT CORPORATION, AS FOLLOWS:**

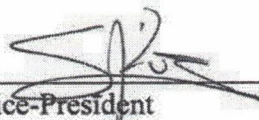
**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the Board of Directors of the CDC, and are fully incorporated into the body of this Resolution.

**Section 2.** That the Board of Directors of the CDC do hereby authorize the President and/or Executive Director of the CDC to execute a Real Estate Sales Contract, a copy of which is attached hereto as **Exhibit A** of this Resolution, and is incorporated herein for all purposes, and any and all real estate closing documents necessary for the CDC to acquire the Property, and authorizes the CDC staff and officers to take all actions necessary under said Real Estate Sales Contract.

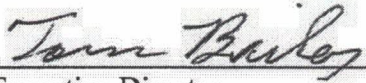
**Section 3.** That this Resolution shall become effective from and after its passage.

**DULY RESOLVED** by the Board of Directors of the Cisco Development Corporation, on this the 14 day of October, 2025.

**APPROVED:**

  
\_\_\_\_\_  
Vice-President

**ATTEST:**

  
\_\_\_\_\_  
Executive Director



***Exhibit A***

[Real Estate Sales Contract]



**City of Cisco  
City Council Agenda Memo  
Item VII. (F)**

**Meeting Date:** 11/10/25  
**Department:** Cisco Development Corporation  
**Requested By:** Tom Bailey, Executive Director  
**Presented By:** Tom Bailey, Executive Director

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**Agenda Item:**

Consider and Discuss Resolution No. 2025-10-27-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, AUTHORIZING THE LEASE OPTION TO PURCHASE AGREEMENT BETWEEN THE CISCO DEVELOPMENT CORPORATION AND MAD MORIARTY KUSTOMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, FOR LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Second Reading)***

**Narrative:**

The proposed resolution approves an lease option to purchase agreement between the CDC and Mar Moriarty Kustoms, LLC for the above referenced property.

This resolution will require two readings before passage.

**Impacts (Citizen, Services, Financial, Personnel):**

**Legal Review:** ☐ Y/N or ☒ N/A

**Exhibits:**

**Resolution No. 2025-10-27-02**

**RESOLUTION NO. 2025-10-27-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, AUTHORIZING THE LEASE OPTION TO PURCHASE AGREEMENT BETWEEN THE CISCO DEVELOPMENT CORPORATION AND MAD MORIARTY KUSTOMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, FOR LOTS 1, 2, 3, 4, AND 5, BLOCK 55, ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Cisco Development Corporation (hereinafter referred to as the "CDC") owns the property located at 203 W. 7<sup>th</sup> Street, Cisco, Eastland County, Texas, described as Lots 1, 2, 3, 4, and 5, Block 55, OT Cisco (hereinafter referred to as the "Property"); and

**WHEREAS**, on October 14, 2025, the CDC Board authorized the execution of a Lease Option to Purchase the Property with Mad Moriarty Kustoms, LLC, a Texas Limited Liability Company;

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

**Part 1:** The City Council authorizes the CDC to enter into a Lease Option Purchase Agreement for the property with Mad Moriarty Kustoms, LLC, a Texas Limited Liability Company.

**Part 2:** The City Council further authorizes all other terms and conditions set forth in CDC Resolution No. 2025.10.14.02.CDC of October 14, 2025.

**Part 3:** That this resolution shall take effect immediately from and after passage.

**DULY RESOLVED** by the City Council of the City of Cisco, Texas, after two readings on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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**Stephen Forester, Mayor**

**ATTEST:**

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**Tammy Osborne, City Secretary**

**RESOLUTION NO. 2025.10.14.02.CDC**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CISCO DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT, APPROVING THE LEASE OPTION TO PURCHASE AGREEMENT WITH MAD MORIARTY KUSTOMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, FOR LOTS 1, 2, 3, 4 AND 5, BLOCK 55 ORIGINAL TOWN OF CISCO, EASTLAND COUNTY, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS,** the Cisco Development Corporation (hereinafter referred to as the "EDC") is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS,** the Board of Directors of the EDC authorize the execution of the Lease Option to Purchase Agreement with Mad Moriarty Kustoms, LLC, a Texas limited liability company, attached hereto as *Exhibit A* of this Resolution, and is incorporated herein for all purposes, for the lease and option to purchase (the "Lease Purchase Agreement") Lots 1, 2, 3, 4 and 5, Block 55 Original Town of Cisco, Eastland County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS,** the Board of Directors of the EDC do hereby authorize the Executive Director or President of the EDC to execute said Lease Option to Purchase Agreement, attached hereto as *Exhibit A* of this Resolution; and

**WHEREAS,** in the event Mad Moriarty Kustoms, LLC exercises the option to purchase the Property contained in the Lease Option to Purchase Agreement, the Board of Directors of the EDC do hereby authorize the Executive Director or President of the EDC to execute any and all documents necessary for the conveyance of the Property to Mad Moriarty Kustoms, LLC, consistent with the terms of said Lease Option to Purchase Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CISCO DEVELOPMENT CORPORATION, THAT:**

**Section 1. FINDINGS INCORPORATED**

That the findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**Section 2. APPROVAL OF LEASE OPTION TO PURCHASE AGREEMENT**

That the Board of Directors of the EDC do hereby approve the Lease Option to Purchase Agreement, attached hereto as *Exhibit A* of this Resolution, and authorize the Executive Director or President to execute said Lease Option to Purchase Agreement.



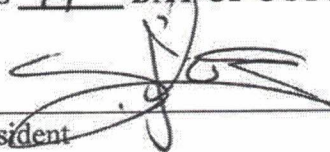
**Section 3. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY**

In the event Mad Moriarty Kustoms, LLC, exercises the option to purchase the Property contained in the Lease Option to Purchase Agreement, attached hereto as ***Exhibit A*** of this Resolution, the Board of Directors of the EDC do hereby authorize the Executive Director or President of the EDC to execute any and all documents necessary for the conveyance of the Property to Mad Moriarty Kustoms, LLC, consistent with the terms of said Lease Option to Purchase Agreement.

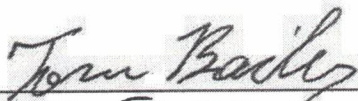
**Section 4. EFFECTIVE DATE.**

This Resolution shall become effective from and after its passage.

**PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE CISCO DEVELOPMENT CORPORATION, ON THIS 14 DAY OF OCTOBER, 2025.**

  
\_\_\_\_\_  
, President

**ATTEST:**

  
\_\_\_\_\_  
, Secretary EX Director

***Exhibit A***

**[Lease Option to Purchase Agreement]**

## **Lease Option to Purchase Agreement**

This Lease Option to Purchase Agreement (hereinafter referred to as the "Lease") is made and effective \_\_\_\_\_, 2025 (the "Effective Date"), by and between **CISCO DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "Landlord"), whose address for the purposes of this Lease is 701 Conrad Hilton Boulevard, Cisco, Texas 76437, and **MAD MORIARTY KUSTOMS, LLC**, a Texas limited liability company (hereinafter referred to as "Tenant"), whose address for the purposes of this Lease is \_\_\_\_\_, Cisco, Texas 76437. Landlord has agreed to and hereby leases, demises and lets to Tenant, and Tenant has agreed to and hereby leases and takes from Landlord and the Leased Premises for the term hereinafter stated and subject to all of the provisions, covenants and conditions of this Lease.

### **Section 1. Leased Premises.**

1.1 Landlord is the owner of land and improvements consisting of the following:

**Lots 1, 2, 3, 4, and 5, Block 55, Original Town of Cisco, Eastland County, Texas, and 0.878-acre tract of land out of and part of Block -D/-3, Original Town of Cisco, Eastland County, Texas**

(hereinafter referred to as "Leased Premises"). Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

### **Section 2. Use of Leased Premises.**

2.1 The Leased Premises shall be used and occupied as a beauty salon, retail, and manufacturing facility. Tenant agrees not to use or permit the use of the Leased Premises for any purpose which is illegal or which, in Landlord's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Leased Premises.

2.2 Tenant will maintain the Leased Premises in a clean and healthful condition, and shall comply with all laws, orders, ordinances, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to its use or occupancy of the Leased Premises.

### **Section 3. Term.**

3.1 Subject to all of the terms and conditions set forth herein, or in any appendix hereto, the term of this Lease shall be for a period from the Effective Date (the "Commencement Date"), and end at 11:59 p.m. on the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Termination Date") or on such earlier date as this Lease may terminate as provided herein.

3.2 In addition, Tenant may, if it is not in default (after the expiration of any applicable grace or notice and cure periods) either on the date required for the notice or on the date such extension



commences, extend the lease term for one (1) additional period of five (5) years. The extended term will begin on the day following the Termination Date. All terms and covenants of the Lease apply to the extended lease term. Tenant may exercise the option to extend this Lease by giving Landlord written notice of its intention to do so not later than sixty (60) days before the Termination Date.

#### **Section 4. Rent.**

4.1 Tenant agrees to pay to Landlord or whomever the Landlord designates in writing, at 701 Conrad Hilton Boulevard, Cisco, Texas 76437, for the account of Landlord rent for said Leased Premises at the rate of:

**\$1,500.00 per month during the Lease term.**

One (1) such monthly installment shall be due and payable on or before the Commencement Date of this Lease as set forth in Section 3 of this Lease, and a like monthly installment shall be due and payable on the first (1<sup>st</sup>) day of each succeeding calendar month during the Term of this Lease. If rental Commencement Date is other than the first (1<sup>st</sup>) of the month the rental rate will be equitably prorated. Other terms, if any, are specified below.

#### **Section 4A. Option to Purchase Leased Premises.**

The option to purchase the Leased Premises commences one (1) month prior to the Termination Date and expires on the Termination Date at 11:59 PM. To exercise the option to purchase the Leased Premises, the Tenant must deliver to the Landlord written notice of Tenant's intent to purchase prior to the termination of the Lease. All paid rent under this Lease shall be credited to the purchase price at closing if the Tenant timely exercises the option to purchase, provided that the Tenant is not in default of the Lease, and closes the conveyance of the Leased Premises. The total purchase price for the Leased Premises is **One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00)**. This option to purchase the Leased Premises is exclusive and non-assignable and exists solely for the benefit of the Tenant. Should Tenant attempt to assign, convey, delegate, or transfer this option to purchase without the Landlord's express written permission, any such attempt shall be deemed null and void. If the option to purchase is exercised, the Leased Premises shall be conveyed by special warranty deed using the standard TREC form or form agreed to by the parties.

#### **Section 5. Possession of Leased Premises.**

5.1 Tenant acknowledges that Tenant has inspected the Leased Premises, and on the basis of such inspection Tenant accepts the Leased Premises, and the buildings and improvements situated thereon, as suitable for the purposes for which the same are leased, in their present condition.

#### **Section 6. Maintenance of Leased Premises.**

6.1 Tenant Accepts Leased Premises As Is. By taking possession of the Leased Premises,



Tenant shall be deemed to have accepted the Leased Premises "AS IS".

6.2 Tenant's Maintenance of Leased Premises. Tenant shall keep the Leased Premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement and restoration as is required for that purpose, the Leased Premises and every part thereof and any and all appurtenances thereto wherever located. Tenant will maintain the grounds of the Leased Premises including mowing and hedge trimming of the Leased Premises. Notwithstanding any provision of this Lease to the contrary, Tenant shall be responsible for the maintenance, repair and replacement of the foundations, roof, roof membrane, structural components, HVAC systems, paving and paved areas, and sign posts (if applicable) of the Leased Premises, and electrical, water, sewer, gas (if applicable), and other utility lines up to the point of connection with the Leased Premises.

6.3 Other.

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## **Section 7. Utilities.**

7.1 Landlord covenants that the Leased Premises are served by water, and electrical utilities. Tenant covenants and agrees to pay all charges incurred for water, sewer, electricity and gas services used in the Leased Premises, if any.

## **Section 8. Signage.**

8.1 Tenant shall have the right to erect signs on any portion of the Leased Premises subject to applicable laws, ordinances, and regulations.

## **Section 9. Alterations and Improvements.**

9.1 All alterations and improvements to the Leased Premise shall be at the Tenant's sole expense, and subject to Landlord's prior approval (which will not be unreasonably withheld, conditioned or delayed by Landlord). Landlord shall have the right to inspect the improvements installed on the Leased Premises upon reasonable prior notice during normal business hours. All improvements made to the Leased Premise shall remain with the Leased Premise at the end of this Lease, and shall become the property of the Landlord.

## **Section 10. Liabilities.**

10.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Leased Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, invitees, licensees or concessionaires or any other person entering the Leased Premises under express or implied invitation of Tenant, or arising out



of the use of the Leased Premises by Tenant, and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease; and Tenant hereby agrees to indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Notwithstanding the foregoing, Tenant shall not be liable for any injury or damage caused by the negligence or misconduct of Landlord, or Landlord's employees or agents, or breach of this Lease by Landlord, and Landlord agrees to indemnify and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

#### **Section 11. Damage to Leased Premises.**

11.1 Any insurance which may be carried by Landlord or Tenant against loss or damage to the Leased Premises shall be for the sole benefit of the party carrying such insurance under its sole control, and it is understood that Landlord shall in no event be obligated to carry insurance of Tenant's contents.

#### **Section 12. Late Fee.**

12.1 It is understood that the minimum rent is due on or before the first (1<sup>st</sup>) of the month without offset or deduction of any nature. In the event any rental is not received within ten (10) days of when due it is agreed that Tenant will pay a late fee of five percent (5%) of the monthly rental amount plus \$10.00 per day. Tenant shall pay \$50.00 for each returned check. Any such late fee shall be payable as additional rent hereunder and shall be payable within ten (10) days of Tenant's receipt of written demand therefor from Landlord. It is not intended that the late fee or any portion be construed as interest in any way.

#### **Section 13. Events of Default.**

13.1 The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay an installment of rent or any other obligation hereunder involving the payment of money on the date that same is due, and such failure shall continue for a period of ten (10) days after Tenant's receipt of written notice of such failure from Landlord.
- (b) Tenant shall fail to comply with any Term, provision, or covenant of this Lease other than as described in subsection (a) above, and shall not cure, or commence documented reasonable effort to cure in a form reasonably acceptable to the Landlord and thereafter diligently pursue such cure to completion, such failure within thirty (30) days after Tenant's receipt of written notice thereof from Landlord.
- (c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or make a general assignment for the benefit of creditors.
- (d) A receiver or Trustee shall be appointed for the Leased Premise or for all or substantially



all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease, and such receivership shall not be dismissed or discharged within 60 days after the appointment thereof.

#### **Section 14. Effects of Event of Default.**

14.1 Upon the occurrence and during the continuance of any of the Events of Default listed in this Lease, the Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand.

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord. If Tenant fails to surrender the Leased Premises, Landlord may, without prejudice to any other remedy which it may have for possession of the Leased Premises or Rent in arrears, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim damages (except to the extent (if any) arising from Landlord's gross negligence or willful misconduct). Tenant shall pay to Landlord within ten (10) days of Tenant's receipt of written demand from Landlord the amount of all loss and damage which Landlord may suffer by reason of termination, whether through inability to re-let the Leased Premises on reasonably satisfactory terms or otherwise.
- (b) Enter upon and take possession of the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages (except to the extent (if any) arising from Landlord's gross negligence or willful misconduct), and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof. Landlord may re-let the Leased Premises and receive the rent therefor. Tenant agrees to pay to Landlord monthly or on demand from time to time any deficiency that may arise by reason of any such re-letting. In determining the amount of the deficiency, the reasonable professional service fees, attorneys' fees, court costs, remodeling expenses, and all other reasonable costs of re-letting shall be subtracted from the amount of rent received under the reletting.
- (c) Enter upon the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution for any claim for damages, (except to the extent (if any) arising from Landlord's gross negligence or willful misconduct) and do whatever Tenant is obligated to do under the terms of this Lease. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise, except to the extent (if any) arising from Landlord's gross negligence or willful misconduct.
- (d) In addition to the foregoing remedies, Landlord shall have the right to change or modify the locks on the Leased Premises in the event Tenant fails to pay the



monthly installment of Rent within ten (10) days of when due. Landlord shall not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Leased Premises unless and until Tenant pays Landlord all Rent, which is delinquent. Tenant agrees that Landlord shall not be liable for any damages resulting to the Tenant from the lockout.

- (e) No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of that intention is given to Tenant.

#### **Section 15. Holding Over.**

15.1 Should Tenant or any of its successors in interest hold over the Leased Premises, or any part thereof, after the expiration of this Lease term, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy at will only, at a rental equal to the greater of the fair market value of such rental property or the rental paid for the last month of the Lease term (including any extensions thereto) plus fifty percent (50%) of such amount.

#### **Section 16. Liability and Casualty Insurance.**

16.1 During the Lease Term, Tenant shall maintain a commercial general liability policy of insurance, at Tenant's expense, insuring Landlord against liability arising out of the Tenant's use, occupancy, or maintenance of the Leased Premises. The initial amounts of the insurance must be at least: \$1,000,000 for Each Occurrence and \$1,000,000 Property Damage for the Leased Premises. However, the amounts of the insurance shall not limit Tenant's liability nor relieve Tenant of any obligation under this Lease. The policies must contain cross liability endorsements, if applicable, and must insure Tenant's performance of the indemnity provisions of this Lease. The policies must contain a provision, which prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to Landlord. The Landlord shall be named as additional insured on the commercial general liability policy. If Tenant fails to maintain the policy, Landlord may elect to maintain the insurance at Tenant's expense. Tenant may, at Tenant's expense, maintain other liability insurance as Tenant deems necessary.

16.2 During the Lease Term, Landlord shall maintain a casualty insurance coverage policy for the Property, at Landlord's expense (but subject to reimbursement for Tenant's pro rata share thereof pursuant to Section 4.1 above and the following sentences in this Section 16.2), insuring Landlord for the Property. Tenant agrees to pay to Landlord on a pro-rated basis the casualty insurance coverage policy paid by Landlord for the Leased Premises. Such payment shall be made with the Rent as provided in Section 4.1 of this Lease.

#### **Section 17. Condemnation.**

17.1 If the whole of the Leased Premises or access thereto should be taken under the power of eminent domain or condemnation, or a sale made under threat thereof, then this Lease shall cease as of the date of the taking without further liability upon either Landlord or Tenant. If only a



portion of the Leased Premises or access thereto is taken under the power of eminent domain or condemnation, or sale made under the threat thereof, and the portion remaining will not in the reasonable opinion of the Tenant, be adequate for Tenant's continued use, Tenant shall have the option to terminate this Lease by giving Landlord notice thereof within thirty (30) days after the date of the taking. If this Lease is not so terminated, Landlord shall promptly restore the portion remaining to an integral unit resembling as much as possible the Leased Premises prior to the taking. Any and all proceeds resulting from a taking in whole or part of the Leased Premises under the power of eminent domain or condemnation, or sale under threat thereof, shall be paid directly to Landlord and shall be Landlord's property. Tenant shall, however, have the right to recover from such authority through a separate award which does not reduce Landlord's award, any compensation as may be awarded to Tenant on account of moving and relocation expenses and depreciation to and removal of Tenant's physical property and loss or interruption of Tenant's business. If this Lease is not terminated pursuant to this Section 17.1 as a result of any such taking or sale, the Rent payable hereunder shall be redetermined on the basis of the remaining square feet of leasable area of the Lease Premises.

#### **Section 18. Taxes.**

18.1 Tenant shall be liable for all taxes levied or assessed against real property, personal property, furniture or fixtures placed by Tenant in the Leased Premises.

18.2 If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Leased Premises and Landlord elects to pay the taxes based upon the increase, Tenant shall pay to Landlord within thirty (30) days of Tenant's receipt of written demand from Landlord that part of such taxes for which Tenant is primarily liable hereunder.

#### **Section 19. Special Provisions.**

(1) The Lease shall be subject to approval of the City Council of the City of Cisco, Texas.

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **Section 20. Miscellaneous Provisions.**

20.1 **Amendments.** This Lease constitutes the entire understanding and agreement of the parties as to the matters set forth in this Lease, and supersedes all prior written or verbal agreements or communications regarding such matters. No alteration of or amendment to this Lease shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.



**20.2 Applicable Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Eastland County, Texas. Venue for any action arising under this Lease shall lie in the state district and county courts of Eastland County, Texas.

**20.3 Assignment.** Tenant shall not assign this Lease or sublet the Leased Premises, or any part thereof without the consent of the Landlord in writing.

**20.4 Attorney's Fees.** In the event either party defaults in the performance of any of the terms of this Lease the other party agrees to pay the prevailing party's reasonable attorneys' fees.

**20.5 Caption Headings.** Caption headings in this Lease are for convenience purposes only and are not to be used to interpret or define the provisions of the Lease.

**20.6 Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

**20.7 Force Majeure.** Neither party shall be liable to the other for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond such party's reasonable control, provided, however, in no event shall the foregoing apply to the financial obligations of either Landlord or Tenant to the other under this Lease. Landlord shall not be liable for any damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises which is not attributable to Landlord's negligence, willful misconduct or breach of this Lease.

**20.8 Language.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

**20.9 Liability.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Leased Premises, and Landlord shall not be personally liable for any deficiency.

**20.10 Notices.** All notices, requests or communications required or permitted to be given under this Lease shall be given in writing and shall be effective when actually delivered or three (3) days after the date when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown in this Lease. Any party may change its address for notices under this Lease by giving formal written notice to the other parties in accordance with this Section 20.10, specifying that the purpose of the notice is to change the party's address.

**20.11 Right of Entry and Inspection.** Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours (and in emergencies at all times) to inspect the same, or clean, or make repairs or alterations or additions,



or to show the Leased Premises to prospective purchasers, mortgage lenders, insurers or (during the last 180 days of the Lease term) tenants, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided, however, that Landlord shall use commercially reasonable efforts to minimize any disruption to Tenant's operations resulting therefrom.

**20.12 Severability.** If a court of competent jurisdiction finds any provision of this Lease to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Lease in all other respects shall remain valid and enforceable.

**20.13 Successors.** The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and permitted assigns except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including but not limited to any notices required to be delivered by Landlord to Tenant hereunder, may at Landlord's option be exercised or performed by Landlord's agent or attorney.

**20.14 Time is of the Essence.** Time is of the essence in the performance of this Lease.

**20.15 Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**20.16** The signature of Esther Nicole West in her individual capacity, affixed to this Lease is for the express purpose of unconditionally, absolutely, and irrevocably guaranteeing to the Landlord the prompt payment and performance of all of the obligations of this Lease. The Landlord is unwilling to enter into this Lease unless it receives a guaranty of the undersigned covering the Lease. The Landlord may seek recourse against the individual, Esther Nicole West, in the event the Tenant is unable to satisfy its obligations under this Lease.

**[The Remainder of this Page Intentionally Left Blank]**

EXECUTED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**LANDLORD:**

**CISCO DEVELOPMENT CORPORATION,**  
a Texas non-profit corporation

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

Tom Bailey, Interim Executive Director

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

**TENANT:**

**MAD MORIARTY KUSTOMS, LLC,**  
a Texas limited liability company,

\_\_\_\_\_  
Esther Nicole West

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

**ESTHER NICOLE WEST, Individually**

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

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



## **PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** by and between **CISCO DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "CDC"); and **MAD MORIARTY KUSTOMS, LLC**, a Texas limited liability company (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

**WHEREAS**, the CDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

**WHEREAS**, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless CDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by CDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by CDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

**WHEREAS**, Developer has applied to CDC for economic development assistance necessary to relocate its business and renovate the existing building located on Lots 1, 2, 3, 4, and 5, Block 55, Original Town of Cisco, Eastland County, Texas, and 0.878-acre tract of land out of and part of Block -D/-3, Original Town of Cisco, Eastland County, Texas, and generally located at 203 West 7<sup>th</sup> Street, Cisco, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the CDC's Board of Directors have determined the economic development assistance provided to Developer pursuant to this Agreement is consistent with and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

**WHEREAS**, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Cisco, Texas, to approve all programs and expenditures of CDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CDC and Developer agree as follows:

## **SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

## **SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until five (5) years from the Effective Date, unless terminated sooner under the provisions hereof.

## **SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **CDC.** The term “CDC” means Cisco Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 701 Conrad Hilton Boulevard, Cisco, Texas 76437.
- (d) **Developer.** The word “Developer” means Mad Moriarty Kustoms, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 203 W. 7<sup>th</sup> Street, Cisco, Texas 76437.
- (e) **Effective Date.** The words “Effective Date” of this Agreement shall be the date of the latter to execute this Agreement by and between the Developer and CDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (h) **Property.** The word “Property” means Lots 1, 2, 3, 4, and 5, Block 55, Original Town of Cisco, Eastland County, Texas, and 0.878-acre tract of land out of and part of Block -D/-

3, Original Town of Cisco, Eastland County, Texas, and generally located at 203 West 7<sup>th</sup> Street, Cisco, Texas.

- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures made by the Developer consisting of renovating the existing building located on the Property, and those expenses which otherwise meet the definition of “project” as that term is defined by Section 501.103 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### **SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.**

Developer covenants and agrees with CDC that, while this Agreement is in effect, the Developer shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the CDC paid invoices, paid receipts, or other paid documentation of the Qualified Expenditures made to the Property in a form acceptable to the CDC prior to any reimbursement. Developer covenants and agrees to provide to the CDC said paid invoices, paid receipts, or other paid documentation in the minimum amount of **Two Thousand and No/100 Dollars (\$2,000.00)** by **December 31, 2025**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **December 31, 2025**, a certificate of occupancy from the City of Cisco, Texas, for a minimum of 5,400 square feet of retail and manufacturing space located on the Property.
- (c) **Operate Business Establishment.** Developer covenants and agrees by **December 31, 2025**, and during the Term of this Agreement to keep open the establishment business located on the Property.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2025**, and during the Term of this Agreement to maintain its principal place of business at the Property and employ and maintain a minimum of **eight (8)** Full-Time Equivalent Employment Positions working for the Developer at the Property. Developer covenants and agrees beginning on **February 1, 2026**, and during the Term of this Agreement, Developer shall deliver to CDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **February 1, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **five (5)** Annual Compliance



Verifications due and submitted to CDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (e) **Lease of the Property.** Developer covenants and agrees to execute a lease of the Property with the CDC in a form acceptable to the parties within 90 day of the Effective Date of this Agreement.
- (f) **Performance Conditions.** Developer agrees to make, execute and deliver to CDC such other promissory notes, instruments, documents and other agreements as CDC or its attorneys may reasonably request to evidence this Agreement.
- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and CDC.

#### **SECTION 5. AFFIRMATIVE COVENANTS OF CDC.**

CDC covenants and agrees with Developer that, while this Agreement is in effect, CDC shall comply with the following terms and conditions:

- (a) **Lease of the Property.** CDC covenants and agrees to execute a lease of the Property with the Developer in a form acceptable to the parties within 90 day of the Effective Date of this Agreement.
- (b) **Performance.** CDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between CDC and the Developer.

#### **SECTION 6. CESSATION OF ADVANCES.**

If CDC has made any commitment to make any financial assistance to the Developer, whether under this Agreement or under any other agreement, CDC shall have no obligation to disburse any financial assistance specified in Section 5 of this Agreement if: (i) the Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

#### **SECTION 7. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or CDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of

Developer or CDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and CDC is an Event of Default.

- (b) **False Statements.** Any warranty, representation, or statement made or furnished to CDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Cisco, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from CDC and/or Eastland County Central Appraisal District is an Event of Default.

## **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the financial assistance provided pursuant to Section 5 of this Agreement, shall become immediately due and payable by Developer to CDC.

## **SECTION 9. INDEMNIFICATION.**

**TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**



## SECTION 10. DEVELOPER'S REPRESENTATIONS.

By execution hereof, the signators warrant and represent that they have the requisite authority to execute this Agreement and the related documents and that the representations made herein, and in the related documents, are true and accurate in all respects.

## SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Eastland County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Eastland County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. CDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this

Agreement. The Notices shall be addressed as follows:

If to CDC: Cisco Development Corporation  
701 Conrad Hilton Blvd.  
Cisco, Texas 76437  
Attn: Tom Bailey, Interim Executive Director  
Telephone: (254) 442-4200

if to Developer: Mad Moriarty Kustoms, LLC  
203 W. 7<sup>th</sup> Street  
Cisco, Texas 76437  
Attn: Esther Nicole West, Managing Member  
Telephone: \_\_\_\_\_

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120<sup>th</sup> day after the date CDC notifies Developer of the violation.

**[The Remainder of this Page Intentionally Left Blank]**

**THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES HEREBY AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE PROVIDED HEREIN.**

**CDC:**

**CISCO DEVELOPMENT CORPORATION,**  
a Texas non-profit corporation

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

Sean King, President

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

**ATTEST:**

\_\_\_\_\_  
Casey Murter, Secretary

**DEVELOPER:**

**MAD MORIARTY KUSTOMS, LLC,**  
a Texas limited liability company,

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

Esther Nicole West, Managing Member

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





**City of Cisco  
City Council Agenda Memo  
Item VII. (G)**

**Meeting Date:** 11/10/25  
**Department:** Administration  
**Requested By:** Sarah Adams, City Manager  
**Presented By:** Pat Chesser, City Attorney

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**Agenda Item:**

Consider and Discuss Property Owned by the City at Lake Cisco and Lake Lot Leases.—Pat Chesser  
(Executive Session: 551.071 Consultation with Attorney & 551.072 Deliberation Regarding Real Property)

**Narrative:**

The Council will enter into Executive Session to consult with the City Attorney regarding the real property and Lake Lot Leases.

**Impacts (Citizen, Services, Financial, Personnel):**

**Legal Review:** ☒ Y/N or ☐ N/A

**Exhibits:**

None



**City of Cisco  
City Council Agenda Memo  
Item VII. (H)**

**Meeting Date:** 11/10/25  
**Department:** Administration  
**Requested By:** Pat Chesser, City Attorney  
**Presented By:** Stephen Forester, Mayor

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**Agenda Item:**

Reconvene into Open Session and Take Any Action Deemed Necessary as a Result of the Executive Session Including Possible Passage of Resolution No. 2025-10-27-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, ESTABLISHING THE POLICY REGARDING CISCO LAKE LOT LEASES AND THE SALE OF LAKE LOT LEASES; AND PROVIDING AN EFFECTIVE DATE.**

**Narrative:**

The Council will reconvene into open session and potentially take any desired action after the Executive Session for Items G.

**Impacts (Citizen, Services, Financial, Personnel):**

**Legal Review:** ☒ Y/N or ☐ N/A

**Exhibits:**

**Resolution No. 2025-10-27-04**