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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.



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

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

Agenda Item:

Approve the Minutes of the Meeting Conducted on:

-September 22, 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 9/22/25

THE CITY OF CISCO
CITY COUNCIL REGULAR MEETING
September 22, 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:

MAYOR	STEPHEN FORESTER
COUNCILMEMBER PLACE I	AMANDA ROGERS-BENNETT
COUNCILMEMBER PLACE II	GLENN BOLES
COUNCILMEMBER PLACE III	SHERRIE ANAYA
COUNCILMEMBER PLACE V	CHRIS JOHNSON
COUNCILMEMBER PLACE VI	TRAVIS TOOF

PERSONNEL PRESENT:

CITY MANAGER	SARAH ADAMS
CITY SECRETARY	TAMMY OSBORNE

PERSONNEL ABSENT:

COUNCILMEMBER PLACE IV	NATHAN BRUNER
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Guests: Brit Johnston, Misty Bussell, Mark Knippers, Lennah Frost, Ricky Hudson, Tami Hudson, Russell Hayes, Craig Knight, Albert Jacques, Tom Bailey, Bryan Jackson, Tony Held, Lori Mayfield, Dean Mayfield, Melanie Weatherly, Ervin Light, Kenneth Preston, Lloyd Fagan, Rachel Green, Ben Nelms, Cody Poston, Marguerite Poston, Denise Huls, Sam Honea, Jimmy McCoy, Larry Anderson, Lynda Anderson, Nancy Douglas, Jack Douglas, David Patterson, Lori Patterson, Connie Vick, Trey Vick, Matt Johnson, Sheila Johnson, Gayelena Rener, Walter Fairbanks

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:

Mr. Bryan Jackson spoke to the Council regarding tiny homes and accessory dwelling units, asking the Council to consider allowing them inside the city limits.

Several citizens including Cody Poston, Tony Held, and Misty Bussell were present and hoping to take part in discussion of the Lake Lot Leases.

Ervin Light thanked city crews for street repairs made around town.

V. APPROVE MINUTES OF THE MEETING CONDUCTED ON:

- **September 15, 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, Anaya, Johnson, Toof, Forester
Nays: None/Motion Carries
Voted: 6 to 0
Absent: Bruner

VI. REPORTS:

No reports were presented.

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

A. Consider and Discuss Ordinance No. 0-2025-18

AN ORDINANCE OF THE CITY OF CISCO, TEXAS, AMENDING CERTAIN SUBSECTIONS OF CHAPTER 20 “UTILITIES”, SPECIFICALLY, SECTION 20-18 “TAPPING FEES” AND 20-23 “SEWER TAP FEE” OF THE CITY’S CODE OF ORDINANCES AMENDING WATER AND SEWER TAPPING FEES; AND ESTABLISHING AN EFFECTIVE DATE. *(Second Reading)*

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

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

B. Consider and Discuss Ordinance No. 0-2025-19

AN ORDINANCE OF THE CITY OF CISCO, TEXAS AMENDING SEC. 20-22(E) OF THE CITY’S CODE OF ORDINANCES TO ESTABLISH INCREASED WATER RATES FOR WHOLESALE CUSTOMERS OF TREATED WATER; PROVIDING AN EFFECTIVE DATE FOR THE RATES; PROVIDING A CUMULATIVE REPEALER AND SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR COMPLIANCE WITH THE OPEN MEETINGS ACT. *(Second Reading)*

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

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

C. Consider and Discuss Resetting Rescheduled Meeting Currently Set for Tuesday, October 14, 2025, back to the Regularly Scheduled Date of Monday, October 13, 2025.

Mayor Forester reminded the Council that October 13th had been a city holiday, and as such, the meeting for that day had been rescheduled. As the city is no longer observing Columbus Day as holiday, the meeting could be moved back to its original date.

Motion was made by Councilmember Johnson to reschedule the meeting currently set for Tuesday, October 14, 2025, back to its regularly scheduled date of Monday, October 13, 2025, second was made by Councilmember Boles. Motion prevailed by the following vote:

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

**D. 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 retired into Executive Session under Section 551.071 & 551.072 at 6:18 p.m.

The Council reconvened into Regular Session at 7:23 p.m. and took no action.

Mr. Chesser, the City Attorney, did indicate that the Council would review the item at a future meeting and take action at that time.

E. Items of Community Interest.

Councilmember Johnson asked to discuss the tiny home information brought by Mr. Jackson, and the City Secretary answered that the matter was being reviewed by the Planning & Zoning Commission in December and they would bring a recommendation to Council.

Mayor Forester reminded the Council and visitors that there will be a forum for the upcoming election on September 30, 2025, at 6:00 p.m. at the Conrad Hilton Center to present information regarding the proposition on the ballot.

VIII. ADJOURNMENT

Motion was made by Councilmember Toof to adjourn, second made by Councilmember Rogers-Bennett. Motion passed unanimously and the meeting adjourned at 7:26 p.m.

ATTEST:

Tammy Osborne, City Secretary

Stephen Forester, Mayor



City of Cisco
City Council Agenda Memo
Item VII. (A)

Meeting Date: 10/13/25
Department: Planning & Zoning
Requested By: Scott Stevens
Presented By: Tammy Osborne, City Secretary

Agenda Item:

Consider and Discuss Approving a Specific Use Permit to Scott Stevens for 300 E. 21st St. for Use as a Short Term Rental.

Narrative:

Section 22 of the Planning & Zoning Ordinance allows use of a residential property in a Single Family Residential District as a short term rental with an approved Specific Use Permit.

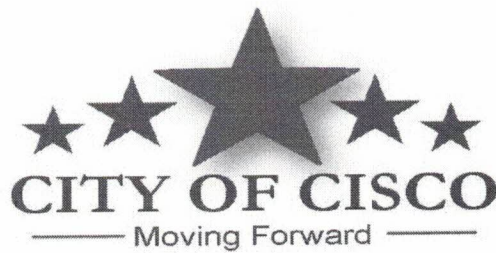
Mr. Stevens is requesting a Specific Use Permit to utilize his residential property for this purpose. The Planning & Zoning Commission considered and approved the permit application at their meeting in September, and a Public Hearing was held in accordance with the ordinance directly before this meeting.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: ☐ Y/N or ☒ N/A

Exhibits:

Specific Use Permit Application



PROCEDURE TO BE FOLLOWED TO OBTAIN A SPECIFIC USE PERMIT

A. Application and Processing Fee

A formal application is to be made to the Planning and Zoning Commission for any Specific Use Permit. Upon the filing of any application for a Specific Use Permit, the applicant shall pay, to the City of Cisco, Texas, the sum of one hundred and five dollars (\$105.00). Upon receipt of the application and the processing fee, the Planning and Zoning Commission will forward its recommendation to the City Council.

B. Application requirements

An application for a Specific Use Permit shall be accompanied by a site plan drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities, size, height, construction materials, and locations of buildings; the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; visual screening such as walls, landscaping, and fences; and the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of two hundred (200) feet.

C. Meeting Times of Planning and Zoning Commission

The Planning and Zoning Commission meets on the 3rd Tuesday in the third month of each quarter. The application must be submitted at least 20 days prior to the scheduled meeting. The applicant will receive notification of such meeting time.

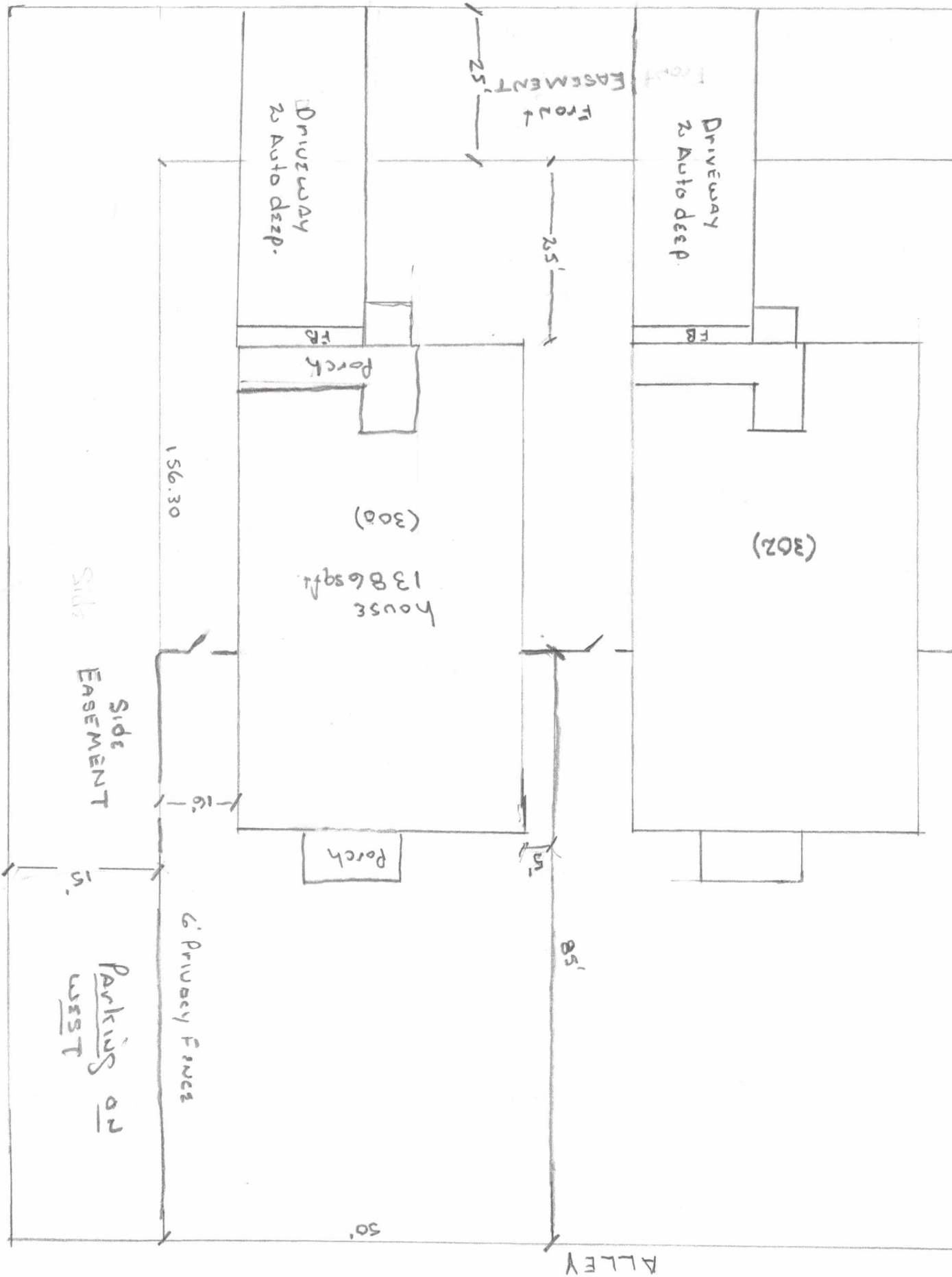
D. Public Hearing and Final Action

Upon receipt of the Planning and Zoning Commission's recommendations, a public hearing date will be set. Notice of such hearing will be given not less than ten (10) days prior to the hearing. Such notice will be advertised in the Eastland County Newspaper, and on the city's website.

Upon completion of the public hearing, the City Council will approve or reject the application.

EAST 21st Street

NORTH



Ave C

EAST 21ST STREET
CALLED ALEXANDER ST. AS PER OFFICIAL PLAT
(CALLED 60' ASPHALT PAVING ROADWAY)

**(BLOCK 134
SUBDIVISION 4)**

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

CITY PARK SUB-DIV
(OFFICIAL PLAT FILE OF RECORD IN SLIDE 149, PLAT
CABINET RECORDS, EASTLAND COUNTY, TEXAS)
CITY OF CISCO
EASTLAND COUNTY, TEXAS

AVENUE "C"
CALLED R. & AVE. AS PER OFFICIAL PLAT
(CALLED 60' GRAVEL ROADWAY)

BLOCK 135

LOT 17

LOT 14

LOT 15

LOT 16

CALLED 32' ALLEY

FOUND 1/2" SMOOTH
IRON ROD TO BE
ERRONEOUS
N 61°13'26" E 50.00'
FOUND 1/2" REBAR
WITH SURVEY CAP
#5085
NO FENCE
VISIONARY LEGEND REALTY LLC
CALLED LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

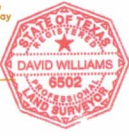
Plat of a Survey of Real Property and Improvements situated on all of Lot 1, out of and part of Subdivision 4, Block 134, City Park Sub-Division of the Town of Cisco, Eastland County, Texas, as per the Official Plat filed of record in Slide 149, Plat Cabinet Records of Eastland County, Texas. Property having a physical address of 300 East 21st Street, Cisco, Texas 76437. Said land being out of and part of a tract formerly described as Lots 1 & 2, Subd. 4, Block 134, City of Cisco, as conveyed in a deed to Visionary Legend Realty LLC recorded in Document No. 2024-000533, Official Public Records of Eastland County, Texas.

LEGEND:
FOUND IRON ROD OR PIN
SET 1/2" REBAR WITH SURVEY
CAP NO. 5085
WATER METER
GAS METER
DISCORDED TRACT
SURVEY LINE
EXISTING FENCE LINE
OVERHEAD ELECTRIC LINE



JB11727DW LOT 1, JUDY STEVENS, 07/16/2024
SCALE: 1" = 20'
0 20' 40' 60'

I, David Williams do hereby certify that this plat represents a true and correct survey made on the ground under my direct supervision on this 16th day of July, 2024.
David Williams
David Williams
Registered Professional Land Surveyor
Texas Registration No. 6502
07/16/2024
Note: This plat is only valid with original red signature, stamp and embossed seal.



Notes: No Right of Ways or Easements found of record affecting subject tract as per Texas Title Insurance Co. Commitment GF No. BL2403357.
• Property Subject to Code of Ordinances for the City of Cisco as published on said Municipality's website at: www.cityofcisco.com
Texas 811
Know what's below.
Call before you dig.

FLOOD HAZARD STATEMENT:
The Property and Improvements described above are in Flood Zone "C" which is defined as areas of minimal flooding, according to the "Flood Hazard Boundary Map", Community Panel No. 480203, 0201 & for the City of Cisco, Eastland County, Texas as published by the Department of Housing and Urban Development, Federal Insurance Administration, with latest revision dated January 23, 1979.

1/8"=1'-0" SCALE

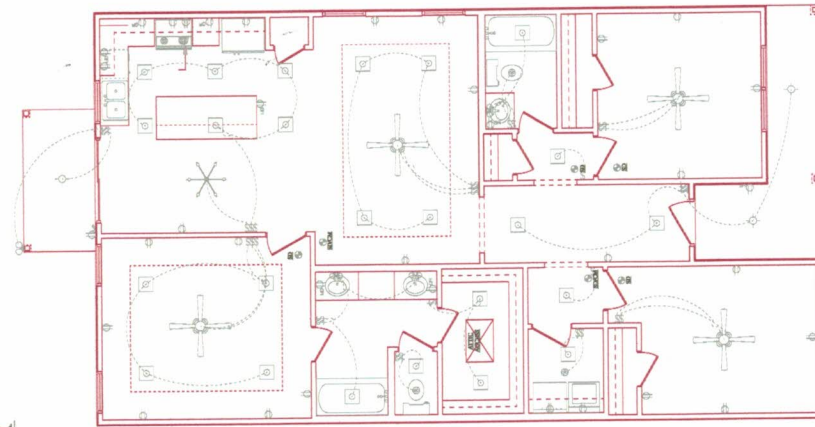
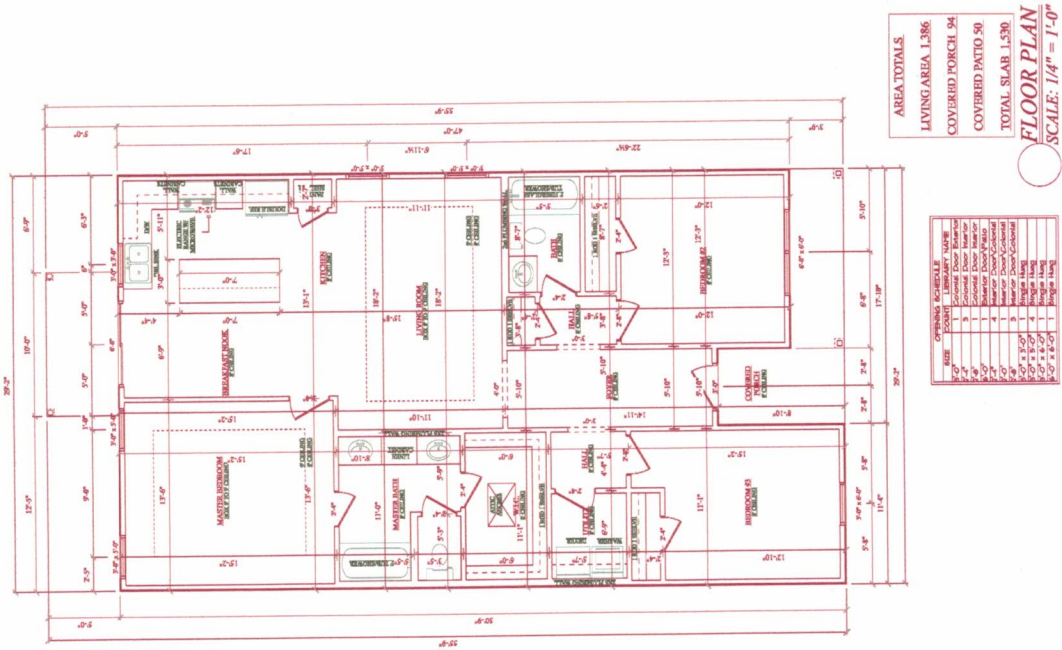
MEMBER
AIA
BD
AMERICAN INSTITUTE OF
BUILDING DESIGN

A NEW SINGLE FAMILY HOME
TO BE LOCATED AT
302 EAST 21ST STREET
LOT 2 BLOCK
CISCO, TEXAS
EASTLAND COUNTY

BELVOIR
CUSTOM
HOMES

PLAN ID
1386

Residential Home Designs
(214) 399-0663
DesignsYourWay.RC@gmail.com
East Marvin Avenue
Waxahatchie, Texas 75165



GENERAL ELECTRICAL NOTES

1. VERIFY ALL EXTERIOR REBAR IS BENEATH FLOOR SLAB, PERMANENTLY EMBEDDED, SECURED TO REBAR WITH PLASTIC CHAIRS. VERIFY REBAR IS CORROSION RESISTANT AND SECURED TO REBAR WITH CHAIRS OR WELDS PRIOR TO CONSTRUCTION.
2. VERIFY DOOR THRESHOLD IS 1/2" ABOVE FINISH FLOOR.

ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

[illegible][illegible]



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

Meeting Date: 10/13/25
Department: Administration
Requested By: Sarah Adams, City Manager
Presented By: Sarah Adams, City Manager

Agenda Item:

Consider and Discuss Authorizing the City Manager to Execute a Contract to Sell Real Property Being Approximately 87 Acres of Property Located at Cisco Municipal Airport to the Cisco 4A Development Corporation.

Narrative:

The City Council has already previously considered and approved the sale of the property to the corporation, however, the action did not expressly convey authority to the City Manager to execute and sign the contract.

This action would need to specifically authorize the City Manager to sign all documentation necessary to complete the sale.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: ☐ Y/N or ☒ N/A

Exhibits:

CONTRACT TO SELL REAL PROPERTY

STATE OF TEXAS

*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EASTLAND

*

That the City of Cisco, a Texas home-rule municipality ("Seller"), for and in consideration of the amount specified in Section 2, "Sales Price," and the promise and covenants of the parties expressed herein, agrees to grant, sell and convey by Special Warranty Deed to the Cisco 4A Development Corporation, a Type A economic development corporation ("Buyer"), a good and indefeasible fee simple title, free and clear of all liens, easements, and other encumbrances of any kind to the following described real property situated in Eastland County, Texas, to-wit (hereinafter the "Property"):

BEING approximately 87 acres out of the Northwest Quarter of Section 508, A-573, S.P.R.R. Co. Survey, Eastland County, Texas, located adjacent to the Cisco Municipal Airport, such property to be surveyed by the Buyer, at the Buyer's cost and expense. The survey map and legal description will replace this generic property description and will be incorporated herein as though set out in full;

together with all improvements, fixtures, and personal property situated thereon, including all right, title and interest in or to all adjoining streets, roads, alleys, or other public areas.

1. **TAXES AND ASSESSMENTS:** Seller is tax exempt, but if there are any ad valorem property taxes on the Property for prior years, the taxes shall be paid by the Seller. Taxes for the current year, if any, shall be prorated through the date of closing and paid by Seller only for the portion of the year in which they owned the Property. To the extent that there are any ad valorem taxes on the Property for the portion of the year in which the Buyer owns the Property, Buyer shall be responsible for the payment of those ad valorem property taxes.

2. **PURCHASE PRICE:**

Purchase Price payable by Buyer for the Property at closing: \$5,500.00 per acre, such actual acreage to be established by the survey of the Property.

3. **TITLE INSURANCE AND SURVEY:**

(A) Buyer, at its sole cost and expense, agrees to purchase a standard form Title Commitment, issued by a title company ("Title Company") qualified to insure title in Texas selected by Buyer, in the amount of the Purchase Price.

(B) *Title Commitment: Title Policy.* "Title Commitment" means a Commitment for Issuance of a Policy of Title Insurance by Title Company, as agent for underwriter, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance in the amount of the Purchase Price issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer, or deemed approved by Buyer pursuant to this Section 3.

(C) *Survey.* A survey of the Property is required, Buyer will, at its sole cost and expense, obtain a survey of the Property.

(D) *Delivery of Title Commitment and Legible Copies.* The Title Commitment and legible copies of the instruments referenced in the Title Commitment shall be provided to Buyer within (20) days after the later of the Title Company's receipt of this Contract or receipt of a survey of the Property.

(E) *Title Objections.* Buyer has fifteen (15) business days (the "Title Objection Deadline") to review the Title Commitment and legible copies of the title instruments referenced in the Title Commitment and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected in the Title Commitment to the extent that Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to approve are ("Permitted Exceptions.") If Buyer notifies Seller of any Title Objections, Seller has ten (10) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within ten (10) days after the deadline for the giving of Seller's Cure Notice, notify Seller in writing that either (i) Buyer has elected to terminate this Contract; or (ii) Buyer will proceed to close, subject to Seller's obligations to resolve the Title Objections that they have agreed to cure. In the event that Buyer agrees to allow exceptions to title and proceed to close, the exceptions shall be waived by Buyer and shall constitute Permitted Exceptions. In the event title defects are discovered and the Parties elect to cure same, the expense of such curative work shall be paid by the Seller.

4. **CLOSING:** Closing shall take place within a reasonable time after title has been approved by the title insurance agency for title insurance coverage, or such other time as may be mutually agreed upon in writing by Seller and Buyer, but in no event shall said closing be later than October 31, 2025. Seller agrees to execute and cause to be executed and delivered to Buyer at closing, all legal instruments of conveyance required by the title insurance agency to fully consummate this transaction.

5. **EARNEST MONEY:** Buyer agrees to pay earnest money to the Title Company/Closing Agent, upon the signing of this Contract, in the amount of \$47,000.00.

6. (a) **SPECIAL CONDITIONS: BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) ENVIRONMENTAL HAZARDS; OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY EXCEPT FOR SELLER'S WARRANTY OF TITLE TO THE PROPERTY CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING. BUYER AGREES TO RELEASE, DISCHARGE, AND HOLD SELLER**

HARMLESS AS TO ANY AND ALL CAUSES OF ACTION ARISING NOW OR BUYER MAY HAVE IN THE FUTURE, INCLUDING THOSE RELATED TO ENVIRONMENTAL HAZARDS OR IN ANY WAY RELATED TO SELLER'S FAILURE TO COMPLY WITH ANY AND ALL ENVIRONMENTAL LAWS, OBLIGATIONS AND LIABILITIES INCLUDING STRICT LIABILITY OR NEGLIGENCE WHETHER SUCH ACTIVITY ARISES BEFORE OR AFTER CLOSING. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR IN THIS CONTRACT IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. THIS SURVIVES CLOSING.

(b) Seller is selling the Property to Buyer pursuant to Section 253.012 of the Texas Local Government Code. As consideration for this conveyance, Buyer agrees to use the Property in a manner that primarily promotes a public purpose of the Seller, that is, for economic development purposes, and in the event that Buyer fails to use the Property in that manner, Seller shall provide written notice to Buyer of a breach of this restrictive covenant, and if Buyer does cure the breach within thirty (30) days, the Property shall automatically revert to the Seller. In the event that the Property automatically reverts to the Seller, Buyer shall execute a special warranty deed conveying the Property back to Seller, at no cost to Seller, free of any liens or encumbrances.

7. **POSSESSION:** Time is of the essence of this Contract. Possession of the Property shall be given by Seller to Buyer at date of closing.

8. **RIGHT OF ENTRY:** Prior to the date of closing, Buyer, its agents, servants, employees, representatives, independent contractors, and any public utility companies shall have right of entry in, through, over, upon, along and across Seller's Property for the purpose of making appropriate surveys, of staking and marking rights-of-way, or making corings and other sub-surface exploration and of performing all preliminary work, inspections or research that Buyer deems necessary. In the event that Buyer finds any hazardous substances on the Property, Buyer may terminate this Contract at any time prior to closing.

9. **EXPENSES:**

(a) At closing, Seller agrees to execute and deliver to Buyer a Special Warranty Deed conveying good and indefeasible title to the Property free and clear of all liens and encumbrances against the Property, except for Permitted Exceptions, Seller agrees that any encumbrances shall be paid in full at the time of closing. Seller shall also deliver possession of the Property to Buyer.

(b) **Closing Costs:** Buyer shall pay all closing costs, including, the costs to prepare and record the deed; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to obtain, deliver, and record releases of all liens to be released at closing as described in this Contract; the costs to obtain certificates or reports of ad valorem taxes; pay the escrow fee charged by Title Company; the costs and premiums for the Title Policy; the costs of any survey work; the costs to obtain, deliver, and record all documents; and Buyer's expenses and attorney's fees. Buyer will not pay for Seller's attorney's fees.

10. **IMPROVEMENTS AND OTHER PROPERTY:** No improvements, fixtures, are excepted from this conveyance. Seller may remove all personal property from the Property prior to the transaction.

11. **RISK OF LOSS AND INSURANCE:** Seller assumes all hazards of damage to or destruction of any improvements on the Property until the closing date.

12. **GOOD CONDITION AND REPAIR:** Until the closing date, Seller agrees to maintain the Property in its current condition.

13. **COUNCIL APPROVAL:** Until the City Council of the City of Cisco has approved this Contract, this instrument shall constitute only an offer by Seller to sell the Property for the price and on the conditions and terms herein set forth. After having been so approved and ratified, this writing shall contain the entire agreement between the parties.

14. **BREACH OF CONTRACT:** If either party shall fail to fully and timely perform any of its obligations hereunder or shall terminate this Contract for any reason not permitted under this Contract, either party may terminate the Contract. Termination of this Contract by the non-breaching party because of the breaching party's default shall constitute a permissible termination. In the event that Seller terminates the Contract because of a breach by Buyer, Seller shall retain ownership of the escrow funds provided by Buyer herein which shall be Seller's sole remedy. In the event that Buyer terminates the Contract because of a breach by Seller, Buyer shall receive its earnest money back as its sole remedy.

15. **MISCELLANEOUS:**

(a) **Assignment of Contract:** This Contract may not be assigned by Buyer without the express written consent of Seller unless such assignment is to an entity owned or controlled by Buyer in whole or in part.

(b) **Survival of Covenants:** Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transaction contemplated hereby shall survive the closing and shall not be merged therein.

(c) **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth in the first paragraph.

(d) **Texas Law to Apply:** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Parker County, Texas.

- (e) Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns subject to all the terms, conditions and covenants set forth herein.
- (f) Legal Construction: In case any one or more of the provisions, contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- (g) Prior Agreements Superseded: This Contract constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein.
- (h) Time of Essence: Time is of the essence in this Contract.
- (i) Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- (j) Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this Contract suitable for filing of record.
- (k) Compliance: In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Buyer is hereby advised that it should be furnished with or obtain a policy of title insurance or Buyer should have the abstract covering the Property examined by an attorney of Buyer's own selection.
- (l) Headings: The headings of each section of this Contract are intended as an aid in construction of this Contract and shall not be construed in contravention of any of its provisions.

Executed in duplicate originals on this the 25th day of August, 2025.

SELLER:

CITY OF CISCO

By: Stephen Forester

Stephen Forester, Mayor

ATTEST:

Tammy Osborne
Tammy Osborne, City Secretary

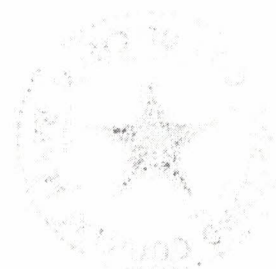


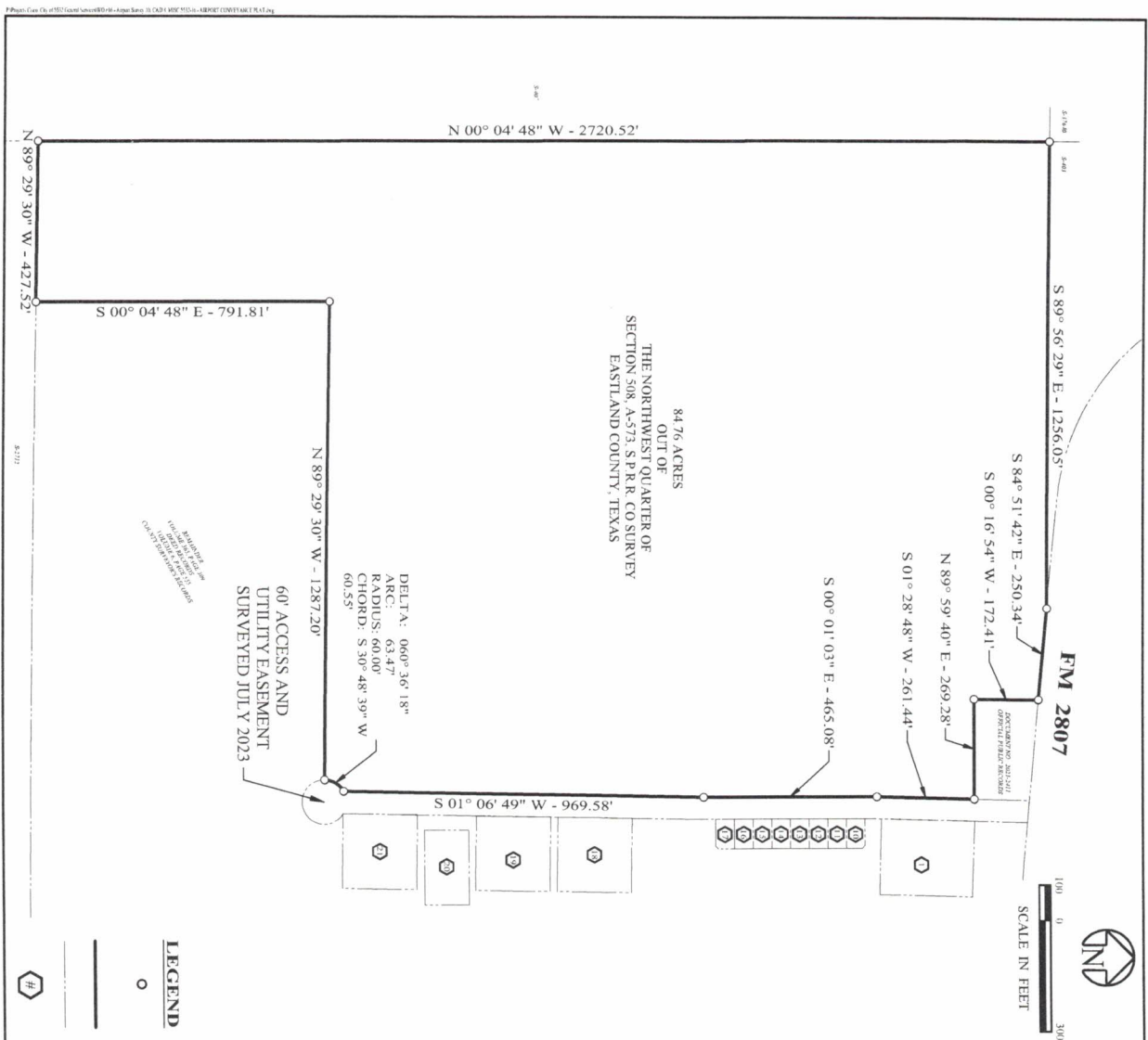
BUYER:

Cisco 4A Development Corporation

By: Joe Fracks

Joe Fracks, President





BEING AN 84.76 ACRE TRACT OUT OF THE NORTHWEST QUARTER OF SECTION 508, A-73, S. PRR. CO. SURVEY, EASTLAND COUNTY, TEXAS, SAME BEING OUT OF A CALLED 180 ACRE TRACT DESCRIBED IN VOLUME 365, PAGE 109 DEED RECORDS, E. SUTL AND COUNTY, TEXAS, SAME BEING OUT OF A CALLED 186.32 ACRE TRACT DESCRIBED IN VOLUME 6, PAGE 555, COUNTY SURVEYORS RECORD, EASTLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, NAD 83 TEXAS NORTH CENTRAL ZONE BASED ON GPS OBSERVATIONS

[illegible]

JULY 2023

OF

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR TIEKED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

MADE ON THE GROUND DURING THE MONTH

HILEY ELMER GRIFFITH, R.P.L.S. #3863

1. RILEY ELMER GRIFFITH, R.P.L.S. #3863, DO HEREBY CERTIFY THAT THE PLAT HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND DURING THE MONTH

DATE 08/15/2025

LEGEND

- O MONUMENTS, AS DESCRIBED IN FIELD NOTES
- SUBJECT TRACT BOUNDARY
- ADJACENT BOUNDARY LINES
- HANGER LEASE TRACT NUMBER

#	5532-16 (08/17/2022)	 Enprotec Hibbs & Todd Enprotec LLC, Ltd. Co., 1201 N. Main St., Suite 200 • Houston, TX 77002 • Tel: 713.466.8000 • Fax: 713.466.8001 • Email: info@enprotec.com • Website: www.enprotec.com
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**SURVEY OF 84.76 ACRES
OUT OF
THE NORTHWEST QUARTER OF
SECTION 508, A-573, S.P.R.R. CO SURVEY
EASTLAND COUNTY, TEXAS**



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

Meeting Date: 10/13/25
Department: Fire Department
Requested By: Walter Fairbanks, Fire Chief
Presented By: Walter Fairbanks, Fire Chief

Agenda Item:

Consider and Discuss Fire Fighting Contract with Eastland County.

Narrative:

Chief Fairbanks presents the annual Fire Fighting Contract between the city and the county

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: ☐ Y/N or ☒ N/A

Exhibits:

City of Cisco Fire Fighting Contract with Eastland County

**CITY OF CISCO
FIRE FIGHTING CONTRACT
WITH
EASTLAND COUNTY**

**THE STATE OF TEXAS §
COUNTY OF EASTLAND §**

THIS CONTRACT AND AGREEMENT, entered into this _____ day of _____, A.D., 2025, by and between the City of Cisco, Texas, herein called CITY, a municipal corporation of Eastland County, Texas by and through its duly authorized Mayor, and the County of Eastland, State of Texas, herein called COUNTY, by and through its duly authorized County Judge, both parties acting herein under the authority and pursuant to the terms of Chapter 791 of the Government Code, known as the "Interlocal Cooperation Act".

WHEREAS the Commissioners Court of Eastland County, Texas, does not at present furnish or maintain firefighting equipment for use outside the limits of any city or duly incorporated town in said Eastland County; and,

WHEREAS the said Commissioners Court and the said City of Cisco jointly find that it will be in the public interest whereby the City of Cisco will furnish firefighting services for use beyond the corporate limits of the said City of Cisco in Eastland County, Texas;

NOW, THEREFORE, it is mutually agreed between the said CITY and the said COUNTY that:

PART 1: SERVICES AND CONDITIONS: CITY agrees to respond to and provide firefighting services within said Eastland County in accordance with and subject to the terms and conditions hereinafter set out. It is specifically agreed that:

(1) CITY shall not be obligated to provide standby fire protection service under this agreement but rather shall only be required to respond to calls where firefighting services are reportedly needed. CITY may provide Volunteer members of the Fire Department for firefighting

service to and respond to calls from the following described area of said county: Without the limits of any city or duly incorporated town within Eastland County, Texas.

(2) The firefighting equipment and personnel of CITY, including members of the fire department of said CITY, shall give priority to calls within the said CITY limits at all times and should the Chief of the Cisco Fire Department (or his duly designated representative, either of which is hereinafter referred to as CHIEF), determine that an emergency condition exists within the said CITY limits, CITY reserves and shall have the right to refuse to make any calls outside the said CITY limits during the pendency of such emergency and shall not be required to make such calls outside of said CITY limits during the pendency of such emergency. If such emergency arises within the said CITY limits while CITY equipment and/or personnel are responding to a call outside the said CITY limits, the said CHIEF may order the return of said equipment and personnel to respond to the emergency within the said CITY limits. This paragraph shall not, however, preclude the said CITY from responding to fires outside the said CITY limits even though one or more fires are in progress or other conditions exist and are such that the said CHIEF is of the opinion that an emergency condition exists but determines that such firefighting equipment and/or personnel may still be safely sent or remain beyond the said CITY limits in response to a call of a fire in said COUNTY. The decision of the said CHIEF as to the advisability of sending or recalling firefighting equipment and/or personnel beyond the said CITY limits shall be final and binding on all parties and beneficiaries to this agreement.

(2A) CITY agrees to comply with all applicable laws and to promote an atmosphere of professional conduct among its members, both in their personal affairs and in the execution of their duties as related to this agreement.

(2B) CITY shall not utilize any person under the age of majority, nor any non-member volunteers, in the performance of the services provided under this contract.

(2C) CHIEF, under the terms of this contract, may secure equipment, services, and/or resources that are reasonably necessary, in the CHIEF's opinion, to mitigate an emergency incident.

(2D) COUNTY shall provide Worker's Compensation Insurance Coverage for CITY's emergency responders who are performing Fire Fighting Services while outside the limits of any city or duly incorporated town within Eastland County, Texas under the terms of this contract.

(3) CITY shall furnish to the COUNTY AUDITOR (auditor3@eastlandcountytexas.com), a list of the duly authorized members of the Cisco Fire Department including any CITY employees and designate which of said firemen are assigned duties as a driver of any fire fighting vehicle and equipment together with a list of fire fighting vehicles and equipment which is available for use in firefighting in the COUNTY, as hereinabove provided; and the CITY shall supplement the said lists as additions and deletions pertinent thereto are made.

(4) COUNTY shall assume and hold the CITY harmless from liability for any uninsured or unpaid for physical damage to any fire fighting vehicle and/or equipment belonging to the said CITY and operated by duly authorized personnel of the said CITY, outside the limits of any city or incorporated town within the said COUNTY, except for any such damages resulting from normal and ordinary wear, tear and usage, and provided further that any such fire fighting vehicles and equipment be insured by the CITY for damages and destruction in an amount of not less than the reasonable fair market value of any such said property.

(5) CITY, in addition to the annual fire call report, shall furnish to the COUNTY AUDITOR or COUNTY JUDGE, an itemized quarterly accounting of all expenditures necessarily spent by CITY for fire suppression services from the following described area of said county: Outside the limits of any city or duly incorporated town within Eastland County, Texas. This accounting shall be subject to auditing provided by the COUNTY. Said quarterly accounting, in the format specified by the county, shall be submitted to the County Auditor's Office on or before the first Monday following each quarterly period.

PART 2: PAYMENT: County agrees to pay the CITY the sum of \$7,500.00 per quarter during the period of this agreement, the first said quarterly payment being due on the first day of the month of execution hereof.

PART 3: TERM: This agreement shall be effective from and after the date of execution hereof and continue until September 30, 2026.

PART 4: NOTICE OF TERMINATION: Either party hereto may terminate this agreement without recourse or liability for breach of damages upon thirty (30) days written notice to the other party.

PART 5: NOTICES

(A) Any permitted or required notices to be given to CITY shall be in writing and delivered to:

City of Cisco/City Manager
500 Conrad Hilton Ave
PO Box 110
Cisco, TX 76437

(B) Any permitted or required notices to be given to COUNTY shall be in writing and delivered to:

County of Eastland/County Judge
100 West Main, Suite 203
Eastland TX 76448

PART 6: SIGNATURES

EXECUTED in duplicate originals on the date herein set forth.

ATTEST: CITY OF CISCO

CITY SECRETARY

By: _____
MAYOR

Date _____

ATTEST: COUNTY OF CISCO

COUNTY CLERK

By: _____
COUNTY JUDGE

Date _____

DRAFT



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

Meeting Date: 10/13/25
Department: Administration
Requested By: Sarah Adams, City Manager
Presented By: Sarah Adams, City Manager

Agenda Item:

Consider and Discuss Resolution No. 2025-10-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, APPROVING ATHE EASTLAND COUNTY, TEXAS, MULTI-JURIDICTIONAL HAZARD MITIGATION PLAN.

Narrative:

Last year Eastland County was awarded a grant to update the current Hazard Mitigation Plan. The plan has been completed and is now in the formal adoption process. The plan will be adopted by all the participating entities and submitted to FEMA for approval.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: ☐ Y/N or ☒ N/A

Exhibits:

Resolution No. 2025-10-13

FEMA Approval Pending Adoption Letter

Press release regarding the grant and the HMAP.

RESOLUTION NO. 2025-10-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, APPROVING THE EASTLAND COUNTY, TEXAS MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

WHEREAS, the Federal Disaster Mitigation Act of 2000 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), creating the framework for state, local, tribal, and territorial governments to engage in hazard mitigation planning to receive certain types of non-emergency disaster assistance; and,

WHEREAS, the Disaster Mitigation Act of 2000 was amended in May 2023 to require an Active Hazard Mitigation Plan for federal grant funding eligibility; and,

WHEREAS, a Core Team comprised of members of Eastland County, participating sub-jurisdictions, and school districts took part in the identification of Critical Facilities, Community Capabilities, Identification and Prioritization of Natural Hazard Risks, and the identification of new Hazard Mitigation Actions; and,

WHEREAS, Stakeholders and Participants also provided input; and,

WHEREAS, the Cisco City Council commits to comply with the annual Plan review as described by FEMA; and,

WHEREAS, the Plan incorporates the comments, ideas, and concerns of the communities, which this updated Plan is designed to protect, ascertained through a series of Public Outreach Meetings, newspaper coverage, publication of the draft plan for public review and comment, and other activities.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Cisco that the 2025 Hazard Mitigation Plan update is hereby approved and adopted by the Council on _____, 2025 and resolves to execute the Actions in the Plan.

ADOPTED this _____ day of _____, 2025.

Mayor

ATTESTED TO:

City Secretary



FEMA

August 29, 2025

Jennifer Charlton-Faia, Deputy State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Eastland County, Texas Multi-Jurisdiction
Hazard Mitigation Plan

Dear Ms. Charlton-Faia:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). FEMA review does not include the review of content that exceeds the applicable FEMA mitigation planning requirements. Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments, has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 268-7602.

Sincerely,

**ROBERTO E
RAMIREZ**

Roberto E. Ramirez
Acting Chief, Risk Analysis Branch

Digitally signed by ROBERTO
E RAMIREZ
Date: 2025.09.04 08:13:05
-05'00'

Enclosures: Approved Participants

cc: Anne Lehnick

Participants

Attached is the list of participating local governments included in the August 29, 2025 review of the referenced Hazard Mitigation plan.

Community Name

- | |
|---|
| 1) Carbon town |
| 2) Cisco city |
| 3) Cisco Independent School District |
| 4) Eastland city |
| 5) Eastland County |
| 6) Eastland County Water Supply District |
| 7) Eastland Independent School District |
| 8) Gorman city |
| 9) Gorman Independent School District |
| 10) Ranger city |
| 11) Ranger Independent School District |
| 12) Rising Star Independent School District |
| 13) Rising Star town |



For more information, contact:

Judy Langford, President and Owner
Langford Community Management Services, Inc.
Judy@lcmsinc.com; (512) 452-0432

Eastland County Secures Grant to Update Hazard Mitigation Plan, Enhancing Community Resilience Against Natural Disasters

Eastland County has been awarded a Local Hazard Mitigation Planning grant from the Texas General Land Office (GLO) to update the county's Hazard Mitigation Plan. This critical project will provide communities with practical strategies to reduce long-term risks from natural hazards and disasters. Eastland County Judge David Hullum emphasized that the updated multi-jurisdictional plan will serve as a vital tool in safeguarding the future of the county's residents and infrastructure. Remarkably, the GLO grant covers all costs associated with the plan, requiring no local match from the county.

In addition to Eastland County, the plan will encompass the incorporated cities of Eastland, Carbon, Cisco, Ranger, Rising Star, Gorman, and the Eastland County Water Supply District. Local independent school districts, the Eastland County Sheriff's Department, and other key stakeholders will also be invited to participate in the plan's development.

FEMA defines mitigation as "an investment in the community's future safety and sustainability," and highlights the critical role mitigation plays in protecting public safety, preventing loss of life, and preserving economic, cultural, and environmental assets. Natural disasters have the potential to impact every aspect of a community, often with devastating effects, which is why a comprehensive mitigation plan is so important.

Judge Hullum noted that although the project is funded by GLO, the ultimate goal is to submit the finalized plan to FEMA for approval. To guide the process, the county has enlisted Langford Community Management Services, Inc. (LCMS), an expert firm committed to ensuring the plan aligns with FEMA standards.

"The hazard mitigation plan will address a broad range of natural threats, including floods, hurricanes, severe storms, tornadoes, droughts, wildfires, extreme heat, and winter storms," said Judy Langford, President of LCMS. "Our goal is to identify community vulnerabilities and craft strategies to mitigate risks specific to each area."

A CORE Planning Team, comprised of representatives from Eastland County, the cities of Eastland, Cisco, Ranger, Rising Star, Gorman, Carbon, and other participating jurisdictions, will lead the development of the plan. Local stakeholders will also contribute to shaping the mitigation strategies unique to each community. As part of the process, the public will be encouraged to provide input through online surveys and outreach meetings. These surveys will be made available on social media, as well as in public locations like libraries, city halls, and the Eastland County Courthouse.

The planning process will involve reviewing the county's existing capabilities, conducting risk assessments, and identifying actionable mitigation goals. Public feedback will be vital in ensuring the plan reflects community needs and priorities.

Once FEMA approves the updated Eastland County Hazard Mitigation Plan, the county and participating jurisdictions will be eligible to apply for additional FEMA funding to support essential projects and acquire life-saving equipment to strengthen local resilience against future disasters.

Judge Hullum encouraged all residents to engage with the process, attend outreach meetings, and share their thoughts on how the county can better prepare for natural disasters. "This is a unique opportunity for an open dialogue on strengthening our community's defenses. We need everyone's input to make this plan as effective as possible," he stated.



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

Meeting Date: 10/13/25
Department: City Council
Requested By: Chris Johnson, Councilmember
Presented By: Sarah Adams, City Manager

Agenda Item:

Consider and Discuss the City of Cisco Water Conservation Plan & Drought Contingency Plan.

Narrative:

Councilmember Johnson asked that the Drought Contingency Plan be reviewed regarding water restrictions.

The plan is reviewed by the city engineers and adopted by the City Council every five years. The current plan was adopted in May 2024 and states the following regarding Stage 1 water conservation:

A. Stage 1 - Drought Watch

Requirements for initiation:

1. *Water storage in Lake Cisco is equal to or less than 40% of its active water*

supply capacity as determined by the City Public Works Department.

2. *Reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the amount of water supply in storage could be reduced during the next 12- month period to 30% or less of its total active water supply capacity.*

Requirements for termination:

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. The City will notify its retail and wholesale customers and TCEQ of the termination of Stage 1 in the same manner as the notification of the implementation of Stage 1 of the Plan.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: ☐ Y/N or ☒ N/A

Exhibits:

City of Cisco Water Conservation & Drought Contingency Plan

WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN

CITY OF CISCO

PWSID 0670001

MAY 2024

Prepared for:
CITY OF CISCO
500 CONRAD HILTON BLVD.
CISCO, TEXAS 76437



Abilene | Lubbock | Granbury
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

Corporate Headquarters
402 Cedar Street
Abilene, Texas 79601
T: (325) 698-5560
F: (325) 690-3240

www.e-ht.com



Enprotec | Hibbs & Todd

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CITY OF CISCO, TEXAS WATER CONSERVATION PLAN

Section I. Declaration of Policy, Purpose and Intent

The purpose of the Water Conservation Plan (the Plan) is to: promote the wise and responsible use of water by implementing structural programs that result in quantifiable water conservation results; develop, maintain, and enforce water conservation policies and ordinances; and support public education programs to educate customers about water and wastewater facilities operations, water quantity and quality, water conservation and non-point source protection.

In accordance with 30 Texas Administrative Code Chapter 288, the City of Cisco (City) practices and promotes conservation of water through the implementation of practices described in the Texas Water Development Board's (TWDB's) Best Management Practices (BMP) Guide for Municipal and Wholesale Users. Where they appear in this Plan, BMPs are noted by "(recognized BMP)".

Section II. Utility Profile

The service area for the City is located in Eastland County approximately 100 miles west of Fort Worth. The service area for the City's water distribution system encompasses approximately 7.3 square miles. The City holds Certificate of Convenience and Necessity (CCN) number 10535 for the City's water distribution service area. The service area map for the City is provided in Appendix A while a utility profile for the City's retail users is provided in Appendix B.

In addition to supplying treated water to retail water customers, the City supplies treated water to a single wholesale purchaser. The City has contracted to sell 147 acre-feet per year (ac-ft/yr) of treated water to Westbound Water Supply Corporation (WWSC or Corporation). The Corporation holds CCN number 11831 which covers an area of approximately 500 square miles. The service area map for the Corporation is provided in Appendix A while a utility profile for the City's wholesale users is provided in Appendix C.

A. Population

The City's population in the year 2023 as determined from Region G Water Planning Group is 3,927 persons. Table 1 provides population figures for City of Cisco and the Westbound Water Supply Corporation users for the previous five years.

Table 1: Population for City of Cisco and Westbound WSC (2019-2023)

Year	Cisco Population	Westbound WSC Population
2019	4,022	2,994
2020	3,919	3,004
2021	3,922	3,012
2022	3,925	3,065
2023	3,927	3,093

Source: Region G Water Planning Group

Table 2 depicts projected population figures for Cisco users through the year 2060.

Table 2: Projected Population for City of Cisco (2030-2070)

Year	Cisco Population
2030	3,947
2040	4,027
2050	4,135
2060	4,172
2070	4,225
Source: Region G Water Planning Group	

B. Customer Data and Water Use Data

City water customers consist of a mixture of single family and multi-family residential, commercial, industrial and institutional users. City residential customers are supplied through approximately 1,486 residential connections. City commercial users are supplied through approximately 127 commercial connections with 6 industrial connections being used to deliver water to industrial users.

Table 3 summarizes the expected water use figures for the City system's retail users over the next decade.

Table 3: Projected Population and Water Demand for City of Cisco (2025-2034)

Year	Cisco Population (persons)	Cisco Demand (gallons/yr)
2025	3,817	204,797,354
2026	3,820	211,412,129
2027	3,823	218,026,904
2028	3,825	224,641,679
2029	3,828	231,256,455
2030	3,947	237,871,230
2031	3,955	238,262,251
2032	3,963	238,653,272
2033	3,971	239,044,294
2034	3,979	239,435,315
Source: Region G Water Planning Group		

C. Water Supply System

1. Water Sources

Raw surface water is supplied to the City of Cisco water treatment works from Lake Cisco. The City owns and holds surface water rights to 1,971 ac-ft/yr from Lake Cisco.

2. Water Treatment

Raw water from Lake Cisco flows by gravity from the intake structure at the lake to the water treatment plant (WTP). The plant operator controls flow of raw water from Lake Cisco through operation of the raw water inlet valve. The Cisco WTP has a finished water production capacity of 2.0 million gallons per day (mgd).

Raw water enters the plant and is dosed with chlorine dioxide and coagulating chemicals to begin the disinfection and turbidity removal process. Coagulated raw water is then flocculated, clarified, and filtered via membrane filtration to remove turbidity. The water is treated with free chlorine and chloramines for purposes of disinfection. The treated water then flows to the clearwells where pumps deliver the treated, disinfected water to the distribution system. The WTP includes storage tanks for bulk delivery of coagulant, ammonia, chlorine and caustic soda, as well as chemical metering facilities.

3. Water Distribution

The City water distribution system provides economical and compatible facilities capable of furnishing sufficient water at suitable pressures to Cisco's retail users and to the interconnection supplying Westbound Water Supply Corporation's users. The system consists of underground water mains, pumping stations, ground storage tanks, elevated storage tanks, valves, fire hydrants, and approximately 1,757 metered service connections.

After water is processed at the treatment plant, it is pumped into the distribution system and stored in ground storage tanks with a combined volume of 0.875 million gallons and an elevated storage tank with a storage volume of 0.527 million gallons. Total combined storage tank volume for treated water in the Cisco system equals 1.402 million gallons. The distribution network is laid out in a continuous looped system to circulate water and maintain constant system pressure. Pumping stations are located in the system to pump water, maintain uniform pressure and maintain storage tank levels.

Treated water from the Cisco WTP enters the wholesale purchaser's system through a single metered interconnection. Production capacity of the Corporation's system equals 0.129 mgd. Total storage capacity of the Corporation's system equals 0.373 million gallons with 0.225 million gallons being elevated storage, 24,000 gallons being pressure tank storage, and the remaining 0.124 million gallons being ground storage capacity.

D. Wastewater System

1. Wastewater Collection

The City wastewater collection system consists of a network of sewer lines, lift stations, and manholes serving Cisco users. Approximately 95% of City water users discharge to the City sewage collection system. Sewage flows by gravity, aided when necessary by lift stations, through the collection system into the wastewater treatment plant (WWTP). No wholesale customers are served by the City of Cisco sewage collection and treatment system.

2. Wastewater Treatment

The City owns and operates a wastewater treatment plant having a rated treatment capacity of 0.44 mgd and is operated under permit number TX0119814. The operator in responsible charge of the facility is employed by the City. Sewage undergoes treatment in the plant consisting of a facultative lagoon followed by two stabilization ponds. Treated sewage is not reused onsite. Treated effluent is discharged into Sandy Creek. Sewage biosolids are accumulated in the facultative lagoon.

Section III. Water Conservation Goals

The 5- and 10-year goals for total per capita water use by City of Cisco users is to maintain per capita water use at or below 106 gallons per capita per day (gpcd) by the end of 2029, and 104 gallons per capita per day (gpcd) by the end of 2034. The 5- and 10-year goals for residential per capita water use by City of Cisco users is to maintain residential per capita water use at or below 44 gpcd by the end of 2029, and at or below 42 gpcd by the end of 2034. The 5- and 10-year per capita water loss goals is to maintain per capita water loss at less than 31 gallons per capita through the year 2029, and less than 30 gallons per capita through 2034. These goals are set in accordance with Brazos G Regional Water Planning Group projections and in accordance with historic water use rates for Cisco water system users.

The 5 and 10-year goals for wholesale users supplied by the City is to maintain per capita use at 29 gpcd by the end of 2029, and 2034 with loss rates for wholesale water deliveries to the wholesale users maintained at less than 15%. These goals are set in accordance with historic water use rates by City wholesale water users.

Section IV. Schedule for Implementation

The City will adhere to the following schedule, to achieve the targets and goals for water conservation:

- A.** Meters will continue to be monitored for accuracy annually and replaced on an as-needed basis.

- B. Water audits will be conducted annually.
- C. Real water losses will be identified and corrected as budget permits. Real water losses are minimized by replacement of deteriorating water mains and appurtenances, as conducted by City staff on an on-going basis as budget permits.

Section V. Method for Tracking Implementation

The City Manager or his/her designee will submit an Annual Report to the Texas Water Development Board on the Water Conservation Plan. The report shall include the following:

- A. Public information which has been issued.
- B. Public response to the plan.
- C. Effectiveness of the Water Conservation Plan in lowering water consumption.
- D. Implementation progress and status of plan.
- E. Effectiveness of leak detection and repair programs in reducing water loss.

Section VI. Metering Devices

It is City of Cisco policy to purchase meters that meet at least the minimum standards developed by the American Water Works Association. All metering devices used to meter water diverted from the source of supply are accurate to within plus-or-minus 5% to measure and account for water diverted from the source of supply. Aged meters are systematically replaced to assure reliability of meter performance (recognized BMP).

<u>Meter Type</u>	<u>Replacement or Calibration Period</u>
Master Meters	Annually
Commercial Meters and Meters Larger than 1"	Annually or as needed
1" and Smaller	Every 8 years or as needed

The City strives to maintain water delivery rates, from production to the consumer at or above the national accepted standard of 85%. The primary tools for monitoring the water delivery rate are meter maintenance and leak detection programs.

Section VII. Universal Metering

It is City policy to individually meter all water usage, except for fire protection, including all new construction within the City's CCN coverage area (recognized BMP).

Section VIII. Measures to Determine and Control Unaccounted-For Uses of Water

It is City policy to investigate customer complaints of low pressure and possible leaks. Cisco's goal for unaccounted-for water use is 15% or less. The City's ongoing meter repair and replacement program involves meter readers checking each meter monthly for proper operation (recognized BMP). Any meter found not functioning properly is identified for replacement.

The City utilizes a record management system which records water pumped, water delivered, water sales and water losses to track water transmission, distribution, and delivery to customers. This information is used to evaluate the integrity of the water delivery system from source to end user to control and minimize unaccounted-for uses of water. The record management system utilized by City segregates water sales and users into user classes of single family and multi-family residential, commercial, industrial and wholesale users (recognized BMP).

Section IX. Leak Detection and Repair

The City practices a leak detection and repair program involving visual inspections of the system. Water Department personnel visually inspect suspected leaks and make quick and timely repairs to those leaks when detected. Leaking pipelines or pipeline sections are repaired or replaced as they are detected (recognized BMP).

Meter classification and aggressive follow-up on repair of detected leaks will aid in diminishing the amount of unaccounted-for water. The current detection program consists of the following observations and activities:

1. Leaks reported by citizens.
2. Leak detection by meter readers.
3. Continual checking and servicing of production, pumping and storage facilities.
4. Rapid response by city staff to reported problems.

Section X. Continuing Public Education and Information Program

The Education and Information Program in use (recognized BMP) by the City of Cisco to inform the public about water conservation and drought response consists of the following activities:

1. Presentations may be offered annually at local schools. These presentations cover a variety of water conservation information.
2. Water conservation presentations are offered to interested local civic groups. Content of these presentations' centers on water conservation measures as they pertain to current water supply conditions.
3. Newspaper and radio ads are placed several times throughout the year based on the areas of current need for water conservation as determined from current water supply conditions.
4. Each customer establishing a new connection and account receives water conservation information.
5. Annually the City mails out its Consumer Confidence Report to all water customers. Materials covering water conservation, as it pertains to current water supply conditions, may be included with the Consumer Confidence Report.

6. The City makes water conservation information available at no cost to the public, at the City offices. The public is made aware of the availability of this information via utility bill statements, public postings, and local media.

Section XI. Non-Promotional Water Rate Structure

The City utilizes a non-declining block rate (recognized BMP) to encourage water conservation (see Appendix D). The City periodically evaluates its water rate structure and adjusts costs and/or structure as needed to encourage water conservation.

Section XII. Plumbing Codes

The City has adopted the 2021 International Plumbing Code which is published by the International Code Council.

Section XIII. Water Conservation Retrofit Program

Title V of the Texas Health and Safety Code, Subsection E, Chapter 421 requires that Texas businesses stock and sell only plumbing fixtures which conform to water saving performance standards. This will ensure that plumbing fixtures installed during new construction and remodeling will be of the conservation-oriented type (recognized BMP).

Section XIV. Plan Enforcement and Adoption

The Plan is enforced within the Cisco service area by providing service taps only to customers complying with adopted water conservation policies, maintaining a non-declining rate structure, discontinuing service to those customers who do not pay their water bills until payment is made, and certifying new construction only after verifying it conforms to adopted ordinances and plumbing codes. (A copy of the resolution adopting this Plan has been included here in Appendix E.)

Section XV. Additional Wholesale Water Contract Requirements

It is City policy to include in every wholesale water supply contract entered into after official adoption of the Plan, including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using applicable elements in 30 TAC 288, Subchapter A (recognized BMP). If the wholesale customer intends to resell the water, then the contract between the City and the wholesale customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with 30 TAC 288, Subchapter A.

Section XVI. Coordination with Region G Planning Group

All retail customers served by the City are located within the Region G Planning Area. Cisco has provided a copy of this Plan to the Region G Planning Group. A copy of the transmittal letter to the Brazos Region G Water Planning Group is provided in Appendix F.

Section XVII. Reservoir Operation Plan

The City operates facilities at Lake Cisco according to the City's Reservoir Operation Plan (included in Appendix G).

Section XVIII. Revisions to the Water Conservation Plan

The City will review and update this Water Conservation Plan, as appropriate, based on new or updated information, such as the adoption or revision of the regional water plan. As a minimum the Plan will be updated again before May 1, 2029 and every five (5) years thereafter.

Section XIX. Severability

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

CITY OF CISCO, TEXAS DROUGHT CONTINGENCY PLAN

Section I. Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Cisco (City) hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 10 of this Plan.

Section II. Authorization

The City Manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section III. Application

The provisions of this Plan shall apply to all customers utilizing water provided by the City. The terms person and customer as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section IV. Definitions

For the purposes of this Plan, the following definitions shall apply:

- A.** Commercial and institutional water use: Water use that is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.
- B.** Customer: Any person, company, or organization using water supplied by the City.
- C.** Domestic water use: Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.
- D.** Industrial water use: The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

- E.** Non-essential water use: Water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:
1. Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan.
 2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
 3. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
 4. Use of water to wash down buildings or structures for purposes other than immediate fire protection.
 5. Flushing gutters or permitting water to run or accumulate in any gutter or street.
 6. Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools.
 7. Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.
 8. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
 9. Use of water from hydrants for construction purposes or any other purposes other than firefighting.

Section V. Measures to Inform and Educate the Public

The City will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated, and the drought response measures to be implemented in each stage. This information will be provided by means of fliers distributed with water bills (or invoices in the case of wholesale customers) and by posting information at City Hall in public view, and by public announcements placed in local newspaper and television stations.

Section VI. Measures to Inform and Educate Wholesale Users

The City will periodically provide wholesale water customers with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by a copy of the Plan, or periodically including information about the Plan with invoices for water sales.

Section VII. Procedures for Initiation and Termination

Initiation Procedures:

Initiation of each drought condition will begin upon the discovery of the existence of any of the criteria set forth in this Plan for the given drought condition. Each condition will be met with corresponding action by the City Manager or his/her designee who will affect curtailment, give notice, and publicize and implement the curtailment procedures. During any period of drought curtailment, the City Manager or his/her designee will disseminate information utilizing local media and public postings. The City Manager or his/her designee shall notify directly, or cause to be notified directly the Texas Commission on Environmental Quality (TCEQ) when mandatory restrictions are imposed.

Termination Procedures:

Termination of each drought condition will begin when that specific condition has been improved to the extent that an upgraded condition can be declared by the City Manager. This process will be employed until full service can be provided. System priority will be considered in return to upgraded condition, discontinuing restrictions to hospitals, schools, etc., in priority order. The City Manager or his/her designee will notify the public upon lifting of any stage of drought curtailment. The City Manager or his/her designee will notify the TCEQ directly, or cause the TCEQ to be notified directly within five (5) days of mandatory drought restrictions are lifted.

Section VIII. Triggering Criteria

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Public notification of the initiation or termination of drought response stages shall be by means of publication in a newspaper of general circulation, direct mail to each customer and/or signs posted in public places. Wholesale customers will be notified both by telephone and mail. The City Manager will notify the TCEQ in writing within five (5) days of entering or rescinding of any mandatory water restrictions defined below.

The triggering criteria described below are based on the estimated yield of Lake Cisco and past experience during drought periods. The City owns and operates Lake Cisco and a water scalping operation for transfer of water from Battle Creek to Lake Cisco. Triggering criteria will be initiated and implemented by the City of Cisco.

A. Stage 1 - Drought Watch

Requirements for initiation:

1. Water storage in Lake Cisco is equal to or less than 40% of its active water supply capacity as determined by the City Public Works Department.

2. Reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the amount of water supply in storage could be reduced during the next 12-month period to 30% or less of its total active water supply capacity.

Requirements for termination:

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. The City will notify its retail and wholesale customers and TCEQ of the termination of Stage 1 in the same manner as the notification of the implementation of Stage 1 of the Plan.

B. Stage 2 - Drought Warning

Requirements for initiation:

1. Water storage in Lake Cisco is equal to or less than 30% of its active water supply capacity as determined by the City Public Works Department.
2. When reasonable estimates of current annual demands coupled with inflows and evaporation representative of the drought of record, indicate that the amount of water-supply in storage could be reduced during the next succeeding 12-month period to 25% or less of its total active water supply capacity.
3. The City Manager will pursue utilization of alternative water sources with prior approval of TCEQ as appropriate during Stage 2 conditions when deemed necessary.

Requirements for termination:

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative. The City will notify its retail and wholesale customers and TCEQ of the termination of Stage 2 in the same manner as the notification of Stage 1 of the Plan.

C. Stage 3 - Drought Emergency

Requirements for initiation

1. Water storage in Lake Cisco is equal to or less than 25% of its active water supply capacity or when the remaining capacity is less than one year's estimated demand as determined by the City Public Works Department.
2. The City Manager will pursue utilization of alternative water sources with prior approval of TCEQ as appropriate during Stage 3 conditions when deemed necessary.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative. The City will notify its retail and wholesale customers and TCEQ of the termination of Stage 3 in the same manner as the notification of Stage 1 of the Plan.

Section IX. Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions and, in accordance with the triggering criteria set forth in Section VIII of the Plan, shall determine that a Stage 1, 2 or 3 condition exists and shall implement the following actions upon publication of notice in a newspaper of general circulation:

A. Stage 1 – Drought Watch

Target Water Use:

The goal for water use reduction under this drought stage is to limit total treated water use by all system users to less than 2.0 million gallons per day (MGD) measured at the discharge of treated water from the City's potable water treatment plant.

Demand Management Measures for Retail Customers:

Stage 1 curtailment shall be initiated upon existence of mild drought conditions. The City Manager and/or his staff shall:

1. The City Manager, or his/her designee, will contact wholesale water customers to discuss water supply and/or demand conditions and will request that wholesale water customers initiate voluntary measures to reduce water use (e.g., implement Stage 1 of the customer's drought contingency plan).
2. The City Manager, or his/her designee, will provide a weekly report to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

Demand Management Measures for Wholesale Customers:

Stage 1 curtailment shall be initiated upon existence of mild drought conditions. The City Manager and/or his staff shall:

1. Inform public by mail and through the news media that a trigger condition has been reached and that water users should look for ways to reduce water consumption voluntarily.

2. Advise public of the trigger condition situation weekly.
3. Request water users to insulate pipes rather than allowing water to flow to keep pipe from freezing.

B. Stage 2 – Drought Warning

Target Water Use:

The goal for water use reduction under this drought stage is to limit total treated water use by all system users to less than 1.75 MGD measured at the discharge of treated water from the City's potable water treatment plant.

Demand Management Measures for Retail Customers:

Stage 2 curtailment shall be initiated by the City Manager on his identifying moderate drought conditions. The City Manager and/or his staff shall:

1. Continue implementation of all relevant actions in preceding phase.
2. Car washing, window washing, and pavement washing shall be prohibited except when a bucket is used.
3. A mandatory lawn watering schedule shall be implemented, so that customers will be required to limit outside watering to alternate days based on residents address as determined by City and not exceed once a week. A schedule will be published in all area newspapers and broadcast on local radio and television. Watering shall be limited to the hours of 6-10 am and 8-10 pm.
4. Shrubs and newly established lawns may be watered with a hand- held hose with a sprayer limiting nozzle discharge to 2.0 gpm.
5. The following public water uses, not essential for public health or safety, are prohibited:
 - a. Street washing
 - b. Water hydrant flushing
 - c. Filling pools
 - d. Golf course watering
6. City shall begin investigating alternative sources of water supply.

Demand Management Measures for Wholesale Customers:

1. The City Manager, or his/her designee, will contact wholesale water customers to discuss water supply and/or demand conditions and will request that wholesale water customers initiate mandatory curtailment in their systems.

2. The City Manager, or his/her designee, will provide a weekly report to news media with information regarding current water supply and/or demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.
3. The City Manager will notify retail water users through local media outlets, wholesale customers via phone and written correspondence, and TCEQ via phone and written correspondence within five working days of rescinding Stage 2 restrictions.

C. Stage 3 – Drought Emergency

Target Water Use:

The goal for water use reduction under this drought stage is to limit total treated water use by all system users to less than 1.5 MGD measured at the discharge of treated water from the City's potable water treatment plant.

Demand Management Measures for Retail Customers:

Stage 3 curtailment shall be initiated upon the existence of severe drought or emergency conditions. The City Manager and/or his staff shall:

1. Prohibit all outdoor water use.
2. Implement a user surcharge of \$4.00 per 1,000 gallons for consumption over the following limits:

Single-family dwellings	10,000 gallons/month
Multi-family dwellings	8,000 gallons/month
Trailer Parks	5,000 gallons/month

Commercial and Industrial Users by meter size:

Meter Size	
5/8 inch	10,000 gallons/month
1 inch	20,000 gallons/month
2 inches	40,000 gallons/month

3. City will continue investigating alternative water supplies and possible emergency supply sources.

Demand Management Measures for Wholesale Customers:

1. The City Manager, or his/her designee, will contact wholesale water customers to discuss water supply and/or demand conditions and will request that wholesale water customers initiate additional mandatory measures to reduce non-essential water use (e.g., implement Stage 3 of the customer's drought contingency plan).

2. The City Manager, or his/her designee, will initiate a surcharge of 15% per thousand gallons if wholesale use exceeds 10,000 gallons per connection for any wholesale customer.
3. The City Manager, or his/her designee, will provide a weekly report to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

Section X. Pro Rata Water Allocation

In the event that the triggering criteria specified in Section VIII of the Plan for Stage 2 – Drought Warning Conditions have been met, the City Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code Section 11.039 and according to the following water allocation policies and procedures:

- A. A wholesale customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by resolution of the Council based on the City Manager's assessment of the severity of the water shortage condition and the need to curtail water diversions and/or deliveries and may be adjusted periodically by resolution of the Council as conditions warrant. Once pro rata allocation is in effect, water diversions by or deliveries to each wholesale customer shall be limited to the allocation established for each month.
- B. A monthly water usage allocation shall be established by the City Manager, or his/her designee, for each wholesale customer. The wholesale customer's water usage baseline will be computed on the average water usage by month for the most recent 36-month period as shown in the example given below. If the wholesale water customer's billing history is less than three years, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists.

	2016	2017	2018	Avg.	Allocation Percentage
Jan	4.187	4.021	4.332	4.180	75%
Feb	4.520	3.291	3.868	3.893	75%
Mar	4.870	4.154	4.433	4.486	75%
Apr	4.740	4.004	5.422	4.722	75%
May	6.812	4.866	7.551	6.410	75%
Jun	6.477	8.500	8.257	7.745	75%
Jul	7.668	9.877	9.090	8.878	75%
Aug	5.977	6.565	8.795	7.112	75%
Sep	4.975	6.325	8.831	6.710	75%
Oct	4.358	5.002	6.888	5.416	75%
Nov	3.960	4.407	5.257	4.541	75%
Dec	4.658	4.509	4.765	4.644	75%

*UNITS IN MILLION GALLONS PER MONTH

- C. The City Manager shall provide notice, by certified mail, to each wholesale customer informing them of their monthly water usage allocations and shall notify the news media and the executive director of the TCEQ upon initiation of pro rata water allocation.
- D. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the wholesale customer's normal water usage; (2) the customer agrees to transfer part of its allocation to another wholesale customer; or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Council of the City of Cisco.

Section XI. Means of Adoption, Implementation and Enforcement

Adoption of this Plan will enable the City Manager to implement and carry out enforcement of enacted ordinances and resolutions to make the Plan effective and workable. During any stage of drought or during emergencies, all city employees shall have instruction to monitor water use by the public in order to observe that the policies of the given stage of drought are being practiced. Those customers observed to be in violation shall be reported to the City Manager, who along with designated members of their staff shall issue citations for each reported violation. In addition, residents who observe violations may also report said violations to the City Manager. This method of enforcement shall be publicized via the education program of this Plan.

Enforcement

- 1. No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by City Manager, or his/her designee, in accordance with

provisions of this Plan.

2. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than twenty-five dollars (\$25) and not more than seventy-five dollars (\$75). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at fifty-dollars (\$50) and any other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the District Court.
3. Any person, including a person classified as a water customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttal presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
4. Any employee of the City, police officer, or other City employee designated by the City Manager, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in Municipal Court before all other cases.

Section XII. Variances

The City Manager, or his/her designee, may, in writing, grant a temporary variance to the pro rata water allocation policies provided by this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety and if one or more of the following conditions are met:

1. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
2. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the City Manager within five (5) days after prorata allocation has been invoked. All petitions for variances shall be reviewed by the City Council, and shall include the following:

1. Name and address of the petitioner(s).
2. Detailed statement with supporting data and information as to how the pro rata allocation of water under the policies and procedures established in the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
3. Description of the relief requested.
4. Period of time for which the variance is sought.
5. Alternative measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
6. Other pertinent information.

Variances granted by the City Council shall be subject to the following conditions, unless waived or modified by the City Council or its designee:

1. Variances granted shall include a timetable for compliance.
2. Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section XIII. Wholesale Contract Provisions

Every wholesale water purchase contract entered into or renewed after adoption of this Plan, including contract extensions, shall include the provision that in case of water shortage resulting from drought, the water to be distributed shall be divided in a pro rata fashion among all water users in accordance with Texas Water Code §11.039.

Section XIV. Coordination with Region G Planning Group

The water service area of the City is located within the Region G Water Planning Group planning area. The City has provided a copy of the Plan to the Region G Water Planning Group (Appendix F).

Section XV. Modification, Deletion and Amendment

Modification to this Plan in any form shall be presented for public discussion and approved by the City Council in accordance with all State and local laws. The City will review and update this Drought Contingency Plan, as appropriate. As a minimum the Plan will be updated again before May 1, 2029 and every five (5) years thereafter.

Section XVI. Reporting Requirement

Under the conditions of this Plan the City Manager shall be responsible for preparing the annual report seen and described in Texas Water Development Board's form RWS-1966 (Water Conservation Plan Annual Report for Retail Water Supplier).

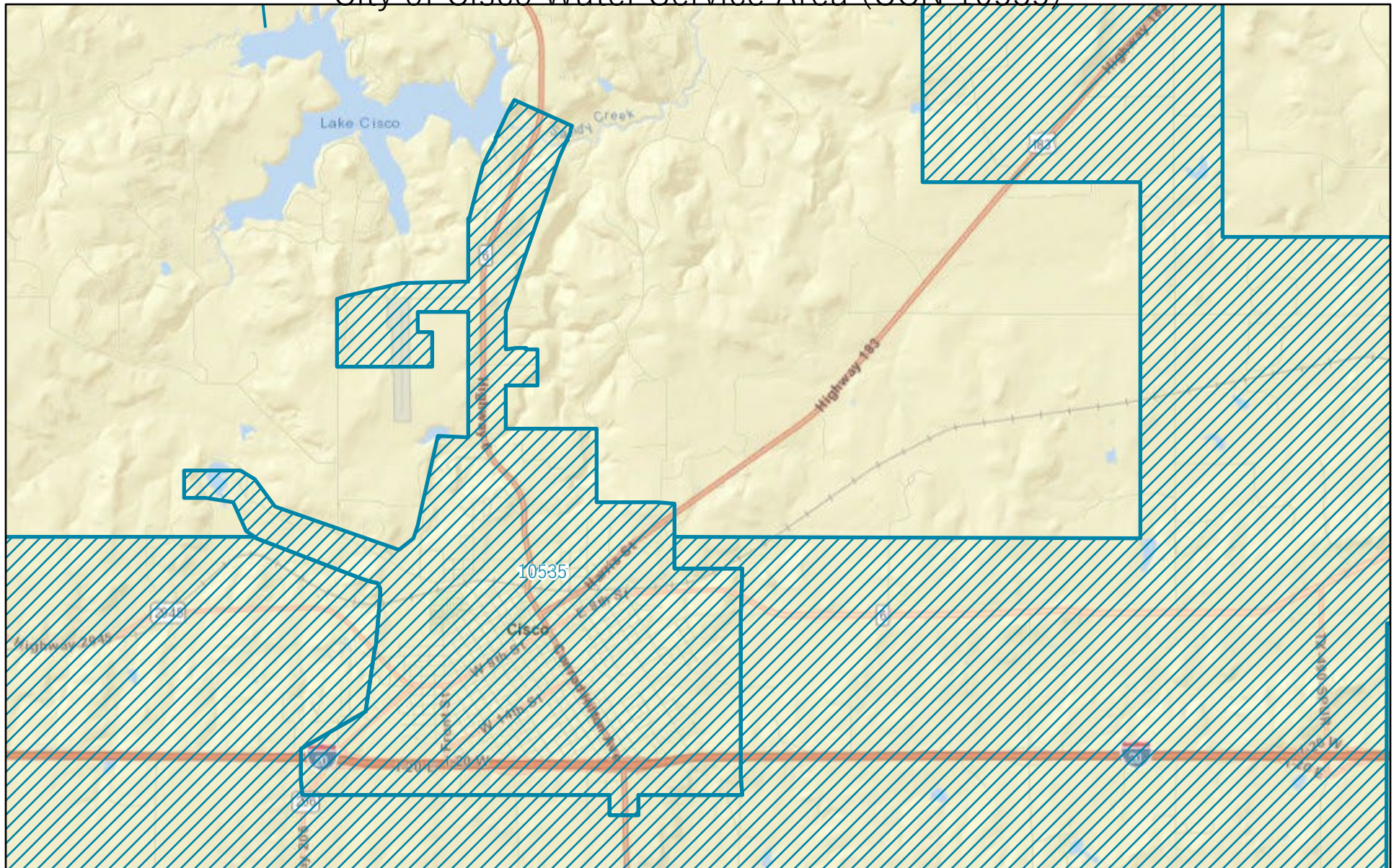
Section XVII. Severability

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

Appendix A

Service Area Map

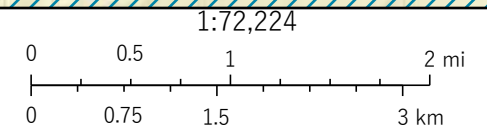
City of Cisco Water Service Area (CCN 10535)



April 3, 2019

— Water CCN Facility
Lines

 Water CCN Service Areas



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Appendix B

Utility Profile for Retail Water Supplier

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility:	CITY OF CISCO		
Public Water Supply Identification Number (PWS ID):	TX0670001		
Certificate of Convenience and Necessity (CCN) Number:	10535		
Surface Water Right ID Number:	4211-A, 4212		
Wastewater ID Number:	20167		
Contact:	First Name:	Chad	Last Name:
	Title:	Water Utilities Manager	
Address:	500 Conrad Hilton	City:	Cisco
		State:	TX
Zip Code:	76437	Zip+4:	
		Email:	ciscowasteandwater@yahoo.com
Telephone Number:	2544422111	Date:	5/7/2024
Is this person the designated Conservation Coordinator?		☒ Yes	☐ No

Regional Water Planning Group:	G
Groundwater Conservation District:	

Our records indicate that you:

- ☒ Received financial assistance of \$500,000 or more from TWDB
- ☐ Have 3,300 or more retail connections
- ☒ Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles: 7

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2023	3,927	3,093	3,850
2022	3,925	2,532	3,850
2021	3,841	1,614	3,802
2020	3,803	2,832	3,765
2019	3,803	2,832	3,765

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	3,947	3,100	3,907
2040	4,027	3,125	3,986
2050	4,135	3,150	4,094
2060	4,172	3,175	4,130
2070	4,225	3,200	4,183

4. Described source(s)/method(s) for estimating current and projected populations.

2026 Regional Water Projections

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2023	215,519,000	0	40,898,000	174,621,000	122
2022	205,418,500	0	42,417,000	163,001,500	114
2021	195,318,000	0	43,936,000	151,382,000	108
2020	186,360,000	0	31,761,000	154,599,000	111
2019	150,388,000	0	25,709,000	124,679,000	90
Historic Average	190,600,700	0	36,944,200	153,656,500	109

C. Water Supply System

1. Designed daily capacity of system in gallons

2,000,000
2. Storage Capacity
 - 2a. Elevated storage in gallons:

527,000
 - 2b. Ground storage in gallons:

875,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2025	3,933	204,797,354
2026	3,936	211,412,129
2027	3,939	218,026,904
2028	3,941	224,641,679
2029	3,944	231,256,455
2030	3,947	237,871,230
2031	3,955	238,262,251
2032	3,963	238,653,272
2033	3,971	239,044,294
2034	3,979	239,435,315

2. Description of source data and how projected water demands were determined.

2026 Regional Water Plan and consideration given to 5 year historic water use.

E. High Volume Customers

1. The annual water use for the five highest volume
RETAIL customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
Westbound WSC	Residential	40,898,000	Treated
Pro Frac	Industrial	781,700	Treated
RAM Industries	Industrial	549,700	Treated
Viking Vessels	Industrial	27,600	Treated

2. The annual water use for the five highest volume
WHOLESALE customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
----------	--------------------	------------------	----------------

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

F. Utility Data Comment Section

Additional comments about utility data.

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	1,486	87.41 %
Residential - Multi-Family	16	0.94 %
Industrial	6	0.35 %
Commercial	127	7.47 %
Institutional	65	3.82 %
Agricultural	0	0.00 %
Total	1,700	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	12	1	1	18	10	0	42
2022	9	1	0	12	10	0	32
2021	0	0	0	9	0	0	9
2020	0	0	1	11	0	0	12
2019	6	0	0	6	0	0	12

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	57,129,865	5,759,700	1,359,000	8,699,615	13,857,800	0	86,805,980
2022	57,299,280	6,417,900	1,721,050	9,375,688	14,067,100	0	88,881,018
2021	57,468,693	7,076,100	2,083,100	10,051,760	14,276,400	0	90,956,053
2020	58,738,197	6,392,950	2,076,650	9,836,980	14,908,750	0	91,953,527
2019	60,007,700	5,709,800	2,070,200	9,622,200	15,541,100	0	92,951,000

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2023	44
2022	45
2021	46
2020	47
2019	47
Historic Average	46

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	6,076,286	5,865,737	6,002,685	6,068,519	6,134,378
February	5,016,984	9,926,913	10,158,635	10,270,007	10,381,236
March	4,633,540	4,472,984	4,577,415	4,627,618	4,677,839
April	5,741,981	5,543,016	5,672,430	5,734,642	5,796,877
May	6,317,549	6,098,640	6,241,026	6,309,474	6,377,948
June	7,161,365	6,913,217	7,074,622	7,152,212	7,229,832
July	11,284,185	10,893,178	11,147,503	11,269,763	11,392,068
August	11,556,059	11,155,631	11,416,084	11,541,289	11,666,541
September	9,966,704	9,621,348	9,845,979	9,953,965	10,061,990
October	7,970,141	7,693,968	7,873,600	7,959,954	8,046,339
November	5,814,076	5,612,615	5,743,654	5,806,647	5,869,664
December	5,267,110	5,083,771	5,202,420	5,259,437	5,316,288
Total	86,805,980	88,881,018	90,956,053	91,953,527	92,951,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2023	2022	2021	2020	2019
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2023	30,001,609	86,805,980
2022	28,962,026	88,881,018
2021	29,638,209	90,956,053
2020	29,963,264	91,953,527
2019	30,288,441	92,951,000
Average in Gallons	29,770,709.80	90,309,515.60

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2023	53,535,937	37	25.00 %
2022	50,231,366	36	24.00 %
2021	46,926,795	34	24.00 %
2020	43,329,791	32	23.00 %
2019	12,213,371	9	8.00 %
Average	41,247,452	30	20.80 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2023	237,824	326104	1.3712
2022	243,509	314804	1.2928
2021	249,194	322154	1.2928
2020	251,927	325687	1.2928
2019	254,660	329222	1.2928

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	58,128,747	87.41 %	64.37 %
Residential - Multi-Family	6,271,290	0.94 %	6.94 %
Industrial	1,862,000	0.35 %	2.06 %
Commercial	9,517,248	7.47 %	10.54 %
Institutional	14,530,230	3.82 %	16.09 %
Agricultural	0	0.00 %	0.00 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: 400,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	1,502	0	1,502	88.35 %
Industrial	6	0	6	0.35 %
Commercial	127	0	127	7.47 %
Institutional	65	0	65	3.82 %
Agricultural	0	0	0	0.00 %
Total	1,700	0	1,700	100.00 %

3. Percentage of water serviced by the wastewater system: 95.00 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	8,463,323	8,066,682	7,670,040	7,318,264	5,905,662
February	6,987,880	6,660,386	6,332,893	6,042,443	4,876,105
March	6,453,803	6,151,339	5,848,876	5,580,625	4,503,429
April	7,997,689	7,622,870	7,248,051	6,915,628	5,580,744
May	8,799,365	8,386,975	7,974,584	7,608,841	6,140,150
June	9,974,671	9,507,199	9,039,727	8,625,131	6,960,272
July	15,717,120	14,980,522	14,243,925	13,590,646	10,967,322
August	16,095,798	15,341,453	14,587,109	13,918,090	11,231,561
September	13,882,072	13,231,476	12,580,879	12,003,874	9,686,835
October	11,101,169	10,580,903	10,060,636	9,599,218	7,746,336
November	8,098,109	7,718,584	7,339,058	7,002,462	5,650,817
December	7,336,264	6,992,443	6,648,622	6,343,692	5,119,206
Total	120,907,263	115,240,832	109,574,400	104,548,914	84,368,439

5. Could treated wastewater be substituted for potable water?



Yes



No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	0
Agricultural	
Discharge to surface water	0
Evaporation Pond	0
Other	
Total	0

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

--

Appendix C

Water Conservation Goals for Retail Water Supplier

WATER CONSERVATION GOALS FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility:				CITY OF CISCO			
Public Water Supply Identification Number (PWS ID):				TX0670001			
Certificate of Convenience and Necessity (CCN) Number:				10535			
Surface Water Right ID Number:				4211-A, 4212			
Wastewater ID Number:				20167			
Contact:		First Name:	Darwin	Last Name:	Archer		
		Title:	City Manager				
Address:		500 Conrad Hilton		City:	Cisco	State:	TX
Zip Code:		76437	Zip+4:	Email: citymanager@cityofcisco.com			
Telephone Number:		2544422111		Date:	5/3/2024		

Is this person the designated Conservation Coordinator? ☒ Yes ☐ No

Regional Water Planning Group: G

Groundwater Conservation District:

Our records indicate that you:

- ☒ Received financial assistance of \$500,000 or more from TWDB
- ☐ Have 3,300 or more retail connections
- ☒ Have a surface water right with TCEQ

WATER CONSERVATION GOALS FOR RETAIL WATER SUPPLIER

	Historic 5 Year Average	Baseline	5-Year Goal for Year 2029	10-Year Goal for Year 2034
Water Loss (GPCD)	108	108	106	104
Residential GPCD	46	46	44	42
Water Loss (GPCD)	32	32	31	30
Water Loss Percentage	30.00%	30.00%	29.00%	29.00%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

Attached file(s):

File Name	File Description
City of Cisco PWS 0670001 WCP DCP with Appendix (Draft - May 03 2024).pdf	Cisco WCP DCP (Draft 05032024)

Appendix D

City of Cisco Water Rate Structure

Water Rates

Gallons		Rates		Measure
0-2000 Gallons		32.41		Per 1000 gallons
2001-4000 Gallons		4.05		Per 1000 gallons
4001-6000 Gallons		4.34		Per 1000 gallons
6001-8000 Gallons		4.63		Per 1000 gallons
8001-10000 Gallons		4.92		Per 1000 gallons
10001-12000 Gallons		5.21		Per 1000 gallons
12001 and over		5.50		Per 1000 gallons

Customers **outside of city limits** will be charged an additional fee of: \$22.00 for water service and \$5.50 for wastewater service.

Wastewater Rates

Gallons		Rates		Measure
<u>Residential Use</u>				
0-4000 Gallons		26.05		
0-4000 Gallons (disabled/over 65)		23.91		
4001-12000 Gallons		1.15		Per 1000 gallons
<u>Commercial Use (including Public Schools)</u>				
0-4000 Gallons		28.36		
4000 and over		1.15		Per 1000 gallons

A late fee of \$25.00 will be assessed on all accounts with an outstanding balance as of **5:00 p.m. on the 15th day of each month**. If the 15th of the month falls on a weekend, holiday, or day the city is not open for business, then the penalty deadline will default until 5:00 p.m. on the next business day.

Appendix E

Copy of Resolution Adopting the Water Conservation and Drought Contingency Plan

RESOLUTION NO. 2024-05-28-01

A RESOLUTION OF THE CITY COUNCIL ADOPTING A WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN FOR THE CITY OF CISCO.

WHEREAS, the members of the Cisco City Council recognize that the amount of water available to the City of Cisco and its water utility customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the members of the Cisco City Council recognize that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all affected public water supply systems in Texas to prepare a water conservation and drought contingency plan; and

WHEREAS, as authorized under law, and in the best interests of the customers of the City of Cisco, the Cisco City Council deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies;

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

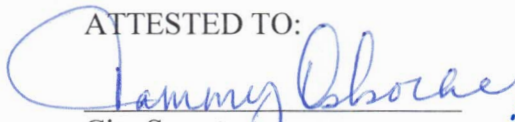
SECTION 1. That the Water Conservation and Drought Contingency Plan attached hereto as Exhibit A and made part hereof for all purposes be adopted as the official policy of the City of Cisco.

SECTION 2. That the Mayor is hereby directed to implement, administer, and enforce the Water Conservation and Drought Contingency Plan.

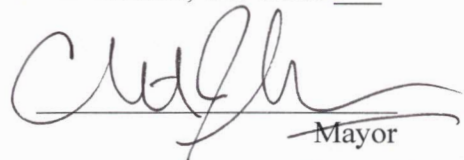
SECTION 3. That this resolution shall take effect immediately upon its passage.

DULY PASSED BY THE CITY COOUNCIL OF THE CITY OF CISCO, ON THIS 28th day of May, 2024.

ATTESTED TO:


City Secretary




Mayor

Christopher Johnson,
Mayor Pro Tem

Appendix F

Coordination with Region G Water Planning Group



June 7, 2024

Brazos River Authority
P.O. Box 7555
Waco, TX 76714

Re: City of Cisco
Water Conservation and Drought and Contingency Plans

Enclosed please find a copy of the Water Conservation and Drought Contingency Plans for the City of Cisco (City) as adopted by the City in May 2024.

Should you have any questions, please contact me at 254-442-2111.

Sincerely,

City of Cisco
cc: TWDB, P.O. Box 13231, Austin, TX 78711-3231
TCEQ Resource Protection Team, P.O. Box 13087 (MC-160), Austin, TX 78711-3087

Appendix G

Reservoir Operation Plan

LAKE CISCO RESERVOIR OPERATIONS PLAN

The City of Cisco owns, operates, and maintains Lake Cisco for the purpose of providing treated water for public use by the City of Cisco and Cisco's wholesale customers. The reservoir is operated with the intent of optimizing both quality and quantity of water stored in and drawn from the reservoir.

Lake Cisco has a capacity of 29,003 acre-feet when full. The treatment plant draws raw water from Lake Cisco to the plant by way of the intake structure supplying the water treatment plant. The raw water delivery system includes a raw water flow control valve that serves to modulate the flow rate of raw water to the water treatment plant.

City of Cisco Water Department personnel determine the proper gate to draw from based on water level in the lake and water quality conditions at the inlet levels. The City's treatment staff select the desired intake levels so as to optimize source water quality. Parameters measured by Water Department personnel to optimize raw water quality include turbidity, pH, alkalinity, TOC, temperature, taste, and odor.

To facilitate watershed protection Cisco Water Department personnel inspect the lake and watershed on a regular basis. By protecting the watershed the City makes an effort towards maximizing the quality and quantity of water available from the lake.



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

Meeting Date: 10/13/25
Department: Administration
Requested By: Sarah Adams, City Manager
Presented By: Pat Chesser, City Attorney

Agenda Item:

Consider and Discuss a site Lease Agreement and Right of Way Agreement with Vero Fiber Networks, LLC.— Pat Chesser (Executive Session: 551.071 Consultation with Attorney & 551.072 Deliberation Regarding Real Property)

Narrative:

Vero Broadband, a fiber home internet service provider, has requested that the city potentially lease them a site for their equipment and a right of way permit to provide services within the city.

The Council will enter into Executive Session to consult with the City Attorney regarding the proposed agreements.

Impacts (Citizen, Services, Financial, Personnel):

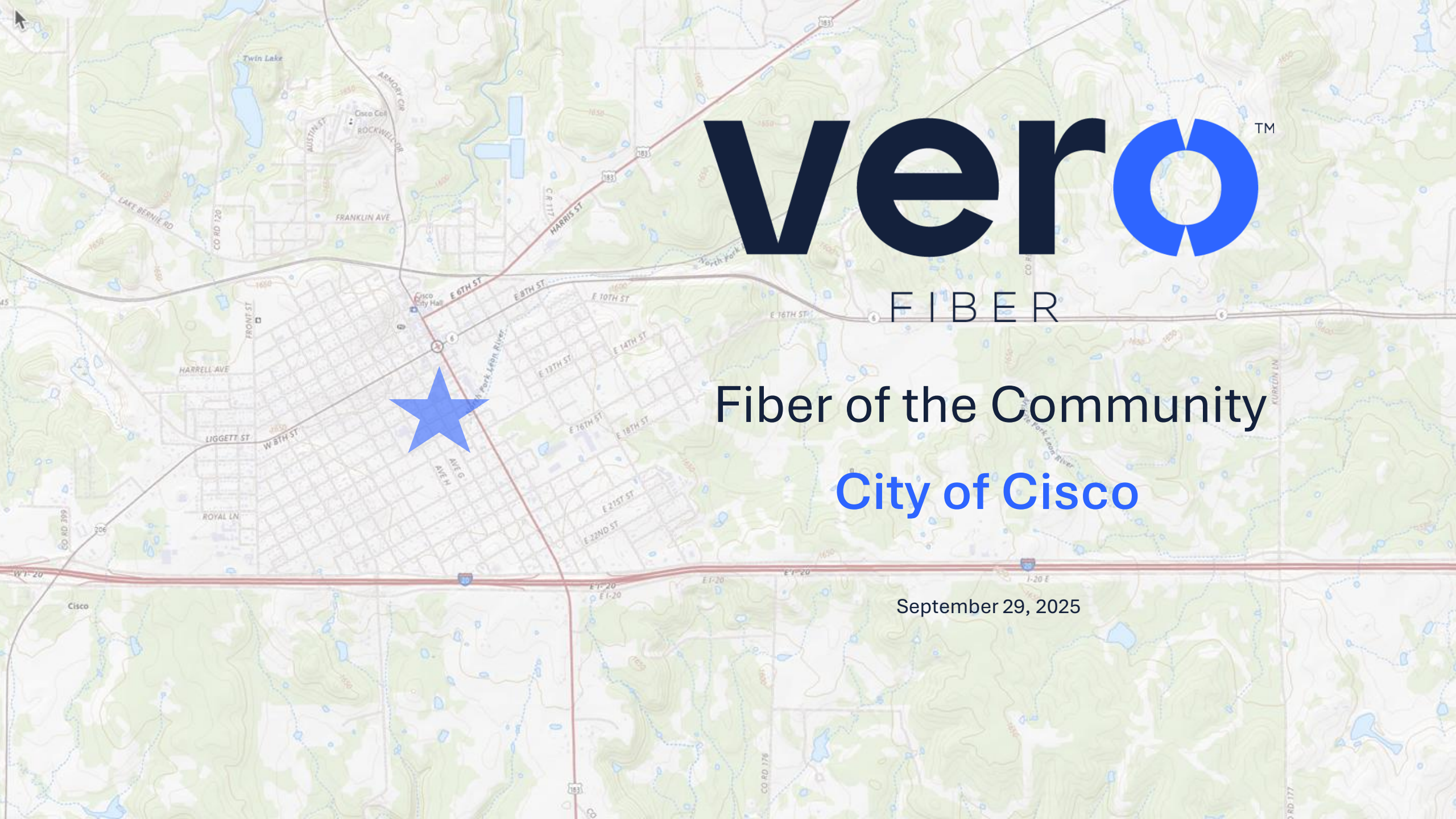
Legal Review: ☒ Y/N or ☐ N/A

Mr. Chesser prepared the Site Lease Agreement and the Right of Way Agreement

Exhibits:

Communications Site Lease Agreement

Right-Of-Way Agreement

A topographic map of the Cisco, Colorado area, showing streets, terrain, and landmarks. A blue star is placed in the center of the town grid. The map includes labels for various streets such as Front St, Liggett St, W 8th St, and E 6th St through E 22nd St. It also shows the North Fork Lead River and Interstate 70.

veroTM

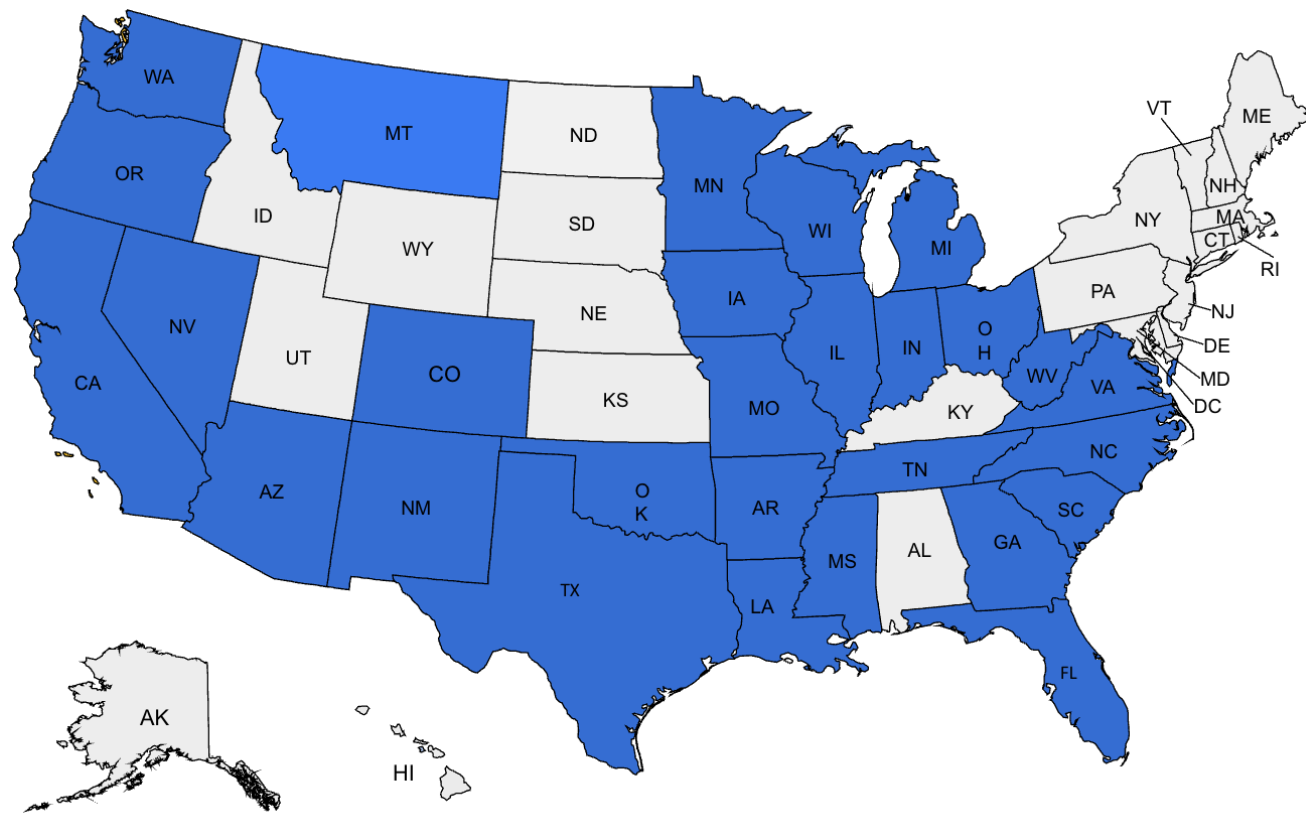
FIBER

Fiber of the Community

City of Cisco

September 29, 2025

Vero's Footprint & History



2017

Vero is founded by a group of veteran telecom executives with an intent to deliver reliable fiber internet to school districts.

2019

Vero expands fiber services to include major cellular carriers and hyper-scale customers across the US.

2021

Vero launches "Fiber to the Home" initiative, further expanding service offerings. Acquires established Colorado based service provider with fiber assets.

2022

Vero doubles homes passed with fiber via network expansion efforts, successful new market launches and additional service provider acquisitions.

2023

Vero emerges as the market leading Fiber to the Home provider in Colorado, begins expansion into Texas and California.

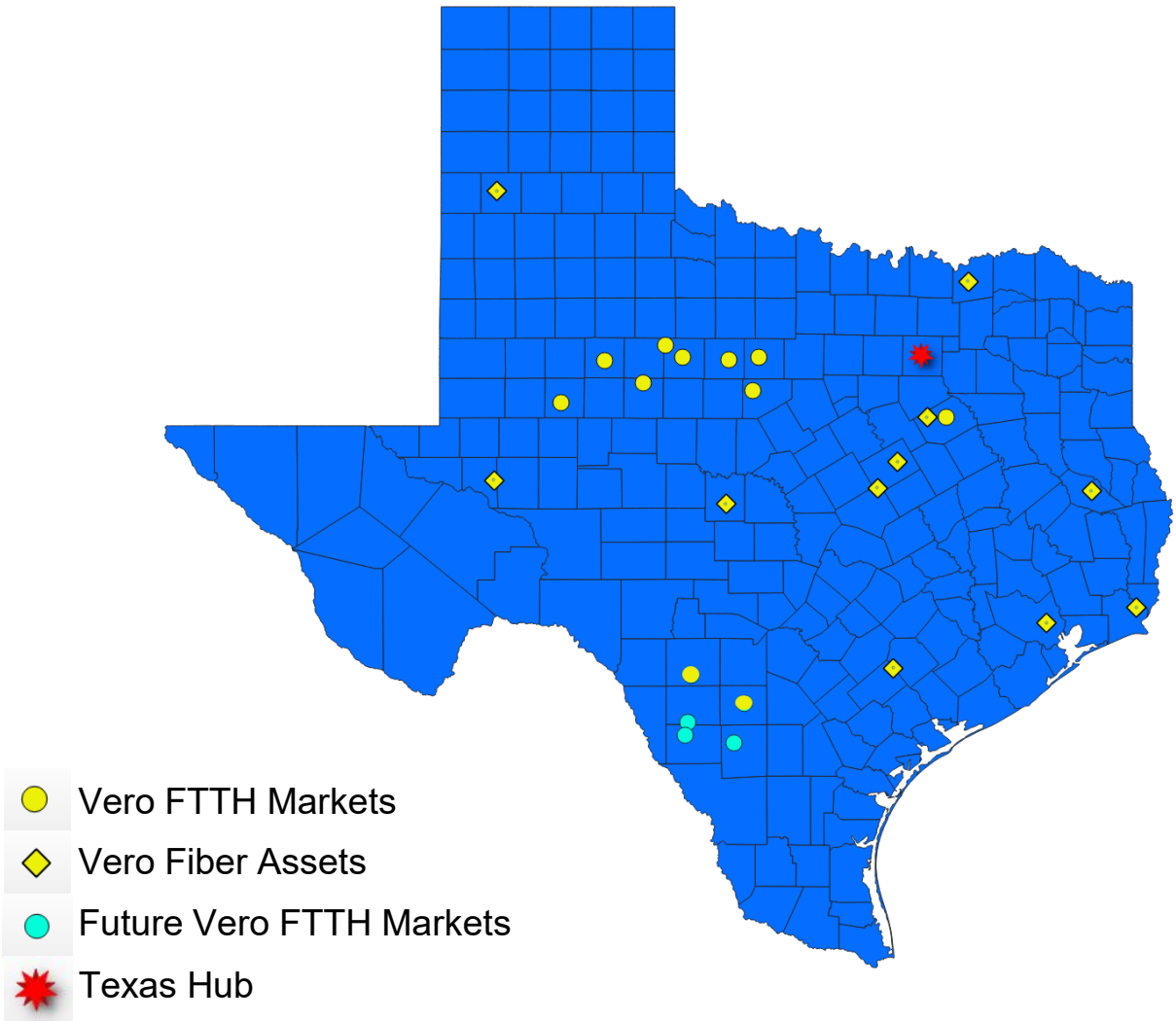
2024

Vero FTTH service activations continue in Colorado and begin in Big Spring, TX; Sweetwater, TX; and Eureka, CA. Construction begins in several new Texas markets.

2025+

Vero acquires established service providers in Iowa and Montana and Iowa with existing fiber assets. Expansion begins in Arcata, CA, while the Texas footprint continues to grow rapidly.

Vero's Fiber Footprint - Texas



Current FTTH Markets:

Big Spring
Sweetwater
Corsicana

FTTH Construction Underway in:

Snyder
Breckenridge
Hamlin
Anson
Uvalde
Pearsall

FTTH Design Underway in:

Albany
Cisco
Cotulla
Crystal City
Carrizo Springs

How Fiber Benefits the Community

Drives Economic Growth

- Attracts new businesses, supports remote work, and increases property values with modern infrastructure.

Enables Digital Equity

- Provides fast, reliable internet access to all residents, helping close the digital divide.

Supports Education & Telehealth

- Enhances access to online learning and remote healthcare services with consistent, high-speed connectivity.

Encourages Smart Community Development

- Lays the foundation for future smart city applications, including connected utilities, traffic systems, and public safety.

Reduces Reliance on Legacy Services

- Offers a stable connection for streaming and digital communication, empowering residents to cut the cord on traditional cable.



Fiber to the Home

What makes Fiber better than traditional copper services, satellite, and fixed wireless?



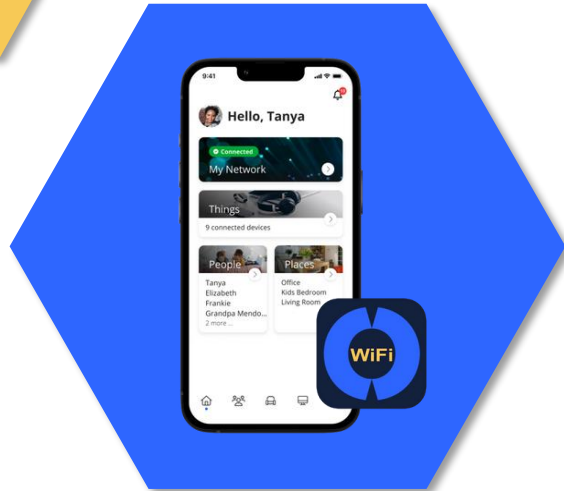
		Cable	DSL	Satellite	Fixed Wireless
Transmission Material	Fiber-optic glass (light)	Coaxial cable (electric)	Copper phone lines (electric)	Radio waves from space	Radio signals through air
Reliability	Highly Reliable (immune to EMI, light signals retain strength over distance)	Moderately Reliable (Susceptible to EMI, signal degradation)	Low (Susceptible to EMI, signal degradation, aging copper lines)	Moderate (Affected by weather conditions)	Moderate (Affected by weather conditions and signal interference)
Durability / Maintenance	Extremely Durable (resistant to weather, wear, and interference)	Moderately Durable (Aging cable networks can degrade over time)	High Maintenance (Prone to corrosion / degrading copper lines)	Low Durability (susceptible to weather conditions / repositioning of dish or antenna)	Low Durability (susceptible to weather conditions and physical obstructions)
Bandwidth Capacity	Extremely High (future-proof)	Moderate-High (limited due to signal degradation over distance)	Very limited (Obsolete Technology)	Limited (space-based)	Moderate (limited due to signal degradation over distance and requires line-of-sight)
Speed (Download)	Extremely Fast (up to 2.5 Gbps)	Moderate to Fast (various by location and provider)	Slow	Moderate (various by location and provider)	Moderate (various by location and provider)
Speed (Upload)	Symmetrical (same as download)	Slow	Very Slow	Very Slow	Very Slow
Data Limits	Unlimited (No caps)	Sometimes Capped	Sometimes Capped	Usually Capped	Often Capped
Installation	Direct to home (fiber end-to-end)	Uses cable TV lines	Uses existing phone jacks	Outdoor dish or antenna required	External antenna required.

Fiber to the Home

Vero provides best-in-class service for residential customers, offering convenient, reliable, high-speed internet services.



- Reliable, Gigabit Fiber speeds!
- Wi-Fi equipment included with no additional fees
- Installation by local, knowledgeable service technicians
- Service managed by Vero's US-based Technical Support
 - Ability to remotely troubleshoot device connectivity within the home.
 - Fewer truck rolls and customer calls.



Self-service network customization and management via the [Vero Wi-Fi App](#).

- Manage household profiles and set up controls.
- Run speed tests and prioritize network traffic.
- Easily set up guest networks for visitors.

Fiber to the Home

Straightforward prices, without the hidden fees.

300 Mbps	500 Mbps	1 Gbps	2.3 Gbps
Great for smooth streams and fast downloads \$49.95 /mo • Connect multiple devices at once • Stream videos in standard definition Get Started >	Great for streaming and posting on social media \$69.95 /mo • Connect 5 or more devices at once • Stream videos in standard definition Get Started >	Great for working, gaming, and studying from home \$79.95 /mo • Connect 10 or more devices at once • Stream videos in high definition Get Started >	Great for households with multiple high-speed users \$119.95 /mo • Connect unlimited devices at once • Stream videos in high definition Get Started >

THE FIBER OF THE COMMUNITY

Vero maintains a 4.9 Star average Google rating!

Best in Class
Quality of Service

vero NETWORKS



WE'VE ONLY HAD THIS FIBER OPTIC SERVICE FOR A COUPLE OF MONTHS, BUT SO FAR IT'S BEEN THE **BEST SERVICE AND SPEEDS** I'VE EVER HAD. WE CAME FROM USING SPECTRUM INTERNET BACK IN OHIO, AND THIS IS **A HUGE STEP UP.**
-CARL W., WOODLAND PARK CUSTOMER

Local, Responsive
Customer Service



vero NETWORKS



PROFESSIONAL INSTALLERS, **FAST/CLEAN INSTALL**, GREAT UPLOAD AND DOWNLOAD SPEEDS, **SWEET PRICE TOO.**"

-RICK D., LEADVILLE CUSTOMER

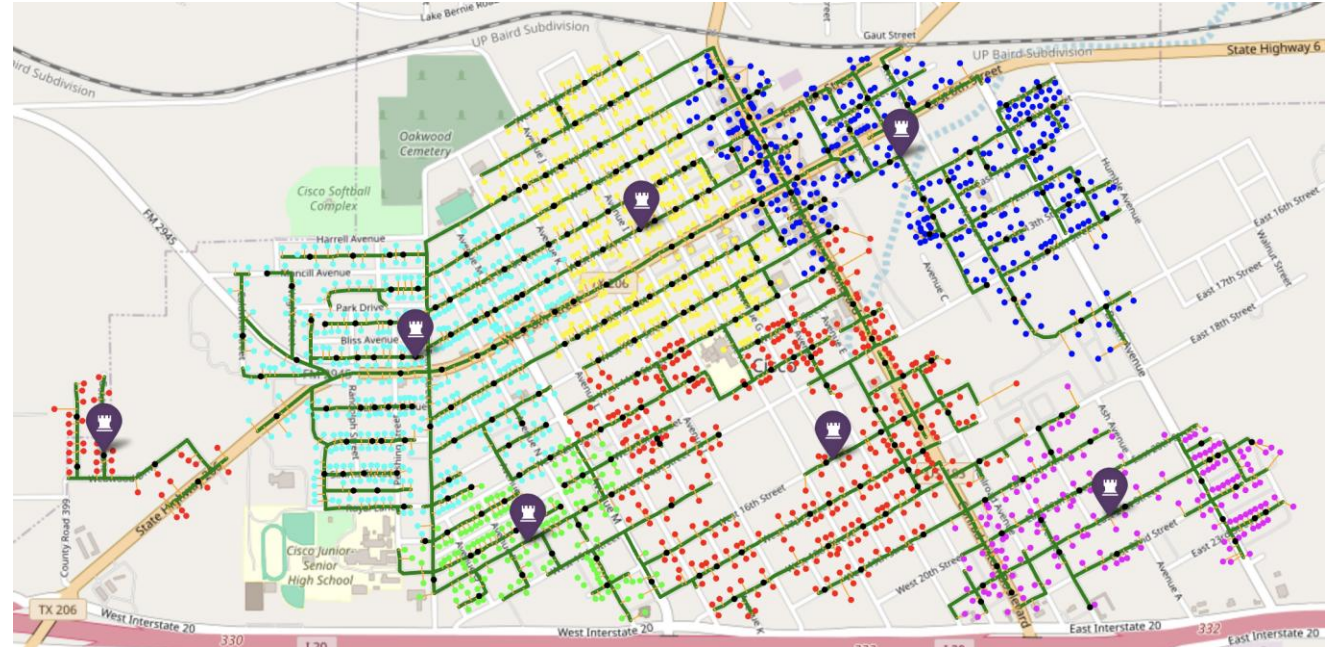
Straightforward and
Fair Pricing



Community Coverage

Approximately 2212 Households

- The community is divided up into “Zones” with about 300 homes per zone
- Roll out by Zone enables better utility coordination / scalable
- Communicate timing to municipality via weekly calls
- Communicate timing to public via website



Market Launch Process



Construction Methods

Fiber installation will involve a combination of aerial and underground construction.

Aerial Construction

Our construction teams work in the public utility easement to install fiber cables on and between utility poles. Aerial installation include the following steps:

- Site survey
- Permitting and Make-ready
- Pole hardware installation
- Strand lashing
- Fiber splicing and testing



Underground Construction

Our construction teams install conduit within public utility easements using directional drilling as opposed alternative methods like microtrenching. Directional drilling minimizes surface disruption and allows for deeper, more flexible routing around existing utilities like water, gas, sewer, and stormwater systems.

Underground installation includes the following steps:

- Site survey and utility locates (811)
- Permitting
- Conduit, Handhole, and Cable Vault placement
- Fiber splicing and testing



Construction & Safety

Vero utilizes its very own construction entity, Glass Roots Construction (GRC)
Having an in-house construction entity ensures:

- **Quality.** We employ an extensive review of permit requirements to ensure adherence to local policies and construction standards throughout the entire process.
- **Expediency.** "Self Perform" means the GRC team will be constructing the network, allowing for tighter control of schedules and prioritization, limiting chance for delays.
- **Safety.** It is our top priority, with all employees certified for OSHA 10 and trained to OSHA 30, with daily safety briefs and quarterly safety specific training.
- **Experience.** Our construction crews have decades of experience. They are familiar and comfortable working on busy streets, rugged terrain, and in neighborhoods.
- **Minimal Disruptions.** We recognize that residents and local businesses are impacted by construction work, and we aim to minimize these impacts to the best of our abilities. We always restore our work zones to the same or better-than-same conditions and train our crews to respect the land they are occupying. In addition, our equipment is new and meets the strictest noise and pollution standards.



Community Involvement

As Vero begins to construction and service activation, we will begin to get involved in many aspects of the community.

- Events:
 - Town Hall Information sessions
 - Fundraiser Sponsorships
- Partnerships:
 - Free Service for Select Non-Profit Organizations
 - School District Partnership
 - City Government Partnerships
 - Chamber of Commerce Membership

Vero's Heroes

Vero salutes people dedicated to helping the community by offering these community heroes a discounted rate for service. Qualified heroes include EMTs, Firefighters, Veterans, Nurses, Police Officers, and Teachers.



Next Steps

- Site Lease Agreement
 - This is a small area (about 300 sq. ft.) where we set up our electronics and terminate cables for our fiber distribution network. Typically, the Headend consists of a 10' x 15' concrete pad with a telecom cabinet and a backup generator.
- Establish Right of Way Agreement with City of Cisco
 - Ensures Compliance with applicable laws governing ROW use
 - Advance submission of detailed construction plans
 - Restoration of the ROW upon project completion



Thank You

For more information, please contact the Vero team:

General Inquiries:

info@verobroadband.com

970-230-VERO

Grant Chappell – Market Development Engineer

gchappell@verofiber.com

Or Visit: www.verofiber.com



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

Meeting Date: 10/13/25
Department: Administration
Requested By: Sarah Adams, City Manager
Presented By: Pat Chesser, City Attorney

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. (I)**

Meeting Date: 10/13/25
Department: Administration
Requested By: Pat Chesser, City Attorney
Presented By: Stephen Forester, Mayor

Agenda Item:

Reconvene into Open Session and Take Any Action Deemed Necessary as a Result of the Executive Sessions.

Narrative:

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

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: ☒ Y/N or ☐ N/A

Exhibits:

None



**City of Cisco
City Council Agenda Memo
Item VIII (J)**

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

Agenda Item:

Items of Community Interest

Narrative:

It is the intent of this item to provide members of the City Council and/or city staff the opportunity to make a report about items of community interest, which may include:

- ~expressions of thanks, congratulations, or condolence;
- ~information regarding holiday schedules;
- ~honorary recognition of City officials, employees, or other citizens or entities
- ~reminders of upcoming events sponsored by the City or another entity that is scheduled to be attended by a City official or City employee;
- ~announcements involving an imminent threat to the public health and safety of people in Cisco that has arisen after the posting of the agenda.

No action may be taken on a reported item of community interest, and no possible action discussed except a proposal to place the subject on the agenda for a subsequent meeting.

See Texas Government Code, Chapter 551, Open Meetings Act, Sections 551.0415 and 551.042.

Impacts (Citizen, Services, Financial, Personnel):

None

Legal Review: ☐ Y/N or ☒ N/A

Exhibits: None