



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 VI. REPORTS

Meeting Date: **ALL**
Department: **Administration**
Requested By: **Administration**
Presented By: **Various**

Agenda Item:

REPORTS:

Narrative:

Monthly and Quarterly Reports are presented for informational purposes only, including statistical data, commendations, and project updates. The Council will not take any action on the reports.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: **Y** or **N/A**

Exhibits:

Reports (various)

Racial Profiling Report | Full report

Agency Name: CISCO POLICE DEPARTMENT

Reporting Date: 1/14/2026

TCOLE Agency Number:

Chief Administrator: Chief Kenneth Preston

Agency Contact:

Phone: (254) 442-1770

Email:

Mailing Address: 504 Conrad Hilton Blvd, Cisco, TX 76437

This Agency filed a full report

CISCO POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the CISCO POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the CISCO POLICE DEPARTMENT if the individual believes that a peace officer employed by the CISCO POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the CISCO POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the CISCO POLICE DEPARTMENT;
- 6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;

- c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- d. whether the peace officer used physical force that resulted in bodily injury during the stop;
- e. the location of the stop;
- f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- a. the Commission on Law Enforcement; and
- b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The CISCO POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article 2, 133(c), Code of Criminal Procedure during the reporting period.

Executed by: Chief Kenneth Preston

Date: 1/14/2026

Racial Profiling Report | Full Report
CISCO POLICE DEPARTMENT
1/1/2025 - 12/31/2025

Total stops: 3,682 100.00%

Street address or approximate location of the stop

City street: 837 22.73%
US highway: 2,272 61.71%
State highway: 538 14.61%
County road: 1 0.03%
Private property or other: 34 0.92%

Was race or ethnicity known prior to stop?

Yes: 197 5.35%
No: 3,485 94.65%

Race or ethnicity

Alaska Native/American Indian: 5 0.14%
Asian/Pacific Islander: 67 1.82%
Black: 371 10.08%
White: 1,794 48.72%
Hispanic/Latino: 1,445 39.24%

Gender

Female:

Total	<u>821</u>	<u>22.30%</u>						
Alaska Native/American Indian	<u>1</u>	<u>0.12%</u>	Asian/Pacific Islander	<u>10</u>	<u>1.22%</u>			
Black	<u>83</u>	<u>10.11%</u>	White	<u>510</u>	<u>62.12%</u>	Hispanic/Latino	<u>217</u>	<u>26.43%</u>

Male:

Total	<u>2,858</u>	<u>77.62%</u>						
Alaska Native/American Indian	<u>4</u>	<u>0.14%</u>	Asian/Pacific Islander	<u>57</u>	<u>1.99%</u>			
Black	<u>287</u>	<u>10.04%</u>	White	<u>1,283</u>	<u>44.89%</u>	Hispanic/Latino	<u>1,227</u>	<u>42.93%</u>

Racial Profiling Report | Full Report
CISCO POLICE DEPARTMENT
1/1/2025 - 12/31/2025

Reason for stop?

Violation of law:

Total	<u>296</u>	<u>8.04%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>10</u>	<u>3.38%</u>		
Black	<u>26</u>	<u>8.78%</u>	White	<u>130</u>	<u>43.92%</u>	Hispanic/Latino	<u>130</u> <u>43.92%</u>

Preexisting knowledge:

Total	<u>42</u>	<u>1.14%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>3</u>	<u>7.14%</u>	White	<u>12</u>	<u>28.57%</u>	Hispanic/Latino	<u>27</u> <u>64.29%</u>

Moving traffic violation:

Total	<u>1,916</u>	<u>52.04%</u>					
Alaska Native/American Indian	<u>3</u>	<u>0.16%</u>	Asian/Pacific Islander	<u>42</u>	<u>2.19%</u>		
Black	<u>229</u>	<u>11.95%</u>	White	<u>1,041</u>	<u>54.33%</u>	Hispanic/Latino	<u>601</u> <u>31.37%</u>

Vehicle traffic violation:

Total	<u>1,428</u>	<u>38.78%</u>					
Alaska Native/American Indian	<u>2</u>	<u>0.14%</u>	Asian/Pacific Islander	<u>15</u>	<u>1.05%</u>		
Black	<u>113</u>	<u>7.91%</u>	White	<u>611</u>	<u>42.79%</u>	Hispanic/Latino	<u>687</u> <u>48.11%</u>

Was a search conducted?

Yes:

Total	<u>200</u>	<u>5.43%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>1</u>	<u>0.50%</u>		
Black	<u>37</u>	<u>18.50%</u>	White	<u>49</u>	<u>24.50%</u>	Hispanic/Latino	<u>113</u> <u>56.50%</u>

No:

Total	<u>3,482</u>	<u>94.57%</u>					
Alaska Native/American Indian	<u>5</u>	<u>0.14%</u>	Asian/Pacific Islander	<u>66</u>	<u>1.90%</u>		
Black	<u>334</u>	<u>9.59%</u>	White	<u>1,745</u>	<u>50.11%</u>	Hispanic/Latino	<u>1,332</u> <u>38.25%</u>

Reason for Search?

Consent:

Total	<u>4</u>	<u>0.11%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>2</u>	<u>50.00%</u>	Hispanic/Latino	<u>2</u> <u>50.00%</u>

Contraband:

Total	<u>2</u>	<u>0.05%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>2</u> <u>100.00%</u>

Racial Profiling Report | Full Report
CISCO POLICE DEPARTMENT
1/1/2025 - 12/31/2025

Probable cause:

Total	<u>79</u>	<u>2.15%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	
Black	<u>32</u>	<u>40.51%</u>	White	<u>19</u>	<u>24.05%</u>	Hispanic/Latino <u>28</u> <u>35.44%</u>

Inventory:

Total	<u>24</u>					
Alaska Native/American Indian	<u>0</u>		Asian/Pacific Islander	<u>0</u>		
Black	<u>0</u>		White	<u>1</u>		Hispanic/Latino <u>23</u>

Incident to arrest:

Total	<u>91</u>	<u>2.47%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>1</u>	<u>1.10%</u>	
Black	<u>5</u>	<u>5.49%</u>	White	<u>27</u>	<u>29.67%</u>	Hispanic/Latino <u>58</u> <u>63.74%</u>

Was Contraband discovered?

Yes:

Total	<u>73</u>	<u>1.98%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No <u>0</u> <u>0.00%</u>
Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No <u>0</u> <u>0.00%</u>
Black	<u>22</u>	<u>30.14%</u>	Yes	<u>2</u>	<u>9.09%</u>	No <u>20</u> <u>90.91%</u>
White	<u>19</u>	<u>26.03%</u>	Yes	<u>2</u>	<u>10.53%</u>	No <u>17</u> <u>89.47%</u>
Hispanic/Latino	<u>32</u>	<u>43.84%</u>	Yes	<u>7</u>	<u>21.88%</u>	No <u>25</u> <u>78.13%</u>

Did the finding result in arrest (total should equal previous column)?

No:

Total	<u>127</u>	<u>3.45%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>1</u>	<u>0.79%</u>	
Black	<u>15</u>	<u>11.81%</u>	White	<u>30</u>	<u>23.62%</u>	Hispanic/Latino <u>81</u> <u>63.78%</u>

Description of contraband

Drugs:

Total	<u>45</u>	<u>1.22%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	
Black	<u>17</u>	<u>37.78%</u>	White	<u>14</u>	<u>31.11%</u>	Hispanic/Latino <u>14</u> <u>31.11%</u>

Currency:

Total	<u>1</u>	<u>0.03%</u>				
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Racial Profiling Report | Full Report
CISCO POLICE DEPARTMENT
1/1/2025 - 12/31/2025

Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
Black	0	0.00%	White	0	0.00%
Weapons:					
Total	3	0.08%			
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
Black	0	0.00%	White	1	33.33%
				Hispanic/Latino	2
Alcohol:					
Total	23	0.62%			
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
Black	4	17.39%	White	5	21.74%
				Hispanic/Latino	14
Stolen property:					
Total	0	0.00%			
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
Black	0	0.00%	White	0	0.00%
Other:					
Total	2	0.05%			
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
Black	1	50.00%	White	0	0.00%
				Hispanic/Latino	1

Result of the stop

Verbal warning:

Total	831	22.57%			
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	16	1.93%
Black	79	9.51%	White	461	55.48%
				Hispanic/Latino	275
					33.09%

Written warning:

Total	725	19.69%			
Alaska Native/American Indian	1	0.14%	Asian/Pacific Islander	12	1.66%
Black	64	8.83%	White	482	66.48%
				Hispanic/Latino	166
					22.90%

Citation:

Total	2,031	55.16%			
Alaska Native/American Indian	4	0.20%	Asian/Pacific Islander	38	1.87%
Black	220	10.83%	White	827	40.72%
				Hispanic/Latino	942
					46.38%

Racial Profiling Report | Full Report
CISCO POLICE DEPARTMENT
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Written warning and arrest:

Total	<u>14</u>	<u>0.38%</u>							
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>1</u>	<u>7.14%</u>			
	Black	<u>1</u>	<u>7.14%</u>	White	<u>9</u>	<u>64.29%</u>	Hispanic/Latino	<u>3</u>	<u>21.43%</u>

Citation and arrest:

Total	<u>77</u>	<u>2.09%</u>							
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>			
	Black	<u>5</u>	<u>6.49%</u>	White	<u>15</u>	<u>19.48%</u>	Hispanic/Latino	<u>57</u>	<u>74.03%</u>

Arrest:

Total	<u>4</u>	<u>0.11%</u>							
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>			
	Black	<u>2</u>	<u>50.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>2</u>	<u>50.00%</u>

Arrest based on

Violation of Penal Code:

Total	<u>35</u>	<u>0.95%</u>							
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>			
	Black	<u>5</u>	<u>14.29%</u>	White	<u>16</u>	<u>45.71%</u>	Hispanic/Latino	<u>14</u>	<u>40.00%</u>

Violation of Traffic Law:

Total	<u>5</u>	<u>0.14%</u>							
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>			
	Black	<u>1</u>	<u>20.00%</u>	White	<u>1</u>	<u>20.00%</u>	Hispanic/Latino	<u>3</u>	<u>60.00%</u>

Violation of City Ordinance:

Total	<u>0</u>	<u>0.00%</u>							
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>			
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u>	<u>0.00%</u>

Outstanding Warrant:

Total	<u>60</u>	<u>1.63%</u>							
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>1</u>	<u>1.67%</u>			
	Black	<u>2</u>	<u>3.33%</u>	White	<u>11</u>	<u>18.33%</u>	Hispanic/Latino	<u>46</u>	<u>76.67%</u>

Racial Profiling Report | Full Report
CISCO POLICE DEPARTMENT
1/1/2025 - 12/31/2025

Was physical force resulting in bodily injury used during stop?

Yes:

Total	0	0.00%					
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%		
Black	0	0.00%	White	0	0.00%	Hispanic/Latino	0
Injured Suspect	0	0.00%	Officer	0	0.00%	Both	0

No:

Total	3,682	100.00%					
Alaska Native/American Indian	5	0.14%	Asian/Pacific Islander	67	1.82%		
Black	371	10.08%	White	1,794	48.72%	Hispanic/Latino	1,445
							39.24%

Number of complaints of racial profiling?

Total	0	0.00%					
Resulted in disciplinary action	0	0.00%					
Did not result in disciplinary action	0	0.00%					

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full Report
CISCO POLICE DEPARTMENT
1/1/2025 - 12/31/2025

Comparative Analysis
Motor Vehicle Stops vs. Gender Ethnic Population of Service Area
CISCO POLICE DEPARTMENT

Racial Profile Data Provided by Kologik COPsync Mobile	# of Stops	% of Stops
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Male	2,858	77.62%
Female	821	22.30%
Alaska Native/American Indian	5	0.14%
Asian/Pacific Islander	67	1.82%
Black	371	10.08%
White	1,794	48.72%
Hispanic/Latino	1,445	39.24%

Agency Service Area Demographics Provided by Agency Official (Not Kologik)	Total Number	% of Population
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Male		
Female		
Alaska Native/American Indian		
Asian/Pacific Islander		
Black		
White		
Hispanic/Latino		
Other/Not Reported Above		

DATA SOURCE USED FOR AGENCY SERVICE AREA DEMOGRAPHICS:

ADDITIONAL INFORMATION THAT MAY INFLUENCE AND/OR IMPACT DATA REPORTED:

This form is produced in accordance with the Texas Code of Criminal Procedure Article 2.134 as required by the Texas Occupation Code Section 1701.164 and the Texas Commission on Law Enforcement. The Agency Service Area Demographics data was derived from available public data sources such as the US Census Bureau and other statistical services available to the reporting agency.





CITY OF CISCO POLICE DEPARTMENT

504 Conrad Hilton Ave * Cisco, Texas 76437

Office 254-442-1770 Fax 254-442-3632 ciscopolice@ciscotexas.gov

Lloyd Fagan
Captain

Kenneth Preston
Chief of Police

Lee Risdon
Lieutenant

Cisco Police Department (1st Quarter Report) October-December 2025

Code Enforcement Activity:

Reporting Officer:	All Offense Reports	All Incident Reports	All CFS Reports	Code Citations	Code Warnings	Police Citations	Police Warnings	Supplement Reports	Crash Reports
C. Desmond	2	0	119	26	25	0	0	2	1

Animal Control Activity:

Reporting Officer:	ACO CFS Reports	Animals Impounded or Surrendered	Animals Quarantined	Animals Found at Large	Animals Adopted/ Returned	ACO Citations	ACO Warnings	Animals Euthanized
S. Floyd	140	5	0	9	9	10	15	9

*Department Wide Totals:

Total Offense Reports	Total Incident Reports	Total Supplement Reports	Total CFS Reports	Total Crash Reports	Total (All) Arrests	Total Citations Issued	Total Warnings Issued	Total Calls From Dispatch	Total Criminal Cases Filed
72	43	46	1025	17	76	755	733	714	M -36 F - 33

Cisco Fire Department

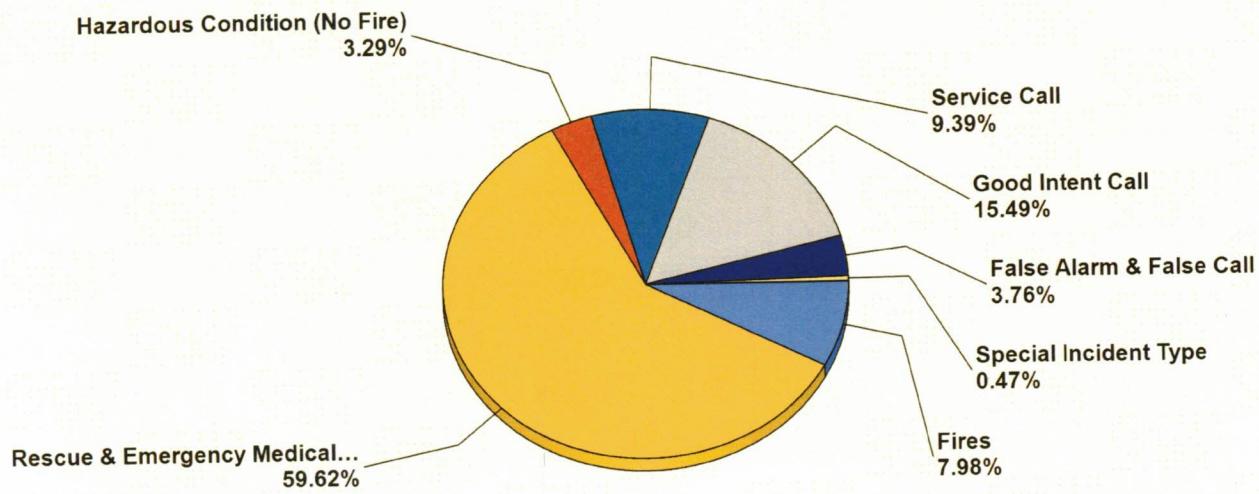
Cisco, TX

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 10/01/2025 | End Date: 12/31/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	17	7.98%
Rescue & Emergency Medical Service	127	59.62%
Hazardous Condition (No Fire)	7	3.29%
Service Call	20	9.39%
Good Intent Call	33	15.49%
False Alarm & False Call	8	3.76%
Special Incident Type	1	0.47%
TOTAL	213	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
118 - Trash or rubbish fire, contained	3	1.41%
130 - Mobile property (vehicle) fire, other	1	0.47%
131 - Passenger vehicle fire	1	0.47%
141 - Forest, woods or wildland fire	2	0.94%
142 - Brush or brush-and-grass mixture fire	2	0.94%
143 - Grass fire	7	3.29%
150 - Outside rubbish fire, other	1	0.47%
311 - Medical assist, assist EMS crew	104	48.83%
322 - Motor vehicle accident with injuries	5	2.35%
324 - Motor vehicle accident with no injuries.	16	7.51%
341 - Search for person on land	1	0.47%
352 - Extrication of victim(s) from vehicle	1	0.47%
412 - Gas leak (natural gas or LPG)	3	1.41%
462 - Aircraft standby	3	1.41%
480 - Attempted burning, illegal action, other	1	0.47%
511 - Lock-out	16	7.51%
551 - Assist police or other governmental agency	2	0.94%
561 - Unauthorized burning	1	0.47%
571 - Cover assignment, standby, moveup	1	0.47%
600 - Good intent call, other	5	2.35%
611 - Dispatched & cancelled en route	16	7.51%
622 - No incident found on arrival at dispatch address	6	2.82%
631 - Authorized controlled burning	1	0.47%
632 - Prescribed fire	1	0.47%
651 - Smoke scare, odor of smoke	4	1.88%
700 - False alarm or false call, other	2	0.94%
735 - Alarm system sounded due to malfunction	1	0.47%
745 - Alarm system activation, no fire - unintentional	4	1.88%
746 - Carbon monoxide detector activation, no CO	1	0.47%
911 - Citizen complaint	1	0.47%
TOTAL INCIDENTS:	213	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Cisco Fire Department

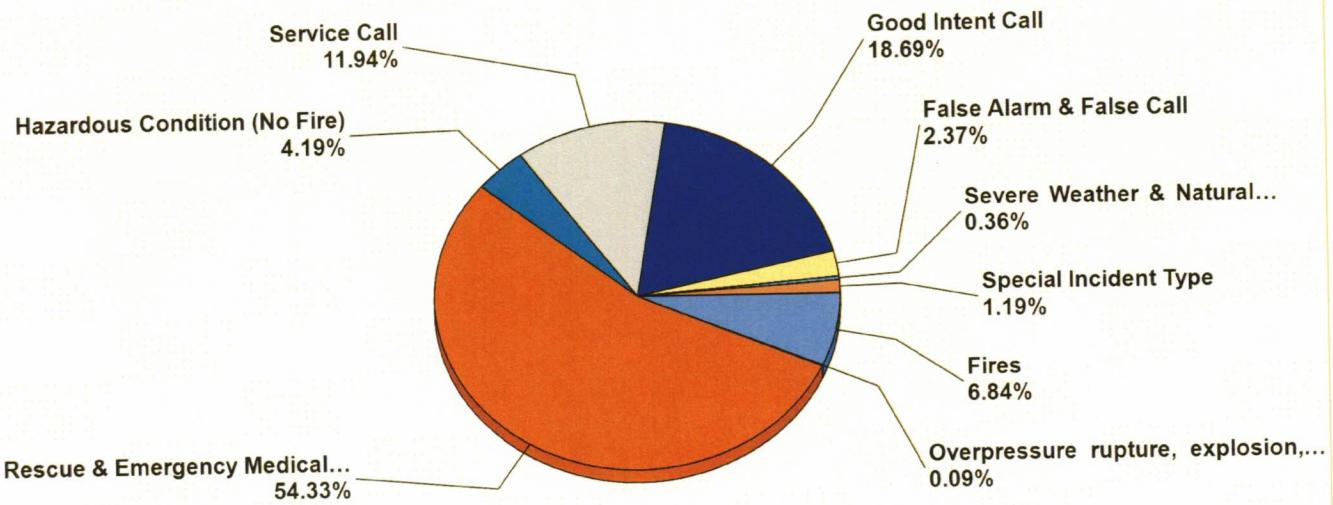


Cisco, TX

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2025 | End Date: 12/31/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	75	6.84%
Overpressure rupture, explosion, overheat - no fire	1	0.09%
Rescue & Emergency Medical Service	596	54.33%
Hazardous Condition (No Fire)	46	4.19%
Service Call	131	11.94%
Good Intent Call	205	18.69%
False Alarm & False Call	26	2.37%
Severe Weather & Natural Disaster	4	0.36%
Special Incident Type	13	1.19%
TOTAL	1097	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	3	0.27%
111 - Building fire	18	1.64%
118 - Trash or rubbish fire, contained	4	0.36%
130 - Mobile property (vehicle) fire, other	1	0.09%
131 - Passenger vehicle fire	7	0.64%
132 - Road freight or transport vehicle fire	5	0.46%
140 - Natural vegetation fire, other	2	0.18%
141 - Forest, woods or wildland fire	2	0.18%
142 - Brush or brush-and-grass mixture fire	13	1.19%
143 - Grass fire	19	1.73%
150 - Outside rubbish fire, other	1	0.09%
251 - Excessive heat, scorch burns with no ignition	1	0.09%
311 - Medical assist, assist EMS crew	498	45.4%
321 - EMS call, excluding vehicle accident with injury	1	0.09%
322 - Motor vehicle accident with injuries	18	1.64%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.09%
324 - Motor vehicle accident with no injuries.	72	6.56%
341 - Search for person on land	2	0.18%
352 - Extrication of victim(s) from vehicle	3	0.27%
353 - Removal of victim(s) from stalled elevator	1	0.09%
400 - Hazardous condition, other	1	0.09%
411 - Gasoline or other flammable liquid spill	9	0.82%
412 - Gas leak (natural gas or LPG)	1	0.09%
421 - Chemical hazard (no spill or leak)	4	0.36%
440 - Electrical wiring/equipment problem, other	17	1.55%
444 - Power line down	2	0.18%
445 - Arcing, shorted electrical equipment	1	0.09%
461 - Building or structure weakened or collapsed	7	0.64%
462 - Aircraft standby	2	0.18%
480 - Attempted burning, illegal action, other	1	0.09%
481 - Attempt to burn	3	0.27%
500 - Service Call, other	91	8.3%
511 - Lock-out	1	0.09%
520 - Water problem, other	2	0.18%
522 - Water or steam leak	3	0.27%
541 - Animal problem	19	1.73%
551 - Assist police or other governmental agency	3	0.27%
553 - Public service	8	0.73%
561 - Unauthorized burning	1	0.09%
571 - Cover assignment, standby, moveup	12	1.09%
600 - Good intent call, other	132	12.03%
611 - Dispatched & cancelled en route	2	0.18%
621 - Wrong location	35	3.19%
622 - No incident found on arrival at dispatch address	4	0.36%
631 - Authorized controlled burning	1	0.09%
632 - Prescribed fire	17	1.55%
651 - Smoke scare, odor of smoke	2	0.18%
653 - Smoke from barbecue, tar kettle	7	0.64%
700 - False alarm or false call, other	1	0.09%
730 - System malfunction, other	4	0.36%
733 - Smoke detector activation due to malfunction	1	0.09%
735 - Alarm system sounded due to malfunction	2	0.18%
743 - Smoke detector activation, no fire - unintentional	10	0.91%
745 - Alarm system activation, no fire - unintentional	1	0.09%
746 - Carbon monoxide detector activation, no CO		

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
800 - Severe weather or natural disaster, other	1	0.09%
813 - Wind storm, tornado/hurricane assessment	3	0.27%
911 - Citizen complaint	13	1.19%
TOTAL INCIDENTS:	1097	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

CISCO MUNICIPAL COURT FIRST QUARTERLY REPORT OCTOBER-DECEMBER 2025					
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Year to Date
Traffic Tickets	684	0	0	0	684
<u>Complaints:</u>					
Assault	0	0	0	0	0
Criminal Mischief	0	0	0	0	0
Disorderly Conduct	1	0	0	0	1
Theft	1	0	0	0	1
Public Intoxication	2	0	0	0	2
Minor in Possession of Alcohol	0	0	0	0	0
Minor in Consumption of Alcohol	0	0	0	0	0
Minor in Possession of Tobacco	1	0	0	0	1
Minor/Public Intoxication	0	0	0	0	0
Minor Driving Under Influence of Alcohol	0	0	0	0	9
Possession of Drug Paraphenalia	9	0	0	0	2
Open Container	2	0	0	0	0
Failure to Appear	0	0	0	0	0
Animal Control Ordinance	8	0	0	0	8
Lot Clearance/Dangerous Building	37	0	0	0	37
Other City Ordinance	13	0	0	0	13
Use of Wireless Comm. Device in School Zone	0	0	0	0	0
Parks & Wildlife Violations	0	0	0	0	0
Total Complaints	74	0	0	0	74
<u>Dismissals:</u>					
Compliance Dismissals	81	0	0	0	81
Dismissed After Proof of Insurance	6	0	0	0	6
DSC Dismissals	35	0	0	0	35
Deferred Disposition Dismissals	61	0	0	0	61
Dismissed By Complainant	14	0	0	0	14
Dismissed By Judge	0	0	0	0	0
Dismissed/Not Guilty	0	0	0	0	0
Dismissed by Prosecutor	41	0	0	0	41
Uncollectable	3	0	0	0	3
<u>Revenue:</u>					
Revenue to State	\$39,233.37	\$0.00	\$0.00	\$0.00	\$39,233.37
Outside Collections	\$6,675.80	\$0.00	\$0.00	\$0.00	\$6,675.80
Total to City	\$61,011.15	\$0.00	\$0.00	\$0.00	\$61,011.15
Total Fines and Fees	\$119,030.14	\$0.00	\$0.00	\$0.00	\$119,030.14
Richard Butler, Municipal Court Judge City of Cisco, Texas					



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

Meeting Date: 01/26/26
Department: City Council
Requested By: Doug Burns
Presented By: Tammy Osborne, City Secretary

Agenda Item:

Consider and Discuss Grant of License for 711 W. 5th St.

Narrative:

Mr. Burns owns the property located at 711 W. 5th St. He wishes to widen the existing one car driveway, but the new driveway will create an encroachment onto the city's easement on W. 5th Street. Mr. Burns requests that the city approve the Grant of License so he can make the improvements with the city's permission.

Impacts (Citizen, Services, Financial, Personnel):

None.

Legal Review: Y/N or N/A

Exhibits: **Grant of License Agreement including Map**

Drawings from Mr. Burns

**GRANT OF LICENSE TO POSSESSION, USE AND
ENJOYMENT OF REAL PROPERTY**

THE STATE OF TEXAS) KNOW ALL MEN BY THESE PRESENTS:
)
COUNTY OF EASTLAND)

This license made and entered into by and between the City of Cisco hereinafter called "Grantor", and Doug Burns, hereinafter called "Grantee", this the 26th day of January, 2026.

WHEREAS, Grantee requests from Grantor that a widened driveway be at 711 W. 5th Street, in Lot 5 Block 90, S/D 1 OT Cisco, City of Cisco, Eastland County, Texas which encroaches upon W. 5th Street within the City of Cisco, Eastland County, Texas (the "Encroachment"); and

WHEREAS, Grantor has been advised by its City Manager that the Encroachment does not interfere with the usual flow of traffic on W. 5th St.; and

WHEREAS, Grantor has no plans to widen or alter W. 5th St. where the Encroachment exists and does not anticipate any need to widen or alter said street; and

WHEREAS, Grantee is attempting to facilitate additional parking for the residence located at 711 W. 5th Street to improve traffic and safety conditions at said property, and requires the assurance of Grantor that Grantee can continue to possess, use and enjoy the property, including the Encroachment located on W. 5th Street without the interference from Grantor; and

WHEREAS, Grantor has heretofore, by action of the City Council of Cisco, Texas, authorized the execution of this agreement by the undersigned for, and on behalf of, Grantor.

NOW THEREFORE, in consideration of the premises and TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor grants to Grantee, his heirs, successors, and assigns, the free, uninterrupted and perpetual use of the Encroachment which now encroaches upon W. 5th Street, as more particularly described in the plat attached hereto as Exhibit A, located at 711 W. 5th Street in Lot 5 Block 90, S/D 1 OT Cisco, City of Cisco, Eastland County, Texas.

By the acceptance of this Grant of License, Grantee, agrees for himself, his heirs, successors and assigns, that should the Encroachment cease to exist this Grant of License will terminate as to such encroachment.

EXECUTED this _____ day of _____, 2026.

Stephen Forester, Mayor

ATTEST:

Tammy Osborne, City Secretary

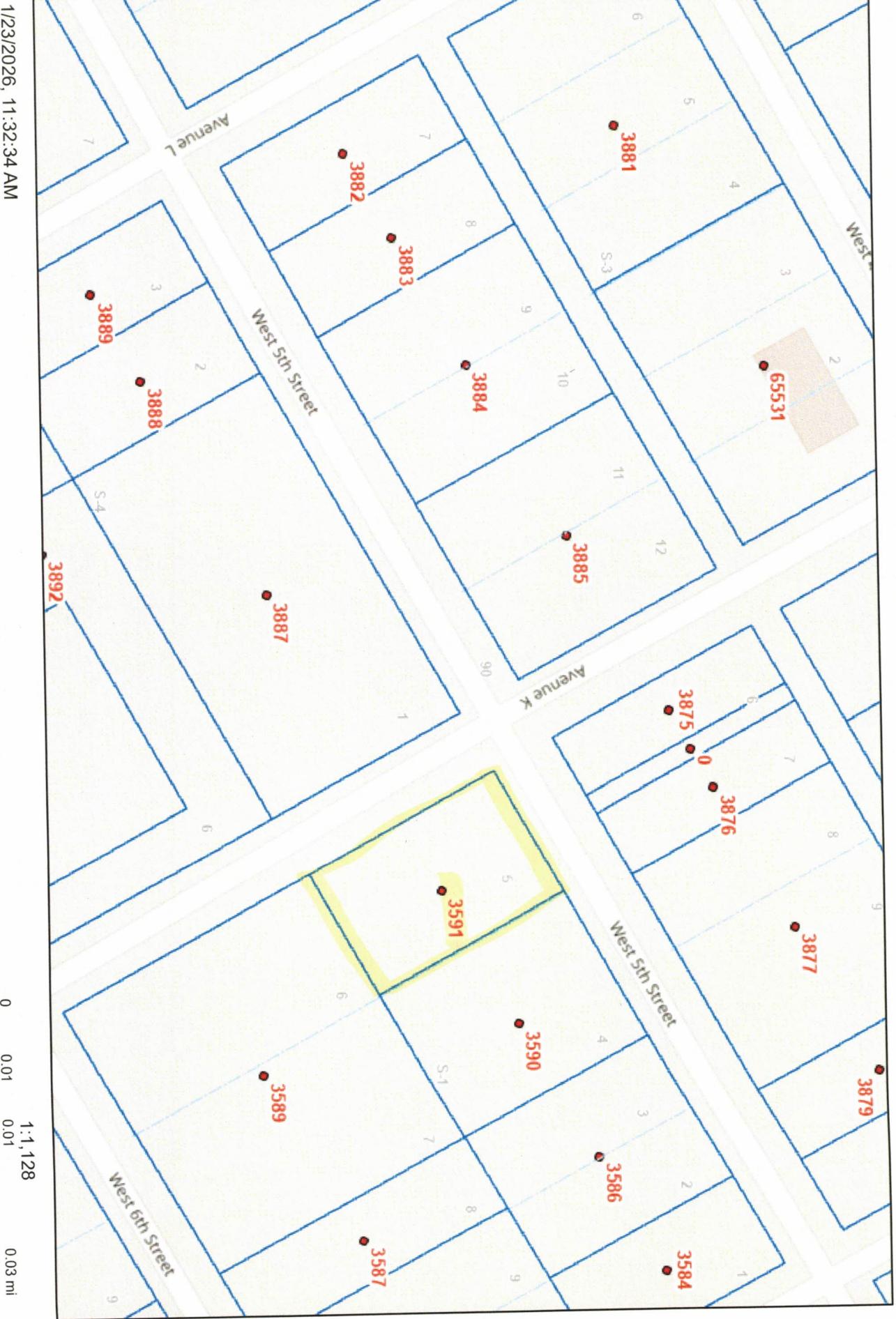
THE STATE OF TEXAS)
)
COUNTY OF EASTLAND)

This instrument was acknowledged before me on the _____ day of _____, 2023, by STEPHEN FORESTER, Mayor of the City of Cisco, Texas, a Municipality, on behalf of said Municipality.

NOTARY PUBLIC STATE OF TEXAS
PRINTED NAME: _____
COMMISSION EXPIRES: _____

EXHIBIT A

Eastland CAD



Eastland CAD



Microsoft, Vantor

This product is for informational purposes and is not prepared for, or be suitable for legal, engineering, or surveying purposes. Information contained on this map is not warranted and the Appraisal District or Pritchard & Abbott, Inc. is not liable for any errors.

Eastland CAD

711 u 5th St.

5th Street

← 39th Street →

REMOVE CURB

MOVE
PROPERTY
TO

32

YARD

LAW

PROPERTY

10-T0

ADISSION

DRIVEWAY

NEW

EXISTING

10'-0" ← → 10'-0"

YARD

WALKWAY

HOUSE

YARD

APPROX



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

Meeting Date: 01/26/26
Department: City Council
Requested By: Tammy Osborne, City Secretary
Presented By: Tammy Osborne, City Secretary

Agenda Item:

Consider and Discuss Resolution No. 2026-01-26

A RESOLUTION OF THE CITY OF CISCO, TEXAS, EASTLAND COUNTY, AUTHORIZING AND ORDERING A GENERAL (REGULAR) MUNICIPAL ELECTION TO BE HELD ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCILMEMBERS, PLACE V AND PLACE VI, BY THE QUALIFIED VOTERS OF THE CITY OF CISCO, TEXAS; APPOINTING ELECTION OFFICIALS; DESIGNATING THE POLLING PLACES; ESTABLISHING PAY RATES FOR ELECTION WORKERS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF THE HART INTERCIVIC DUO VERITY HYBRID VOTING SYSTEM; PROVIDING FOR EARLY VOTING BY PERSONAL APPEARANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Narrative:

The City of Cisco holds an annual election for Councilmembers on the first Saturday in May of each year. The City Council is required to call the election by official action not later than the 62nd day before election day (February 13, 2026). This year, Council Place V and Council Place VI are up for election on May 2, 2026.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: Y or N/A

Exhibits:

Resolution No. 2026-01-26

RESOLUTION NO. 2026-01-26

A RESOLUTION OF THE CITY OF CISCO, TEXAS, EASTLAND COUNTY, AUTHORIZING AND ORDERING A GENERAL (REGULAR) MUNICIPAL ELECTION TO BE HELD ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCILMEMBERS, PLACE V AND PLACE VI, BY THE QUALIFIED VOTERS OF THE CITY OF CISCO, TEXAS; APPOINTING ELECTION OFFICIALS; DESIGNATING THE POLLING PLACES; ESTABLISHING PAY RATES FOR ELECTION WORKERS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF THE HART INTERCIVIC DUO VERITY HYBRID VOTING SYSTEM; PROVIDING FOR EARLY VOTING BY PERSONAL APPEARANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CISCO:

Section 1. That Article 3, Section 21 of the City Charter provides that regular city elections will be held annually on the first Saturday in May; and

Section 2. That a general city election is hereby ordered to be held on the 2nd day of May, 2026, for the purpose of electing two (2) City Councilmembers by the qualified voters of the City of Cisco; and

Section 2a. That the polls for said election shall be open from 7:00 a.m. until 7:00 p.m.

Section 4. That the Joint Elections Administrator shall perform duties with respect to early voting and that the Office of the City Secretary shall give notice of the election; and

Section 5. That the Hart Intercivic Duo Verity Hybrid Voting System will be provided by the Joint Elections Administrator; and

Section 6. That the election voting places and election officers of said City election shall be determined by the Joint Elections Administrator in accordance with Texas State Election laws; and

Section 7. That in addition to the presiding judge for the voting place herein above designated, the respective presiding judge and the Early Ballot Board as herein provided, shall be authorized to appoint a sufficient number of clerks as they may deem necessary to assist them in said election, provided, however that the number of clerks appointed shall not be less than two; and

Section 8. That the judge and clerks shall be compensated at the rate of twelve dollars and sixty-six cents (\$12.66) per hour. The judge of the election shall be paid an additional twenty-five dollars (\$25.00) provided he or she also returns unused ballots, election supplies, and ballot boxes when he or she delivers the returns of the election; and

Section 9. That the Hart Intercivic Duo Verity Hybrid Voting System shall be used for voting at the foregoing election precincts and electronic counting devices and equipment shall be used for counting the ballots at said election; and

Section 10. That Early Voting shall be conducted by the Office of the City Secretary in the Cisco City Hall, Cisco, Texas with the Hart Intercivic Duo Verity Hybrid Voting System for early voting by personal appearance and paper ballots shall be used for early voting by mail. Early voting by personal appearance for the election shall commence on April 20, 2026, and end on April 28, 2026. Early voting by personal appearance shall be conducted during the regular business hours of the City Secretary's Office each weekday from 8:00 a.m. until 5:00 p.m.; and

Section 11. That an Early Ballot Board is hereby designated to canvass the early votes cast by mail and by personal appearance as provided in the Texas Election Code, Section 87.002; and

Section 12. That the Joint Elections Administrator's office located at 100 W. Main St., Suite 104, Eastland, Texas, is hereby established as the Central Counting Station to receive and tabulate votes and mail ballots cast in said election; and

Section 13. That all resident, qualified voters of the City of Cisco shall be permitted to vote for Councilmember Places V and VI in said election. In addition, the election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for the use at the polling place and for early voting for said election; and

Section 14. That the Mayor is authorized to sign an Order of Election prescribed by the State of Texas on behalf of the City Council and that a Notice of Election shall be published in accordance with the provisions of the Texas Election Code and the City Charter; and

Section 15. That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect; and

Section 16. That this resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Cisco this _____ day of January, 2026.

Stephen Forester, Mayor

ATTEST:

Tammy Osborne, City Secretary



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

Meeting Date: 01/26/26
Department: Police Department
Requested By: Kenneth Preston, Police Chief
Presented By: Kenneth Preston, Police Chief

Agenda Item:

Consider and Discuss Resolution No. 2026-01-26-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, APPROVING AN APPLICATION FOR GRANT ASSISTANCE FOR THE PURCHASE OF COMPUTER UPGRADES.

Narrative:

Chief Preston is requesting that the Council pass the proposed resolution as part of an application for a grant to complete necessary computer upgrades.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: Y/N or N/A

Exhibits:

Resolution No. 2026-01-26-01

RESOLUTION NO. 2026-01-26-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS,
APPROVING AN APPLICATION FOR GRANT ASSISTANCE FOR THE
PURCHASE OF COMPUTER UPGRADES.**

WHEREAS, The City of Cisco finds it in the best interest of the citizens of Cisco that the Computer Upgrade Project be operated for the 2026 year; and

WHEREAS, the City of Cisco agrees to provide applicable matching funds for the said project as required by the Criminal Justice Grant Program grant application; and

WHEREAS, the City of Cisco agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Cisco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of Cisco designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the City of Cisco designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Cisco City Council approves submission of the grant application for the Computer Upgrade Project to the Office of the Governor.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 20____.

Stephen Forester, Mayor

ATTEST:

Tammy Osborne, City Secretary



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

Meeting Date: 01/26/26
Department: Cisco Development Corporation
Requested By: Cisco Development Corporation
Presented By: Tom Bailey, Interim Executive Director

Agenda Item:

Consider and Discuss Resolution No. 2026-01-26-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE CISCO DEVELOPMENT CORPORATION AND JOHN S. MCKEE, JR. TO PROVIDE FINANCIAL ASSISTANCE OF \$100,000.00 FOR CONSTRUCTION OF A LUMBER YARD AT 909 CONRAD HILTON BLVD.; AND PROVIDING FOR AN EFFECTIVE DATE. (First Reading)

Narrative:

The Cisco Development Corporation requests that the Council approve a Performance Agreement between the corporation and John S. McKee, Jr. This would represent the first of two required readings.

The CDC approved the agreement at their meeting on 01/13/26.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: Y/N or N/A

Exhibits:

Resolution No. 2026-01-26-02

Performance Agreement

RESOLUTION NO. 2026-01-26-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE CISCO DEVELOPMENT CORPORATION AND JOHN S. MCKEE, JR. TO PROVIDE FINANCIAL ASSISTANCE OF \$100,000.00 FOR CONSTRUCTION OF A LUMBER YARD AT 909 CONRAD HILTON BLVD.; AND PROVIDING FOR AN EFFECTIVE DATE. (*First Reading*)

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

WHEREAS, the City Council of the City of Cisco, Texas, desires to approve a Performance Agreement by and between the CDC and John S. McKee, Jr., a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes (hereinafter referred to as the “Agreement”).

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

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

Section 2. The City Council of the City of Cisco, Texas, does hereby approve and authorize the execution of the Performance Agreement, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes.

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

DULY RESOLVED after two readings by the City Council of the City of Cisco, Texas, on this

the _____ day of _____, 20_____.

Stephen Forester, Mayor

ATTEST:

Tammy Osborne, City Secretary

Exhibit A

[Performance Agreement]

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between **CISCO DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "CDC"); and the **JOHN S. MCKEE, JR.**, (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

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

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities"; and

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

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

WHEREAS, Developer has applied to CDC for a financial incentive necessary to construct a new building or renovate an existing building located at 909 Conrad Hilton Avenue, Cisco, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the CDC's Board of Directors have determined the financial assistance provided to Developer for the Qualified Expenditures to be made to the Property pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2029**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **CDC.** The term “CDC” means Cisco Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 701 Conrad Hilton Boulevard, Cisco, Texas 76437.
- (d) **Developer.** The word “Developer” means John S. McKee, Jr., his heirs, successors, and assigns, whose address for the purposes of this Agreement is 727 Hidden Shores, Cisco, Texas 76437.
- (e) **Effective Date.** The words “Effective Date” of this Agreement shall be the date of the latter to execute this Agreement by and between the Developer and CDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”

- (g) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (h) **Property.** The word “Property” means 909 Conrad Hilton Avenue, Cisco, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures made by the Developer, consisting of the construction of a building or renovating the existing building located on the Property and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.101 and 501.103 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the CDC paid invoices, paid receipts, or other paid documentation of the Qualified Expenditures made to the Property in the minimum amount of **One Hundred Thousand and No/100 Dollars (\$100,000.00)**, and in a form acceptable to the CDC prior to any reimbursement. Developer covenants and agrees to provide to the CDC said invoices, receipts, or other documentation in the minimum amount of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** by **December 31, 2026**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **December 31, 2026**, a certificate of occupancy from the City of Cisco, Texas, for a minimum of 3,000 square feet of storage or warehouse space located on the Property.
- (c) **Operate Storage or Warehouse Facility.** Developer covenants and agrees by **December 31, 2026**, and during the Term of this Agreement to keep open for business the storage or warehouse facility located on the Property.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2026**, and during the Term of this Agreement to employ and maintain a minimum of **four (4)** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 1, 2027**, and during the Term of this Agreement, Developer shall deliver to CDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time

Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **February 1, 2027**, and annually thereafter during the Term of this Agreement, there will be a total of **three (3)** Annual Compliance Verifications due and submitted to CDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (e) **Performance Conditions.** Developer agrees to make, execute and deliver to CDC such other promissory notes, instruments, documents and other agreements as CDC or its attorneys may reasonably request to evidence this Agreement.
- (f) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and CDC.

SECTION 5. AFFIRMATIVE COVENANTS OF CDC.

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

- (a) **Financial Assistance.** CDC covenants and agrees to provide financial assistance to the Developer in the amount of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** within thirty (30) days of receipt of the invoices, receipts, or other documentation from the Developer consistent with Section 4(a) of this Agreement.
- (b) **Performance.** CDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between CDC and the Developer.

SECTION 6. CESSATION OF ADVANCES.

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

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer or CDC to comply with or to perform any

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

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

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

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

SECTION 9. INDEMNIFICATION.

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

SECTION 10. DEVELOPER'S REPRESENTATIONS.

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

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

Agreement. The Notices shall be addressed as follows:

If to CDC:	Cisco Development Corporation 701 Conrad Hilton Blvd. Cisco, Texas 76437 Attn: Tom Bailey, Interim Executive Director Telephone: (254) 442-4200
if to Developer:	John S. McKee, Jr. 727 Hidden Shores Cisco, Texas 76437 Telephone: _____

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

[The Remainder of this Page Intentionally Left Blank]

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

CDC:

CISCO DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Name _____
President _____
Date Signed: _____

ATTEST:

_____, Secretary

DEVELOPER:

JOHN S. MCKEE, JR.

By: _____
Date Signed: _____



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

Meeting Date: 01/26/26
Department: Cisco Development Corporation
Requested By: Cisco Development Corporation
Presented By: Tom Bailey, Interim Executive Director

Agenda Item:

Consider and Discuss Resolution No. 2026-01-26-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE CISCO DEVELOPMENT CORPORATION AND ARNOLD FAMILY REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO PROVIDE A FINANCIAL INCENTIVE IN THE AMOUNT OF \$225,000.00 AS AUTHORIZED BY THE TEXAS LOCAL GOVERNMENT CODE FOR CONSTRUCTION OF OFFICES TO BE LOCATED IN THE 1800 BLOCK OF CONRAD HILTON BLVD.; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE. (First Reading)

Narrative:

The Cisco Development Corporation requests that the Council approve a Performance Agreement between the corporation and Arnold Family Real Estate, LLC. This would represent the first of two required readings.

The CDC approved the agreement at their meeting on 01/13/26.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: Y/N or N/A

Exhibits:

Resolution No. 2026-01-26-03

Performance Agreement

RESOLUTION NO. 2026-01-26-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE CISCO DEVELOPMENT CORPORATION AND ARNOLD FAMILY REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO PROVIDE A FINANCIAL INCENTIVE IN THE AMOUNT OF \$225,000.00 AS AUTHORIZED BY THE TEXAS LOCAL GOVERNMENT CODE FOR CONSTRUCTION OF OFFICES TO BE LOCATED IN THE 1800 BLOCK OF CONRAD HILTON BLVD.; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Cisco, Texas, desires to approve a Performance Agreement by and between the CDC and Arnold Family Real Estate, LLC, a Texas Limited Liability Company, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes (hereinafter referred to as the “Agreement”).

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

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

Section 2. The City Council of the City of Cisco, Texas, does hereby approve and authorize the execution of the Performance Agreement, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes.

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

DULY RESOLVED after two readings by the City Council of the City of Cisco, Texas, on this

the _____ day of _____, 20_____.

Stephen Forester, Mayor

ATTEST:

Tammy Osborne, City Secretary

Exhibit A

[Performance Agreement]

RESOLUTION NO. 2021e.01.13.CDC.07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CISCO DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT, APPROVING A PERFORMANCE AGREEMENT, BY AND BETWEEN THE CISCO DEVELOPMENT CORPORATION, AND ARNOLD FAMILY REAL ESTATE, LLC, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO PROVIDE A FINANCIAL INCENTIVE AUTHORIZED PURSUANT TO SECTIONS 501.103, 505.152, AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section"; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that "[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development." Further, the statute provides that "[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings"; and

WHEREAS, the EDC has approved a project with Arnold Family Real Estate, LLC, a Texas limited liability company, to provide a financial incentive the construction of _____ to be located at _____, Cisco, Texas; and

WHEREAS, the Board of Directors of the Cisco Development Corporation, find and determine that the expenditure as specified in the Agreement, attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of "project," as that term is defined by Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

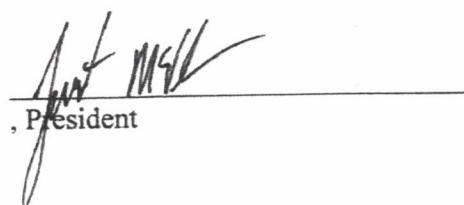
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CISCO DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Cisco Development Corporation and are fully incorporated into the body of this Resolution.

Section 2. That the Board of Directors of the Cisco Development Corporation find and determine that the project, and Performance Agreement, attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

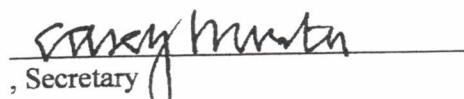
Section 3. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Board of Directors of the Cisco Development Corporation, on this the 13 day of January, 2026.



, President

ATTEST:



, Secretary

Exhibit A

[Performance Agreement]

PERFORMANCE AGREEMENT

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

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

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

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section"; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that "[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development." Further, the statute provides that "[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings"; and]

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

WHEREAS, Developer has applied to CDC for an economic development incentive

necessary for the construction of an office to be located at _____ in the City of Cisco, Texas; and

WHEREAS, the CDC's Board of Directors have determined the financial assistance provided to Developer for the Qualified Expenditures to be made to the Property pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2036**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **CDC.** The term "CDC" means Cisco Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 701 Conrad Hilton Boulevard, Cisco, Texas 76437.

(d) **Developer.** The word "Developer" means Arnold Family Real Estate, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 1018 CR 178, Cisco, Texas 76437.

(e) **Effective Date.** The words "Effective Date" of this Agreement shall be the date of the latter to execute this Agreement by and between the Developer and CDC.

(f) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(g) **Full-Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of Two Thousand Eighty (2,080) hours of work averaged over a twelve (12) month period.

(h) **Loan.** The word "Loan" or "Loans" means the loan described in this Agreement and described on any exhibit or schedule attached to this Agreement.

(i) **Note.** The word "Note" means the interest bearing Promissory Note of even date herewith executed by and between the parties hereto in the principal amount not to exceed **Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00)** accruing interest at the rate of five percent (5.0%) per annum, due upon demand and payable on or before **December 31, 2036**, a copy of which is attached hereto as **Exhibit C**.

(j) **Property.** The word "Property" means Lot 3R, Block 127 of O.T. Cisco Addition, and addition to the City of Cisco, Eastland County, Texas, and having a street address of _____, Cisco, Texas 76437.

(k) **Qualified Expenditures.** The words "Qualified Expenditures" mean those expenditures made by the Developer consisting of the construction of a minimum 1,000 square foot building to be located on the Property, as generally depicted in **Exhibit A** of this Agreement, which is attached hereto and is incorporated hereon for all purposes, and those expenses which otherwise meet the definition of "project" as that term is defined by Sections 501.103, 505.152, and 505.158 of the Act, and the definition of "cost" as that term is defined by Section 501.152 of the Act.

(l) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the CDC paid invoices, paid receipts, or other paid documentation for the Qualified Expenditures made to the Property in a minimum amount of **Fifty Thousand and No/100 Dollars (\$50,000.00)**, and in a form acceptable to the CDC by **December 31, 2026**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **December 31, 2026**, a certificate of occupancy from the City of Cisco, Texas, for the Qualified Expenditures located on the Property.
- (c) **Operate Business.** Developer covenants and agrees by **December 31, 2026**, and during the Term of this Agreement to keep open and operate the business located on the Property.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2026**, to employ and maintain a minimum of **three (3)** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 1, 2027**, and during the Term of this Agreement, Developer shall deliver to CDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **February 1, 2027**, and annually thereafter during the Term of this Agreement, there will be a total of **ten (10)** Annual Compliance Verifications due and submitted to CDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.
- (e) **Repayment of Loan.** Developer shall repay the Loan to CDC in accordance with the loan payment schedule attached hereto as ***Exhibit B***.
- (f) **Deed of Trust and Note.** Developer covenants and agrees to execute a deed of trust and Note for the Property in a form substantially similar to the deed of trust attached as ***Exhibit D***, and the Note attached as ***Exhibit C***. The deed of trust and Note for the Property shall be in the amount of **Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00) or less**. Said deed of trust and Note shall be executed within thirty (30) days of the Effective Date of this Agreement or consistent with a real estate sales contract executed by and between the CDC and Developer concerning the Property.
- (g) **Performance Conditions.** Developer agrees to make, execute and deliver to CDC such other promissory notes, instruments, documents and other agreements as CDC or its attorneys may reasonably request to evidence this Agreement.
- (h) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and CDC.

SECTION 5. AFFIRMATIVE COVENANTS OF CDC.

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

- (a) **Financial Assistance.** CDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed **Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00)** within thirty (30) days of receipt of said paid invoices, paid receipts, or other paid documentation of the Qualified Expenditures made to the Property consistent with Section 4(a) of this Agreement.
- (b) **Conveyance of the Property.** CDC covenants and agrees to convey the Property to the Developer consistent with a real estate sales contract by and between the CDC and Developer. The CDC and Developer covenant and agree at the time of said conveyance the Property has a fair market value of **Fifty Thousand and No/100 Dollars (\$50,000.00)**.
- (c) **Performance.** CDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between CDC and the Developer.

SECTION 6. CESSATION OF ADVANCES.

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

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer or CDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or CDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and CDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to CDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Cisco, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from CDC and/or Eastland County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

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

SECTION 9. INDEMNIFICATION.

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

SECTION 10. DEVELOPER'S REPRESENTATIONS.

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

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

If to CDC:

Cisco Development Corporation
701 Conrad Hilton Blvd.
Cisco, Texas 76437
Attn: Tom Bailey, Executive Director

Telephone: (254) 442-4200

if to Developer:

Arnold Family Real Estate, LLC
1018 CR 178
Cisco, Texas 76437
Attn: Barney Dan Arnold
Telephone: _____

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

(i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date CDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

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

CDC:

CISCO DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Name: _____
Title: _____
Date Signed: _____

ATTEST:

, Secretary

DEVELOPER:

ARNOLD FAMILY REAL ESTATE, LLC,
a Texas limited liability company,

By: _____
Barney Dan Arnold
Title: _____
Date Signed: _____

Exhibit A

[Qualified Expenditures]

Exhibit B

[Loan Payment Schedule]

Principal Amount: \$225,000.00

Annual Interest Rate: Five percent (5.0%) per annum

Maturity Date: December 31, 2036 (120 months)

Terms of Payment (principal):

This note shall be due and payable in **one hundred twenty (120)** monthly principal installments, unless sooner paid, in the monthly amount of **\$2,368.47** each. The first such installment is due and payable on **January 1, 2027**, and the remaining installments are due and payable in consecutive order on the same day of each and every succeeding month thereafter until all sums hereunder have been paid, the final installment due hereon being due **one hundred twenty (120)** months from the date hereof (the "maturity date"). In the event of prepayment, no prepayment of principal shall reduce the amount of installments next coming due.

Exhibit C

[Note]

PROMISSORY NOTE

\$225,000.00

January 1, 2026
(“Effective Date”)

The **ARNOLD FAMILY REAL ESTATE, LLC**, a Texas limited liability company (including its successors, “Maker”), For Value Received, promises and agrees to pay unto the order of **CISCO DEVELOPMENT CORPORATION**, a Texas non-profit corporation (“Payee”), at its corporate offices located at 701 Conrad Hilton Boulevard, Cisco, Texas 76437, in lawful money of the United States of America, the principal sum of **TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00)**, or so much as shall be advanced, said sums to accrue interest at the rate of 5.0% per annum.

TERMS OF PAYMENT: The principal of this Note is due on demand, but in any event, on or before **DECEMBER 31, 2036**. Notwithstanding the foregoing, advances hereunder shall be made in accordance with the terms and provisions of that certain Loan Agreement executed as of even date herewith between Maker and Payee (“Loan Agreement”), and such advances shall be repaid according to said Loan Agreement after such advance if Maker is not then in default under the Loan Agreement. As such, Payee shall make no demand on principal under this Note except for upon occurrence of an Event of Default as that term is defined in the Loan Agreement.

ALL PAST due principal shall bear interest until paid at a rate not to exceed prime plus 4%.

THIS LOAN is a line of credit but is not revolving. As already stated, advances made hereunder are also governed by the Loan Agreement of even date herewith.

IF DEFAULT is made in the payment of any interest or principal hereof, as and when the same is or becomes due, or if an Event of Default occurs under any instrument securing the payment hereof or executed in connection herewith, including the Loan Agreement, the owner and holder of this Note may declare all sums owing hereon due and payable within thirty (30) days of the date of notice. If default is made in the payment of this Note at maturity (regardless of how its maturity may be brought about), and the same is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in bankruptcy, probate, receivership or other judicial proceedings for the establishment or collection of any amount called for hereunder, or any amount payable or to be payable hereunder is collected through any such proceedings, Maker agrees and is also to pay to the owner and holder of this Note a reasonable amount as attorneys’ or collection fees.

Except as provided herein and in the Loan Agreement, upon an Event of Default (as that term is defined in the Loan Agreement) only, MAKER, co-makers, signers, permitted assigns, sureties, endorsers and guarantors, and each of them, expressly waive demand and presentment for

payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof, notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect amounts called for hereunder and in the handling of securities at any time existing in connection herewith; and are and shall be jointly, severally, directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder or in connection with any right, lien, interest or property at any and all times had or existing as security for any amount called for hereunder.

IT IS the intention of Maker and Payee to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the State of Texas and the laws of the United States of America), then, in that event, notwithstanding anything to the contrary herein or in any agreement entered into in connection with or as security for this Note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note or under any of the other aforesaid agreements or otherwise in connection with this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be canceled automatically and, if theretofore paid, shall be credited on the Note by the holder hereof (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to the Maker); and (ii) in the event that maturity of this Note is accelerated by reason of an election by the holder hereof resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount allowed by applicable law, and excess interest, if any, provided for in this Note or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on this Note (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to the Maker).

THIS NOTE has been executed and delivered in and shall be construed in accordance with and governed by the laws of the State of Texas and of the United States of America, except that V.T.C.A. Finance Code, Chapter 346, as amended (which regulates certain revolving credit loan accounts and revolving tri-party accounts) shall not apply hereto. Payee's address for notice is 701 Conrad Hilton Boulevard, Cisco, Texas 76437.

[The Remainder of this Page Intentionally Left Blank]

In witness whereof, Maker has executed this Note to be effective as of the Effective Date.

MAKER:

ARNOLD FAMILY REAL ESTATE, LLC,
A Texas limited liability company,

By: _____
Barney Dan Arnold

Title: _____

Date Signed: _____

Exhibit D

[Deed of Trust]



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

Meeting Date: 01/26/26
Department: Finance
Requested By: Peggy Ledbetter, Finance Director
Presented By: Sarah Adams, City Manager & Peggy Ledbetter, Finance Director

Agenda Item:

Consider and Discuss Ordinance No. 0-2026-01 (Budget Amendment)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, ADJUSTING AND AMENDING THE CITY'S FISCAL YEAR 2025-2026 BUDGET; AND ESTABLISHING AN EFFECTIVE DATE. (First Reading)

Narrative:

The City Charter, Article VI Fiscal Matters, Section 53 Appropriations, grants the Council power to transfer funds allocated by the budget to one activity, function or department, to another activity, function or department, and to reestimate revenues and expenditures during the fiscal year, except that no transfer shall be made of revenues or earnings of any public utility supported principally by its own revenues. All appropriations shall lapse at the end of the budget year.

At any time in the fiscal year the council may make the emergency appropriations to meet a pressing need for public expenditure in order to protect the public health, safety or welfare.

The proposed ordinance represents the first budget amendment of the 2025-2026 fiscal year.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: Y/N or N/A

Pat Chesser approved as to form.

Exhibits:

Ordinance No. 0-2026-01

Budget Amendment Spreadsheet

ORDINANCE NO. 0-2026-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, ADJUSTING AND AMENDING THE CITY'S FISCAL YEAR 2025-2026 BUDGET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council is vested with the responsibility to periodically review, adjust and amend the City's fiscal year budget; and

WHEREAS, prudent business practices warrant that these situations and needs be identified and resolved; and

WHEREAS, this budget amendment shall be the first such action that has taken place since the October 1, 2025 effective date of the City's current budget cycle; and

WHEREAS, this budget amendment will be accomplished through the movement of funds between line items and will not cause a reduction of the anticipated excess of revenues over expenditures for fiscal year 2025-2026;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS:

- (1) Ordinance No. 0-2026-01 shall call for the change of anticipated revenues as lined out in the attached document to off-set additional expenses also lined out in the attached document.
- (2) The attached document showing specific line item changes associated with Budget Amendment No. 1 is hereby incorporated into and made a permanent portion of this Ordinance.
- (3) Ordinance No. 0-2026-01 is hereby adopted and shall constitute the first budget amendment that has occurred since the October 1, 2025 effective date of the City's fiscal year budget of 2025-2026.

PASSED AND APPROVED on the first reading this the _____ day of _____, 2026.

PASSED AND APPROVED on the second reading this the _____ day of _____, 2026.

Stephen Forester, Mayor

Attest:

Tammy Osborne, City Secretary

APPROVED AS TO FORM:

William P. Chessier, City Attorney



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

Meeting Date: 09/22/25
Department: Administration
Requested By: Sarah Adams, City Manager
Presented By: Sarah Adams, City Manager

Agenda Item:

Consider and Discuss Ordinance No. 0-2026-02

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 ADDING FEES FOR EXTENDING UTILITY SERVICE TO VACANT PROPERTIES; AND ESTABLISHING AN EFFECTIVE DATE.

(First Reading)

Narrative:

The proposed ordinance would add a fee to be charged to provide utility service to a property where it does not currently exist. The fee would cover materials, equipment, and labor commensurate with actual costs of the services.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: Y/N or N/A

Pat Chesser approved as to form.

Exhibits:

Ordinance No. 0-2026-02

ORDINANCE NO. 0-2026-02

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 ADDING FEES FOR EXTENDING UTILITY SERVICE TO VACANT PROPERTIES; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CISCO THAT:

1. Chapter 20 "Utilities", Section 20-18(b) of the City's Code of Ordinances is hereby amended as follows:

"(b). The fees for extending water service to property where service is not currently in existence, including materials, equipment, and labor fees, shall be established by the City Manager depending on market costs."

2. Chapter 20 "Utilities", Section 20-23 is hereby amended as follows:

"(a) The tapping fees for sewer services shall be as follows:

Depth of Tap	Amount of Charge
Up to 3 ft.....	\$ 600.00
3 ft. to 5 ft.....	\$ 1,000.00
Over 5 Ft.....	To be established by City Manager depending on market costs

(b) The fees for extending sewer service to property where service is not currently in existence, including materials, equipment, and labor fees, shall be established by the City Manager depending on market costs.

3. The above amendment to Chapter 20 "Utilities" of the City's Code of Ordinances shall become effective upon approval of second reading.

PASSED AND APPROVED on first reading on the _____ day of _____, 2026.

PASSED AND APPROVED on second reading on the _____ day of _____, 2026.

ATTEST:

Tammy Osborne, City Secretary

Stephen Forester, Mayor

APPROVED AS TO FORM:

William P. Chesser, City Attorney



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

Meeting Date: 01/26/26
Department: City Council
Requested By: Councilmember Johnson, Councilmember Anaya
Presented By:

Agenda Item:

Consider and Discuss Itinerant Vendor Permit Fees, Specifically Permit Fees for Multi-Vendor Events.

Narrative:

Councilmembers Johnson and Anaya requested that this item be discussed and that the Council consider removing the requirement that multi-vendor be granted a permit for every vendor participating in the event.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: Y or N/A

Exhibits:

Ordinance No. 0-2014-4 (Original Itinerant Vendor Permit Ordinance)

Ordinance No. 0-2025-3 (Amended Itinerant Vendor Permit Ordinance requiring multi-vendor events to get permits)

ORDINANCE NO. 0-2014-4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, AMENDING CERTAIN SECTIONS OF AND ADDING CERTAIN SECTIONS TO CHAPTER 12 "LICENSES AND BUSINESS REGULATIONS" SPECIFICALLY SECTIONS 12-16 "DEFINED" TO INCLUDE DEFINITIONS OF PEDDLER, ITINERANT VENDOR, AND SOLICITOR; SECTION 12-18 "LICENSE-REQUIRED" TO INCLUDE AMENDED LICENSE REQUIREMENTS; SECTION 12-19 "SAME-APPLICATION; CONTENTS" TO INCLUDE AMENDED REQUIREMENTS FOR PEDDLERS AND ITINERANT VENDORS; SECTION 12-21 "LICENSE FEE" TO INCLUDE AN EXEMPTION FOR NON-PROFIT ORGANIZATIONS; SECTION 12-22 "TERM OF LICENSE" TO BE AMENDED TO READ "DENIAL/REVOCATION OF LICENSE"; SECTION 12-23 "LICENSE TO BE CARRIED WHILE CONDUCTING BUSINESS" TO READ "LICENSE TO BE DISPLAYED WHILE CONDUCTING BUSINESS"; ADDING SECTION 12-26 "GENERAL PROHIBITIONS"; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS:

Chapter 12, Licenses and Business Regulations, is amended as follows:

The heading of Article II is amended to read as follows:

Article II. ITINERANT VENDORS / SOLICITORS

Article II, Sec. 12-16 is amended to read as follows:

Sec. 12-16 Definitions.

The following words, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Itinerant Vendor means any person, his agent, employee, servant or representative, who engages in the city in any temporary business of selling and delivering goods, wares, merchandise or personal property at any location on private property within the city and who, in furtherance of such purposes, uses or occupies any building, structure, motor vehicle, or public room in a hotel or motel, or any vacant lot or open space for the exhibition and sale of such goods, wares, merchandise or other personal property or for the purpose of securing orders for future delivery, and includes roadside food vendors.

Peddler means any person engaged in the business of going from house to house or place to place in the city soliciting, selling or taking orders for, or offering to sell or take orders for, any goods, wares, merchandise, services, photographs, magazines, or subscriptions to magazines, and shall also include any person who auctions or sells on the streets, sidewalks, or public property of the city any merchandise, produce, or thing of any character.

Solicitor means any person who attempts to make personal contact with a resident at his/her residence or owner of a business without prior specific invitation or appointment from the resident, for the primary

purpose of: (a) attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, or (b) solicit a donation for or against such cause.

Article II, Sec. 12-18 is amended to read as follows:

Sec. 12-18. License – Required.

It shall be unlawful for any person to be an itinerant vendor, peddler or solicitor, in the city, without possessing an unexpired license obtained from the city for that purpose.

Article II, Sec. 12-19, is amended to read as follows:

Sec. 12-19. Same – Application; contents.

- (a) The application for a license required by this article shall be made in writing to the city secretary during normal business hours. The permit shall be issued by the city secretary no later than 10 days after application, unless it is determined that:
 - 1. The applicant is required to register as a sex offender within this state, or any other state;
 - 2. The applicant has been convicted of a felony or a misdemeanor involving moral turpitude within the past seven (7) years; or
 - 3. Any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect.
- (b) The application shall be in a form as determined by the city manager, however will require at a minimum, the name, address and state identification number of the applicant, the kind of goods offered for sale, if any, and the period of time the applicant intends to sell or solicit in the city.
- (c) If the application is for an itinerant vendor, the application shall also include:
 - 1. The address where the temporary business will be carried on and include a letter from the property owner giving the vendor permission to use the property for selling and delivering goods, ware, or merchandise,
 - 2. A copy of the applicant's active limited sales and use tax permit,
 - 3. A copy of the applicant's state retail food permit, if applicable.

Article II, Sec. 12-21 is amended to read as follows:

Sec. 12-21. License Fee.

- (a) The fee for a license required by this article shall be as follows:

Term of License

Fee

One day	\$5.00
Seven days	\$10.00
30 days	\$20.00
Annual	\$75.00

(b) Non-profit organizations, and multi-vendor events not exceeding three days shall be exempt from the license fee requirements of this chapter.

Article II, Sec. 12-22 is amended to read as follows:

Sec. 12-22. Denial / Revocation of license.

Any license issued pursuant to this article may be revoked if the license holder is convicted of a violation of any provisions of this article or has knowingly made a false material statement in the application or otherwise becomes disqualified for the issuance under the terms of this article.

Upon denial or revocation of a license under this article, the city secretary shall immediately notify the applicant, or license holder, of the denial or revocation and the grounds for such denial or revocation. The applicant, or license holder, shall have ten (10) days from the date of revocation or denial in which to file written notice of appeal. In the case of a revocation of an existing license, notice of appeal shall constitute a stay of the revocation order until final determination is made.

Appeals shall be heard in open session by the city council at the soonest available meeting, subject to notice requirements. All decisions by the city council shall be final.

Article II, Sec. 12-23 is amended to read as follows:

Sec. 12-23. License to be displayed.

It shall be unlawful for an itinerant vendor, peddler or solicitor, to conduct business or solicit within the city without prominently displaying the license issued pursuant to this article.

Article II, Sec. 12-26 is added as follows:

Sec. 12-26. General prohibitions.

- (a) It shall be unlawful for any itinerant vendor, peddler or solicitor to solicit for a purpose other than that set out in the application upon which the license was issued.
- (b) It shall be unlawful for any, peddler or solicitor to:
 - 1. Enter onto any private property where the property has clearly posted in the front yard a sign, visible from the right of way, indicating a prohibition against peddling or soliciting.
 - 2. Remain upon any private property where a notice in the form of a sign or sticker indicating a prohibition against peddling or soliciting is placed upon any door or entrance leading into the residence or dwelling at which guests would normally enter, and which is clearly visible to the peddler or solicitor.

3. Use or attempt to use any entrance other than the front or main entrance, except by express invitation of the resident or occupant of the property.
4. Remove any yard sign, door or entrance sign that gives notice to such persons that the resident or occupant does not desire peddlers or solicitors.
5. Remain on property after the property owner, or the owner's designee, representative or agent, has instructed the peddler or solicitor to leave.
6. Engage in peddling or soliciting except between the hours of 8:00 a.m. and 7:00 p.m.

(c) It shall be unlawful for any person, group or organization to solicit funds from, or distribute any item to, occupants of motor vehicles that are being operated on any public street within the city. This item shall not apply to non-profit organizations who maintain a physical address within the city limits.

If any section, subsection, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Cisco, Texas hereby declares it would have enacted such remaining portions despite any invalidity.

Effective Date: This Ordinance shall be effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED on the first reading this the _____ day of _____, 2014.

PASSED AND APPROVED on the second reading this the _____ day of _____, 2014.

ATTEST:

James King, Mayor

Tammy Osborne, City Secretary

APPROVED AS TO FORM:

William B. Wright, City Attorney

ORDINANCE NO. 0-2025-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS, AMENDING CHAPTER 12 "LICENSES AND BUSINESS REGULATIONS" SPECIFICALLY SECTION 12-21 "LICENSE FEE" AMENDING FEES FOR ITINERANT VENDOR/SOLICITORS LICENSE FEES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CISCO, TEXAS:

Chapter 12, Licenses and Business Regulations, Article II is amended as follows:

Article II, Sec. 12-21 is amended to read as follows:

Sec. 12-21. License Fee.

(a) The fee for a license required by this article shall be as follows:

<i>Term of License</i>	<i>Fee</i>
One day	\$7.50
Seven days	\$11.50
30 days	\$25.00
Annual	\$100.00

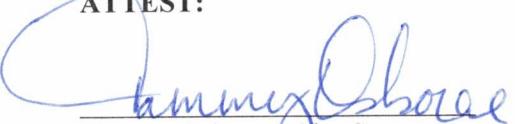
(b) Non-profit organizations shall be exempt from the license fee requirements of this chapter.

Effective Date: This Ordinance shall be effective on April 15, 2025 and upon publication as required by law.

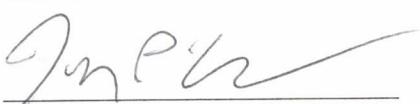
PASSED AND APPROVED on the first reading this the 14th day of April, 2025.

PASSED AND APPROVED on the second reading this the 20th day of April, 2025.

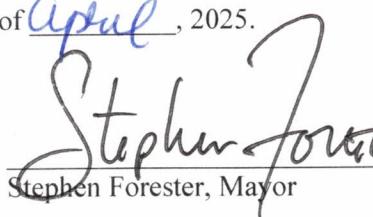
ATTEST:


Tammy Osborne, City Secretary

APPROVED AS TO FORM:


William P. Chesson, City Attorney




Stephen Forester, Mayor



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

Meeting Date: 01/26/26
Department: Cisco Municipal Airport
Requested By: Sarah Adams, City Manager
Presented By: Sarah Adams, City Manager

Agenda Item:

Consider and Discuss Cisco Municipal Airport.—Executive Session-551.072 Real Property

Narrative:

The Council will enter into Executive Session under Section 551.072 Real Property to discuss the Cisco Municipal Airport.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: Y or N/A

Exhibits:



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

Meeting Date: 01/26/26
Department: Administration
Requested By: Stephen Forester, Mayor
Presented By: Stephen Forester, Mayor

Agenda Item:

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

Narrative:

The Council will reconvene into open session and potentially take any desired action after the Executive Sessions for items discussed there.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: Y or N/A

Exhibits:



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

Meeting Date: **01/26/26**
Department: **City Development Corporation**
Requested By: **Tom Bailey, Executive Director**
Presented By: **Tom Bailey, Executive Director**

Agenda Item:

Consider and Discuss Approval of Extension of Commercial Lease Agreement by and Between the Cisco 4A Development Corporation and BHxCO, LLC, for Hangar #1 at the Cisco Municipal Airport, until 2028, with an Option to Extend to 2029.

Narrative:

Mr. Bailey is requesting to extend the lease through 2028 with an option to extend to 2029.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: Y/N or N/A

Exhibits:

Lease Agreement

**FIRST AMENDMENT
TO
LEASE AGREEMENT**

This **FIRST AMENDMENT TO LEASE AGREEMENT** (hereinafter referred to as the “First Amendment”) is made and entered into by and between the **CISCO 4A DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “Landlord”), and **BHxCO, LLC**, a Texas limited liability company (hereinafter referred to as the “Tenant”):

RECITALS:

WHEREAS, on or about October 14, 2022, the Landlord and Tenant entered into the original Lease Agreement (hereinafter referred to as the “Original Lease Agreement”) regarding certain real property located at 365 F.M. 2807, Hangar 1, City of Cisco, Eastland County, Texas (hereinafter referred to as the “Leased Premises”); and

WHEREAS, the Landlord and Tenant now desire to amend the term of the Original Lease Agreement by adding two (2) years to said Original Lease Agreement, and providing financial assistance in the amount of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) for the installation of a security fence to the Leased Premises, and amend the boundaries of the Leased Premises as described and/or depicted in ***Exhibit A*** of this First Amendment, which is attached hereto and is incorporated herein for all purposes.

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENT TO ORIGINAL LEASE AGREEMENT.

(a) **Amendment to Original Lease Agreement.** That Section 1 of the Original Lease Agreement is hereby amended to read as follows:

“Section 1. Leased Premises.

1.1 Landlord is the owner of land and improvements as further described and depicted in ***Exhibit A*** of this First Amendment, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as “Leased Premises”). Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.”

(b) **Amendment to Original Lease Agreement.** That Section 3.1 of the Original Lease Agreement is hereby amended to read as follows:

“3.1 Subject to all of the terms and conditions set forth herein, or in any appendix hereto, the term of this Lease shall be for a period from **November 1, 2022** (the “Commencement Date”), and end at 11:59 p.m. on **October 31, 2027** (the “Termination Date”) or on such earlier date as this Lease may terminate as provided herein.”

(c) **Amendment to Original Lease Agreement.** That Section 4 of the Original Lease Agreement is hereby amended to read as follows:

“Section 4. Rent.

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

**\$5,000.00 per month through October 31, 2023,
\$5,150.00 per month from November 1, 2023 to October 31, 2024
\$5,304.50 per month from November 1, 2024 to October 31, 2025
\$5,463.66 per month from November 1, 2025 to October 31, 2026
\$5,627.58 per month from November 1, 2026 to October 31, 2027**

**All rent will include pro-rated cost of insurance for the Leased Premises
based upon Landlord’s monthly invoice.**

**In the event Tenant renews this Lease for an optional three (3) year period in
accordance with Section 3.2 of this Lease, rent shall increase three percent
(3%) each year during this extended lease term.**

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

(d) **Amendment to Original Lease Agreement.** That Section 20.16 of the Original Lease Agreement is hereby added which shall read as follows:

“**20.16 Security Fencing.** Landlord covenants and agrees to provide to Tenant financial assistance in the amount of **Sixty-Five Thousand No/100 Dollars (\$65,000.00)** for the installation of a security fence to the Leased Premises. Landlord shall provide said financial assistance to Tenant within 90 days of the execution of this First Amendment. Tenant covenants and agrees that Landlord shall not be responsible for any damages related to the

extension of said security fence, such as, theft or construction, and that the Tenant shall take reasonable steps to ensure the safety of their property, inventory, and personnel.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this First Amendment:

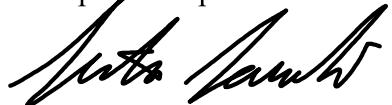
- (a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Eastland County, Texas. Venue for any action arising under this First Amendment shall lie in the state district courts of Eastland County, Texas.
- (c) **Assignment.** Neither Party shall have the right to assign its rights and/or obligations under this First Amendment, or any interest herein, without the prior written consent of the other Party.
- (d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Landlord warrants and represents that the individual executing this First Amendment on behalf of the Landlord has full authority to execute this First Amendment and bind the Landlord to the same. Tenant warrants and represents that the individual executing this First Amendment on Tenant's behalf has full authority to execute this First Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.
- (f) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the “Effective Date”) of this First Amendment shall be the date of the latter to execute this First Amendment by and between the Landlord and Tenant.
- (h) **Original Lease Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Lease Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.

- (i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

LANDLORD:

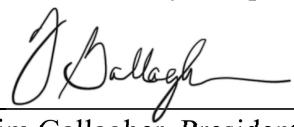
CISCO 4A DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: 
Justin Jaworski, Executive Director

Date Signed: 4-15-2024

TENANT:

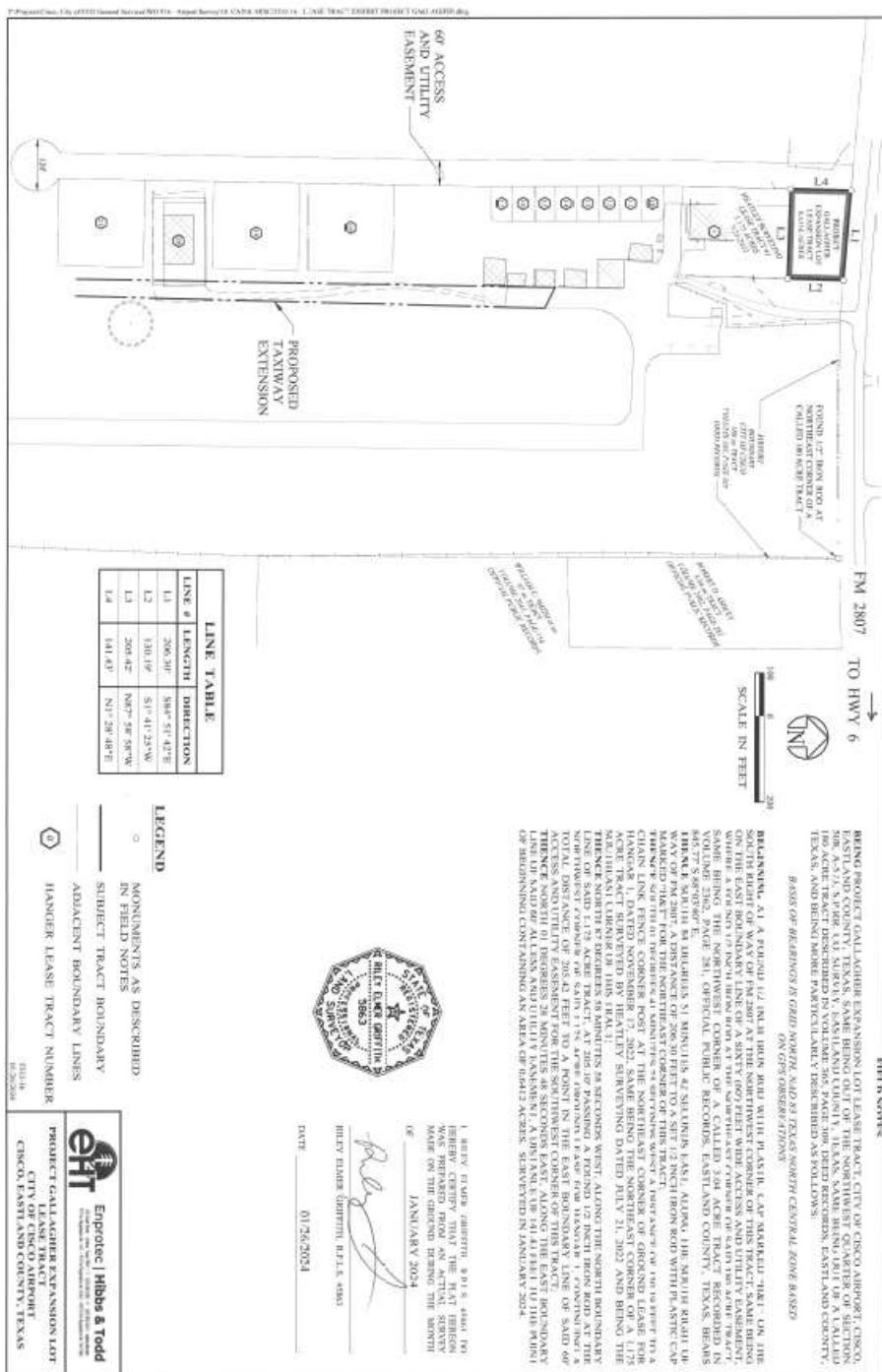
BHxCO, LLC,
a Texas limited liability company,

By: 
Tim Gallagher, President

Date Signed: 4/15/2024

Exhibit A

[Legal Description and/or Depiction
of the Leased Premises]





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

Meeting Date: **01/26/26**
Department: **City Development Corporation**
Requested By: **Tom Bailey, Executive Director**
Presented By: **Tom Bailey, Executive Director**

Agenda Item:

Consider and Discuss Appointing a Member to the Cisco Development Corporation and Cisco 4A Development Corporation Boards.

Narrative:

Mr. King has resigned his seat on the CDC & C4ADC Boards and the City Council must appoint a member to fill those vacancies.

Impacts (Citizen, Services, Financial, Personnel):

Legal Review: **Y** 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**