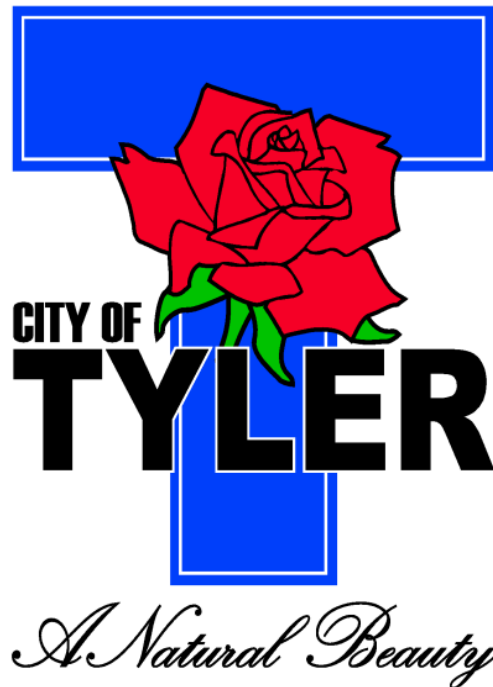


SPECIAL CALLED CITY COUNCIL MEETING AGENDA



**Wednesday, October 16, 2024
9:30 am**



CITY COUNCIL

Donald P. Warren, Mayor

Stuart Hene, District 1

Petra Hawkins, District 2

Dr. Shirley McKellar, District 3

James Wynne, District 4

Lloyd Nichols, District 5

Brad Curtis, District 6



SPECIAL CALLED CITY COUNCIL MEETING

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers

212 N. Bonner Avenue, 2nd Floor

Tyler, Texas

Follow us on Facebook Live at:

<https://www.facebook.com/CityofTylerTexas/>

Wednesday, October 16, 2024

9:30 am

Internet website <http://www.cityoftyler.org> and Cable Access Channel 3

Please call (903) 531-1250 if you need assistance with interpretation or translation for this City meeting.

Si usted necesita ayuda con la interpretación o traducción de cualquier material en este sitio o en una reunión pública de la Ciudad de Tyler por favor llame al (903) 531-1250.

AMERICANS WITH DISABILITIES ACT NOTICE

The City of Tyler wants to ensure that City Council Meetings are accessible to persons with disabilities. If any individual needs special assistance or accommodations in order to attend a City Council meeting, please contact the City Manager's Office at 903.531.1250, in advance so accommodations can be made.

COURTESY RULES

Thank you for your presence. The City Council appreciates your interest in Tyler City Government. To ensure fairness and orderly meetings, the Council has adopted rules of courtesy which apply to all members of the Council, Administrative Staff, News Media, Citizens and Visitors. If you wish to address the Council, please fill out the information on the IPAD located outside the Council Chambers. Speakers will be heard as the individual item(s) in which they have registered an interest come before the Council. Your remarks will be limited in duration depending on the number of people wanting to speak on a particular item. Comments to the City Council should only be made from the podium. This will ensure that the comments are picked up by the microphones and are made a part of the official record. Delay or interruption of the proceedings will not be tolerated.

INVOCATION

PLEDGE OF ALLEGIANCE

MISCELLANEOUS

- M-1** Request that the City Council consider the designation of Reinvestment Zone Number Fourteen (Hiland Dairy), City of Tyler, Texas, for industrial tax abatement, consider adoption of a Resolution nominating Hiland Dairy Foods, Inc. for designation as an Enterprise Project under the Texas Enterprise Zone Act, Texas Government Code Chapter 2303, and authorize the City Manager to finalize and enter into a tax abatement agreement with Hiland Dairy Foods, Inc. and to sign all documents necessary to implement the tax abatement agreement.

ADJOURNMENT



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: October 16, 2024

Subject: Request that the City Council consider the designation of Reinvestment Zone Number Fourteen (Hiland Dairy), City of Tyler, Texas, for industrial tax abatement, consider adoption of a Resolution nominating Hiland Dairy Foods, Inc. for designation as an Enterprise Project under the Texas Enterprise Zone Act, Texas Government Code Chapter 2303, and authorize the City Manager to finalize and enter into a tax abatement agreement with Hiland Dairy Foods, Inc. and to sign all documents necessary to implement the tax abatement agreement.

Item Reference: **Property Redevelopment and Tax Abatement Act; Texas Tax Code Chapter 312; Tyler City Code Sections 2-30 - 2-32.**

On May 8, the City Council accepted the Annual Review of City of Tyler tax abatements, which included the City of Tyler Reinvestment Zone Committee's report and abatement recommendation for Hiland Dairy's final year of its five-and-half-year tax abatement. As of December 31, 2023, Hiland invested \$14 million and added 86 new jobs at the Dairy facility, totaling 160 employees. Per the tax abatement agreement, they were eligible for the agreed-upon 50 percent abatement for 2024. This abatement included upgrading the Hiland Dairy facility at 200 N. Fuller Street in Tyler. The expansion and improvements project was expected to generate up to \$45 million in new investment and create up to 80 new jobs with an average pay of \$50,000 annually.

Hiland Dairy Foods Company is an award-winning processor and distributor of dairy foods and other beverages. Founded in 1938, the company is based in Springfield, Missouri. The company has approximately 4,000 employees and operates 19 processing plants in Arkansas, Kansas, Missouri, Nebraska, Oklahoma, and Texas, with 64 regional distribution centers. Hiland uses the latest high-tech robotics and other state-of-the-art technologies, ensuring that its milk typically goes from cow to table within 48 hours.

Hiland Dairy is farmer-owned, which ensures control of the quality and consistency of Hiland Dairy milk from farm to table. That is how the company knows its milk is fresh and pure, produced with no artificial growth hormones, and tested for antibiotics. Additionally, the quality and control process assures that Hiland's milk and dairy products are produced responsibly and sustainably. From water and energy conservation to recycling and animal care, Hiland's farmer-owners are committed to minimizing waste and environmental impact.

In February 2017, Hiland Dairy announced plans to expand its footprint and support economic

development in Tyler, Texas, by acquiring the manufacturing assets of Brookshire Grocery Company's ice cream, dairy, and water plants. Currently, Hiland is in the process of expanding and upgrading its dairy facility at 200 N. Fuller Street in Tyler.

The expansion and improvements project will generate up to \$98 million in new investment and create 30 new jobs. The average pay for the new positions is estimated to be \$66,000 per year. The project would add over 90,000 square feet of dry storage, refrigerated storage, and production space. In addition, the number of production lines would increase to eight with space for two additional lines in the future.

Job Requirements-----	By-----	Abatement for Tax Year
Maintain job base of 110-----	12/31/2025-----	100% for 2026
Add 10 new Qualified Jobs-----	12/31/2026-----	100% for 2027-2029
(total of 120 full-time jobs)		
Add 20 additional new Qualified Jobs-----	12/31/2029-----	80% for 2030-2032
(total of 140 full-time jobs)		
Maintain 140 full-time jobs-----	12/31/2032-----	50% for 2033-2034
Maintain 140 full-time jobs-----	12/31/2034-----	40% for 2035

On July 25, the City of Tyler Reinvestment Zone Committee considered a tax abatement based on an investment of \$99 million.

RECOMMENDATION:

It is recommended that the City Council consider the designation of Reinvestment Zone Number Fourteen (Hiland Dairy), City of Tyler, Texas, for industrial tax abatement, consider adoption of a Resolution nominating Hiland Dairy Foods, Inc. for designation as an Enterprise Project under the Texas Enterprise Zone Act, Texas Government Code Chapter 2303, and authorize the City Manager to finalize and enter into a tax abatement agreement with Hiland Dairy Foods, Inc. and to sign all documents necessary to implement the tax abatement agreement.

Attachments:

[Resolution](#)
[Hiland Dairy Abatement Agreement 2024](#)

Drafted/Recommended By:

Department Leader Heather Nick, AICP, Assistant City Manager

Edited/Submitted By:

City Manager

RESOLUTION R-2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, NOMINATING HILAND DAIRY FOODS, INC. TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS AN ENTERPRISE PROJECT ("PROJECT") UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE ("ACT"); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on August 25, 2010, the City of Tyler, Texas (the "City") previously passed Ordinance No. O-2010-89 electing to participate in the Texas Enterprise Zone Program, and the local incentives available under this Resolution are the same on this date as were outlined in Ordinance No. O-2010-89; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Hiland Dairy Foods, Inc. ("Hiland") has applied to the City for designation as an enterprise project; and

WHEREAS, the Office of the Governor Economic Development and Tourism (EDT) through the Economic Development Bank will consider Hiland as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones, economically disadvantaged individuals and veterans; and

WHEREAS, the City finds that Hiland meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds: (1) Hiland is a "qualified business" under Section 2303.402 of the Act since it is engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone and at least twenty-five percent (25%) of the business' new employees are residents of an enterprise zone, economically disadvantaged individuals or veterans; (2) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and (3) The designation of Hiland as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area; and

WHEREAS, the City finds that Hiland meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will retain a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Hiland Dairy Foods as an enterprise project pursuant to the Act;

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

PART 1: THAT the findings of the City and its actions approving this Resolution taken at the Council meeting are hereby approved and adopted and in effect.

PART 2: THAT the City finds that Hiland meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (a) Hiland is a "qualified business", as defined in Section 2303.402 of the Act, since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone in the governing body's jurisdiction and at least twenty-five percent (25%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- (b) There has been and will continue to be a high level of cooperation between public, private and neighborhood entities in the area; and
- (c) The designation of Hiland as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

PART 3: THAT the City nominates Hiland Dairy Foods, Inc. to the State of Texas for Enterprise status.

PART 4: THAT the enterprise project shall take effect on the date of designation of the enterprise project by the EDT and terminate five (5) years after the date of designation.

PART 5: THAT this Resolution shall become effective upon its passage and approval.

PASSED AND APPROVED this the 16th day of October, 2024.

DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

THE STATE OF TEXAS
COUNTY OF SMITH

I, _____, _____ of the City of
Tyler, Texas do hereby certify that the above and foregoing is a true and correct copy of Resolution
Number R-2024-__ passed by the City of Tyler City Council on this 16th day of October, 2024.

(City Seal)

Cassandra Brager
City Clerk

THE STATE OF TEXAS)

COUNTY OF SMITH)

AGREEMENT

This Agreement is entered into by and between the City of Tyler, Texas, a home rule city and municipal corporation of Smith County, Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY; the County of Smith, Texas, duly acting herein by and through its County Judge; and the Tyler Junior College District, duly acting herein by and through its President of the Board of Trustees; hereinafter referred to collectively as TAXING UNITS; and HILAND DAIRY FOODS, duly acting by and through its President, _____, hereinafter referred to as OWNER.

WITNESSETH

WHEREAS, on the 16th day of October, 2024, the City Council of the City of Tyler, Texas, approved Ordinance No. O-2024-____ designating Reinvestment Zone Number Fourteen (Hiland Dairy), City of Tyler, Texas, for industrial tax abatement, hereinafter referred to as the ORDINANCE, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as STATUTE; and

WHEREAS, the CITY has adopted an ordinance set out in Code Sections 2-30 through 2-33, stating that it elects to be eligible to participate in tax abatement, hereinafter referred to as the POLICY; and

WHEREAS, the POLICY constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY as contemplated by the STATUTE; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of the Tyler area to the long-term interest and benefit of the CITY and TAXING UNITS, in accordance with said ORDINANCE and STATUTE; and

WHEREAS, the contemplated use of the PREMISES, as hereinafter defined, the contemplated improvements to the PREMISES in the amount as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of said reinvestment zone, in accordance with the purposes for its creation, and are in compliance with the POLICY, ORDINANCE, and similar guidelines and criteria adopted by the CITY and all applicable law;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The property to be the subject of this Agreement shall be that property belonging to OWNER and described and shown on the maps attached hereto as EXHIBITS A-A1 and B made a part hereof and shall be hereinafter referred to as the PREMISES. The PREMISES are located entirely within the City of Tyler and within a statutorily qualified reinvestment zone.
2. The OWNER shall commence its Dairy Operation Improvements on the PREMISES (hereinafter referred to as IMPROVEMENTS) with total equipment, associated improvement, and installation costs of up to Ninety-Nine Million Dollars (\$99,000,000) which will be subject to abatement under this Agreement, as further described in EXHIBITS C-C2, made a part hereof. The OWNER shall have such additional time to

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

complete the IMPROVEMENTS as may be required in the event of "force majeure" if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, and strikes.

3. The proposed kind, number, and location of all IMPROVEMENTS are described in EXHIBIT C1-C2. In addition, layout plans showing the location of new equipment as planned are described in EXHIBIT C and will be provided to the office of the Smith County Appraisal District **prior to** commencement of construction. After completion of IMPROVEMENTS, the OWNER shall provide the Appraisal District with layout plans showing the IMPROVEMENTS as completed and shall certify in writing to the City of Tyler Reinvestment Zone Committee the costs of those facilities and other tangible personal property, and costs associated with installation of that property. Such certification shall be deemed to be incorporated by reference herein and made a part hereof for all purposes. OWNER's abatement may be denied or reduced for failure to provide the floor plans and certification in a timely manner (also see Paragraph 6).
4. The OWNER agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS as a good and valuable consideration of this Agreement. OWNER further covenants and agrees that all installation of the IMPROVEMENTS will be in accordance with all applicable state and local laws and regulations or valid waiver thereof. In further consideration, OWNER shall thereafter continuously operate and maintain during the term of the Agreement, except as excused because of "force majeure" events as defined above in Paragraph 2, the PREMISES as the engineering and consulting facility of OWNER. The PREMISES and the IMPROVEMENTS constructed thereon shall at all times during the term of this Agreement be used in a manner that is consistent with the City's general purpose of encouraging development in the Zone and the City's comprehensive zoning ordinance, as amended.
5. The OWNER agrees and covenants to show reasonable progress toward the creation of 30 new full-time equivalent Tyler-based JOBS by December 31, 2029, according to the conditions in Paragraph 12. OWNER will provide information on employment levels as of December 31 each year. Formal announcement of company closure may be cause for immediate termination of this Agreement.

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

6. Compliance with this tax abatement Agreement will be monitored by the City of Tyler Reinvestment Zone Committee on at least an annual basis. The OWNER will be required to provide written documentation upon request of the Committee on or before March 1 each year that reasonable progress has been made toward all of the requirements set forth in this Agreement. Each year's abatement during the term of this Agreement shall stand on its own. If the conditions for abatement are not substantially met for a year, the taxing entities may choose to terminate this Agreement, continue the Agreement without any abatement for that year, or reduce the amount of abatement according to the conditions in Paragraph 12. Further, the City of Tyler Reinvestment Zone Committee may recommend to the taxing entities a full yearly abatement if, after their review and in their opinion, substantial compliance by OWNER has been achieved.
7. In the event that (1) the IMPROVEMENTS and additional JOBS for which the Reinvestment Zone has been created are not completed substantially in accordance with this Agreement, and subject to the conditions listed in Paragraph 12, or (2) OWNER allows its ad valorem taxes owed the CITY or TAXING UNITS to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (3) OWNER breaches any other material terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the OWNER defaults in its performance of (1), (2), or (3) above, then the CITY or TAXING UNITS shall give the OWNER written notice of such default and, if the OWNER has not cured such default within thirty (30) days of said written notice, or if such default cannot be cured by the payment of money and cannot with due diligence be cured within a ninety (90) day period owing to causes beyond the control of the OWNER, this Agreement may be terminated or modified by the CITY or TAXING UNITS. Notice shall be in writing and shall be delivered by personal delivery or certified mail to OWNER, at its Tyler address of record with a copy to OWNER'S corporate headquarters located at 830 East Primrose Street, Springfield, Missouri, 65807. As liquidated damages, in the event of default and subject to the terms of Paragraph 6, all taxes for the year of default which otherwise would have been paid to the CITY and TAXING UNITS without the benefit of abatement under this Agreement (but without the addition of penalty; interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas) will become a debt to the CITY and TAXING UNITS and shall be due, owing, and paid to the CITY and TAXING UNITS within sixty (60) days of the expiration of the above mentioned applicable cure period as the sole remedy of the CITY and TAXING UNITS, subject to any and all lawful offsets, settlements, deductions, or credits to which OWNER may be entitled. In the event a debt is created, the City of Tyler Reinvestment Zone Committee shall consider all factors in determining whether to recommend the debt be collected and the terms of that collection. The parties acknowledge that actual damages, in the event of default and termination, would be speculative and difficult to determine.
8. The CITY and TAXING UNITS each represent and warrant that the PREMISES do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving or having responsibility for the approval of this Agreement.

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

9. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. The Agreement cannot be assigned by OWNER unless written permission is first granted by the CITY and TAXING UNITS, which permission shall be at the sole discretion of the CITY and TAXING UNITS, except under the following conditions:
 - A. Assignment to a wholly-owned subsidiary of OWNER or its parent company is permissible.
 - B. A transfer of interest, under a "Sale and Lease Back", is permissible wherein OWNER or a wholly-owned subsidiary or affiliate of OWNER shall continue to conduct business on the subject PREMISES.
10. It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the CITY and TAXING UNITS assume no responsibilities or liabilities in connection therewith to third parties, and OWNER agrees to indemnify and hold CITY and TAXING UNITS harmless therefrom; it is further understood and agreed among the parties that the CITY and the TAXING UNITS, in performing their obligations hereunder, are each acting independently, and OWNER assumes no responsibilities or liabilities in connection therewith to third parties, and, to the extent permitted by law, the CITY and TAXING UNITS agree to indemnify and hold OWNER harmless therefrom.
11. The OWNER further agrees that the CITY and TAXING UNITS, their agents and employees, shall have reasonable right of access to the PREMISES to inspect the IMPROVEMENTS in order to ensure that the construction of the IMPROVEMENTS is in accordance with this Agreement and all applicable state and local laws and regulations or valid waiver thereof. After completion of the IMPROVEMENTS and until the expiration of this Agreement, the CITY and TAXING UNITS shall have the continuing right to inspect the PREMISES subject to reasonable security requirements of the OWNER, to ensure that the PREMISES are thereafter maintained and operated in accordance with this Agreement.
12. Subject to the terms and conditions of this Agreement, and subject to the rights and holders of any outstanding bonds of the CITY and TAXING UNITS, a portion of ad valorem real and personal property taxes from the PREMISES otherwise owed to the CITY and TAXING UNITS shall be abated. Said abatement shall be an amount equal to a fixed percentage as defined below of the taxes assessed upon the increased value of the IMPROVEMENTS to the PREMISES up to Ninety-Nine Million Dollars (\$99,000,000) over the value in the year in which this Agreement is executed, or the appropriate depreciated value thereafter, and in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof; provided that the OWNER shall have the right to protest and/or contest any assessment of the PREMISES and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Said abatement shall extend for a period of 10 years beginning the 1st day of January 2026. In accordance with the above, the abatement shall be 100% for tax year 2026, provided that the employment base of 110 is maintained by December 31, 2025. The abatement shall be 100% for tax years 2027-2029, provided at least 10 new Qualified Jobs have been created by December 31, 2026. The abatement shall be 80% for tax years 2030-2032, provided that at least 30 total new Qualified Jobs have been

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

created by December 31, 2029 (including the 10 created by December 31, 2026). The abatement shall be 50% for tax years 2033-2034, provided that at least 140 full-time jobs are located at the PREMISES on December 31, 2032. The abatement shall be 40% for tax year 2035, provided that at least 140 full-time jobs have been maintained by December 31, 2034. Subject to the review and recommendation of the City of Tyler Reinvestment Zone Committee, the percentage of abatement, shall be based upon the prior year's employment at December 31 divided by the job goal for that year (full-time Qualified Jobs). (Example: If OWNER has 80 Qualified Jobs at 12/31/2025, that would be $80/110 = 73\%$ for tax year 2026.) Notwithstanding the above and in accordance with Section 6 of this agreement, in the event OWNER fails to achieve at least forty percent (40%) of the new Qualified Job compliance on December 31 of the prior year, the City of Tyler Reinvestment Zone Committee shall discuss and then vote as to a recommendation to the taxing entities for possible termination, continuation or revision of this Agreement.

<u>job requirements</u>	<u>by</u>	<u>abatement for tax year</u>
Maintain job base of 110	12/31/2025	100% for 2026
add 10 new Qualified Jobs (total of 120 fulltime jobs)	12/31/2026	100% for 2027-2029
add 20 additional new Qualified Jobs (total of 140 fulltime jobs)	12/31/2029	80% for 2030-2032
Maintain 140 fulltime jobs	12/31/2032	50% for 2033-2034
Maintain 140 fulltime jobs	12/31/2034	40% for 2035

13. The term shall be from January 1, 2026, through December 31, 2035.
14. This Agreement was authorized by the City Council at its Council meeting on the October 16, 2024, authorizing the City Manager to execute the Agreement on behalf of the City.
15. This Agreement was authorized by the Minutes of the Commissioners Court of Smith County, Texas, at its meeting on the _____, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Smith County.
16. This Agreement was authorized by the Minutes of the Board of Trustees of the Tyler Junior College District at its Board Meeting on the _____, whereupon it was duly determined that the Board President would execute the Agreement on behalf of the Tyler Junior College District.
17. This Agreement was entered into by HILAND DAIRY FOODS for which President _____ is authorized to execute this Agreement on behalf of OWNER, a copy of which Certification is attached hereto as EXHIBIT D.
18. This shall constitute a valid and binding Agreement between the CITY, TAXING UNITS, and OWNER, when executed in accordance herewith and constitutes the entire agreement between the parties and shall supersede all previous understandings, agreements and representations, either oral or written, between the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding unless by written agreement of the parties and signed by their duly authorized representatives in which express reference is made to the provision of this Agreement being so modified.

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

This Agreement is performable in Smith County, Texas. Witness our hands this 16th Day of October 2024.

ATTEST: CITY OF TYLER, TEXAS

CITY CLERK

CITY MANAGER

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST: COMMISSIONERS COURT OF SMITH COUNTY

COUNTY CLERK

COUNTY JUDGE

APPROVED AS TO FORM:

ATTORNEY FOR COMMISSIONERS COURT OF SMITH COUNTY, TEXAS

ATTEST: TYLER JUNIOR COLLEGE DISTRICT

SECRETARY, BOARD OF TRUSTEES

PRESIDENT OF THE BOARD OF TRUSTEES

APPROVED AS TO FORM:

ATTORNEY FOR TYLER JUNIOR COLLEGE DISTRICT

HILAND DAIRY FOODS

PRESIDENT

AGREEMENT
CITY/TAXING UNITS/HILAND DAIRY FOODS

Exhibit D

Certificate of Authorization

Hiland Dairy Foods

As President of HILAND DAIRY FOODS, I, _____, am authorized to sign the Agreement for Tax Abatement on Hiland's expansion project.

Name: _____

Signature: _____
Hiland Dairy Foods