NOTICE OF REGULAR CITY COUNCIL MEETING

CITY OF YANTIS, TEXAS
6:00 P.M., MAY 26, 2026
YANTIS CITY HALL
103 CITY CIRCLE
YANTIS, TEXAS

Notice is hereby given that the City Council of the City of Yantis, Texas will hold a REGULAR MEETING at the above-named date, time, and location for the purpose of discussion, consideration, and action on all items listed below.

1. ***CALL TO ORDER***
2. ***INVOCATION***
3. ***PLEDGE OF ALLEGIANCE***
4. ***ISSUE CERTIFICATE OF ELECTED/APPOINTED COUNCILPERSONS AND ADMINISTER OATH OF OFFICE***
5. ***DISCUSS/CONSIDER ACTION:*** Appoint Person to Fill Vacant City Council Seat
6. ***DISCUSS/CONSIDER ACTION:*** YVFD Report (Wesley Crist)
7. ***DISCUSS/CONSIDER ACTION:*** Water/Sewer/Maintenance Report (David Freeman)
8. ***DISCUSS/CONSIDER ACTION:*** Possible Zoning Change for Eric Freeman Property (Clayton St/Farm Road 2966)
9. ***DISCUSS/CONSIDER ACTION:*** Municipal Maintenance Agreement with TxDOT
10. ***DISCUSS/CONSIDER ACTION:*** Update from Attorney
11. ***DISCUSS/CONSIDER ACTION:*** Consent Items
    - Minutes from Previous Meetings: April 28, 2026
    - Review & Submit for April 2026 Financial Reports
    - Approval of May 2026 Paid & Due Bills

ADJOURN

John D. Norris III by Tonya Norris
MAYOR

NOTES TO THE AGENDA:
The Council may vote and/or act upon each of the items listed in this Agenda.
The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.
Persons with disabilities who plan to attend this meeting and who need assistance should contact Tonya Norris at (903) 383-2610 two working days prior to the meeting so that appropriate arrangements can be made.
If during the course of the meeting covered by this notice, the Council should determine that a closed or executive meting or session of the Council is required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 Texas Government Code will be held by the Council at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Council may conveniently meet in such closed or executive meeting or session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 through 551.076 Texas Government Code. Should any final decision, or final vote be required in the opinion of the Council with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be at either:
The open meeting covered by this notice upon the reconvening of this public meeting, or
At a subsequent public meeting of the Council upon notice therefore; as the Council shall determine.

This is to certify that I, TONYA NORRIS, posted this Agenda on the glass front door of the Yantis City Hall, 103 City Circle, Yantis, Texas, on the 22nd *day of* May *2026, at* 2:00pm.

Tonya Norris
City Secretary

REGULAR CITY COUNCIL MEETING
CITY OF YANTIS, TEXAS
MAY 26, 2026

MINUTES

On the above date the City Council met in Regular Session with the following members Mayor John D. Norris, III, Mayor Pro-Tem Julie Mattox, Council Member Reed Gammill, Council Member Ken Sharp, Council Member Stephen Judkins Council Member Ryan Glenn. A list of guests is attached to these minutes.

Mayor Norris called the meeting to order at 6:01 p.m.

David Freeman led the City Council and guests in a word of prayer.

Mayor Norris led the Pledge of Allegiance.

TREASURY REPORT:

As of May 1, 2026, the following checkbooks had a balance of:

CITY OF YANTIS	$ 31,162.07
YANTIS WATER DEPARTMENT	$ 117,499.18
C.D. BALANCE (CNB)	$ 233,347.52
SCARBOROUGH PARK	$ 1,346.72
YANTIS EDC	$ 57,162.89
LOAN BALANCE	$(123,239.80)

APPOINT PERSON TO FILL VACANT CITY COUNCIL SEAT

Council Member Gammill moved to appoint Ryan Glenn to fill the vacant city council seat (2 year term). Council Member Judkins seconded the motion. Motion carried. (4-0)

ISSUE CERTIFICATE OF ELECTED/APPOINTED COUNCILPERSON AND ADMINISTER OATH OF OFFICE

Newly elected/appointed council members were issued Certificates of Election and signed the Statement of Officer forms. Mayor Norris administered the Oath of Office to all there members, Stephen Judkins, Ken Sharp, Ryan Glenn.

YANTIS VOLUNTEER FIRE DEPARTMENT REPORT-WESLEY CRIST

Fire Chief Wesley gave verbal comments on his written report. The report is attached to the minutes.

WATER & SEWER REPORT BY DAVID FREEMAN

- 2.30 million gallons pumped.
- 1.8 million gallons sold.

- Sewer numbers have been bad lately due to weather conditions.
- We have a company from Tyler that will be inspecting all fire hydrants this month. We know that a couple will need a total rebuilding. Will keep the council updated on the findings.

POSSIBLE ZONING CHANGE FOR ERIC FREEMAN PROPERTY (CLAYTON ST/FARM ROAD 2966)

For the project that Mr. Freeman wishes to construct a ze-zoning would be necessary. The attorney suggested making the change to Agriculture and then Mr. Freeman could proceed with a Special Use Permit (SUP). After discussing, Mayor Norris asked Mr. Freeman to submit a detailed site plan for review and then we could schedule a workshop for review/discussion if necessary. No action was taken.

MUNICIPAL MAINTENCANCE AGREEMENT WITH TxDOT

Mayor Pro-Tem Mattox made a motion to approve the Municipal Maintenance Agreement with TxDot. Council Member Gammill seconded the motion. Motion carried. (5-0)

UPDATE FROM ATTORNEY

Attorney Sara stated that starting July 1, 2026, food truck venders do not need food permits by each city. They will only need a permit from the State of Texas. Need to consider possible language amendment for the vendor ordinance to comply with these new regulations.

Mayor Pro-Tem Mattox left at 6:55 p.m.

CONSENT ITEMS:

- ***Minutes from April 28, 2026, regular meeting***
  Council Member Gammill moved to approve the minutes as presented. Council Member Sharp seconded the motion. Motion carried. (5-0)
- ***Review & Submit for Audit April 2026 Financial Reports***
  Council Member Judkins moved to approve the financial reports as presented and Council Member Glenn seconded the motion. Motion carried. (4-0)
- ***Approval of May 2026 Paid & Due Bills***
  Council Member Gammill moved to pay the bills and Council Member Sharp seconded the motion. Motion carried. (4-0)

ADJOURN

Council Member Glenn moved to adjourn the meeting and Council Member Judkins seconded the motion. Motion carried. (4-0). Mayor Norris thanked everyone for coming and adjourned the meeting at 7:03 p.m.

MAYOR

CITY SECRETARY

Items for next agenda:

2

May 26 , 2026 – City Council Meeting

(Please Sign in Below)

Idalyn Rodriguez
Eric Freeman

Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

STATEMENT OF OFFICER

Statement

I, RYAN GLENN, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: CITY COUNCIL PERSON

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 5/26/26

Signature of Officer

Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, RYAN GLENN, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of YANTIS CITY COUNCIL PERSON of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Ryan Glenn

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Wood

Sworn to and subscribed before me on this 26th day of May, 2026.

(Affix Notary Seal, only if oath administered by a notary.)

BLANCA REYNA
My Notary ID # 133782263
Expires May 25, 2030

Blanca Reyna

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

BLANCA REYNA

Printed or Typed Name

Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

STATEMENT OF OFFICER

Statement

I, STEVE JUDKINS, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: CITY COUNCIL PERSON

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 5/26/26

Steve Judkins
Signature of Officer

Form #2204 Rev 9/2017

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569

Filing Fee: None

This space reserved for office use

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, STEVE JUDKINS, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of YANTIS CITY COUNCIL PERSON of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Steve Judkins
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas
County of Wood

Sworn to and subscribed before me on this 26th day of May, 2026.

(Affix Notary Seal, only if oath administered by a notary.)

BLANCA REYNA
My Notary ID # 133782263
Expires May 25, 2030

Blanca Reyna
Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

BLANCA REYNA
Printed or Typed Name

Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

STATEMENT OF OFFICER

Statement

I, KEN SHARP, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: CITY COUNCIL PERSON

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 5/26/26

Signature of Officer

Form #2204 Rev 9/2017

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None

This space reserved for office use

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, KEN SHARP, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of YANTIS CITY COUNCIL PERSON of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas
County of Wood

Sworn to and subscribed before me on this 26th day of May, 2026.

(Affix Notary Seal, only if oath administered by a notary.)

BLANCA REYNA
My Notary ID # 13378226
Expires May 25, 2030

BLANCA REYNA
My Notary ID # 133782263
Expires May 25, 2030

Blanca Reyna

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

BLANCA REYNA

Printed or Typed Name

CITY COUNCIL REPORT

May 26, 2026

I. REPORT OF CALLS FOR THE MONTH:

A. Calls for the month of March 2026 were Meeting – 1, Medicals – 13, Trainings-2, MVC-3, RV Fire-1, Structure Fires-2, Grass Fire-1, Equipment Fire-1, Landing Zone-1, Investigation-1, Down Power Line-1. Total calls 27, total man hours were 187.00.

B. Used 1,000- gallons of water for the month of April.

II. Community Events:

A. Lion's Club Fish Fry

B. Low-cost vaccination clinic

III. Truck:

A. Received word the other day concerning the new truck that we have ordered.

B. Wall has been removed and ready to receive the truck when it is completed.

Submitted by: Washington Chief #1601

Date: May 26, 2026

YANTIS FIRE DEPARTMENT ACTIVITY REPORT

DATE:	INCIDENT:	MEMBERS RESPONDING:	TIME ON CALL:	TOTAL MAN HOURS:
4/3/2026	MEDICAL	3	0.75	2.25
4/6/2026	INVESTIGATION	2	0.50	1.00
4/6/2026	STRUCTURE FIRE	2	0.25	0.50
4/7/2026	MVC	5	1.00	5.00
4/7/2026	MEETING	15	2.00	30.00
4/8/2026	GRASS FIRE	5	2.00	10.00
4/8/2026	LAWN MOWER FIRE	4	0.50	2.00
4/11/2026	MA COKE RV FIRE	4	1.00	4.00
4/11/2026	LANDING ZONE	5	1.00	5.00
4/13/2026	MEDICAL	1	0.50	0.50
4/13/2026	MEDICAL	3	2.00	6.00
4/13/2026	MVC	9	2.00	18.00
4/14/2026	MEDICAL	2	1.00	2.00
4/14/2026	MEDICAL	2	0.50	1.00
4/14/2026	MEDICAL	11	1.00	11.00
4/14/2026	TRAINING	11	2.00	22.00
4/15/2026	MEDICAL	1	1.00	1.00
4/15/2026	MEDICAL	2	0.50	1.00
4/17/2026	MEDICAL	3	0.75	2.25
4/18/2026	MEDICAL	2	0.50	1.00
4/19/2026	MVC	8	2.00	16.00
4/21/2026	TRAINING	13	2.00	26.00
4/22/2026	MA COKE BARN FIRE	8	1.50	12.00
4/24/2026	DOWN POWER LINE	3	1.00	3.00
4/24/2026	MEDICAL	3	0.50	1.50
4/26/2026	MEDICAL	4	0.50	2.00
4/30/2026	MEDICAL	4	0.25	1.00

TOTAL CALLS: 27

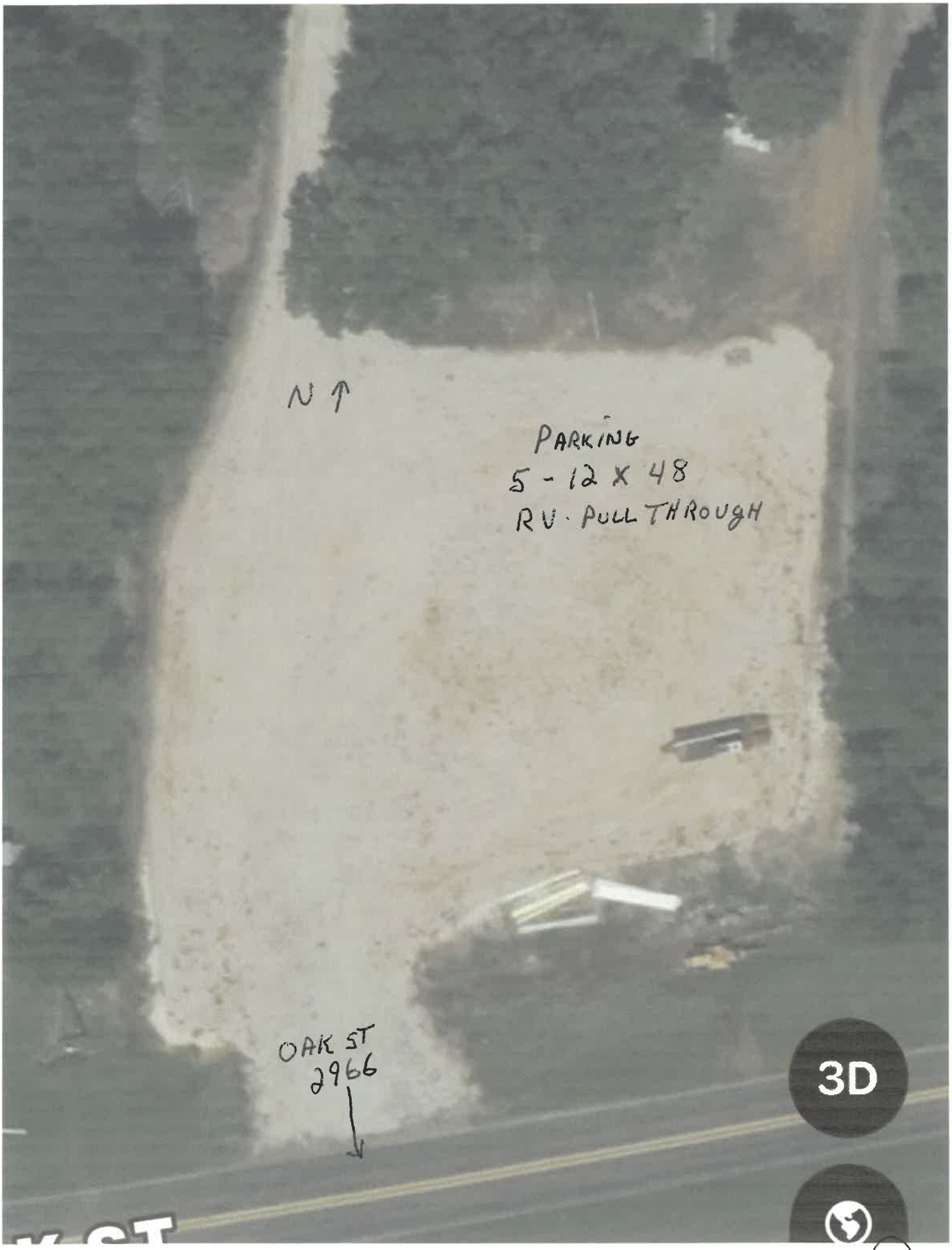
TOTAL MAN HOURS: 187.00

OFFICER'S SIGNATURE: Washington Chief #1601

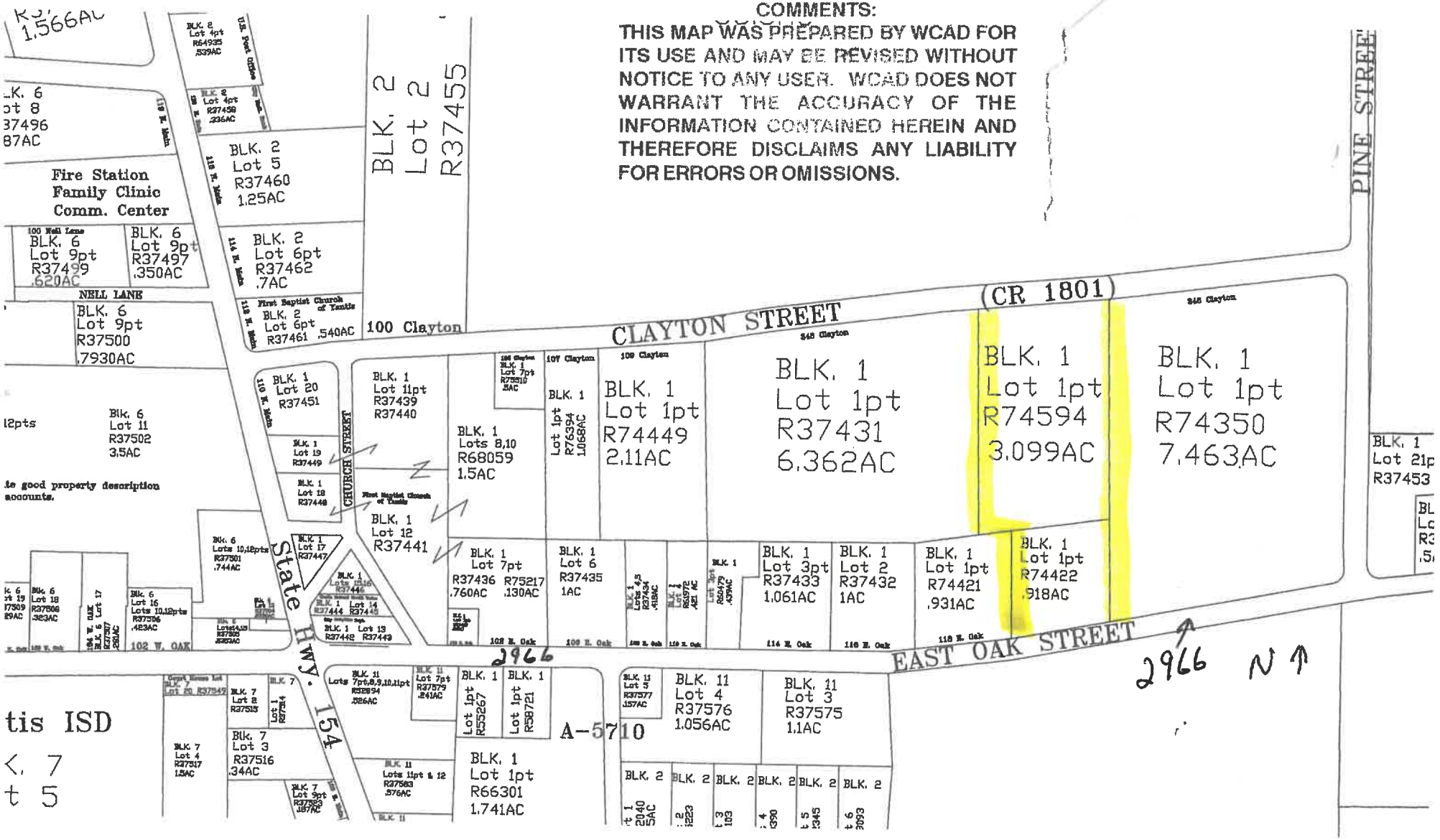
Eric Freeman · 225-202-7158

Parking

Zoning Issues

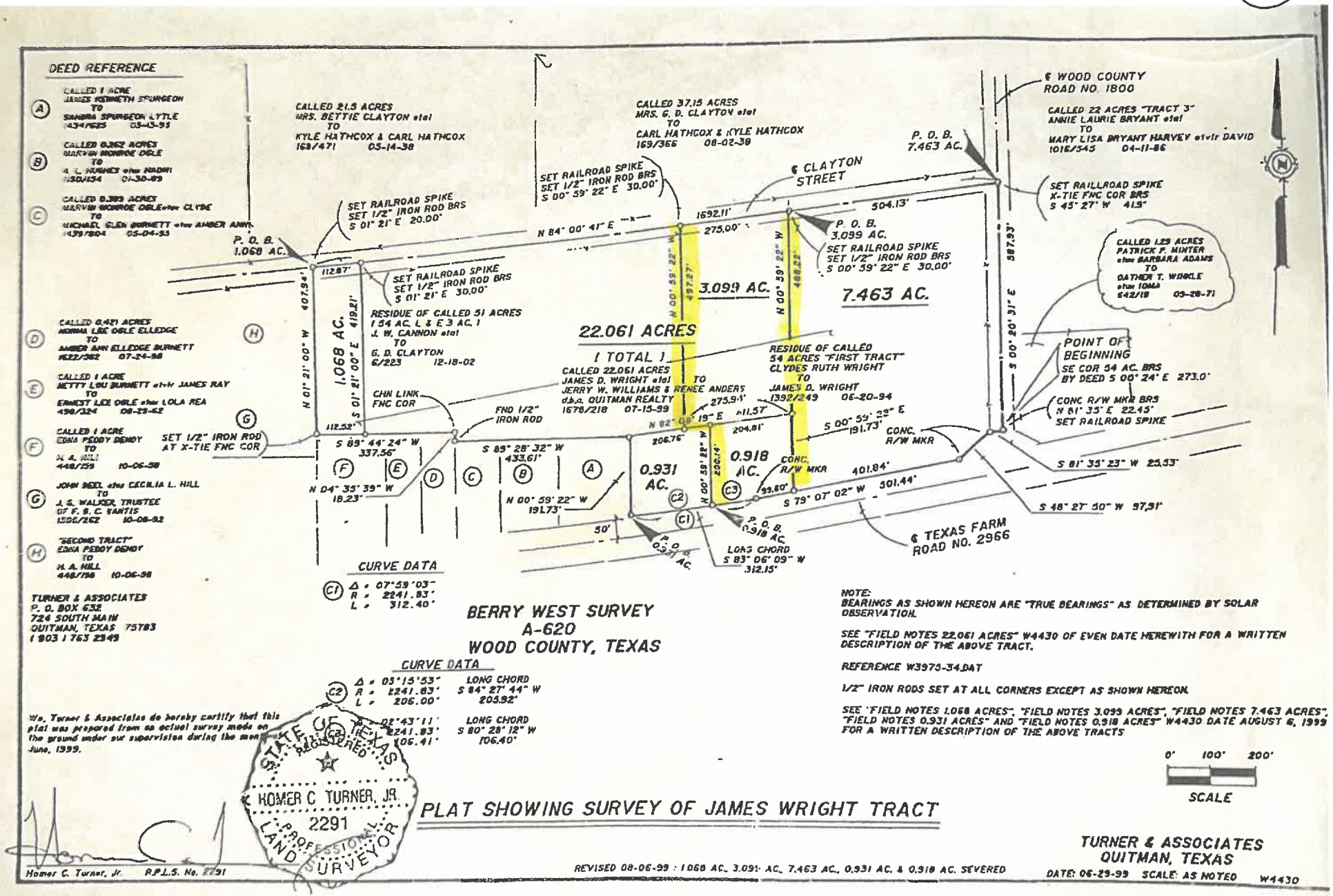

N
PARKING
5 - 12 X 48
RV · PULL THROUGH
OAK ST
2966
3D

N 3



City of Yantis

3


DEED REFERENCE
A CALLED 1 ACRE JAMES KENNETH SPURGEON TO SANDRA SPURGEON LYTLE 1434/625 05-13-93
B CALLED 0.362 ACRES MARVIN MONROE OBLE TO A. L. HUGHES ether MADRI 1430/134 01-30-89
C CALLED 0.389 ACRES MARVIN MONROE OBLE ether CLYDE TO MICHAEL GLEN BURNETT ether AMBER ANN 1439/804 05-04-93
D CALLED 0.421 ACRES NORMA LEE OBLE ELLEDGE TO AMBER ANN ELLEDGE BURNETT 1622/362 07-24-98
E CALLED 1 ACRE BETTY LOU BURNETT ether JAMES RAY TO ERNEST LEE OBLE ether LOLA REA 436/324 08-23-62
F CALLED 1 ACRE EDNA PEDDY DENDY TO M. A. HILL 448/159 10-06-58
G JOHN BEEL ether CECILIA L. HILL TO J. S. WALKER, TRUSTEE OF F. & C. YANTIS 1536/262 10-08-92
H "SECOND TRACT" EDNA PEDDY DENDY TO M. A. HILL 448/158 10-06-58
CALLED 21.5 ACRES MRS. BETTIE CLAYTON etal TO KYLE HATHCOX & CARL HATHCOX 168/471 05-14-38
CALLED 37.15 ACRES MRS. G. D. CLAYTON etal TO CARL HATHCOX & KYLE HATHCOX 169/366 08-02-38
RESIDUE OF CALLED 51 ACRES 1.54 AC. L & E 3 AC. J. W. CANNON etal TO G. D. CLAYTON 6/223 12-18-02
CALLED 22.061 ACRES JAMES D. WRIGHT etal TO JERRY W. WILLIAMS & RENEE ANDERS d.b.a. QUITMAN REALTY 1678/218 07-15-99
RESIDUE OF CALLED 54 ACRES "FIRST TRACT" CLYDES RUTH WRIGHT TO JAMES D. WRIGHT 1392/249 06-20-94
CALLED 22 ACRES "TRACT 3" ANNIE LAURIE BRYANT etal TO MARY LISA BRYANT HARVEY etvir DAVID 1016/543 04-11-86
CALLED 1.25 ACRES PATRICK F. MINTER ether BARBARA ADAMS TO GATHER T. WINKLE ether IONIA 642/18 03-26-71
℄ WOOD COUNTY ROAD NO. 1800
℄ CLAYTON STREET
℄ TEXAS FARM ROAD NO. 2966
P. O. B. 1.068 AC.
P. O. B. 3.099 AC.
P. O. B. 7.463 AC.
P. O. B. 0.931 AC.
P. O. B. 0.918 AC.
SET RAILROAD SPIKE SET 1/2" IRON ROD BRS S 01° 21' E 20.00'
SET RAILROAD SPIKE SET 1/2" IRON ROD BRS S 00° 59' 22" E 30.00'
SET 1/2" IRON ROD AT X-TIE FNC COR
FND 1/2" IRON ROD
CHN LINK FNC COR
1.068 AC.
3.099 AC.
7.463 AC.
22.061 ACRES (TOTAL)
0.931 AC.
0.918 AC.
POINT OF BEGINNING SE COR 54 AC. BRS BY DEED S 00° 24' E 273.0'
CONC R/W MKR BRS N 81° 35' E 22.45' SET RAILROAD SPIKE
CONC. R/W MKR
N 84° 00' 41" E 1692.11'
N 84° 00' 41" E 504.13'
N 01° 21' 00" W 407.54'
S 01° 21' 00" E 419.21'
S 00° 20' 31" E 887.93'
N 00° 59' 22" W 497.27'
N 00° 59' 22" W 488.22'
S 00° 59' 22" E 191.73'
N 82° 08' 15" E 275.91'
S 89° 44' 24" W 337.56'
S 89° 28' 32" W 433.61'
N 04° 35' 39" W 18.23'
N 00° 59' 22" W 191.73'
S 79° 07' 02" W 301.44'
S 81° 35' 23" W 25.53'
S 48° 27' 50" W 97.91'
CURVE DATA
C1 Δ = 07°59'03" R = 2241.83' L = 312.40' LONG CHORD S 83° 06' 09" W 312.15'
C2 Δ = 05°15'53" R = 2241.83' L = 206.00' LONG CHORD S 84° 27' 44" W 205.92'
C3 Δ = 02°43'11" R = 2241.83' L = 106.41' LONG CHORD S 80° 28' 12" W 106.40'
TURNER & ASSOCIATES P. O. BOX 632 724 SOUTH MAIN QUITMAN, TEXAS 75783 (903) 763 2949
BERRY WEST SURVEY A-620 WOOD COUNTY, TEXAS
NOTE: BEARINGS AS SHOWN HEREON ARE "TRUE BEARINGS" AS DETERMINED BY SOLAR OBSERVATION.
SEE "FIELD NOTES 22.061 ACRES" W4430 OF EVEN DATE HEREWITH FOR A WRITTEN DESCRIPTION OF THE ABOVE TRACT.
REFERENCE W3973-34.DAT
1/2" IRON RODS SET AT ALL CORNERS EXCEPT AS SHOWN HEREON.
SEE "FIELD NOTES 1.068 ACRES", "FIELD NOTES 3.099 ACRES", "FIELD NOTES 7.463 ACRES", "FIELD NOTES 0.931 ACRES" AND "FIELD NOTES 0.918 ACRES" W4430 DATE AUGUST 6, 1999 FOR A WRITTEN DESCRIPTION OF THE ABOVE TRACTS
We, Turner & Associates do hereby certify that this plat was prepared from an actual survey made on the ground under our supervision during the month of June, 1999.
STATE OF TEXAS REGISTERED HOMER C. TURNER, JR. 2291 PROFESSIONAL LAND SURVEYOR
Homer C. Turner, Jr. R.P.L.S. No. 2291
0' 100' 200' SCALE
PLAT SHOWING SURVEY OF JAMES WRIGHT TRACT
REVISED 08-06-99 : 1.068 AC., 3.099 AC., 7.463 AC., 0.931 AC. & 0.918 AC. SEVERED
TURNER & ASSOCIATES QUITMAN, TEXAS
DATE: 06-29-99 SCALE: AS NOTED W4430

THE NO LIST

NO - Storage Sheds
NO - overnight Camping
NO - Working on Vehicles

NOT A SCRAP OR JUNK YARD
I LIVE HERE

Entry - Exit will accommodate long Vehicles. No sticking out in The road. I own Semi Truck and Trailer.

6

Texas Department of Transportation

205 NE Loop 564 | Mineola, Texas 75773
903.569.2349
txdot.gov

May 14, 2026

The Honorable John D. Norris, III
City Mayor
P.O. Box 245
Yantis, Tx 75497

RE: Municipal Maintenance Agreement - New

Dear Mayor Norris,

From reviewing our records, it has been some time since the last execution of the Municipal Maintenance Agreement (MMA) between the City of Yantis and the State of Texas. It is prudent for both parties to renew these types of agreements to ensure roles and responsibilities are understood. Things change within the different organizations along with individuals that are responsible for overseeing the different roles and responsibilities.

In accordance with Texas Transportation Code (TTC), Chapter 311, jurisdiction of highways, streets, or roads within an incorporated city rests with the governing body of the incorporated city except on those declared as controlled access highways by the Texas Transportation Commission. It is necessary to enter into an agreement with the incorporated city for authority to construct, reconstruct, maintain, control, supervise and regulated the designated highways within the city's limits and to establish the responsibilities of the department and the city in accordance with the Minute Order 58588.

In addition to the agreement, it is necessary to secure a copy of the authorization for the city to enter into an agreement. Typically, this authorization is a resolution or ordinance (see attached Form 1038), officially verified by the city secretary. Please have the City Council review and pass this agreement and return all copies of both the agreement and resolution/ordinance to us for further handling, along with a current map of the City. The agreement execution dates should be left blank and will be completed after execution by our District office. A fully-executed copy of the agreement will be returned to you for your files once complete.

Should you have any questions or would like an electronic version of the Form 1038, please feel free to contact me at (903) 569-2349 or Lance.Pomykal@txdot.gov.

Sincerely,

Lance L. Pomykal P.E.

Lance L. Pomykal, P.E.
Area Engineer
Texas Department of Transportation
Mineola Area Office

Encl: 1

Texas Department of Transportation

MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this 26th day of May 2026, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of Yantis (population 405, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.

2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.

4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.

6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.

5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.

   A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices

   B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.

   C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.

   D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.

6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.

   A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.

   B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.

7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.

A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.

B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.

8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways inside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.

10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.

13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.

14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.

15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.

16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. **State's Responsibilities (Non-Controlled Access)**

   A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.

C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.

D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.

E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.

F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.

G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.

C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).

D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.

F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.

G. Perform mowing and litter pickup.

H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.

I. Perform snow and ice control.

J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.

B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.

C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.

D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.

F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.

G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.

B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.

E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.

F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.

H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).

I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.

2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.

3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of Yantis

Signature

John D. Norris, III

Name

Mayor

Title

5-26-26

Date

State of Texas

TxDOT District Engineer

Name

Date