



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, March 18, 2024 - 6:00 PM

Call to Order

Roll Call

Invocation given by Mayor Brown

Pledge of Allegiance led by Public Works Director Tyler Richards

CITIZEN COMMUNICATION

A limit of five (5) minutes per person is allotted for citizens to express their concerns to the Board of Directors, with a maximum of fifty (50) minutes reserved for Citizens Communication.

Please fill out a Citizen Communication Card with your name and contact information for the City Clerk's records.

CONSENT

1. Approval of the minutes of the regular meeting March 4, 2024. (CCD) City Clerk Heather Soyars
2. Adopt a Resolution authorizing the City Manager to Purchase a 2016 Ford F-550 Bucket Truck from Specialty Fleet Sales, LLC. (PWD) Public Works Director Tyler Richards

REGULAR

3. Adopt a Resolution authorizing the City Manager to enter into a memorandum of understanding with Texas A&M University Texarkana to enhance workforce productivity and professional development. (ADMIN) City Manager Robert Thompson

BOARD OF DIRECTORS' COMMENTARY

CITY MANAGER REPORT

EXECUTIVE SESSION

4. Adopt a Resolution appointing Rosland Blair-Lewis to the City Beautiful Commission. (CCD) City Clerk Heather Soyars

[5.](#) City Manager Robert Thompson's six (6) months evaluation. (BOD)

NEXT MEETING DATE: Monday, April 1, 2024

ADJOURN

2024 City Calendar

Sunset Solarbration Concert – Sunday, April 7th – 5PM

KidsFest Festival - Friday, May 17th - 19th

Texarkana Rec Center Calendar

Easter Bunny – Saturday, March 23rd – 9A - Noon

Ageless Grace - Mondays – 2PM – 3PM

Gym Open - Mondays, Wednesdays & Fridays – 8AM - 7PM & Saturdays - 8AM – Noon

Dance Fitness - Tuesdays - 6PM & Saturdays - 11AM



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting March 4, 2024. (CCD) City Clerk Heather Soyars
AGENDA DATE:	March 18, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends Board approval.
EXHIBITS:	Meeting minutes.



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, March 04, 2024 - 6:00 PM

Mayor Allen Brown called the meeting to order at 6:00 PM.

PRESENT: Mayor Allen Brown, Ward 1 Director Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Ulysses Brewer, Ward 5 Director Danny Jewell, and Assistant Mayor Ward 6 Jeff Hart.

ALSO, PRESENT: City Manager Robert Thompson, City Attorney Joshua Potter, and Deputy City Clerk Jenny Narens.

ABSENT: City Clerk Heather Soyars.

Invocation given by Director Hollibush.

Pledge of Allegiance led by Fire Chief David Fletcher.

CITIZEN COMMUNICATION

Pete Cheatham spoke about the Ozan Inghram Iron Mountain Center. (Please see attached documents.)

PRESENTATION(S)

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

Daniel Thiels	TAFD	10 Years
Nathan Reeves	TAFD	20 Years
William Smith, Jr.	TAFD	25 Years
Kenneth Wilson	TAFD	25 Years
Mikosky Jones	TWU	5 Years
Rodney Ellis	TWU	5 Years
Amy Payne	TWU	20 Years
Roderick Howard	TWU	20 Years

CONSENT

Assistant Mayor Hart made the motion to adopt the Consent agenda, Seconded by Director Brewer. The motion carried and the following item was approved:

2. Approval of the minutes of the regular meeting February 20, 2024. (CCD) City Clerk Heather Soyars
3. Resolution No. 2024-16 amended the FY2024 Budget (Resolution No. 2023-103) and the Public Works Budget to include funding from the ARPA Fund for Old Boyd Road, Manor Way, Hastings Crossing and Draughn Street Improvements. (PWD) Public Works Director Tyler Richards
4. Resolution No. 2024-17 authorized the City Manager to enter into a contract with A. L. Franks Engineering for the design of Old Boyd Road, Manor Way, Hastings Crossing and Draughn Street Improvements. (PWD) Public Works Director Tyler Richards
5. Resolution No. 2024-18 amended the FY2024 Budget (Resolution No. 2023-103) and the Public Works Budget to include funding from the Storm Water Reserve Fund for the Nix Creek Maintenance and Restoration Project. (PWD) Public Works Director Tyler Richards
6. Resolution No. 2024-19 authorized the City Manager to enter into a contract with A. L. Franks Engineering for the design of Nix Creek Maintenance and Restoration Project. (PWD) Public Works Director Tyler Richards

REGULAR

None

BOARD OF DIRECTORS' COMMENTARY

Director Jewell asked what the balance was from the COVID money.

Mayor Brown said there was nothing left.

Director Harris read a statement regarding the Arkansas Department of Transportation (ARDOT) and read an email referencing Community Development Block Grant Public Comments Period. (See attached documents.)

Assistant Mayor Hart said on Friday, he went to Smith Blair and celebrated their 50th site location anniversary. He said this company was a true asset to our community and a great employer.

NEXT MEETING DATE: Monday, March 18, 2024

ADJOURN

Motion to adjourn made by Assistant Mayor Hart, Seconded by Director Roberts.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

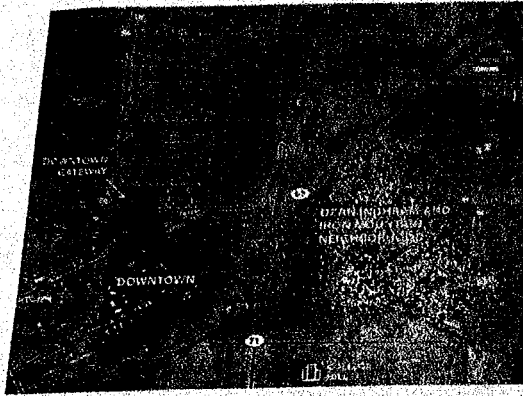
The motion carried 7-0 and the meeting adjourned at 6:21 PM.

APPROVED this the 18th day of March 2024.

Allen L. Brown, Mayor

Heather Soyars, City Clerk

Ozan Inghram Iron Mountain Talking Points



The Ozan Inghram/Iron Mountain Neighborhoods are bordered by major goods movement corridors. This community is one of several African American communities in the area.

The statistics for the community support the concern of current resident's fear of being displaced from a community in which they have deep family and generational relationships. Ozan Inghram/Iron Mountain neighborhoods are primarily 79% African American. Speaking with one resident about the challenges in the community, she stated they are pushing us out ... "where am I to go". One resident lamented about how our educational system in the area has failed this generation of young people who he

says are not prepared for the global marketplace and the technical jobs which demand an education beyond high school. These older residents worry for their children and grandchildren and wonder if opportunities to live a full life will be archivable for them.

Speaking with residents, they are extremely concerned about the future of their community because of the increased interest in the area to locate industrial facilities due to the neighborhood's proximity to goods movement infrastructure such as interstate, rail systems and facilities. Additionally, residents are concerned about the Environmental Justice¹ concerns which impact their quality of life. These concerns are Affordable Housing, Air Quality, Water Quality, Community Safety, Education, and Economics. To prioritize these concerns, the community identified four top concerns which this document will examine in detail. These Concerns are: 1) Air Quality (PM_{2.5} and PM₁₀), 2) Community Safety (Noise Pollution and Flooding), and 3) Legacy Pollution (Industry and Brownfields).

Air Quality

Our research² has shown that urban areas with poorer air quality generally experience higher asthma morbidity than areas with better air quality and experience other negative health outcomes such as heart attacks.

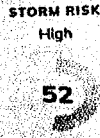
¹ Environmental Justice is the fair application of all laws, regulations, rules, acts, decisions and funding in an equitable way to ensure communities impacted are engaged in a meaningful and authentic manner which results in elimination and/or reduction of harm. Environmental Justice has 17 principles which support communities ability to lead and speak to their concerns.

² Svendsen et al. Assessment of Particulate Matter Levels in Vulnerable Communities in North Charleston, South Carolina prior to Port Expansion. Environmental Health Insights 2014;8:5-14 doi: 10.4137/EHI.S12814.

Use of Segregation Indices, Townsend Index, and Air Toxics Data to Assess Lifetime Cancer Risk Disparities in Metropolitan Charleston, South Carolina, USA <http://creativecommons.org/licenses/by/3.0/>

Baseline Air Quality Assessment of Goods Movement Activities before the Port of Charleston Expansion <https://www.researchgate.net/publication/312876460>

Community Safety³



Sea Level Rise and the resulting flood are a concern for many communities. For Environmental Justice communities such as Ozan Inghram/Iron Mountain neighborhoods also worry about the pollution in the water which flood their communities due to the contaminated sites in and around their communities.

The Ozan Inghram/Iron Mountain neighborhoods are concerned about the legacy pollution on these brownfields and industrial areas which when they flood carry petroleum and heavy metals into their communities which exposes them to potentially harmful chemicals which can impact their health.

The residents are designing a citizen science project to document noise pollution in their neighborhoods in collaboration with nationally recognized Environmental Justice organizations such as Thriving Earth Exchange.

Legacy Pollution

The Ozan Inghram/Iron Mountain neighborhoods are surrounded by industry, brownfields, and an Interstate all impacting the quality of life of the residents. Past and current residents talk about the leaks which have occurred at industrial sites decades ago but express concern about what they have been and are exposed to now.

³ Figure 2: ClimateCheck Risk Factor

Omar Muhammad

Omar has worked as a community advocate and activist since 2007 as a volunteer for the Lowcountry Alliance for Model Communities (LAMC). He has served as LAMC's web-site content coordinator and community engagement liaison. Currently, he serves as LAMC's Executive Director. Omar sits on the Mitigation Workgroup which advises LAMC on implementation of the Mitigation Agreement between the South Carolina State Ports Authority, Palmetto Railways and LAMC; He serves on the Charleston County Affordable Housing Taskforce; He is an advisor to the executive boards for the Union Heights Community Council, Serve With Joy, Distinguish Gentlemen Mentoring Organization, Communities For Justice, local government agencies on community engagement strategies and the Amplify Fund South Carolina; He is a research consultant for the Charleston Community Research to Action Board (CCRAB); serves on the Clean Power Plan Environmental Justice Analysis Workgroup for the State of South Carolina and the Clean Power Plan Advisory Workgroup for the State of South Carolina; Environmental Justice Hub member for SC DHEC; A founding member for the South Carolina Environmental Justice Network and founding member for the Moving Forward Network's Southeast Regional Network. Omar completed a 9 month training with the United States Environmental Protection Agency (US-EPA) Region IV's Environmental Justice Academy and was selected Valedictorian for the inaugural class. He is also a past participant in a joint EPA Region IV and South Carolina Department of Health and Environmental Control Leaders in Environmental Action Pilot (LEAP) inaugural class. He has successfully lead efforts to engage the LAMC communities through various outreach strategies and is responsible for the EJRADAR's (an online mapping tool) success as an engagement and empowerment tool for Environmental Justice communities. Omar has successfully funded community research initiatives to train residents on the use of the EJRADAR online mapping tool, conduct a community-based health survey to assess health service gaps at the community level, conduct a zoning analysis for Environmental Justice communities and several other Citizen Science projects. Omar has been instrumental in leveraging relationships with academics and governmental agencies to assist in the development of a Health Impact Assessment (HIA), other projects to address legacy pollution in low-wealth communities and redevelopment of underutilized properties into productive spaces such as parks and greenspace.

Omar has been instrumental in securing mitigation dollars totaling over 4 millions dollars to address quality of life concerns in low-wealth communities. Specifically, he has lead efforts to create the only Community Land Trust in the City of North Charleston, negotiated 4 million dollars in mitigation with Palmetto Railways, lead an effort to complete the very first Community Benefits Agreement for a local community and a warehouse developer. Omar has presented across the country about LAMC's mitigation and Citizen Science strategies and is highly sought after to speak at conferences, colleges and universities. Omar completed his Masters Degree in Community and Urban Planning with a policy focus at the College of Charleston in May 2021 to move the LAMC organization into becoming a community developer. Omar currently works as a planner with the City of Charleston overseeing the Board of Zoning Appeals and the Planning Commission Boards. Omar's other duties includes community engagement for city planning activities, tracking and mapping city-wide commercial and residential developments and assisting the city's rural areas with planning and development priorities and concerns.

March 4, 2024


Greg Nation Section Head
Project Coordination Section
Program Management Division
Arkansas Department of Transportation
Office (501)- 569-2604

RE: The Arkansas Department of Transportation (ARDOT) is seeking public input on the development of a State Rail Plan

In regards to The Arkansas Department of Transportation (ARDOT) is seeking public input on the development of a State Rail Plan. The concerns I am aware of and the comments from many of the people to whom I represent and my first hand experience is that Union Pacific Rail Road block these crossing at: The DOT number of the crossings is Oats Street: 787635D, Pinehurst St: 787662A and Seibert St: 790220Y from three to five hours and sometime a weekend.

There need to be some type in indication that the crossing is being block at Pinehurst St: 787662A and Seibert St: 790220Y. This shall be at the corner of Seibert St. and Preston St. and Pinehurst St. and Preston Street.

Also as for Amtrak Rail Service my only comments about it would be Texarkana is glad to have this location as a service spot. Thank you.


Laney Harris, City Director Ward 2
Texarkana, Arkansas, 71854

(903) 244-2298

March 4, 2024
Tyler Richard, Public Work Director
Department Public Work
Texarkana, Arkansas 71854

Reference: Community Development Block Grant Public Comments Period?

In regards to my request today about when will the city will have CBDG hearing. It is also needed to be noted that it were done on March 20, 2023 at City Hall and the Rex center. Again my first response that there are two city community center that is currently open during the week, Sandflat Neighbor Center and Iron Mountain Neighbor Center and there is also Vera Bradfield Center.

Since there may be a thirty days comments period I am making the following comments.

1. Have the CDBG Public hearing in a place where you will at least guarantee some your attendees will be with someone the city is receiving the funds for. Low- to- Moderate Income (LMI) person.
2. Put 80% to 90% the money to use in the LMI neighbors.
3. The projects could be neighbors: repairing streets or roads, sidewalks, housing repaired, recreational needs, neighborhood city park, swimming pool, homebuyer down payment assistance.
4. Use more money in a area(neighbor) in order to show a impact.


Laney Harris City Director, Ward 2

CC: Robert Thompson, city manager



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to Purchase a 2016 Ford F-550 Bucket Truck from Specialty Fleet Sales, LLC. (PWD)
Public Works Director Tyler Richards

AGENDA DATE: March 18, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: Adopt a Resolution authorizing the City Manager to Purchase a 2016 Ford F-550 Bucket Truck from Specialty Fleet Sales, LLC.

EMERGENCY CLAUSE: N/A

SUMMARY: A resolution authorizing the purchase of a 2016 Ford F-550 Bucket Truck from Specialty Fleet Sales, LLC in the amount of seventy-two thousand three hundred thirty-nine dollars and twenty-one cents (\$72,339.21).

Additional bids are not required as this is a sole source for a used vehicle.

Authorization of this purchase meets all bidding requirements. Funds were budgeted and are available for the purchase.

EXPENSE REQUIRED: \$72,339.21

AMOUNT BUDGETED: \$72,339.21 (Streets Capital Outlay)

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:**

EXHIBITS: Resolution and Specialty Fleet Sales Quote.

RESOLUTION NO. _____

WHEREAS, the Public Works Department is requesting the approval of the City of Texarkana, Arkansas, Board of Directors, to authorize the City Manager to enter into a purchase agreement with Specialty Fleet Sales, LLC., for a 2016 Ford F-550 Bucket Truck in the amount of \$72,339.21; and

WHEREAS, additional bids are not required as this provider is a sole source for a used vehicle; and

WHEREAS, funds were budgeted and are available for the purchase;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized to enter into a purchase agreement with Specialty Fleet Sales, LLC., in an amount not to exceed \$72,339.21 for a 2016 Ford F-550 Bucket Truck.

PASSED AND APPROVED this 18th day of March 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Specialty Fleet Sales, LLC

www.SpecialtyFleet.com Sales & Rentals

INVOICE

139 NE Loop 564
Mineola, TX 75773
833-737-3687

DATE: March 7, 2024
INVOICE # 24507
FOR: Bucket Truck

Bill To:
City of Texarkana AR
Clay Hicks
216 Walnut St
Texarkana, Arkansas 71854
[903-293-3015](tel:903-293-3015)
clay.hicks@txkusa.org

Ship To:
Customer Pick Up

DESCRIPTION	AMOUNT
2016 Ford F550 F550 4x2 (Vin: 1FDUF5GT9GED03946) Miles 152,555	\$ 72,000.00
ETI ETC37IH (SN: 1016C713514) PTO Hours: 237	
Texas DMV Vehicle Inventory Fee	184.21
Document/Title Transfer Fee	150.00
Sales Tax	-
Emission Fee	\$ -
Plate & Sticker Fees	-
Title Fee	-
E-Tag Fee	5.00
County Fees-	-
Inspection & Weight Slip:	-
No Transport	-
Lienholder: TBD	-
Wiring instructions are : Routing Number 111923238 Texas Bank and Trust Account number 762164 (checking). Name of Account: Specialty Fleet Sales Bank Contact: Danny Peggram (903) 882-5581	
Trucks Sold AS-IS, WHERE IS	72,339.21
Down Payment	\$ -
TOTAL BALANCE DUE	\$ 72,339.21

Wire Transfer Information Attached

If you have any questions concerning this invoice, Specialty Fleet, 833-737-3687, Office@specialtyfleet.com

THANK YOU FOR YOUR BUSINESS!

Customer Signature: _____ Title: _____ Date: _____
Dealership Rep Signature: _____ Title: _____ Date: _____



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a memorandum of understanding with Texas A&M University Texarkana to enhance workforce productivity and professional development. (ADMIN) City Manager Robert Thompson

AGENDA DATE: March 18, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: City Clerk

PREPARED BY: Heather Soyars, City Clerk

REQUEST: The parties desire to develop a strong and effective Business/Education Institution collaboration that enhances workforce productivity and professional development.

EMERGENCY CLAUSE: N/A

SUMMARY: The parties desire to develop a strong and effective Business/Education Institution collaboration that enhances workforce productivity and professional development.

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:**

EXHIBITS: Resolution and Memorandum of Understanding

RESOLUTION NO. _____

WHEREAS, the City of Texarkana, Arkansas, Board of Directors wish to enter into a memorandum of understanding with Texas A&M University Texarkana; and

WHEREAS, the parties desire to develop a strong and effective Business/Education Institution collaboration that enhances workforce productivity and professional development;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the attached memorandum of understanding is approved, and the City Manager is authorized to execute the same.

PASSED AND APPROVED this 18th day of March 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



**Memorandum of Understanding
by and between
TEXAS A&M UNIVERSITY-TEXARKANA
and
CITY OF TEXARKANA, ARKANSAS**

This Memorandum of Understanding (“MOU”) is entered into and effective March _____, 2024, (the “Effective Date”), by and between **Texas A&M University-Texarkana**, an agency of the State of Texas and a member of The Texas A&M University System (“[TAMUT]”), and **City of Texarkana, Arkansas** (“Collaborator”). Member and Collaborator are sometimes hereafter referred to as “Party” individually and as “Parties” collectively.

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

Article 1

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The Parties desire to develop a strong and effective Business/Education Institution collaboration that enhances workforce productivity and professional development (the “Purpose”).
- 1.3 TAMUT intends to provide:
 1. **University Partner Scholarship:** A scholarship of 33% of the value of tuition for all undergraduate or graduate programs, certificates, or micro-credentials, delivered in-person, online, or hybrid, will be extended to all Collaborator’s full-time employees. No application fee shall be charged.

AND

2. **First Flight Scholarship:** The First Flight Scholarship is available to any full-time employee of Collaborator who is a **NEW** student to TAMUT enrolled in at least six (6) hours in any undergraduate or graduate degree program. With it, the employee will receive their first course free in addition to the 33% discount of the value of tuition. No application fee shall be charged.

Employees must meet the admission standards of the program to which they apply and remain in “good” academic standing. Restrictions may apply. Students who are eligible for financial assistance under the Hazlewood Act are not eligible for additional scholarships or tuition discounts.

OR

3. At Collaborator’s request, TAMUT may permit faculty to participate as a resource for Collaborator’s activities related to the MOU on a limited and discretionary basis, as determined by TAMUT. Such instances may include firm-specific training and executive education opportunities. TAMUT is responsible for the education and academic evaluation of the student and for monitoring the student’s learning experiences.
 4. TAMUT shall also require its students to follow all TAMUT policies and procedures, including but not limited to the Student Code of Conduct, as well as all local, state, and federal laws.
- 1.4 Collaborator intends to provide active promotion of the collaboration to its employees including, but not limited to:
1. Promotion on the organization’s website and email (electronic links, email templates, and/or logos to be provided by TAMUT)
 2. Allowing the promotion of on-site visits by a TAMUT representative to host information sessions and discuss the institutional collaboration and related opportunities with employees
 3. Allowing the placement of brochures, flyers, posters, and/or other promotional material in gathering areas (materials to be provided by TAMUT)
 4. Employees of Collaborator are asked to provide verification of employment letter each year to continue the scholarship.

Article 2

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.
- 2.3 The Parties anticipate that under this MOU it may be necessary for a Party (the “Disclosing Party”) to transfer information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party.

- (a) "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
 - (b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives ("Representatives") having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives' compliance with such obligations.
 - (c) If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.
 - (d) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.
- 2.4 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.
- 2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.6 This MOU commences on the Effective Date and continues for five years (the "Term"),

unless sooner terminated as provided herein, not to exceed a total Term of five (5) years. Either Party may terminate this MOU effective upon thirty (30) days' written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach.

- 2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.8 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TAMUT is to be in the county in which the principal office of TAMUT's governing officer is located.
- 2.9 Any notice required or permitted under this MOU must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:
- (a) Texas A&M University-Texarkana: Attention: Dr. Jennifer Davis
7101 University Avenue
Texarkana, TX 75503
Phone: (903) 334-6752
Email: jdavis@tamut.edu
- (b) With a copy to: Texas A&M University-Texarkana
Attention: Contracts Office
7101 University Avenue
Texarkana, TX 7503
Phone: (903) 223-3053
Email: contracts@tamut.edu
- (c) Collaborator: City of Texarkana, Arkansas
Attention: Robert Thompson
216 Walnut Street
Texarkana, AR 71854
(870) 779-4952
robert.thompson@txkusa.org
- 2.10 This MOU is not intended to create a partnership or joint venture between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

- 2.11 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.
- 2.12 This MOU is assignable only with the written consent of both Parties.
- 2.13 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- 2.14 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- 2.15 Member is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Collaborator expressly acknowledges that Member is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.
- 2.16 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).

Each Party enters into this MOU as of the Effective Date.

Texas A&M University-Texarkana

City of Texarkana, Arkansas

By: _____

By: _____

Name: Ross C. Alexander, Ph.D.

Name: Robert Thompson

Title: President

Title: City Manager

Date: _____

Date: _____



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution appointing Rosland Blair-Lewis to the City Beautiful Commission. (CCD) City Clerk Heather Soyars

AGENDA DATE: March 18, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Admin

PREPARED BY: Heather Soyars, City Clerk

REQUEST: Appointment

EMERGENCY CLAUSE: N/A

SUMMARY: Appointment to the City Beautiful Commission.

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

RECOMMENDED ACTION:

EXHIBITS: Resolution, application, and member list

RESOLUTION NO. _____

WHEREAS, a vacancy exists on the Texarkana, Arkansas, City Beautiful Commission; and

WHEREAS, it is necessary that appointments be made to fill the vacant position;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas that the following appointment to the City Beautiful Commission is hereby approved:

Applicant

Rosland Blair-Lewis

Term

No Term

PASSED AND APPROVED this 18th day of March 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

CITY OF TEXARKANA, ARKANSAS

Application for Appointment to Citizen Advisory Board or Commission

BOARD OR COMMISSION DESIRED (Please apply for one (1) board or commission per application.)

<input type="checkbox"/>	Advertising & Promotion Commission	<input type="checkbox"/>	Heating & Air Conditioning Board of Review
<input type="checkbox"/>	Airport Authority	<input type="checkbox"/>	Historic District Commission
<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Library Board
<input checked="" type="checkbox"/>	City Beautiful Commission	<input type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Plumbing Board of Review
<input type="checkbox"/>	Electrical Review Board	<input type="checkbox"/>	Public Facilities Board
<input type="checkbox"/>	Equalization Board	<input type="checkbox"/>	Other: _____

Name: Rosland Blair-Lewis Home Phone: 903-276-9681

Address: 1409 Ray St Texarkana Resident Yes No 20 Years

E-Mail Address: roslewis3@gmail.com Miller Co. Voter Registration No. 1812750

Employer: 85th SPT CMD USAR Work Phone: 903-334-1066

Position: Army Reserve Administrator Cell Phone: 903-276-9681

Education:
College: Some college High School: Arkansas Senior High School

Special knowledge or past experience qualifying you for this appointment: (Please feel free to attach resume):
I am reliable and have a love for our city.

Other relevant information (civic activities, memberships, etc.):

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, member of the Board of Directors, or current Committee members who may be contacted on your behalf.
Name: Ulysses Brewer Phone Number: 870-571-6125

Interest: Explain why you are interested in being appointed to this board or commission.
I want to see and be apart of the changes/improvements for the community in which i live.

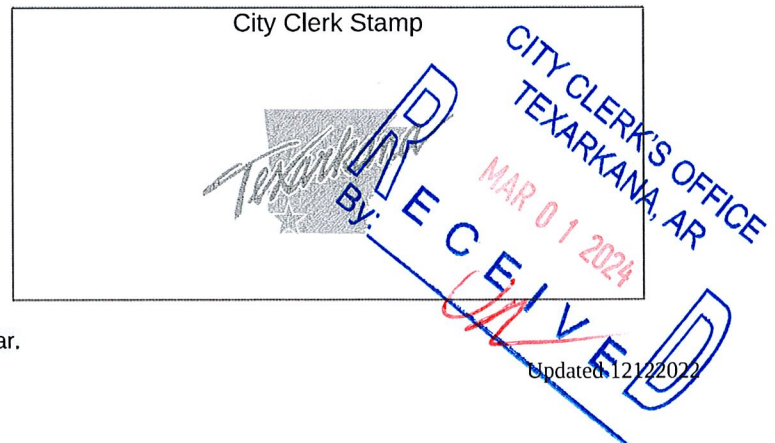
Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.
I have attended one meeting in 2023

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 8

Please read the statement below and sign your name to indicate your understanding.
I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Signature of Applicant: LEWIS.ROSLAND.EVETTE.1251 033923 Digitally signed by LEWIS.ROSLAND.EVETTE.1251033923 Date: 2024.03.01 10:13:14 -06'00' Date Submitted: 20240301

Return completed application to:
Heather Soyars, City Clerk
216 Walnut Street (or)
P O Box 2711
Texarkana TX 75504-2711
Phone 870-779-4995
heather.soyars@txkusa.org



Please Note: This application will be on file for one (1) year.

CITY BEAUTIFUL COMMISSION

Authorized by Texarkana Resolution No. 5098

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>
Nedra Turney 6301 East Broad Street 870-773-4494	Resolution No. – N/A Appointment 10/04/2004	10/04/2004----???	1
Danny Lewis 1 Wade Trail 903-748-9221 (cell-home) 870-773-8800 (work)	Resolution No. 5122 Appointment 10/04/2004	10/04/2004----???	1
Rick Hall 2020 Beech Street 870-772-2262(home) 870-773-8531 (work)	Resolution No. 5122 Appointment 10/04/2004	10/04/2004----???	1
Mary Warner 801 East 12 th Street 870-216-7233 (home) 870-898-2621 (work)	Resolution No. – N/A Appointment 10/04/2004	10/04/2004----???	1
Wendell Warner 801 East 12 th Street 870-216-7233 (home)	Resolution No. 5668 Appointment 02/06/2012	02/06/2011----???	1
Jeff C. Brown – Chairman 2217 Laurel 903-277-0457 (cell) 903-793-4114	Resolution No. 6061 Appointment 08/05/2013	08/05/2013----???	1
Peggy Burson 1 Lambeth Place 903-748-8978	Resolution No. 6124 Appointment 03/03/2014	03/03/2014----???	1
Clinton Thomas 5 Webber Street 870-774-0505 (home)	Resolution No. 6227 Appointment 11/17/2017	11/17/2014----???	1
Mary Bryant 1823 Beech Street 903-701-3981	Resolution No. 2019-43 Appointment 11/18/2019	11/18/2019----???	

Thomas Keefer 1007 Locust Street 903-949-9769	Resolution No. 2019-43 Appointment 11/18/2019	11/18/2019----???	1
Connie Magness 6508 Wuthering Heights Lane 903-826-8071 (cell)	Resolution No. 2021-38 Appointment 07/19/2021	07/19/2021----???	1
Annette Lachowsky 5706 Cedar Ridge Trail 850-324-2459	Resolution No. 2023-51 Appointment 06/06/2023	06/06/2023----???	1
Emmit Chead Blue 3208 Locust Street 903-748-0124 (cell)	Resolution No. 2023-85 Appointment 09/18/2023	09/18/2023----???	1
Jamie Finley City Planner	Resolution 2023-85 Appointment 09/18/2023	09/18/2023----???	1



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	City Manager Robert Thompson's six (6) months evaluation. (BOD)
AGENDA DATE:	March 18, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Evaluation
DEPARTMENT:	Board of Directors
PREPARED BY:	Heather Soyars, City Clerk

REQUEST:	Evaluation
EMERGENCY CLAUSE:	N/A

SUMMARY:	City Manager Robert Thompson's six (6) months evaluation
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EXPENSE REQUIRED:	N/A
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AMOUNT BUDGETED:	N/A
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APPROPRIATION REQUIRED:	N/A
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RECOMMENDED ACTION:	N/a
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EXHIBITS:	N/A
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