

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMAN**

**The City of Starkville, Mississippi**

**August 23, 2010**

Be it remembered that the Mayor and Board of Alderman met in a regular meeting on August 23, 2010 at 5:30 p.m. in the Activity Room of the Sportsplex, located at 401 Lynn Lane, Starkville, MS. There being present at the start of the meeting were Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw. Alderman Richard Corey joined the meeting in progress.

**Mayor Parker Wiseman** opened the meeting with the Pledge of Allegiance followed by a moment of silence.

**REQUESTED REVISIONS OF THE OFFICIAL AGENDA**

**Alderman Roy A'. Perkins** requested the following changes to the Official Agenda

**Add to Consent: Item IX-A** regarding approving a Resolution authorizing participation in the Energy Efficiency And Conservation Block Grant Program.

**Add to Consent: Item X-C** regarding approving the Contract with Hughdolph Guin for inspection services for the remainder of Fiscal Year 2010 and the upcoming 2011 Fiscal Year.

**1.**

**A MOTION TO APPROVE THE OFFICIAL AGENDA OF THE  
AUGUST 23, 2010 MAYOR AND BOARD OF ALDERMEN  
RECESS MEETING AS REVISED**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to approve and adopt the August 23, 2010, Official Agenda of the Mayor and Board of Alderman, with changes as enumerated, the Board unanimously voted its approval.

There being no objections to the Consent Items, the Mayor declared the list of items for Consent adopted.

**OFFICIAL AGENDA  
THE MAYOR AND BOARD OF ALDERMEN  
OF THE  
CITY OF STARKVILLE, MISSISSIPPI**

RECESS MEETING OF TUESDAY, AUGUST 23, 2010  
5:30 P.M., ACTIVITIES ROOM, SPORTSPLEX  
405 LYNN LANE

\*\*\*\*\*ITEMS SHOWN IN ITALICS WITH AN ASTERISK HAVE BEEN ADDED, ~~DELETED~~ OR  
MODIFIED FROM THE ORIGINAL AGENDA.

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

*THERE ARE NO MINUTES FOR CONSIDERATION*

V. ANNOUNCEMENTS AND COMMENTS

MAYOR'S COMMENTS:

BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

*THERE ARE NO PUBLIC APPEARANCES SCHEDULED*

VIII. PUBLIC HEARING

*THERE ARE NO PUBLIC HEARINGS SCHEDULED*

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF A RESOLUTION AUTHORIZING PARTICIPATION IN THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM.

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF THE POSSIBLE BUDGET OPTIONS FOR DETERMINING AND BALANCING THE BUDGET FOR FISCAL YEAR 2011.
- B. CONSIDERATION OF THE CITY ATTORNEY BUDGET REPORT AND PROPOSAL.
- C. CONSIDERATION OF A CONTRACT WITH HUDOLPH GUIN FOR INSPECTION SERVICES FOR THE REMAINDER OF FISCAL YEAR 2010 AND UPCOMING FISCAL YEAR 2011.

\*\*\*\*\* D. *UPDATE ON CARVER DRIVE DITCH PROJECT.*

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

*THERE ARE NO ITEMS FOR THIS AGENDA*

B. BUILDING, CODES AND PLANNING DEPARTMENT

*THERE ARE NO ITEMS FOR THE AGENDA*

C. OFFICE OF THE CITY CLERK

*THERE ARE NO ITEMS FOR THE AGENDA*

D. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

E. ELECTRIC DEPARTMENT

*THERE ARE NO ITEMS FOR THE AGENDA*

F. ENGINEERING AND STREETS

*THERE ARE NO ITEMS FOR THE AGENDA*

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THE AGENDA*

H. PERSONNEL

*THERE ARE NO ITEMS FOR THE AGENDA*

I. POLICE DEPARTMENT

*THERE ARE NO ITEMS FOR THE AGENDA*

J. PUBLIC SERVICES

*THERE ARE NO ITEMS FOR THE AGENDA*

K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PENDING LITIGATION

B. PERSONNEL

XV. OPEN SESSION

XVI. ADJOURN UNTIL SEPTEMBER 7, 2010 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

*The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Ben Griffith, at (662) 323-2525, ext. 119 at least forty-eight (48) hours in advance for any services requested.*

2.

**APPROVAL OF A RESOLUTION AUTHORIZING PARTICIPATION IN THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the August 23, 2010 Official Agenda with no objections to consent items, whereby the "request to approve a Resolution authorizing participation in the Energy Efficiency and Conservation Block Grant Program," is enumerated, this consent item is thereby unanimously approved.

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE AUTHORIZING THE CITY OF STARKVILLE TO APPLY FOR FUNDING UNDER THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM**

THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE HEREBY RESOLVES AS FOLLOWS:

**WHEREAS**, the Mississippi Development Authority's Market Transportation and Technology Deployment provides funding for alternative fuel vehicles in the state of Mississippi to eligible cities and counties through funds made available under the American Recovery and Reinvestment Act of 2009; and

**WHEREAS**, the Board of Aldermen of the City of Starkville authorizes the City of Starkville to apply for grant funds under this program; and

**WHEREAS**, the Board of Aldermen of the City of Starkville recognizes that the support of the elected officials is fundamental to the success of any program;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Aldermen for the City of Starkville will fully support the Transportation application and will fully comply with all ARRA regulations and requirements, including

monthly reporting, Davis-Bacon wage requirements, Buy American Act requirements, National Environmental Policy Act Requirements, and historical preservation requirements.

**BE IT FURTHER RESOLVED** that Mayor Parker Wiseman, is hereby authorized and empowered to execute in the name of the City of Starkville; all necessary documents to implement and carry out the purpose of this resolution.

PASSED AND ADOPTED this 23<sup>RD</sup> day of August, 2010.

\_\_\_\_\_  
PARKER WISEMAN, MAYOR  
CITY OF STARKVILLE, MISSISSIPPI

ATTEST:

\_\_\_\_\_  
MARKEETA OUTLAW, CITY CLERK  
CITY OF STARKVILLE, MISSISSIPPI

3.

**APPROVAL OF A CONTRACT FOR INSPECTION SERVICES  
BETWEEN THE CITY OF STARKVILLE AND MR. HUGHDOLPH GUIN  
FOR THE REMAINDER OF FISCAL YEAR 2010 AND THE UPCOMING  
2011 FISCAL YEAR ENDING SEPTEMBER 30, 2011**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the August 23, 2010 Official Agenda with no objections to consent items, whereby the "request to approve the Contract for Inspection Services between the City of Starkville and Mr. Hughdolph Guin for the remainder of Fiscal Year 2010 and the 2011 Fiscal Year ending September 30, 2011" is enumerated, this consent item is thereby unanimously approved.

**AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES ("Agreement") is made and entered into this the \_\_\_ day of September 2010, by and between THE CITY OF STARKVILLE, MISSISSIPPI ("CITY") and HUGHDOLPH GUIN ("CONTRACTOR"), and

**WITNESSETH**

WHEREAS, CITY is desirous of hiring CONTRACTOR as an independent contractor to perform services for CITY as an electrical inspector and other related duties as may be deemed necessary and proper by CITY.

NOW THEREFORE, based upon their mutual promises, covenants and other consideration contained herein, the parties hereby contract upon such terms and conditions as set forth below:

**TERM:** This Agreement shall commence on the \_\_\_<sup>th</sup> day of September 2010 and shall continue on an as needed basis as determined by CITY. This Agreement shall terminate upon the completion of CONTRACTOR'S duties as assigned by CITY, and as determined to be completed by CITY, or at the will of either party, for any reason, with no required advance notice by CITY, and thirty (30) days required advance written notice by CONTRACTOR.

**TERMINATION:** CONTRACTOR understands that this Agreement constitutes the entire contract for services between CITY and CONTRACTOR, and that nothing in this contract prohibits CITY from terminating this Agreement with or without cause. In the event of termination, any compensation to be paid under this Agreement shall be appropriately adjusted to pay CONTRACTOR for work done under this Agreement. In no event, however, shall CONTRACTOR be entitled to any prospective compensation because of such termination.

**COMPENSATION:** CONTRACTOR will be compensated at an hourly wage of Twenty-Three Dollars (\$23.00) per hour. Compensation is only for hours worked and does not include pay for any non-worked time or any other employment-related benefits provided to employees of CITY. Such compensation shall not, except by written agreement signed by both parties to this Agreement, be subject to adjustment for any reason. CONTRACTOR shall furnish CITY an invoice detailing the work performed and the associated charges. Invoices shall be submitted every two weeks and shall be payable based upon CITY'S normal accounts payable process. CITY will assign work on an as needed basis. However, under no circumstances shall CONTRACTOR'S work be authorized or permitted in excess of twenty (20) hours a week.

**COMPLIANCE:** CONTRACTOR understands that he is responsible for ensuring that all certifications and/or licenses of his that are necessary to perform his work are, in fact, valid and comply with all regulations and ordinances of CITY, the State of Mississippi, and any other laws and certifications as may be required for performing this work. CONTRACTOR understands that he is responsible for conducting electrical inspections within CITY as an independent contractor, and as such, CITY is relying on his expertise and experience to conduct said inspections, and CONTRACTOR will only perform those inspections that he is duly authorized, licensed and certified to perform. CONTRACTOR covenants, warrants and guarantees that all work performed under this Agreement shall be performed in a good and workmanlike manner and shall be free from defects in materials and/or workmanship.

In addition to, and without limiting the foregoing, CONTRACTOR, its employees and all others acting under its direction or control, if any, shall at all times observe and comply with any and all provisions of federal, state and local laws and regulations applicable to the work to be performed under this Agreement and with all safety and other regulations of CITY. CONTRACTOR covenants, warrants and represents that it has acquainted himself with such laws and regulations and covenants, warrants and agrees that he, his employees and subcontractors, if any, shall comply therewith.

**INDEMNIFICATION:** CONTRACTOR shall indemnify and save harmless CITY, its officers, agents and employees, from and against any and all claims, losses, demands, actions, liabilities, causes of action, judgments and any and all cost and expense of every kind and character, including, without limitation, reasonable attorney's fees (of attorneys chosen by CITY) on account of any claim (whether valid, meritorious or not) for personal injuries and/or death and/or any other damage or claim of damage (whether valid, meritorious or not) to any person or any property arising out of, resulting from, related or incident to, or in any manner caused by the performance by CONTRACTOR of this Agreement and/or the location or existence of CONTRACTOR (its employees and/or any others working under its direction or control) or its equipment.

Without limiting the foregoing, it is the intent of the parties that CONTRACTOR not only hold harmless and indemnify CITY (its officers, agents and employees) for any and all claims resulting from negligence or any other actions of CONTRACTOR (its employees, and/or any others working under its direction or control), but also that

CITY (its officers, agents and employees) be held harmless and indemnified for any claims resulting from its own negligence or any other actions.

**INDEPENDENT CONTRACTOR RELATIONSHIP:** In performance of the work under this Agreement, CONTRACTOR shall operate as an independent contractor and not as an agent or employee of CITY. CITY shall have no control over the manner, method or details of performance, or over the selection, direction or dismissal of CONTRACTOR'S employees, if any, and will look to CONTRACTOR for results only.

**SUPPLEMENTAL WORK:** CITY and CONTRACTOR may, from time to time, change the scope of the work to be performed under this Agreement. Any such changes shall be in writing and signed by both parties to this Agreement. In the case of any such changes, all the provisions of this contract will apply to supplemental work, except insofar as different provision may be made in writing.

**PROPRIETARY INFORMATION:** CONTRACTOR shall maintain as confidential all proprietary information of CITY revealed to it during the performance of the work under this Agreement, including but not limited to information relating to equipment, manufacturing processes and shall secure from others in its employ, including any subcontractors, agreements for the benefit of CITY to affect the purpose of this paragraph.

**ASSIGNMENT AND SUBCONTRACTING:** CONTRACTOR shall not assign this Agreement or any work under this Agreement without the prior written consent of CITY.

**BINDING EFFECT:** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns and shall not be altered, amended or modified in any manner except upon prior written notice consent of both parties hereto.

**SEVERABILITY:** If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

**CHOICE OF LAW:** The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.

**ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the parties and supersedes any and all previous agreements or oral statements. No change, modification or addition to this Agreement shall be effective unless in writing and signed by both parties.

WITNESS, the parties have mutually agreed to the terms and conditions of this Agreement and have executed this Agreement in duplicate originals the day and year first written above.

**CITY:**  
**The City of Starkville, Mississippi**

**CONTRACTOR:**  
**Hughdolph Guin**

By: \_\_\_\_\_  
**Parker Wiseman, Mayor**

\_\_\_\_\_ **Hughdolph Guin**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**Mayor Wiseman**, recognized the group of Jr. High and High School Students in attendance to take part in the civic process.

#### CITIZEN COMMENTS

**Milo Burnham** made known his disappointment in the Board's lack of agreement in the budgetary process. He urged the Board to increase taxes.

**Jenny Holtcamp**, Director of Starkville Library, asked the Board to continue to support the Library. She informed the Board that if funding is reduced it would directly affect their ability to receive state grants.

**Richard Mullenax**, ward 5, encourage the Board to increase taxes. He compared Starkville's tax rate to tax rates in other areas of the country.

**Jim Gafford**, ward 5, expressed a concern that if taxes are not increased we will see stagnant if not a decline in city services.

**John Maynard**, Greater Partnership, Chamber representative, historically the Board has kept tax rate low. He urged the Board to look kindly on those organizations that have positive impacts on the City.

**Nancy Hargrove** asked the Board to continue to support and fund the Public Library.

**Warren Hously** expressed that while he doesn't want taxes raised, but more he doesn't want services decreased.

**Frank Bonner**, President Starkville-Oktibbeha County Public Library, encourages the Board to visit the Library.

**Sara Sue Paul**, a Starkville teen, referenced a petition in support of the Library. She asked the Board to continue to fund the Library.

4.

#### **A MOTION TO DIRECT THE CITY CLERK TO COMPLETE A BUDGET TO BE PRESENTED AT THE PUBLIC HEARING SCHEDULED FOR SEPTEMBER 7, 2010 USING THE ASSUMPTIONS OUTLINED IN THIS PROPOSAL AS PRESENTED**

There came for consideration the matter of developing a Budget to be presented at the Public Hearing scheduled for September 7, 2010. After discussion, and

Upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Jeremiah Dumas, to direct the City Clerk to complete a budget to be presented at the Public Hearing scheduled for September 7, 2010 using the assumptions outlined in this proposal as presented, the Board voted as follows:

Alderman Ben Carver

Voted: Yea

Alderman Sandra Sistrunk

Voted: Yea

Alderman Eric Parker	Voted: <u>Nay</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn	Voted: <u>Nay</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

### PROPOSAL SUBMITTED

#### FUNDING

Reduce Employee Health Fund to Minimum Reserve Recommendation	\$50,000
Reduce Outside contributions	
Allocation to Park from 2% Money	65,000
Implement Environmental Services Program	265,000
Utilities Reimbursement	200,000
Increase Millage Rate	<u>317,000</u>
	<u>897,000</u>

#### EXPENSES/ADJUSTMENTS

Debt Service, Prior Year Budget Adjustments Net of Sales Tax, Ad Valorem Increases	\$20,000
Rebuild Ending Fund Balance	102,000
Establish Contingency Budget	100,000
Begin to Staff and Equip Fire Station 5	300,000
Software/Equipment	95,000
Sirens (financed, if grant is not found)	50,000
Internal Equity Salary Adjustments	40,000
Change in Health Insurance Costs: Very High Deductible	-
New Personnel: It, Building/Planning	86,000
Purchased Services: Municode/MS Main Street/Perf Mgt	32,500
Municipal Complex: Preliminary Work	-
Board Travel	-
Heritage Museum	1,500
Horse Park	<u>70,000</u>

897,000

REVENUES OVER/(UNDER) EXPENSES

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**NOTE:**

**Alderman Roy A'. Perkins**, posed several questions regarding the internal salary equity list, and the positions to be created (City Planner, IT personnel, and additional Inspector). He further expressed concerns of a proposed budget that includes a tax increase and a rate increase with several items in the proposed budget remaining unexplained. He further stated that the proposal does not explain how \$86K will be split among the 3 positions being proposed.

**Alderman Henry Vaughn, Sr.**, explained his vote against the proposal presented being directed to items other than funding outside agencies.

**Alderman Eric Parker**, explained that a budget was not adopted tonight, but rather provided guidance to staff to craft a budget.

5.

**A MOTION TO ENTER INTO A CLOSED SESSION  
TO DETERMINE IF THERE IS PROPER CAUSE FOR  
EXECUTIVE SESSION**

There came for consideration the matter of a Closed Session for the preliminary determination of the necessity of an Executive Session. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to enter into a Closed Session to determine if items to be discussed are proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

6.

**A MOTION DECLARING DISCUSSION  
REGARDING PERSONNEL  
AS PROPER CAUSE FOR EXECUTIVE SESSION**

There came for consideration the matter to determine that discussion regarding Personnel, as proper cause for Executive Session. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, that deliberations and findings concerning the discussions of Personnel matters regarding job performance of City Attorney Chris Latimer as proper for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

7.

**A MOTION TO EXIT CLOSED SESSION AND  
RETURN TO OPEN SESSION**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, the Board unanimously voted to exit the closed session to return to open session.

8.

**A MOTION TO  
ENTER INTO EXECUTIVE SESSION FOR THE  
DISCUSSION OF PERSONNEL CONCERNS REGARDING  
JOB PERFORMANCE OF THE CITY ATTORNEY**

There came for consideration the matter of entering Executive Session to discuss Personnel concerns regarding job performance of the City Attorney. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to enter into an Executive Session to discuss the subject named, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Nay</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

9.

**A MOTION TO EXIT EXECUTIVE SESSION  
AND RETURN TO OPEN SESSION**

Upon the motion of Alderman Roy A' Perkins, duly seconded by Alderman Henry Vaughn, Sr., to exit Executive Session and return to Open Session, the Board unanimously voted their approval.

**NOTE:**

**City Engineer Edward Kemp** gave a status report on the Carver Drive Ditch Project, estimating on or about September 2, 2010 as a projected date to lay pipe.

10.

**A MOTION TO ADJOURN**

Upon the motion of Alderman Roy A' Perkins, duly seconded by Alderman Richard Corey, the Board unanimously approved the motion to adjourn. The next meeting of the Mayor and Board of Alderman will be Tuesday, September 7, 2010, at 5:30 p.m. Meeting will be in the Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS.

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

\_\_\_\_\_  
MARKEETA OUTLAW, CITY CLERK

\_\_\_\_\_  
PARKER WISEMAN, MAYOR