



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

JOHNSON LUCY L/EDDIE H
1815 11TH AVE N
COLUMBUS, MS 39701

Address:	1815 11TH AVE N
APN:	56W19-02-12000
Case No:	CE-18-0159
Violation:	Property Maintenance

Invoice #: 18-0159-0617
Date: June 17, 2019

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

PAYMENT IS DUE UPON RECEIPT AND IF NOT PAID IN FULL BEFORE 07/30/20 IT WILL BE ADDED TO YOUR PROPERTY TAX BILL AS A SPECIAL ASSESSMENT. SUBSEQUENTLY, IF PAYMENT TO THE TAX COLLECTOR BECOMES DELINQUENT, YOUR PROPERTY WILL BE SOLD IN THE ANNUAL TAX SALE TO SATISFY THE CITY'S LIEN.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		87.00
	Admin Fee		12.50
	Public Works		131.00
DATE HEARD BY CITY COUNCIL		09/04/2018	
SUBTOTAL			243.00
TAX RATE			
SALES TAX			
SHIPPING & HANDLING			
TOTAL			243.00

TERMS: Due on receipt

Make all checks payable to **City of Columbus**
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.

B. Discuss/Approve acceptance of FAA's 2019 AIP Grant offer for the Runway Crack Seal project for Columbus/Lowndes County Airport

Kevin Stafford, with Neel-Schaffer, Inc., came forward and requested approval to accept the FAA's 2019 AIP Grant offer for the Runway Crack Seal Project for CLCA. The total cost of the project is \$118,396.00, with the City and County's match being \$3,288.78.

Council Member Taylor made a motion to approve and accept FAA's 2019 AIP Grant offer for the Runway Crack Seal project for Columbus/Lowndes County Airport in the amount of \$118,396.00, with the City and County's match being \$3,288.78. Council Member Box seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried.

C. Discuss/Approve permission request to award the CLCA Runway Crack Seal project to the lowest bidder, contingent upon assurance of FAA and MDOT funding.

Council Member Box made a motion to award the Columbus /Lowndes County Airport Runway Crack Seal project (AIP PROJECT NO. 3-28-0019-020-2019) to the lowest bidder, Murphy Paving, for a Base bid and Additive Alternate 2 in the amount of \$106,251.09, contingent upon the Columbus/Lowndes County Airport Board's approval and funding Assurance from FAA and MDOT. Council Member Taylor seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried.

D. Discuss/Approve a Non-Compensated Special Investigator Contract .

Chief Shelton remarked that this is an Annual Contract for Johnny Branch and is renewable each year.

Council Member Jones made a motion to approve the Non-Compensated Special Investigator Contract for Johnny Branch. Council Member Gavin seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried.

THE CONTRACT FOLLOWS:

VIII. D.

NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO § 41-29-112 MISS. CODE ANN.
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
JOHNNY MAX BRANCH, AND COLUMBUS POLICE DEPARTMENT

This document is a contract between the parties listed in Paragraph 1.0, entitled "Parties," to provide services or goods as specified in Paragraph 2.0, entitled "Scope of Work."

1.0 PARTIES

The parties to this contract are the MISSISSIPPI BUREAU OF NARCOTICS, hereinafter referred to as "MBN" and generally as "State;" JOHNNY MAX BRANCH, hereinafter referred to as BRANCH and generally as "SCI;" and COLUMBUS POLICE DEPARTMENT, hereinafter referred to as COLUMBUS PD and generally as "EMPLOYER."

2.0 SCOPE OF WORK

All services listed in this statement are to be performed by BRANCH unless otherwise noted.

2.1 Goal

Pursuant to § 41-29-112 Miss. Code Ann., the Director of the MBN desires the services and benefits of a Special Contract Investigator to detect and apprehend violators of the criminal statutes pertaining to the possession, sale or use of narcotics or other dangerous drugs. Employer desires SCI to be appointed as a non-compensated Special Contract Investigator to support its local law enforcement efforts. Employer's request for SCI appointment is attached as "Addendum A," and incorporated herein by reference.

2.2 Scope of Work

2.2.1 SCI will be known and will identify himself/herself as a Special Contract Investigator for the MBN when acting under his/her authority as a non-compensated Special Contract Investigator for the MBN.

2.2.2 SCI agrees and promises to perform services and duties as assigned by the Director of the MBN, or his designee. Such services and duties to be assigned SCI shall be consistent with the accomplishment of the intent, purpose and objective of the Mississippi Controlled Substances Law, Section 41-219-101, et. seq. of the Mississippi Code of 1972, as amended. SCI will be assigned duties and have authority to act in cases related to drug investigations with the MBN.

2.2.3 SCI agrees to faithfully perform the duties assigned to him/her by the Bureau to the best of his/her ability. Further, SCI agrees to keep inviolate the confidences, secrets, and non-public information of the MBN, whether written or oral, and will not communicate same in any way unless authorized to do so.

2.2.4 SCI agrees that the performance of the duties assigned to him/her under this contract shall be conducted without conflict with his/her employment by any other federal, state, or local

government agency. Duties performed and time devoted in furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCI if otherwise employed or officially appointed.

- 2.2.5 SCI agrees to following Bureau methods and procedures to include: field testing, chain of custody, evidence handling, case reporting and handling of public funds. The MBN agrees to train SCI in such Bureau methods and procedures.
- 2.2.6 SCI agrees that he/she will not participate in drug enforcement activities outside the jurisdiction of his/her regular employment except under the direct supervision, direction and control of the Director of the Mississippi Bureau of Narcotics or his designee.
- 2.2.7 SCI shall have the authority to arrest when acting under the scope of this contract.
- 2.2.8 SCI shall, as a condition to appointment as a SCI, meet the same requirement imposed on a Bureau agent regarding background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations provided, however, that SCI is not less than eighteen (18) years of age.
- 2.2.9 SCI understands that he/she may be subject to random urinalysis testing and/or polygraph testing at the option of the Director or his designee.
- 2.2.10 SCI agrees to provide the MBN on demand with information required to conduct a background investigation, satisfactory results of polygraph and urinalysis testing from sources acceptable to the MBN.

3.0 ELIGIBILITY

3.1 Certified Law Enforcement Officer

SCI covenants as an express condition of his/her eligibility to become a non-compensated Special Contract Investigator that he/she is qualified to be a Mississippi Law Enforcement Officer under the provisions of § 45-6-11 Miss. Code Ann. and holds a valid professional certificate issued by the Board of Law Enforcement Officer Standards and Training. Said certificate is attached to this contract as "Addendum B," and is incorporated herein by reference.

3.2 Firearms Qualification

SCI must have completed initial firearms training required by his/her permanent employer and show proof of meeting requalification requirements, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of the SCI and his/her employer. Said initial firearms qualification is attached to this contract as "Addendum C," and is incorporated herein by reference.

3.3 Non-MBN Employee

Pursuant to § 41-29-112 Miss. Code Ann., SCI shall not be considered an employee of the MBN for any purpose. SCI is a regular full-time employee of COLUMBUS PD (as well as being an SCI) and while functioning as a regular full-time employee of said Employer should

be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment.

4.0 STATUS OF SPECIAL CONTRACT INVESTIGATOR

4.1 No Entitlements of Employment with MBN

While functioning as a non-compensated Special Contract Investigator, SCI shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the Mississippi State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provisions specifically relating to public employment, as the above provisions apply to the MBN. While functioning as a non-compensated Special Contract Investigator, SCI shall not be entitled to participate in any group health or life insurance plan offered by the MBN or the State of Mississippi through the Bureau nor shall he/she be entitled by the contract to coverage by the Mississippi Workers' Compensation Commission as applicable to the MBN.

4.2 No Entitlement to Current or Future Employment

The relationship now being formed does in no way guarantee full employment either in the present or future for SCI now entering this agreement.

4.3 Independent Contractor

SCI shall be an independent contractor and not receive compensation from the Bureau.

4.4 Credentials

Badges, weapons, and other personal equipment will be furnished by the Employer. However, appropriate credentials will be furnished by the MBN for SCI.

4.5 Legal Representation

SCI shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him/her. However, legal representation will not be afforded the SCI by the MBN for claims or criminal charges arising from the performance of duties under this agreement. Said representation must come from the Employer.

5.0 PERIOD OF PERFORMANCE

This contract shall commence on the date the contract is fully executed by all required signatories, notwithstanding the fact that this agreement may or may not be executed by the parties on the same date. However, regardless of the date(s) of execution this contract shall not commence prior to **JULY 1, 2019**. This agreement shall terminate on **JUNE 30, 2020** unless terminated otherwise as stated below or if SCI leaves employment with Employer or SCI is deceased. However, in no case shall the duration of this contract exceed one year.

6.0 CONSIDERATION AND PAYMENT

This is a non-compensated position. The consideration for this contract shall be the provision by MBN of supporting local law enforcement, including COLUMBUS PD, through the addition of Special Contract Investigators to MBN's enforcement efforts.

7.0 GENERAL TERMS AND CONDITIONS

This contract is subject to and incorporates the following terms and conditions governing a contract between MBN and SCI for professional services:

7.1 Governing Law

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

7.2 Sovereign Immunity

The MBN, a Bureau of an agency of the State of Mississippi, in no way waives its sovereign immunity and such shall be controlling over any conflicting provision contained herein.

7.3 Termination for Convenience

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the MBN, ATTENTION: Director, at P.O. box 720519, Byram, MS 39272, or to SCI at 146 LIVINGSTON LANE, COLUMBUS, MS 39702. Notice to Employer will also be given by MBN. Notice given pursuant to this paragraph shall be deemed sufficient for all purposes.

7.4 Termination for Cause

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCI or Employer.

7.5 Fitness for Duty Determination

The MBN shall have sole discretion to determine whether SCI is capable for fully performing the duties required of him/her by this contract.

7.6 Assignability

SCI acknowledges that he/she was selected by the MBN to perform the services required hereunder based, in part, upon the SCI's special skills and expertise. SCI shall not assigned, subcontract, or otherwise transfer this agreement, in whole or in part.

7.7 Waiver

SCI agrees and promises to make no claim against the Director, nor against any Agent, employee, Special Contract Agent, or other Special Contract Investigator of the MBN for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCI's duties. SCI assumes the risk of any and all conditions, situations and hazards while performing his/her duties and specifically waive any and all notice of the existence of such conditions.

7.8 Insurance

SCI agrees and promises that he is an authorized employee with COLUMBUS PD and that prior to entering upon the discharge of duties as a non-compensated Special Contract Investigator, he/she entered into a good and sufficient surety bond with a surety company

**MINUTES
JULY 2, 2019**

authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his/her office and said bond covers SCI when working outside the jurisdiction of Employer as a non-compensated Special Contract Investigator. Said surety bond is attached as "Addendum D." and is incorporated herein by reference. Any and all liability to third persons not parties this this agreement shall be the total responsibility of SCI or Employer. Employer certifies that it has liability insurance that covers SCI's performance of his/her duty as a non-compensated Special Contract Investigator and said insurance is effective outside the jurisdiction of Employer.

If the Employer's insurance will cover the SCI's liability while outside his or her employer's jurisdiction, the requirement for a surety bond will be waived. To receive this waiver the Employer must provide a statement to this affect to MBN on letterhead which is signed by the Authorizing Authority at the Employer.

7.9 Miscellaneous

Any requirement that SCI adhere to the policies and procedures of the MBN General Orders does not cause the incorporate, by reference or otherwise, of the General Orders as part of this contract. No contractual obligations arise therefrom or accrue against the MBN.

This written document embodies the entire contract. It constitutes the final expression of the parties' agreement, and is a complete and exclusive statement of the terms of that agreement. As such, pursuant to his power under §41-29-112 Miss. Code Ann., the Director of the MBN designates BRANCH to be a non-compensated Special Contract Investigator of the MBN with the authority, subject to the terms of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations.

DATE

JOHN M. DOWDY, JR., DIRECTOR
MISSISSIPPI BUREAU OF NARCTOCIS

DATE

SPECIAL CONTRACT INVESTIGATOR

WITNESS TO SCI SIGNATURE
PRINT NAME: _____

DATE

POLICE CHIEF
PRINT NAME: _____

DATE

COLUMBUS CITY COUNCIL
PRINT NAME: _____

MINUTES
JULY 2, 2019

WITNESS TO CITY COUNCIL
PRINT NAME: _____

ADDENDUM A TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO § 41-29-112 MISS. CODE ANN.
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
JOHNNY MAX BRANCH, AND COLUMBUS POLICE DEPARTMENT

I hereby request that the Director of the Mississippi Bureau of Narcotics appoint BRANCH to be a non-compensated Special Contract Investigator under § 41-29-112 Miss. Code Ann. and specifically agree to his/her serving as a non-compensated Special Contract Investigator under the conditions set forth in this contract. I specifically understand that the MBN will not provide legal representation for BRANCH for any claims arising from the performance of duties or alleged performance of duty as a non-compensated Special Contract Investigator and agree that all legal liabilities and costs are the responsibility of COLUMBUS POLICE DEPARTMENT.

I certify that:

- (1) BRANCH is bonded as a condition of his employer and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of COLUMBUS POLICE DEPARTMENT while working as a non-compensated Special Contract Investigator.
- (2) COLUMBUS PD is self-insured through the State of Mississippi. Said self-insurance will remain in effect during the life of this contract. The undersigned agrees to immediately notify the MBN if said insurance policy is cancelled or modified in any way. I further certify that this officer is cover outside the jurisdiction of COLUMBUS PD while working as a non-compensated Special Contract Investigator.
- (3) BRANCH has been certified under § 45-6-11 Miss. Code Ann. by the Board on Law Enforcement Officer Standards and Training and that such certification is current.
- (4) BRANCH has met the firearms training requirements of my law enforcement agency and that required requalification are current and will remain current during the life of this contract.
- (5) BRANCH has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922(g)(9).
- (6) That this request to appoint BRANCH as a non-compensated Special Contract Investigator and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the COLUMBUS CITY COUNCIL.

DATE

POLICE CHIEF
PRINT NAME: Frederick Shelton

DATE

COLUMBUS CITY COUNCIL
PRINT NAME: _____

WITNESS TO CITY COUNCIL
PRINT NAME: _____

**LIST OF ADDENDUMS TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO § 41-29-112 MISS. CODE ANN.
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
JOHNNY MAX BRANCH, AND COLUMBUS POLICE DEPARTMENT**

Addendum A – COLUMBUS POLICE DEPARTMENT's request for SCI appointment.

Addendum B – Valid professional certificate issued by the Board of Law Enforcement Officer Standards and Training.

Addendum C - Initial firearms training qualification.

Addendum D – Surety Bond or Certification from Employer Regarding Insurance Coverage.

E. Discuss/Approve Allowing Request of State Game and Fish Commission to Eradicate Coyotes within City Limits.

Council Member Gavin made a motion to approve the request to allow State Game and Fish Commission to come to Columbus to Eradicate Coyotes within the City Limits. Council Member Jones seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried.

F. Discuss FEMA/MEMA Submission Update.

Hazard Mitigation Manager and FEMA Coordinator, Joe Dillon, updated the City Council on progress with FEMA submissions.

The city has completed enrollment documents and has been approved as an agency for FEMA for the February 23, 2019 tornado and flooding. Joe Dillon is the primary coordinator and David Armstrong is secondary. To date, Joe has completed five FEMA training sessions that were required to submit items to FEMA. All submissions are now done via a web-based portal and the City of Columbus now has access to this portal and has begun submitting documentation for projects. Within the past week, on-site inspections have begun from FEMA representatives of damaged areas. The damaged traffic signal at 14th Avenue and Waterworks has been inspected. The washed-out roadway at Plymouth Rd. with the temporary repairs has also been inspected by FEMA. The summary paperwork on the two projects has been reviewed and submitted by the inspectors. During the week of July 15, 2019, inspections will continue. There have been no issues during the process that could not be resolved.

END OF REPORT

G. Discuss Community Recovery of Lowndes County Update.

A representative from the Community Recovery Committee of Lowndes County came forward and updated the Mayor, Council and the public on their progress. No action was taken.

H. Discuss/Approve Census Bureau Resolution

The Council discussed the 2020 Census Bureau Resolution. Council Member Taylor moved that the Mayor and City Council adopt the following Resolution supporting the 2020 Census Partnership between Columbus and the United States Census Bureau and the following Resolution was read aloud:

THE RESOLUTION FOLLOWS:

**COLUMBUS, MS RESOLUTION
2020 Census Partnership**

WHEREAS, the U. S. Census Bureau is required by the U. S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, Columbus, MS is committed to ensuring every resident is counted; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing; and

WHEREAS, census data helps determine how many seats each state will have in the U. S. House of Representatives and is necessary for the accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

WHEREAS, the information collected by the census is confidential and protected by law; and

WHEREAS a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens;

NOW, THEREFORE, BE IT RESOLVED that **Columbus, MS** is committed to partnering with the U. S. Census Bureau and the State of Mississippi and will:

1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information;
2. Encourage all City residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation;
3. Provide Census advocates to speak to City and Community Organizations;

**MINUTES
JULY 2, 2019**

4. Support Census takers as they help our City complete an accurate count;
5. Strive to achieve a complete and accurate count of all persons within our borders;

Council Member **Jones** seconded the motion and the Mayor called for discussion on the subject. After the pros and cons of the motion were debated and considered, the Mayor called for a vote on the motion and recorded the votes as follows:

Council Member Taylor	voted: <u>YES</u>
Council Member Mickens	voted: <u>ABSENT</u>
Council Member Box	voted: <u>YES</u>
Council Member Jackson	voted: <u>YES</u>
Council Member Jones	voted: <u>YES</u>
Council Member Gavin	voted: <u>YES</u>

The Mayor announced that the motion carried, having received a majority of the voted recorded and therefore proclaimed that the Resolution passed and is to be spread upon the minutes of the City of Columbus, Mississippi.

Adopted at Columbus, Mississippi on this the 2nd day of July, 2019.

Robert E. Smith, Sr., Mayor

Attest:

Deliah Vaughn, Secretary/Treasurer/City Clerk