

**Minutes of June 7, 2022  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF JUNE 7, 2022  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.  
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- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
  - 1. Proclamation – Long Beach Girls Golf Team Day**
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN**
    - a. May 16, 2022 Work Session**
    - b. May 17, 2022 Regular**
    - c. May 17, 2022 Executive Session**
  - 2. PLANNING AND DEVELOPMENT COMMISSION**
    - a. May 26, 2022 Regular**
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 060722**
- IX. UNFINISHED BUSINESS**
  - 1. Library Roof**
- X. NEW BUSINESS**
  - 1. Water Line Relocation – Sewer Force Main Project**
  - 2. Sewer Force Main Project Discussion**
  - 3. Drew Cameron – Drainage Issues Lot 11 Maplewood Addition**
  - 4. Discuss Library Renovations**
  - 5. Ordinance #659 – Amend Golf Cart Ordinance**
  - 6. Tom Carpenter – Ukrainian Foreign Exchange Students – Alderman Bennett**
- XI. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE**
  - 2. PERSONNEL**
    - a. Police Department – Classification Change (1); New Hire (2)**
    - b. Discuss Changing PT Recreation Laborer to FT – Alderman Brown**
  - 3. CITY CLERK**
    - a. Budget Amendment FY 22 - Recreation**
  - 4. FIRE DEPARTMENT**
  - 5. POLICE DEPARTMENT**
    - a. Accept HIDTA Grant**
    - b. Contract – Mississippi Bureau of Narcotics (MBN)**
  - 6. ENGINEERING**
    - a. Change Order – KMB Solutions; City Hall HVAC**
  - 7. PUBLIC WORKS**
  - 8. RECREATION**
  - 9. BUILDING OFFICE**
  - 10. HARBOR**
  - 11. DERELICT PROPERTIES**
- XII. REPORT FROM CITY ATTORNEY**
- XIII. ADJOURN (OR) RECESS**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in June, 2022, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick

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Bennett, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

There being a quorum present sufficient to transact the business of the City, the following proceedings were had and done.

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The Long Beach Girls Golf Team Proclamation was deferred to a later time.

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Alderman McGoey made motion seconded by Alderman McCaffrey and unanimously carried to approve the following minutes of the Mayor and Board of Aldermen, as submitted:

- May 16, 2022 Work Session
- May 17, 2022 Regular
- May 17, 2022 Executive Session

\*\*\*\*\*

Alderman Johnson made motion seconded by Alderman McCaffrey to approve the minutes of the Planning & Development Commission Regular meeting dated May 26, 2022, as submitted. After discussion, Alderman Brown made substitute motion seconded by Alderman Frazer and unanimously carried to approve the minutes of the Planning & Development Commission Regular meeting dated May 26, 2022 with the stipulation that the Magnolia Run subdivision project be revisited on the July 5, 2022 meeting for progress on tree removal and cleanup.

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Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of claims number 060722.

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It was the consensus of the Mayor and Board of Aldermen that the Library Roof would be tabled until the June 21, 2022 meeting to allow Overstreet & Associates to formulate a bid package for said project.

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Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve relocating a water line along the west side of N. Nicholson Avenue that was discovered during the Sewer Force Main Replacement Project construction. It

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is estimated that 4 water services need to be moved at an approximate cost of \$4,000.00. This work will be performed by JLB under the current HCUA contract.

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There came on for discussion Sewer Force Main Project, whereupon Mayor Bass Recognized Harrison County Utility Authority Executive Director John Wilson. Mr. Wilson apprised the Board of the need to request additional funds from the State Revolving Loan Fund (SRF) for the Sewer Force Main Replacement Project. After discussion, Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to authorize an increase of the SRF Loan of approximately \$450,000 to complete the aforementioned project.

\*\*\*\*\*

There came on for discussion a drainage issue near North Ida Lane and McCaughan Avenue, whereupon Mayor Bass recognized Mr. Drew Cameron of 108 McCaughan Avenue, who apprised the Board of the issues he was having maintaining a ditch on his property that does not fully drain to the elevation of the area. After discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to direct City Engineer David Ball to develop estimates on each of the segments of drainage improvements needed for the area.

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There came on for discussion Library Renovations, whereupon Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to direct Librarian Denise Saucier to rank the requests in priority order and present during the budget process.

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ORDINANCE NO. 659

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 636: GOLF CARTS OF THE CITY OF LONG BEACH.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi having made due investigation, therefore, do find, determine, adjudicate and declare as follows:

A. That heretofore the Mayor and Board of Aldermen of the City of Long Beach conducted hearings and at a regular meeting held pursuant to legal notice did adopt and recommend approval of operation of golf carts on public streets and related restrictions.

B. That on April 19, 2022, the Mayor and Board of Aldermen considered testimony and evidence presented and after due deliberation by the Mayor and Board of Aldermen, the Mayor and Board of Aldermen did then find and do now find, determine and adjudicate and declare that amendment to the Golf Cart Ordinance is needed and is clearly justified; that public need exists for adoption of the proposed amendment as shown in Exhibit A incorporated herein.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

A. That the Mayor and Board of Aldermen having considered the comments and testimony at said hearing, all of the documents submitted into evidence and their own knowledge and familiarity with the City of Long Beach, hereby find and adjudicate as follows:

That the clear and convincing evidence established is that the City of Long Beach, Mississippi is in need of amending the Ordinance, 636: Golf Cart.

B. That the clear and convincing evidence establishes the public need for said amendment;

C. The changes will not be detrimental to present and potential users, but will have a beneficial effect which could not be achieved without the amendment;

D. The proposed changes in conformance with the general intent of the Comprehensive Master Plan.

E. That the City of Long Beach Ordinance incorporated herein as Ordinance 636 is hereby amended. This ordinance and resolution of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi shall be deemed effective in the manner and time prescribed by law.

F. The City Clerk is hereby ordered to publish this ordinance and resolution in the manner and time required by law.

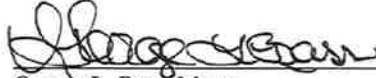
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Alderman Brown made a motion to approve the ordinance creating the amended Unified Land Use Ordinance and Section 636: Golf Carts, attached hereto. Alderman Johnson seconded the motion and the question being put to a roll call vote, the result was as follows:

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Aye

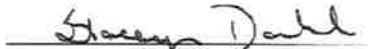
The question having received the Affirmative vote of all of the Aldermen present and voting, the Mayor declared the motion carried and said Ordinance No. 636: Golf Carts amended and approved, this 7<sup>th</sup> day of June, 2022.

APPROVED:

  
\_\_\_\_\_

George L. Bass, Mayor

ATTEST:

  
\_\_\_\_\_

Stacey Dahl, City Clerk

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**EXHIBIT A**

**ARTICLE XIX. - GOLF CARTS**

**Sec. 34-613. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Long Beach, Mississippi.

Golf cart means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of use that exceeds speeds of 25 miles per hour and is equipped with the safety equipment as required under 49 CFR 571.500.

Golf cart and low speed vehicle and motorized vehicle within this article will be considered interchangeable, meaning the same in most cases.

Governing authorities means the Mayor and Board of Aldermen of the City of Long Beach, Mississippi.

Low speed vehicle means any electric or gasoline powered vehicle having a top speed greater than 20 mph but less than 25 mph and is equipped with safety equipment as required under 49 CFR 571.500. (Ord. No. 636, art. 1, 6-19-2018)

**Sec. 34-614. - Operational location restrictions.**

Crossing Highway 90 to the south or north is authorized at intersection of Highway 90 and Jeff Davis Avenue only.

**Sec. 34-615. - Golf cart operational requirements.**

- (a) The owner of every low speed vehicle and golf cart to be operated, as authorized under this article, on a public city street shall cause such vehicle to be registered with the city at the permit office before operating on any public city street. Upon such registration and satisfactory vehicle inspection, the city police department shall issue a numerical identification decal to the owner and shall maintain a record of each identification number, along with the name and address of the registered owner. The identification decal shall be affixed on the left rear fender area of the vehicle so as to be fully visible when the vehicle is in operation. An annual registration fee in the amount of \$100.00 shall be payable at the time of registration and the registration shall be effective for one (1) year from the date of issuance. If the vehicle is transferred to another owner for operation in the city, the registration will not be transferred to the new owner. A new decal must be obtained before it is operated on any public city street and a registration fee shall be paid to the city.
- (b) The exhaust system of every registered vehicle which is powered by a gasoline engine shall be maintained in proper working condition. It is unlawful for any registered vehicle to be operated on any city street, on which any device installed thereon by the manufacturer for the purpose of controlling exhaust emissions, to be removed or altered so as to interfere with its normal operation.
- (c) Operation of motorized vehicles in the city shall comply in every respect with the requirements of state law, including, without limitation, the provisions of 49 CFR 571.500, and all other statutory regulations applicable to vehicular traffic and safety equipment.

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- (d) As a minimum, each low speed vehicle shall be equipped with:
- (1) Headlamps;
  - (2) Front and rear turn signal lights;
  - (3) Tail lights;
  - (4) Stop lights;
  - (5) Reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear;
  - (6) An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror;
  - (7) A parking brake;
  - (8) A horn;
  - (9) A Type 1 or Type 2 seat belt assembly conforming to section 571.209, Federal Motor Vehicle Safety Standard No. 209.
- (e) Any person operating a low speed vehicle or golf cart on the public roads and streets must have in his possession a valid driver's license or temporary driver's permit and proof of financial responsibility as required under MCA 1972, § 63-15-1 et seq.
- (f) Motorized vehicles shall not be operated on sidewalks in the city.
- (g) A motorized vehicle may be operated on any street within the city for which the posted speed limit is 25 miles per hour or less.
- (h) Notwithstanding any other provision of law to the contrary, when operated by a person participating in a parade permitted by the city, low speed vehicles and golf carts may be operated on the permitted route of the parade while participating in the parade.

(Ord. No. 636, art. 3, 6-19-2018)

Sec. 34-616. - Traffic laws applicable to golf cart operation.

A low speed vehicle or golf cart is considered a motor vehicle and all traffic laws and fines apply including offenses such as DUI and reckless driving. All safety equipment must be properly maintained or traffic tickets/fines may apply. Any person who is convicted of violating the provisions of this article or any ordinance of the city on any act that is prohibited or is made or declared to be unlawful or an offense, or whenever in such code or ordinance, the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine not exceeding \$1,000.00, by confinement or confinement at labor for a term not exceeding 30 days, any or all of such penalties in the discretion of the municipal judge.

(Ord. No. 636, art. 4, 6-19-2018)

CERTIFICATE

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

I, the undersigned, Stacey Dahl, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #659 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 7<sup>th</sup> day of June, 2022, as the same appears of record in Ordinance Book #9, pages 383 - 386, inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 7<sup>th</sup> day of June, 2022.



Stacey Dahl  
Stacey Dahl, City Clerk

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Mayor Bass recognized Mr. Tom Carpenter, member of the Long Beach School District Board of Trustees, who apprised the Board on the progress of Ukrainian Foreign Exchange Students.

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There came on for discussion the Enclave Phase II subdivision that received recommendation of final plat approval at the May 26, 2022 Planning & Development Commission meeting. City Engineer David Ball reported that the items that were of concern have been remedied and recommended the following:

161 Lameuse St., Suite 203  
Biloxi, MS 39530  
228-967-7137



630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

June 7, 2022

City of Long Beach  
P.O. Box 929  
Long Beach, MS 39560

**RE: Mitchell Rd. S/D North (The Enclave Ph. 2)**

Ladies and Gentlemen:

We understand that the developer of the referenced subdivision is seeking Final Plat approval for the referenced subdivision. This subdivision represents the final 64 lots of the City's originally approved Mitchell Rd. Subdivision. There were a few elements of the subdivision which were incomplete when the subdivision came from final plat to the Planning Commission. Since that time, the incomplete elements have been mostly resolved. This letter shall serve to document the remaining items of needed construction/correction for this subdivision:

1. The establishment of grass which was previously included on the completion bond is normally performed as part of the construction & completion of each home on each lot. It is not unreasonable to allow that process to continue within this subdivision, and the item was therefore removed from the completion bond. It is to be noted that the developer has created a preliminary lot grading plan for each lot which must be followed by the home builder to ensure the subdivision grading & drainage functions as designed.
2. We do note that we are still concerned about the performance of much of the asphalt on-site, due to a very low crown in the road (if any crown at all). However, it seems reasonable that the asphalt could be treated as a warranty item and is included in our estimate of the warranty bond below.
3. There are still two small areas where the asphalt is very poor in appearance, which the Contractor believes could be remedied by the installation of a seal coat or sand mix. He advises that installation of such a solution would help seal & lock the existing asphalt together to make it withstand traffic and weather better. Our rough estimate for the performance of this work is \$2,000. We have prepared and attached a worksheet for a completion bond with an estimate for the cost of that work.

We have also received a statement from the developer regarding the actual cost of the public improvements constructed as part of this subdivision phase, which we have accepted with some slight modifications. Based upon this value, the correct amount for the two-year warranty bond for this development would be  $10\% \times \sim \$1,261,159 = \$126,116$ . In summary, we see no reason to withhold acceptance of the final plat of the referenced subdivision, subject to the comments above.

Sincerely,



David Ball, P.E.

DB:539  
Attachment



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LONG BEACH - MITCHELL RD. S/D NORTH PH.2 (THE ENCLAVE PH. 2)  
2-YEAR COMPLETION BOND ESTIMATE - 6/7/2022

DESCRIPTION	QUANTITY	UNIT COST	EXTENSION
REPLACE FAILING/INCORRECTLY GRADED ASPHALT	8 TONS	\$ 200.00	\$ 1,600.00
TOTAL CONSTRUCTION COST			\$ 1,600.00
ADMINISTRATIVE COSTS (25%)			\$ 400.00
REQUIRED COMPLETION BOND VALUE			\$ 2,000.00

After discussion, Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to accept the foregoing recommendation for completion bond and warranty bond.

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There came on for discussion the need for inspection services during underground utility projects being installed in the City's Right of Way by outside contractors. This inspection service would help prevent damage to existing utilities in the ground and ensure that the new utilities are placed correctly. After further discussion, Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to direct Public Works Director Joe Culpepper to prepare an estimate to add an inspector position to the H2O Innovation contract to be discussed at the next Board meeting on July 5, 2022.

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Based on the recommendations of Department Heads and certification by the Civil Service Commission, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve personnel matters, as follows:

Police Department:

- Classification Change, Crime Scene Investigator Tamra Bordelon, CSA-7-B, effective June 1, 2022
- New Hire, Police Officer 1<sup>st</sup> Class Kennis Montgomery, PS-9-II, effective June 16, 2022
- New Hire, Police Officer 1<sup>st</sup> Class Amanda Branning, PS-9-I, effective June 16, 2022

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Alderman Bennett made motion seconded by Alderman McCaffrey and unanimously carried to change the part time laborer position in Recreation to a full time position.

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Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Budget Amendment FY 2022 for the Recreation Department:

**City of Long Beach  
Budget Amendment Request**

Fund Name	<u>General</u>	Date	<u>6/7/2022</u>
Department #	<u>435</u>	Budget Entry #	<u>                    </u>
Department Name	<u>Recreation</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies 435-610700	<u>8,500</u>	<u>4,964</u>	<u>2,000</u>	<u>15,464</u>
Fund Balance	<u>                    </u>	<u>                    </u>	<u>(2,000)</u>	<u>(2,000)</u>
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>-</u>

Amendment to budget funds for border material for swings at Town Green as approved by MBOA on 05/17/22

Amendment #13

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Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Memorandum of Understanding with Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and Non-Compensated Special Contract with The Mississippi Bureau of Narcotics (MBN) , and authorize the Mayor and Chief of Police to execute same:

FEDERAL GRANT NO. G22-GC0003A  
MBN GRANT REPL. CT. NO. : \_\_\_\_\_  
DUNS NO. : \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE**

**MISSISSIPPI BUREAU OF NARCOTICS**

**AND THE**

**MISSISSIPPI GULF COAST HIGH INTENSITY  
DRUG TRAFFICKING AREA**

**AND THE**

**LONG BEACH POLICE DEPARTMENT**

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the **LONG BEACH POLICE DEPARTMENT** (LEO) shall begin on 01/01/2022 and shall not extend beyond 12/31/22 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of **\$21,958.00** to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).
2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by MBN and Gulf Coast

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HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10<sup>th</sup> of the following month:

**Shauna Powell, Chief Financial Officer**  
**Mississippi Bureau of Narcotics**  
**P.O. Box 720519**  
**Byram, Mississippi 39272-0519**

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15<sup>th</sup> day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

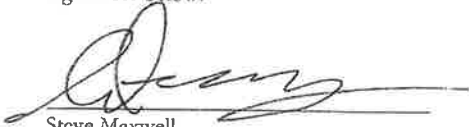
7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.


8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative


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dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

  
Steve Maxwell  
Acting Director, Mississippi Bureau of Narcotics

  
MBN Legal Counsel, Anthony Schmidt  
Reviewed as to legal form

  
Tony Sauro  
State Director, Mississippi Gulf Coast HIDTA

  
Law Enforcement Agency Head

### APPENDIX A of MOA

#### Long Beach PD

#### 2022 Expenditure Plan \*

TCMIT	Overtime	19,372.00
Long Beach PD	Services	8,400.00
		27,772.00

\* Expenditure Plan is for the calendar year 2022, and may be comprised of unexpended balances from previous years Awards

#### 2022 Awarded Budget

TCMIT	Overtime	\$13,558
	Services	\$8,400

**Total 2022 Award: \$21,958**

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**DETAILED EXPENDITURE WORKSHEET**



Award #: \_\_\_\_\_ Agency: \_\_\_\_\_  
 Period: \_\_\_\_\_  
 From: \_\_\_\_\_ Initiative: \_\_\_\_\_  
 To: \_\_\_\_\_

Code	Description	Amount This Period
<b>PERSONNEL</b>	Regular salary, including vacation and holiday, paid to agency employees	_____
<b>FRINGE</b>	FICA, Retirement, Health, Life, Dental, Other Fringe Benefits paid in accordance with agency policies	_____
<b>OVERTIME</b>	Overtime paid to agency employees	_____
<b>TRAVEL</b>	Operational (Witness interview & Managerial meetings), Seminars, Conferences/Training/Local travel costs, including transportation, lodging, meals, and incidentals	_____
<b>FACILITIES</b>	.Lease of office space, warehouse, and other facilities .Facilities-related services, including Utilities (electricity, water, sewer, garbage), Janitorial & Alarm, and Improvements/Upgrades/Maintenance (e.g., repairs, fumigation)	_____
<b>SERVICES</b>	.All lease/rental of equipment (all phones (local/long distance charges), pagers, radios, copiers, vehicles, computers, data lines, audio/visual) .Contractual services (Workforce under contract for specific project, Consultants (computer, investigative, litigation), Photo processing) .Insurance (planes, vehicles, professional) .Repairs/Maintenance (all except facilities) - service agreements .Training/Tuition (fees, course-related books & supplies) .Training/Tuition (fees, course-related books & supplies)	_____
<b>EQUIPMENT</b>	Purchase of Equipment (Communications (audio, phones, pagers, radios); Office (furniture, computer work stations, computers & accessories, copiers, fax machines, & others); Surveillance (electronica, specialized audio/phone, equip., lens, scopes, night vision, pen register, automatic dialed number recorder); Photo (cameras, lenses, and related equipment); Transportation (vehicles, vans, planes, boats, motorcycles, accessories); Video (video & infrared/night vision cameras and lenses, microwave, monitor, VCR, transmitter, others))	_____
<b>SUPPLIES</b>	Books, directories, subscription to journals, etc.; Computer software/updates, and supplies (paper, toner, etc.); Vehicle fuel, lubricants, repair parts; Uniforms, safety glasses, riot equip.; Films, office and analytical supplies)	_____
<b>OTHER COSTS</b>	Purchase of Information/Evidence; Items not covered elsewhere	_____
		\$ _____

**Appendix B**

**Gulf Coast**  
High Intensity Drug Trafficking Area  
3838 North Causeway Boulevard · Suite 1900 · Metairie, Louisiana 70002 · Phone (571) 362-4851 · Fax (571) 362-4815  
**Request for Reimbursement of HIDTA Overtime Expenses**



Agency Address  
HIDTA Initiative Period From: To  
Phone:

A	B	C	D	E
Employee Name	OT Hrs. this period	Case Number or DHE Operation Number	OCDETF case? Yes/No	Current claim
<b>Appendix B</b>				
<b>TOTALS</b>				<b>\$0.00</b>

I certify to the best of my knowledge that the above is correct: all outlays were for the purposes set forth in the grant agreement or any other agreement; that they were made in accordance with the grant or other agreement conditions  
Signature of Authorized Representative of Requesting Agency  
Signature of HIDTA Initiative Supervisor

Print name and Title: \_\_\_\_\_ Date \_\_\_\_\_  
Print name and Title: \_\_\_\_\_ Date \_\_\_\_\_



**High Intensity Drug Trafficking Area**

3838 North Causeway Suite 1900 - Metairie, Louisiana 70002 - Phone(504) 840-1400 - Fax (504) 840-1406

**VEHICLE ALLOWANCE**

AGENCY: \_\_\_\_\_

GC HIDTA INITIATIVE: \_\_\_\_\_

GRANT #: \_\_\_\_\_

MONTH/ YEAR: \_\_\_\_\_

DESCRIPTION OF VEHICLE DRIVEN BY FULL-TIME GC HIDTA AGENT(S) SEEKING ALLOWANCE:

	Make	Model	Year	VIN:	Beginning/ Ending/ Total driven/ driver's name
1.					0
2.					0
3.					0
4.					0
5.					0
6.					0
7.					0
8.					0
9.					0
10.					0

Names of full-time Agents Assigned from your department during this reporting period.  
 (NOTE: List all sworn officers assigned full-time to all GCHIDTA Initiatives).

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_ 9. \_\_\_\_\_ 14. \_\_\_\_\_
5. \_\_\_\_\_ 10. \_\_\_\_\_ 15. \_\_\_\_\_

**Appendix B**

AMOUNT CLAIMED: \$2,100.00

\_\_\_\_\_  
 Name of Agency Certifying Official

\_\_\_\_\_  
 Signature of Employee

\_\_\_\_\_  
 Signature of Initiative Supervisor

\_\_\_\_\_  
 Signature of State Director



*Appendix C*


**CERTIFICATION REGARDING LOBBYING**

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here \_\_\_\_\_ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

  
\_\_\_\_\_  
Signature of Authorized Official  
Mayor  
\_\_\_\_\_  
Title

6-8-22  
\_\_\_\_\_  
Date

Certification Regarding Lobbying

\*

\*

**Minutes of June 7, 2022  
Mayor and Board of Aldermen**

**NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT  
PURSUANT TO § 41-29-112 MISS. CODE ANN.  
MADE BY AND BETWEEN  
THE MISSISSIPPI BUREAU OF NARCOTICS,  
WESLEY RANDALL MCNEECE, AND LONG BEACH 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;" WESLEY RANDALL MCNEECE, hereinafter referred to as MCNEECE and generally as "SCI;" and LONG BEACH POLICE DEPARTMENT, hereinafter referred to as LONG BEACH PD and generally as "EMPLOYER."

**2.0 SCOPE OF WORK**

All services listed in this statement are to be performed by MCNEECE 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.

**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

**Minutes of June 7, 2022**  
**Mayor and Board of Aldermen**

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not interfered 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 Commissioner of the Mississippi Department of Public Safety 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.

**3.2 Firearms Qualification**

SCI must complete firearms training and meet standards, as required by MBN, 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.

**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 LONG BEACH 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**

SCI Contract for MCNEECE  
Page 2 of 7

**Minutes of June 7, 2022  
Mayor and Board of Aldermen**

**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. This agreement shall terminate on **JUNE 30, 2022** 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 LONG BEACH 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**

SCI Contract for MCNEECE

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**Minutes of June 7, 2022  
Mayor and Board of Aldermen**

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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 158 ROSIE DRIVE, LONG BEACH, MS 39560. 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 LONG BEACH 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 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

SCI Contract for MCNEECE  
Page 4 of 7

Minutes of June 7, 2022  
Mayor and Board of Aldermen

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 MCNEECE 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

\_\_\_\_\_  
STEVEN MAXWELL  
MBN DIRECTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SPECIAL CONTRACT INVESTIGATOR

\_\_\_\_\_  
WITNESS TO SCI SIGNATURE  
PRINT NAME: \_\_\_\_\_

June 8, 2022  
DATE

  
POLICE CHIEF  
PRINT NAME: William Seal

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**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,  
WESLEY RANDALL MCNEECE, AND LONG BEACH POLICE DEPARTMENT**

Addendum A – LONG BEACH PD'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.



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Mayor and Board of Aldermen

ADDENDUM 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,  
WESLEY RANDALL MCNEECE, AND LONG BEACH POLICE DEPARTMENT

I hereby request that the Director of the Mississippi Bureau of Narcotics appoint MCNEECE 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 MCNEECE 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 LONG BEACH PD.

I certify that:

- (1) MCNEECE 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 LONG BEACH PD while working as a non-compensated Special Contract Investigator.
- (2) LONG BEACH 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 LONG BEACH PD while working as a non-compensated Special Contract Investigator.
- (3) MCNEECE 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) MCNEECE 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) MCNEECE 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 MCNEECE 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 LONG BEACH CITY COUNCIL.

6/8/22  
DATE

6/8/22  
DATE

[Signature]  
POLICE CHIEF  
PRINT NAME: William Seal

LONG BEACH CITY COUNCIL  
PRINT NAME: George L. Bass  
[Signature]  
WITNESS TO CITY COUNCIL  
PRINT NAME: Stacey Dahl  
Stacey Dahl

HARRISON COUNTY LAW ENFORCEMENT  
TRAINING ACADEMY

This is to certify that

Wesley R. McNeece

CLASS 2020-3

has successfully completed the Basic Law Enforcement  
Refresher course of study approved by the Mississippi Board on  
Law Enforcement Officer Standards and Training  
(200 Hours)

Awarded this 12<sup>th</sup> day of November, 2020

  
Troy J. Peterson, Sheriff

  
Mayor Louis Elias, Director

THE NATIONAL RIFLE ASSOCIATION  
OF AMERICA

*This is to certify that*

Wesley McNece  
*of the*

Harrison County Law Enforcement Training Academy

*has satisfactorily completed the following approved  
NRA Law Enforcement course of fire:*

*and qualified as*

Handgun / Sharpshooter

Issued this 24<sup>th</sup> day of \_\_\_\_\_, September, 2020



*[Signature]*

NRA Firearms Instructor

*[Signature]*

Secretary

LE15524

Minutes of June 7, 2022  
Mayor and Board of Aldermen

William A. Seal  
Chief of Police



LONG BEACH POLICE DEPARTMENT

DATE: April 13, 2022  
TO: Captain Brian Sullivan  
Mississippi Bureau of Narcotics  
FROM: Chief William Seal  
Long Beach Police Department  
RE: Bond Certification for Special Agent Wesley McNeece

Please allow this letter to serve as confirmation that CNET Special Agent Wesley McNeece is currently covered under the Police Bond for the Long Beach Police Department. Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Seal".

William A. Seal  
Chief of Police

PO Box 929, Long Beach, MS 39560

Phone: 228-865-1981

Fax: 228-863-1557

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**Minutes of June 7, 2022  
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the following Change Order with KBM for City Hall HVAC System Repairs, and authorize the Mayor to execute same:

161 Lameuse St., Suite 203  
Biloxi, MS 39530  
228-967-7137



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

June 3, 2022

City of Long Beach  
P.O. Box 929  
Long Beach, MS 39560

**RE: Change Order No. 1  
Long Beach City Hall HVAC System Repairs**

Ladies and Gentlemen:

We have attached proposed Change Order No. 1 for the referenced project and hereby request your review and approval. As per several discussions previously, the scope of work for this project was significantly reduced due to concerns about the budget. However, the low bid was significantly below the budget, allowing for further improvements to the HVAC system. The attached change order represents the costs associated with those improvements which should restore the system to the intended functionality of the original design.

Also, based on discussions with the mechanical engineer (Lawrence Stephens) and the Contractor (KBM), we have also included a change order item for the City to enter into a 2-year maintenance agreement with KBM to maintain the HVAC system for optimal performance and extended lifespan. If preferable, the City could enter this agreement via separate contract.

The change order also includes a time extension of 120 days due to delays in equipment deliveries for work in the original contract and for expected delivery timelines for the work proposed herein. Please advise if you have any questions.

Sincerely,

David Ball, P.E.

DB:1145  
Attachment

# Minutes of June 7, 2022 Mayor and Board of Aldermen

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**Change Order**

No. 1

Date of Issuance: 6/1/2022 Effective Date: 6/7/2022

Project:	Owner: <b>City of Long Beach</b>	Owner's Contract No.:
Contract:	<b>Long Beach City Hall - HVAC System Repairs (REBID)</b>	Date of Contract: <u>2/10/2022</u>
Contractor:	<b>KBM Solutions, LLC</b>	Engineer's Project No.: <u>1145</u>

The Contract Documents are modified as follows upon execution of this Change Order:

**Description:**

1. Add pay items to repair or replace components of the HVAC system which were determined to be damaged during construction. ~~These items weren't included in the original bid package and are therefore unforeseen items of work.~~
2. Add pay item to secure a 2-year quarterly maintenance plan with the Contractor. This should significantly extend the life of the entire HVAC system, including components not replaced as part of this Contract. Extend contract time for equipment delivery delays and for additional work added in this change order.

**Attachments:** (List documents supporting change):

1. Contractor's request & supporting documentation for Change Order #1.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
\$59,490.00

(Decrease) In Contract Price from previous Change Orders No. n/a to No. n/a  
\$0.00

Contract Price prior to this Change Order:  
\$59,490.00

(Increase) In Contract Price due to this Change Order:  
\$62,766.20

Revised Contract Price incorporating this Change Order:  
\$122,256.20

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working Days  Calendar days  
Substantial completion (days or date): 90  
Ready for final payment (days or date): \_\_\_\_\_

Change in Contract Time from previous Change Orders No. n/a to No. n/a  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times prior to this Change Order:  
Substantial completion (days or date): 5/28/2022  
Ready for final payment (days or date): \_\_\_\_\_

(Increase) In Contract Time due to this Change Order:  
Substantial completion (days or date): 120  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times incorporating this Change Order:  
Substantial completion (days or date): 9/25/2022  
Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:  
(ENGINEER)

By: \_\_\_\_\_

Date: 6/3/2022

ACCEPTED:  
(CONTRACTOR)

By: Casey Blanchard

Date: \_\_\_\_\_

ACCEPTED:  
(OWNER)

By: \_\_\_\_\_

Date: 6/8/22

Minutes of June 7, 2022  
 Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER		PROJECT NO.						
1		1145						
ITEM NO	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	REVISED CONTRACT QUANTITY	REVISED CONTRACT AMOUNT
<b>BASE BID</b>								
1	CITY HALL HVAC SYSTEM REPAIRS	1 LS	\$ 59,490.00	\$59,490.00		\$0.00		\$59,490.00
CO1-1	REPAIR EXISTING ERV ("ENERGY RECOVERY VENTILATOR") FOR IMPROVEMENT TO THE HVAC DE-HUMIDIFYING PERFORMANCE; INCLUDES TEST & BALANCE FOR OUTSIDE AIR SYSTEM	0 LS	\$ 18,876.00	\$0.00	1	\$18,876.00	1	\$18,876.00
CO1-2	INSTALL NEW HVAC SYSTEM (INCLUDING EXTERNAL CONDENSER UNIT) FOR IT ROOM ON 1ST FLOOR. INSTALL CORRECT CONTROLS AND ADDRESS SYSTEM WITH CENTRALIZED CONTROLLER FOR ENTIRE SYSTEM. REPLACE EXISTING FAILED SENSORS AND THERMISTORS. REPAIR EXISTING REFRIGERANT LEAKS, AND ADD REFRIGERANT NEEDED FOR LOSSES DUE TO EXISTING LEAKS.	0 LS	\$ 30,495.00	\$0.00	1	\$30,495.00	1	\$30,495.00
CO1-3	2-YEAR QUARTERLY MAINTENANCE PROGRAM TO MAINTAIN THE ENTIRE CITY HALL HVAC SYSTEM, TO EXTEND PERFORMANCE AND LIFESPAN OF EQUIPMENT.	0 LS	\$ 13,395.20	\$0.00	1	\$13,395.20	1	\$13,395.20
<b>TOTAL BASE BID:</b>				<b>\$59,490.00</b>		<b>\$62,786.20</b>		<b>\$122,276.20</b>
<b>TOTAL CONTRACT VALUE:</b>				<b>\$59,490.00</b>		<b>\$62,786.20</b>		<b>\$122,276.20</b>

EJCDC No. C-641 (2022 Edition)  
 Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

**Minutes of June 7, 2022  
Mayor and Board of Aldermen**



113 Red Hill Church Rd  
Lumberton, MS 39455  
Office: 601-928-6493  
Fax: 601-928-5216

**Change order 1**

To: Lawrence, David  
Project: Long Beach  
Date: 6/1/22

Description	Total
Parts and Labor to Repair ERV, include test and balance for outside air	\$18,876
Add new system for IT room on first floor, correct controls and address system with centralized controller, Replace bad sensors, thermistors, repair refrigerant leaks, and add refrigerant as need for peak performance.	\$30,495
2 year Quarterly maintenance this includes, changing owner supplied filters, cleaning drain lines, coils, adjusting belts, trending units for proper performance, making any needed adjustments to keep equipment performing at its peak.	\$1674.40 per Qt. \$13,395.20 2 yr
<p><i>Filters and belts by owner. Any repairs competed will be separate charge. We will give price on repairs for approval.</i></p> <p><i>Price valid for 30 days.</i></p>	

KBM Solutions, LLC  
113 Red Hill Church Rd. Lumberton, MS 39455  
Office: 601-928-6493 Fax: 601-928-5216

[casey@kbmsolution.com](mailto:casey@kbmsolution.com)  
cell: 601-916-0782

[ken@kbmsolution.com](mailto:ken@kbmsolution.com)  
cell: 601-916-0785

[katie@kbmsolution.com](mailto:katie@kbmsolution.com)  
cell: 601-365-9242



Minutes of June 7, 2022  
Mayor and Board of Aldermen



To: David Ball  
Project Long Beach city Hall  
Date 6/2/22

- KBM is asking for Time extension on the Long Beach city hall project due to:
- Equipment delayed and was not delivered till 5/26/22 due to availability of some of the manufactured parts.
  - Upon trending units we found a unit to be in the system that was not shown on the drawings, and interfered with the install of the cassette we were to install on the second floor.
  - We can not complete our contracted portion of the work without the change order being completed.
- Change order Prices we submitted on new equipment and on ERV repair has a 12 week lead time on parts, and then a 3 week install time once receiving equipment.
- Change order is a turnkey price to repair ERV and remove the extra head and install mini split in IT room, which will allow to complete the contracted work.

KBM Solutions, LLC  
 113 Red Hill Church Rd. Lumberton, MS 39455  
 Office: 601-928-6493 Fax: 601-928-5216  
[casey@kbmsolution.com](mailto:casey@kbmsolution.com)      [ken@kbmsolution.com](mailto:ken@kbmsolution.com)  
 cell: 601-916-0782                      cell: 601-916-0785

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Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss potential litigation.

The question having received the affirmative voice vote of all of the Aldermen present and voting, the Mayor declared the motion carried, whereupon the Board entered into Executive Session.

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Minutes of June 7, 2022  
Mayor and Board of Aldermen

The meeting resumed in Open Session, whereupon based on discussion held and information obtained in executive session, Alderman Bennett made motion seconded by Alderman Johnson and unanimously carried to authorize City Attorney Simpson and Mayor Bass to make settlement and sign release for the damages by a contractor to the intersection of Cleveland Avenue and Railroad Street while boring in October 2021.

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There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Brown made motion seconded by Alderman Parker and unanimously carried to adjourn in honor of former Fire Chief Billy Fennell until the next regular meeting in due course.

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APPROVED:

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Alderman Donald Frazer, At-Large

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Alderman Patrick Bennett, Ward 1

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Alderman Bernie Parker, Ward 2

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Alderman Angie Johnson, Ward 3

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Alderman Timothy McCaffrey, Jr., Ward 4

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Alderman Mike Brown, Ward 5

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Alderman Pete L. McGoey, Ward 6

\_\_\_\_\_  
Date

ATTEST:

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Kini Gonsoulin, Deputy City Clerk