

**MINUTES OF NOVEMBER 10, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA  
NOVEMBER 10, 2022  
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION  
CITY OF LONG BEACH, MISSISSIPPI  
5:30 O'CLOCK P.M.  
LONG BEACH CITY HALL  
MEETING ROOM  
201 JEFF DAVIS AVENUE**

**I. CALL TO ORDER**

**II. ROLL CALL AND ESTABLISH QUORUM**

**III. PUBLIC HEARINGS**

**IV. ANNOUNCEMENTS**

**V. APPROVE MINUTES**

- 1. October 27, 2022

**VI. UNFINISHED BUSINESS**

**VII. NEW BUSINESS**

- 1. Tree Removal- 106 Sea Pine Street, Tax Parcel 0711M-03-049.000, Submitted by Dave Overturf and Ginger Wentz.
- 2. Tree Removal- 101 Beach Park Place, Tax Parcel 0711M-04-017.000, Submitted by Patrick and Robin Buch.
- 3. Planning Commission Approval, Short-Term Rental- 115 Olson Avenue, Tax Parcel 0612E-02-084.000, Submitted by Durlon and Megan Bryant (owners) and Megan Bryant (property manager).
- 4. Planning Commission Approval, Short-Term Rental- 114 Lassere Circle, Tax Parcel 0611P-03-059.000, Submitted by Mike Stosich (owner) and Tanya Darrow (property manager).
- 5. Discussion- Subdivision Ordinance Changes.

**VIII. DEVELOPMENT & RESEARCH**

**IX. ADJOURN**

**\*\*\*NOTES\*\*\***

\*\*All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on November 15, 2022.

\*\*The agenda for the Planning Commission meeting closes at 12:00 O'clock (noon), and/or in accordance with applicable ordinances, the Thursday prior to the meeting day.

Vice Chairman Shawn Barlow read the Opening Statement for the Planning and Development Commission.

\*\*\*\*\*

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Commission Chairman Frank Olaivar announced item number 3 under New Business, Planning Commission Approval, Short-Term Rental, 115 Olson Avenue, Tax Parcel 0612E-02-084.000, submitted by Durlon and Megan Bryant, has been withdrawn from the agenda by the applicant.

\*\*\*\*\*

Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 10th day of November 2022, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners Billy Suthoff, Justin Shaw, Chris Fields, Jennifer Glenn and Marcia Kruse, Advisor Bill Hessell, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Commissioners Sawyer Walters, Michael Levens, and Building Official Mike Gundlach.

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

\*\*\*\*\*

Commissioner Suthoff made motion, seconded by Commissioner Shaw and unanimously carried to approve the Regular Meeting minutes of October 27, 2022, as submitted.

\*\*\*\*\*

It came for discussion under New Business a Tree Removal for the property located at 106 Sea Pine Street, Tax Parcel 0711M-03-049.000, submitted by Dave Overturf and Ginger Wentz, as follows:

MINUTES OF NOVEMBER 10, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH, MISSISSIPPI  
201 Jeff Davis Avenue  
P.O. Box 929  
Long Beach, MS 39560  
(228) 863-1554  
(228) 863-1558 fax

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY  
Date Received 10-25-22  
Zoning R-1  
Agenda Date 11-10-22  
Check Number CASH

(Initial on the line that you've read each)

- Dae/BTW Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.
- Dae/BTW Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crown.
- Dae/BTW Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE: 10/25/2022

PROPERTY INFORMATION

TAX PARCEL # 0711M-03-049.000  
 Address of Property Involved: 106 Sea Pine St  
 Property owner name: Dave Overturf & Ginger Nantz  
 Are you the legal owner of the above property? Yes  No  If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.  
 Property owner address: same  
 Phone No. (228) 357-0584

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

(Initial on the line that you've read each)

Dae/BTW TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are disease/or damaged, 3) designate which are endangering any roadway, pavement, or utility line, 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

Dae/BTW PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

Dae/BTW OWNERSHIP: Please provide a recorded warranty deed.

Dae/BTW PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

Dae/BTW REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed; trees to be of Four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.  
Dae/BTW MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

TBD CONTRACTOR OR APPLICANT INFORMATION

Company Name: \_\_\_\_\_  
 Phone No. \_\_\_\_\_ Fax: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

PERMIT INFORMATION

Permit for: Removal  Trimming \_\_\_\_\_ Pruning \_\_\_\_\_

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc. Live Oak

w/ irreparable internal decay leaning towards neighbor's property.

Number of Trees:  
1 Live Oak \_\_\_\_\_ Southern Magnolia

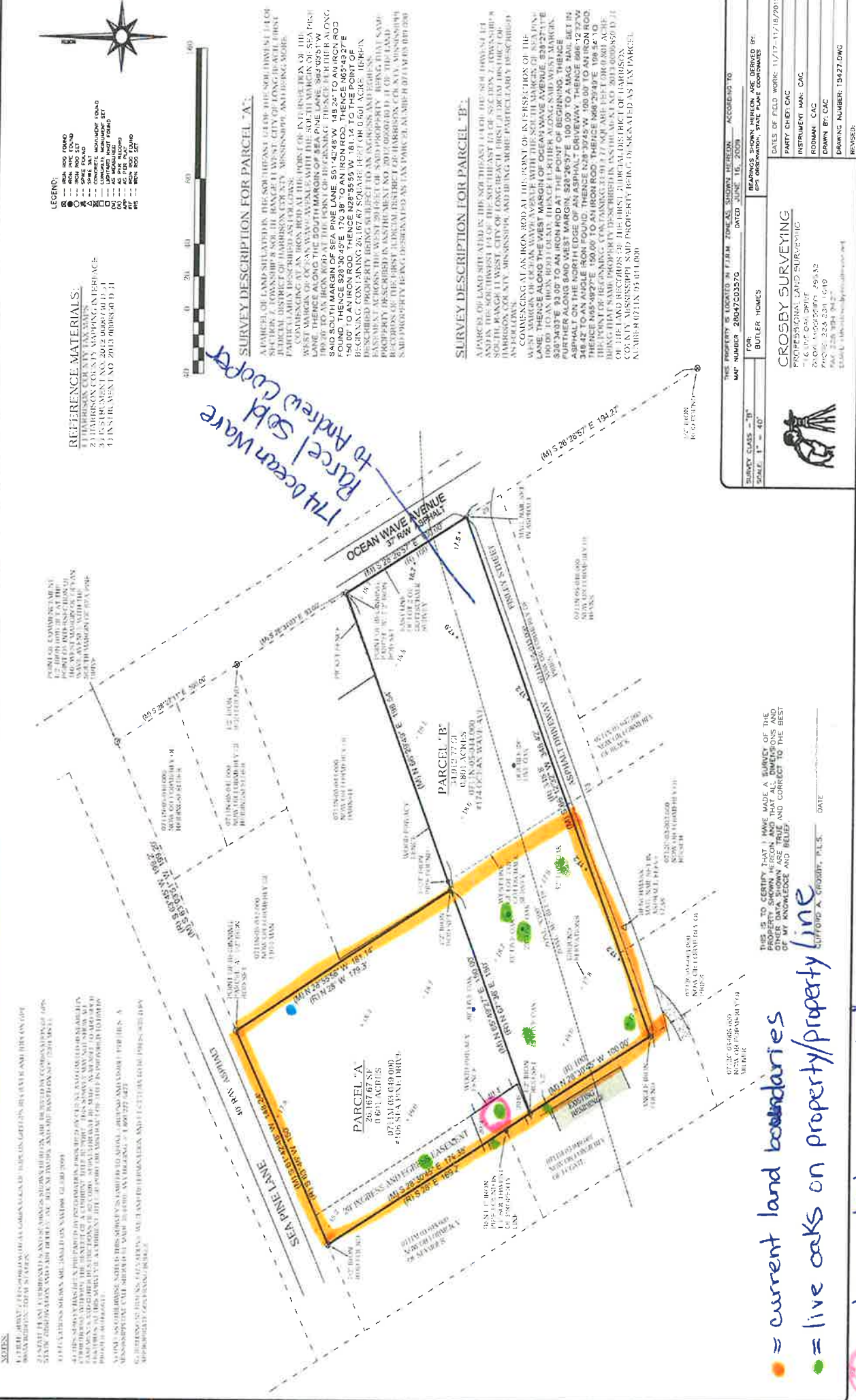
I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all applicable codes, ordinances and state laws regulation construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Ginger T. Nantz  
Signature \_\_\_\_\_

10/25/2022  
Date \_\_\_\_\_  
10/25/2022



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THIS PROPERTY IS LOCATED IN PLUM ZONE-5, SHOWALD HURDON ACCORDING TO MAP NUMBER 28047203576 DATED JUNE 16, 2020.	
SURVEY CLASS - "B"	FOR - BUTLER HOMES
SCALE: 1" = 40'	
CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 1500 OAK DRIVE BLOOMINGDALE, MS 39122 PHONE: 662.328.3331 FAX: 662.328.9342 www.crosby.com	
BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION, STATE PLANE COORDINATES	DATE OF FIELD WORK: 11/17-11/19/2015
	PARTY CHIEF: CAC
	INSTRUMENT NO.: CAC
	RODMAN: CAC
	DRAWN BY: CAC
	DRAWING NUMBER: 15427.DWG
	REVISED:

**LEGEND:**

- IRON ROD FOUND
- - - IRON ROD SET
- - - GRAPE LOG
- - - CONCRETE BOUNDARY CORNER
- - - UNPAVED ROAD RIGHT OF WAY
- - - ASPHALT ROAD RIGHT OF WAY
- - - PAVED ROAD SET
- - - IRON ROD SET

**REFERENCE MATERIALS:**

- HARRISON COUNTY TAX MAPS
- HARRISON COUNTY MAPPING INTERFACE
- HARRISON COUNTY GIS DATA
- MISSISSIPPI DEPARTMENT OF REVENUE AND TAXATION

**SURVEY DESCRIPTION FOR PARCEL "A":**  
 A PORTION OF LAND SHOWN IN THE SOUTHERN BEACH PLANNING AND DEVELOPMENT COMMISSION DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 WEST MARGIN OF OCEAN WAVE AVENUE, BEARING 74° 58' 11" N, DISTANCE 136.12 FEET TO AN IRON ROD AT THE POINT OF INTERSECTION OF THE SAID SOUTH MARGIN OF SEA PINE LANE 85° 42' 48" W, 148.25' TO AN IRON ROD AT THE POINT OF INTERSECTION OF SEA PINE LANE AND PARCEL "A" BEARING 100° 00' 00" W, 150.00' TO AN IRON ROD, THENCE S 24° 55' 29" E 150.00' TO AN IRON ROD, THENCE S 82° 18' 56" E 128.10' TO AN IRON ROD BEGAINING, CONTAINING 26,167.67 SQUARE FEET OR 0.601 ACRES, BEING DESCRIBED PROPERTY BEING SUBJECT TO AN EGRESS AND EGRESS EASEMENT ACTIONS, THE WEST 20 FEET OF SAID PROPERTY, BEING THAT SAME RECORDS OF THE WEST BOUNDARY DISTRICT 2017 005600101 OF THE LAND RECORDS OF THE FIRST CLERK OF HARRISON COUNTY, MISSISSIPPI, SAID PROPERTY BEING DESIGNATED AS TAX PARCEL 15427.0111 AND THE OTHER

**SURVEY DESCRIPTION FOR PARCEL "B":**  
 A PORTION OF LAND SHOWN IN THE SOUTHERN BEACH PLANNING AND DEVELOPMENT COMMISSION DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT AN IRON ROD AT THE POINT OF INTERSECTION OF THE WEST MARGIN OF OCEAN WAVE AVENUE WITH THE SOUTH MARGIN OF SEA PINE LANE; THENCE ALONG THE WEST MARGIN OF OCEAN WAVE AVENUE, BEARING 74° 58' 11" N, DISTANCE 136.12 FEET TO AN IRON ROD AT THE POINT OF INTERSECTION OF SEA PINE LANE AND PARCEL "A"; THENCE ALONG THE SOUTH MARGIN OF SEA PINE LANE, BEARING 85° 42' 48" W, DISTANCE 148.25 FEET TO AN IRON ROD AT THE POINT OF INTERSECTION OF SEA PINE LANE AND PARCEL "A"; THENCE S 24° 55' 29" E 150.00' TO AN IRON ROD, THENCE S 82° 18' 56" E 128.10' TO AN IRON ROD, THENCE S 24° 55' 29" E 150.00' TO AN IRON ROD, THENCE S 82° 18' 56" E 128.10' TO AN IRON ROD BEGAINING, CONTAINING 8,800.37 SQUARE FEET OR 0.201 ACRES, BEING DESCRIBED PROPERTY BEING SUBJECT TO AN EGRESS AND EGRESS EASEMENT ACTIONS, THE WEST 20 FEET OF SAID PROPERTY, BEING THAT SAME RECORDS OF THE WEST BOUNDARY DISTRICT 2017 005600101 OF THE LAND RECORDS OF THE FIRST CLERK OF HARRISON COUNTY, MISSISSIPPI, SAID PROPERTY BEING DESIGNATED AS TAX PARCEL 15427.0112 AND THE OTHER

**TO BE REMOVED**  
 N 20° 28' 07" E 194.27'

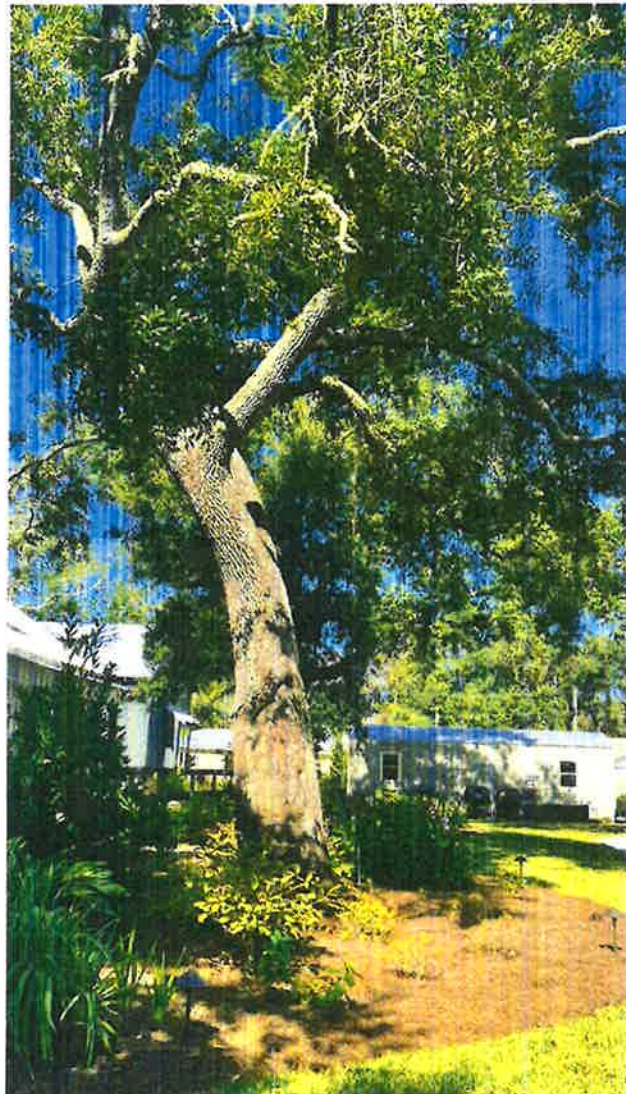
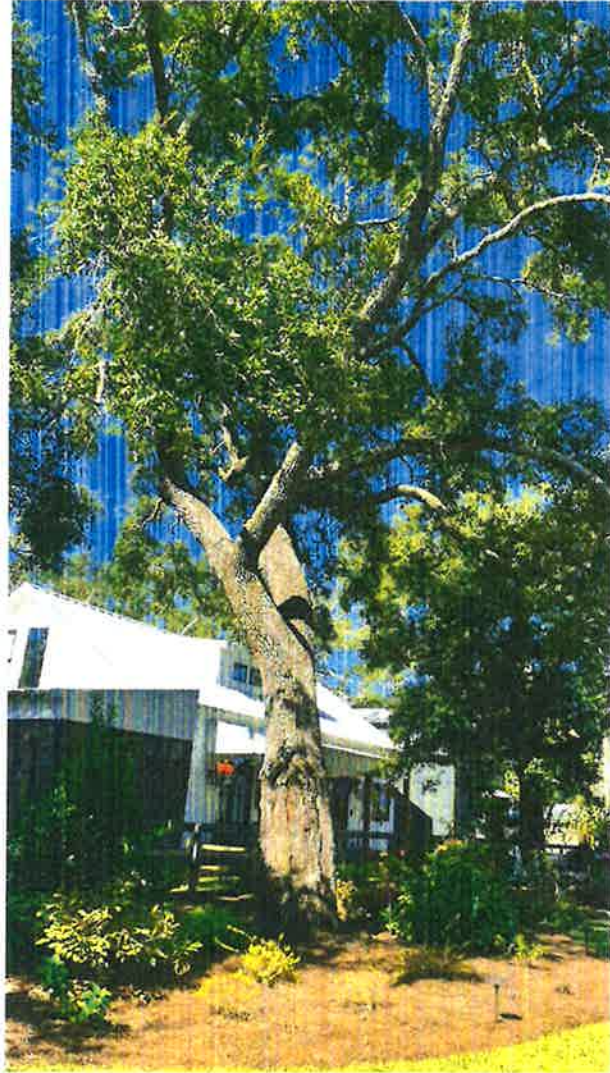
THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND BEARINGS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

\_\_\_\_\_  
 SUFFRIDGE A. CROSBY, P.L.S. DATE \_\_\_\_\_

- = current land boundaries
- = live oaks on property/property line
- = tree to be removed
- = Southern magnolia



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8:04 PM Mon Oct 24 61%

Comments Ginger


View 4 replies...

 Write a reply...


 **John Rushing**  
Admin

There is no effective long term treatment for trees with internal decay. It can live for decades even if completely hollow, or it can fall out of the clear blue any day. anyone telling you otherwise is simply making it up. BTW I got my tree surgery license in 1978, helped teach the arboriculture/tree surgery course at MSU.


1d Love Reply 12  

 **William Shelton**  
[John Rushing](#) the tree we had taken down was so rotten 50 ft up the leaning towards house part that he said could see thru it from telstar //it took telstar that reached 150 ft to take this down it was 100 year old tree

19h Like Reply

 **Ginger Wentz** Author  
[John Rushing](#), thank you. I am a licensed horticulturist, but definitely not an arborist. We are getting estimates this week for removal.

11h Like Reply


 **John Rushing**  
Admin  
[Ginger Wentz](#) my general rule of thumb, from the tree surgery course and decades of tree consultations, is that is a wound is less than halfway around the diameter of the tree, it is dangerous, but if the wound is less than a third of the diameter and has healed over well around the edges (as yours has) the tree will sill have most of its "structural integrity" - likely to remain strong and stable. however, this one appears to be leaning towards the house, which is a factor in whether or not to gamble with it.

10h Like Reply 1 

 Write a reply...

 Write a reply...

Rules

 Write a comment...   

-  Home
-  Friends
-  Watch
-  Marketplace
-  Notifications
-  Menu

MINUTES OF NOVEMBER 10, 2022  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Prepared By: Matthew T. Schwartz, Copley & Ivins, PLLC  
13284 Hwy 49  
Gulfport, MS 39503  
(228) 832-8550  
Our File: 161242

Index AS: Long Beach Section Block 1

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration (the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

Butler Homes, LLC  
A Mississippi Limited Liability Company  
Po Box 7444  
D'Iberville, MS 39540  
228-234-5172

does hereby sell, convey and warrant unto

David W. Overstorf and wife Ginger T. Wentz,  
as joint tenants with full right of survivorship and not as tenants in common  
186 Sea Pine Lane  
Long Beach, MS 39568  
(770) 883-4759

the following described land and property being located in Harrison County, Mississippi, being more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT " A "

THE ABOVE described property is no part the homestead of the Grantor herein  
THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been paid as of this date and are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, Butler Homes, LLC has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized in so on this the 23rd day of September, 2016.

Butler Homes, LLC

By:   
Joshua Workman, Member

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Joshua Workman, who acknowledge that he is the Member of Butler Homes, LLC, and as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity, having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23rd day of September, 2016.

My Commission Expires



EXHIBIT " A "

LEGAL DESCRIPTIONS OF THE TWO PROPOSED PARCELS  
LEGAL DESCRIPTION of Parcel "A":  
A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 11 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT AN IRON ROD AT THE POINT OF INTERSECTION OF THE WEST MARGIN OF OCEAN WAVE AVENUE WITH THE SOUTH MARGIN OF SEA PINE LANE; THENCE ALONG THE SOUTH MARGIN OF SEA PINE LANE, NORTH 71° 02' 50" TO AN IRON ROD AT THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN OF SEA PINE LANE, BEYOND SAID IRON ROD TO AN IRON ROD FOUND; THENCE BEARING 175° 31' TO AN IRON ROD THENCE BEARING 132° 02' TO AN ANGLE IRON FOUND AT THE SOUTHWEST CORNER OF PROPERTY HEREIN FORMERLY OF JOHN THOMAS; THENCE ALONG THE WEST LINE OF PROPERTY HEREOF FORMERLY OF JOHN THOMAS, NORTH 72° 02' TO AN IRON ROD; THENCE NORTH 75° 02' TO AN IRON ROD AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF DARRYL L. THOMAS; THENCE ALONG THE WEST LINE OF SAID PROPERTY AND PROPERTY NOW OR FORMERLY OF FREDERICK, JOHN DREW, JR. TO THE POINT OF BEGINNING, CONTAINING 41,217 SQUARE FEET OR 0.945 ACRES.

AND

LEGAL DESCRIPTION of Parcel "B":  
A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 11 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT AN IRON ROD AT THE POINT OF INTERSECTION OF THE WEST MARGIN OF OCEAN WAVE AVENUE WITH THE SOUTH MARGIN OF SEA PINE LANE; THENCE ALONG THE WEST MARGIN OF OCEAN WAVE AVENUE, SOUTH 71° 02' 50" TO AN IRON ROD FOUND; THENCE ALONG SAID WEST MARGIN OF OCEAN WAVE AVENUE, SOUTH 71° 02' 50" TO AN IRON ROD; THENCE ALONG SAID SOUTH MARGIN OF SEA PINE LANE, BEYOND SAID IRON ROD TO AN IRON ROD FOUND; THENCE BEARING 175° 31' TO AN IRON ROD; THENCE BEARING 132° 02' TO AN ANGLE IRON FOUND AT THE SOUTHWEST CORNER OF PROPERTY HEREOF FORMERLY OF JOHN THOMAS; THENCE ALONG THE WEST LINE OF PROPERTY HEREOF FORMERLY OF JOHN THOMAS, NORTH 72° 02' TO AN IRON ROD; THENCE NORTH 75° 02' TO AN IRON ROD AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF DARRYL L. THOMAS; THENCE ALONG THE WEST LINE OF SAID PROPERTY AND PROPERTY NOW OR FORMERLY OF FREDERICK, JOHN DREW, JR. TO THE POINT OF BEGINNING, CONTAINING 35,816 SQUARE FEET OR 0.820 ACRES.



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After considerable discussion and upon the recommendation of an arborist, Commissioner Shaw made motion, seconded by Commissioner Suthoff and unanimously carried recommending to approve the application as submitted.

\*\*\*\*\*

It came for discussion under New Business a Tree Removal for property located at 101 Beach Park Place, Tax Parcel 0711M-04-017.000, submitted by Patrick and Robin Buch, as follows:

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CITY OF LONG BEACH, MISSISSIPPI  
201 Jeff Davis Avenue  
P.O. Box 929  
Long Beach, MS 39560  
(228) 863-1554  
(228) 863-1558 fax

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY  
Date Received 10-26-22  
Zoning R-1  
Agenda Date 11-10-22  
Check Number 1089

(Initial on the line that you've read each)

RS Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

RS Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crowned.

RS Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE: 10/26/2022

PROPERTY INFORMATION

TAX PARCEL # 0711M-04-017-000

Address of Property Involved: 101 BEACH PARK PLACE

Property owner name: PATRICK + ROBIN BUCH

Are you the legal owner of the above property? Yes  No  If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.

Property owner address: SAME

Phone No. (228) 731 5115

CONTRACTOR OR APPLICANT INFORMATION

Company Name: HENSKE TREE SERVICE

Phone No. 601 716 5126 Fax: \_\_\_\_\_

Name ARTHUR HENSKE

Address WIGGINS

PERMIT INFORMATION

Permit for: Removal  Trimming \_\_\_\_\_ Pruning \_\_\_\_\_

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc.:

DYING TREE; ROPED  
WITH BEETLES OR BEES.

Number of Trees:  
\_\_\_\_\_ Live Oak      1 Southern Magnolia

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all applicable codes, ordinances and state laws regulation construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Rob Buch 10/26/2022  
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

(Initial on the line that you've read each)

RS TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are disease/or damaged, 3) designate which are endangering any roadway, pavement, or utility line, 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

RS PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

RS OWNERSHIP: Please provide a recorded warranty deed.

RS PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

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Return To: c/o Schwarts, Orgler & Jordan, PLLC (228) 852-8550 file#172718  
Document Management  
1000 Woodward Ave  
Prepared By: Patricia M. Hays, J.D.  
1000 Woodward Ave  
Detroit, MI 48226-1906  
Indexing Instructions: Lot 1, North 25' of Lot 2 & 30' strip North of Lot 1, 04k 1, Beach Park Place S/D, Harrison County, 1st JD, MS

Title(s) of Document: Deed of Trust 399125100

Date of Document: 12/05/17  
Borrower(s): Patrick Bush, (940) 611-9147  
114 Industrial St., Centerville, TX 75201-4221  
and wife, Robyn Bush

Lender:  
Quicken Loans, Inc.  
2000 Woodward Ave  
Detroit, MI 48226-1906  
(313) 375-3000

Nominee for Lender:  
Mortgage Electronic Registration Systems, Inc. (MERS)  
P.O. Box 2026, Flat, MD 28561-2026 (mailing address)  
1501 E Woodloch Square, Suite C, Danville, VA 24184 (street address)  
858-79-3233

Trustee:  
Alexis Ajar  
1000 Woodward Ave  
Detroit, MI 48226  
(313) 375-3000



PS RS  
Patricia M. Hays  
Robyn Bush

Return To:  
Document Management  
1000 Woodward Ave  
Detroit, MI 48226-1906  
Prepared By:  
Patricia M. Hays, J.D.  
1000 Woodward Ave  
Detroit, MI 48226-1906  
Indexing Instructions:

Deed of Trust 399125100  
MIN 10003033471515017

Definitions  
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 4, 5, 14, 15, and 21. Certain rules regarding the usage of words used in this document are also provided in SECTION 6.

- (A) "Security Instrument" means this document, which is dated December 5, 2017, together with all Riders to this document.
- (B) "Borrower" means Patrick Bush and Robyn Bush, husband and wife.

Borrower is the trustee under this Security Instrument.  
1000 Woodward Ave  
Detroit, MI 48226-1906  
MERS (Mortgage Electronic Registration Systems, Inc.)  
1501 E Woodloch Square, Suite C, Danville, VA 24184  
858-79-3233

Patricia M. Hays  
Robyn Bush

(C) "Lender" means Quicken Loans, Inc.  
Lender is a Corporation organized and existing under the laws of the State of Michigan  
Lender's address is (Db) 2000 Woodward Ave, Detroit, MI 48226-1906

(D) "Trustee" means Alexis Ajar  
(E) "MERS" means Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and exists under the laws of Delaware and MERS has a mailing address of P.O. Box 2026, Flat, MD 28561-2026 and a street address of 1501 E Woodloch Square, Suite C, Danville, VA 24184. The MERS telephone number is (833) 699-MERS.

(F) "Note" means the promissory note signed by Borrower and dated December 5, 2017. The Note states that Borrower owes Lender One Hundred Forty-Four Thousand Seven Hundred Fifty and 00/100 Dollars (U.S. \$148,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full no later than January 1, 2048.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all taxes due under this Security Instrument, plus taxes.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):  
 Adjustable Rate Rider  Cook/Cashier Rider  Secured Home Rider  
 Cashout Rider  Forward Title Development Rider  1-4 Family Rider  
 VA Rider  Biweekly Payment Rider  Other(s) (specify):  
Legal Attachments

(J) "Applicable Law" means all controlling (a) title federal, state and local statute, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to create, transmit, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated



Patricia M. Hays  
Robyn Bush





**MINUTES OF NOVEMBER 10, 2022**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, and upon recommendation of the Long Beach Tree Board, Commissioner Glenn made motion, seconded by Commissioner Kruse and unanimously carried recommending to approve the application as submitted.

\*\*\*\*\*

Short-Term Rental application for the property located at 115 Olson Avenue, Tax Parcel 0612E-02-084.000, submitted by Durlon and Megan Bryant (owners) and Megan Bryant (property manager), was withdrawn by the applicant.

\*\*\*\*\*

It came for discussion under New Business, Planning Commission Approval, Short-Term Rental application for property located at 114 Lassere Circle, Tax Parcel 0611P-03-059.000, submitted by Mike Stosich (owner) and Tanya Darrow (property manager), as follows:

MINUTES OF NOVEMBER 10, 2022  
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI		
APPLICATION FOR SHORT-TERM RENTAL		
<b>PHYSICAL ADDRESS:</b> 281 JEFF DAVIS AVENUE LONG BEACH, MS 39560	<b>PHONE:</b> (228) 863-1554 <b>FAX:</b> (228) 863-1558	<b>MAILING ADDRESS:</b> POST OFFICE BOX 929 LONG BEACH, MS 39560

PROPERTY INFORMATION:

ADDRESS: 114 Lassere Cir Long Beach MS 39560 Tax Parcel # 0611P03059000  
(Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: Mike Stosich

Property Owner's Address: 2950 E Latham Way Gilbert AZ 85297

Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: 480 544 2121 City State Zip  
Email Address: Mikestosich@gmail.com

Is there a homeowner's association for the neighborhood? NO If so, please provide written statement of support of short term rental?

PROPERTY MANAGER INFORMATION:

Property Manager's Name: Tanya Darrow

Property Manager's Address: (Must be a local contact)  
412 E Pass Rd Gulfport MS 39507  
City State Zip

Property Manager's Phone No.: 228-228-2275 Email Address: Tanya@beachyscatter.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # NA
- Recorded Warranty Deed
- Parking Rules & Plan
- Trash Management Plan
- Copy of Proposed Rental Agreement
- Proof of Liability Insurance, which includes short term rental coverage

ADDITIONAL INFORMATION:

- Completed written statement of compliance.
- FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.
- LICENSE: A Privilege Tax License must be applied and paid for after approval.
- INCOMPLETE APPLICATIONS will not be processed.

AFFIDAVIT

I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

Mike Stosich [Signature] 10-15-22  
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>2</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>6</u>

I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: [Signature] Date: 11/4/22  
Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

Date Received: <u>10-21-22</u>
Agenda Date: <u>11-10-22</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>1048</u>

**MINUTES OF NOVEMBER 10, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Prepared by:  
**David B. Pilger**  
Attorney at Law  
1406 Bienville Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 215-0011

Grantor:  
**Christina B. Cox**  
713 Briarwood Drive  
Long Beach, MS 39560  
(228) 249-4859

Return To:  
**David B. Pilger**  
Attorney at Law  
1406 Bienville Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 215-0011

Grantee:  
**Mike Stosich**  
2950 E Latham Way  
Gilbert, AZ 85297  
(480) 544-2121

File No. F220333S

**INDEXING INSTRUCTIONS: Lot 43, Gulf Park Heights S/D, 1st JD, Harrison County, MS**

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Christina B. Cox**, an unmarried person, do hereby sell, convey and warrant unto **Mike Stosich**, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

**Lot 43, Gulf Park Heights Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 23, at Page 31.**

This being the same property as that conveyed to Christina B. Cox, by instrument recorded in Instrument No. 2022-2266-DJ1, Land Deed Records in the First Judicial District of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor(s) quitclaims any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE, on this the 24<sup>th</sup> day of August, 2022.

Christina B. Cox  
Christina B. Cox

ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Christina B. Cox**, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 24<sup>th</sup> day of August, 2022.



Sarah Jeanfreau  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



**MINUTES OF NOVEMBER 10, 2022**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
Beachy Bookings, LLC. Short Term Rental Agreement

Address: \_\_\_\_\_

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

#### OCCUPANCY

Guest agrees that no more than six persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

#### CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such item's failure to work but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and always keep the Property in clean and sanitary condition. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive, or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

#### DEFAULT

**If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings, and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.**

#### ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

#### RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all private property, furnishings, personal affects, and other items brought into the Property by Guest, or their permitted guests and visitors shall be at the sole risk of Guest about any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

#### RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees, or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities, or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk, and responsibility.

**MINUTES OF NOVEMBER 10, 2022  
REGULAR MEETING**

**59**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**ENTRY AND INSPECTION**

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters, or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

**UNAVAILABILITY OF PROPERTY**

In the event the Property is not available for use during the Rental Term due to reasons, events, or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated, and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

**ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

**GENERAL PROVISIONS**

This Agreement contains the entire agreement between the parties regarding the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State Mississippi. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument.

**CHECK-IN TIME is AFTER 4 P.M. CST AND CHECKOUT is AT 10 A.M. CST.**

**There is no early check in or late check out.**

**SMOKING: Allowed outside only. If there is evidence of smoking in the house, then there will be an additional cleaning fee of \$100.00 added to the credit card on file.**

**We do not allow pets. The security deposit will be kept if there is evidence of an animal on the property.**

**OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is six people including children. No more than six people can occupy the home over night. No guests allowed.**

Must be twenty-one or older to make a reservation. Parties or large groups need management approval. Port a let us may be required, and additional fees are to be paid by renter. Keep the property and all furnishings in good order.

**MINUTES OF NOVEMBER 10, 2022  
REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**PARKING** – Parking is limited to two vehicle(s). Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

No firearms or fireworks allowed. You will be asked to leave immediately without a refund if you violate this rule. Please do not play loud music or musical instruments. No abusive noise will be tolerated.

A reservation deposit of \$250 is required upon booking. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

- No damage is done to unit or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in provided garbage tote, and soiled dishes are cleaned.
- All used towels are placed in a bathtub
- All keys are left on the kitchen table and unit is left unlocked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- No early check-in or late checkout.
- No contamination of property with cigarette smoke or any other contaminate
- The vacationer is not evicted by the owner (or representative of the owner) or the local law enforcement.
- All furnishings inside and outside are in their proper place

If damages exceed the damage deposit, then the amount of damages will be due in full immediately.

Reservation Balance: 50% is due within five (10) days of booking. Remainder is due fourteen (14) days before your arrival date. (Unless other arrangements have been made)

**INCLUSIVE FEES** – Rates include a one-time linen & towel setup. You must bring sheets for the sofa bed if you need to use it.

**Cancellation Policy:** Management and Guest agreement is required to cancel a reservation. Guest can reschedule the reservation later.

**NO DAILY HOUSEKEEPING SERVICE** – While linens and bath towels are included in the unit, daily house cleaner service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units. Upon exiting the home, please take out the trash, wash the dishes and put dirty towels in the tub. Keep the property and all furnishings in good order. There is a washer /dryer in each house for guest use. Please put the garbage cans out as specified by the signs on the posts. A onetime cleaning fee is added to your rental amount.

**RATE CHANGES** – Rates subject to change without notice.

**FALSIFIED RESERVATIONS** – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

**WATER AND Sewer. DO NOT FLUSH** anything other than toilet paper. No feminine products, diapers, baby wipes, condoms, etc. should be flushed at any time. If it is found that anything other than toilet paper has been flushed and clogged the sewer system, you could be charged damages of two hundred dollars or more (\$200+).

Please check that you have removed all your personal belongings upon checkout. Anything left behind can be mailed for a \$25.00 service fee plus postage. Any unclaimed items will be donated after 14 days

This home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk

**MINUTES OF NOVEMBER 10, 2022  
REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

of any harm arising from their use of the premises or others whom they invite to use the premise. Fire Extinguishers are located under the sink in each of the houses. Please use them responsibly and only for what they are intended. Do not remove them from the home.

Any requests for changes to this contract must be in writing by the guest and have a manager's signature of approval.

By signing below, I agree to all terms and conditions of this agreement.

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

Driver's License # \_\_\_\_\_ State: \_\_\_\_\_

Number of Guests in Party: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Rental guest registration (Name of all persons staying):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cars: Year, Make, Model, License Plate:  
\_\_\_\_\_  
\_\_\_\_\_

Trash: Garbage can to the road on Monday

Rental Dates: \_\_\_\_\_

Breakdown of charges:  
Rental fee -  
Cleaning fee -  
Refundable damage deposit -  
Total due: \$

A credit card must be kept on file and a copy of ids and vehicle information. Any changes must be approved with management. \_\_\_\_\_; Initial here to acknowledge all information listed above.

Guest agrees to leave on the checkout date by the checkout time or at any time violations of the rules are reported. \_\_\_\_\_ Initial

Rental Agent: Tanya Darrow Cell  
phone – 228-229-2275  
booknowinms@gmail.com



# MINUTES OF NOVEMBER 10, 2022 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**POLICY DECLARATIONS**

American Modern Property and Casualty Insurance Company  
**Dwelling Special**  
**New Business**



Premium Summary	Policy Summary
Dwelling #1: <span style="float: right;">\$2,718.00</span>	Policy Number: 103-035-791
114 LASSERE CIR	Policy Period: 08/31/2022 to 08/31/2023 12:01 A.M, Standard Time
LONG BEACH MS 39560-4908	
Policy Coverages <span style="float: right;">\$0.00</span>	
Additional Costs <span style="float: right;">\$0.00</span>	
<b>Total Policy Premium <span style="float: right;">\$2,718.00</span></b>	<b>Named Insured(s):</b>
Note: a minimum earned premium of \$100.00 applies to this policy.	MIKE STOSICH 2950 E LATHAM WAY GILBERT AZ 85297-5267
<b>Policy Discounts</b>	<b>Contracted Agency:</b>
Claims Free Discount	BEACON INSURANCE SERVICES INC - #022386
Paperless Discount	1009 HOWARD AVE BILOXI MS 39530
<b>Dwelling Discounts</b>	
The following discounts apply to one or more dwellings on this policy.	
114 LASSERE CIR, LONG BEACH MS 39560-4908	
Deadbolts, Smoke Alarm and Fire Extinguisher	

**Dwelling #1: 114 LASSERE CIR, LONG BEACH MS 39560-4908**

Occupancy:	Residence Type:	Construction Type:	Year Built:	Protection Class Code:	Territory:
Rental	1 Family Residence	Brick Veneer	1975	5	1
Coverage Detail					
Coverage	Limit / Description				Premium
Dwelling					\$2290.00
Limit	190,698				
Loss Settlement	Replacement Cost				
All Other Peril Deductible	1,000				
Wind and Hail Deductible	5,000				
Other Structures	19,070				Included
Loss Settlement	Replacement Cost				
Personal Property	10,000				\$146.00
Loss Settlement	Replacement Cost				
Additional Living Expense/Fair Rental Value	19,070				Included
Water Damage	19,070				Included
Mold and Remediation - Property	5,000				Included
Water Backup and Sump Overflow	5,000				\$50.00
Deductible	250				
Premises Liability	300,000				\$109.00
Medical Payments	2,000 Per person/25,000 Per occurrence				\$8.00

**Dwelling Special Policy Declaration**

American Modern Property and Casualty Insurance Company  
 Policy Period: 08/31/2022 - 08/31/2023  
 Policy Number: 103-035-791      Policy Type: Dwelling Special



Property Manager Premises Liability Extension		Included
Ordinance or Law	19,070	\$115.00
Vandalism or Malicious Mischief Deductible	500	Included
Fire Department Service Charge	500	Included
Mold Exclusion - Premises Liability		Included
<b>Important Information</b>		
This dwelling does not have coverage for the peril of flood.		
This dwelling does not have coverage for the peril of earthquake.		
Short Term Rental applies to this dwelling (lease terms of 3 months or less).		
<b>Premium</b>		<b>\$2,718.00</b>

**Your Policy Documents**

Your policy consists of this Policy Declaration and the documents in the following list. Please keep these together.

**Policy Level Forms (Forms that apply to all Dwelling)**

- IL-CW-G-0001(01-15) - Signature Endorsement
- DS-MS-A-0001(03-19) - Special Provisions - Mississippi
- DW-CW-X-0004(05-17) - Criminal Acts Exclusion
- IL-CW-G-0010(07-17) - Additional Policy Protection
- DW-CW-G-0001(01-15) - Condemnation Endorsement
- DS-CW-P-0001(03-18) - Dwelling Property - Special Form

**Forms that apply to Dwelling #1: 114 LASSERE CIR, LONG BEACH MS 39560-4908**

- DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion
- DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion
- DW-CW-G-0002(01-15) - Cap on Losses From Certified Acts of Terrorism
- DS-CW-C-0006(01-15) - Personal Property Replacement Cost
- DY-CW-G-0001(01-15) - Premises Liability Cap on Losses from Certified Acts of Terrorism
- DY-CW-C-0001(01-16) - Premises Liability Endorsement
- DS-CW-C-0009(03-17) - Ordinance or Law Coverage
- DS-CW-G-0001(01-15) - Construction Cost Index
- DS-CW-C-0003(06-17) - Water Damage Coverage
- DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion
- DW-CW-N-0002(10-20) - Important Notice - Terrorism Insurance Coverage
- DS-CW-C-0007(03-16) - Water Backup And Sump Overflow
- IP-CW-C-0004(01-15) - Reinstatement of Limit
- DY-CW-C-0005(01-16) - Property Manager - Premises Liability
- DS-CW-C-0002(01-16) - Permitted Vacancy or Seasonal Usage Clause
- DW-CW-X-0005(01-17) - Roof Surfacing Cosmetic Damage Exclusion - Windstorm or Hail

**MINUTES OF NOVEMBER 10, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**Dwelling Special Policy Declaration**

American Modern Property and Casualty Insurance Company  
Policy Period: 08/31/2022 - 08/31/2023  
Policy Number: 103-035-791 Policy Type: Dwelling Special



DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value

**Policy Maintenance Information**

Manage your policy online 24/7 with Online Services. Go to [www.amig.com](http://www.amig.com) to sign up now. Or, download the Online Services mobile app for convenient on-the-go access.

**PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY.  
IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT:**

BEACON INSURANCE SERVICES INC  
(228) 374-0067

**Report a Claim: 1-800-375-2075**

American Modern Insurance Group

Mailing address  
PO Box 5323  
Cincinnati, OH 45201-5323

Main Administrative Office  
7000 Midland Blvd.  
Amelia, OH 45102-2607

*CDWillard*

After considerable discussion, Commissioner Shaw made motion, seconded by Commissioner Suthoff and unanimously carried recommending approval of the application as submitted.

\*\*\*\*\*

It came for discussion under New Business, Discussion, Changes, Subdivision Ordinance, as follows:

**MINUTES OF NOVEMBER 10, 2022  
REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**Definitions: Add**

Off-site improvements. Shall include acceleration/deceleration lanes, drainage, water and sewer infrastructure and/or any other off-site improvement as deemed necessary by the City. All off-site improvements determined necessary to safely develop the subdivision shall be the responsibility of the owner. The City may agree to participate in the off-site improvements at their discretion.

**Article I, Section 8:**

Mayor and Board need to set new fee structure.

The following is a recommendation for fees:

Filing fee for any minor subdivision	\$250.00
Filing fee for any major subdivision	\$250.00
Preliminary Plat fee	Filing fee plus \$3.00/lot
Final Plat fee (inspections and approval)	Filing fee plus 1% of estimated construction cost as determined by City Engineer or \$5,000.00 whichever is the lesser

**Article II, Section 4(b) to read:**

The applicant for major subdivision plat approval may provide a preliminary final plat in a paper format for City review. After said review, the City shall inform the applicant to submit a final plat (with revisions) drawn in waterproof ink on a sheet made of material that will be acceptable to the Harrison County Chancery Clerk's office for recording purposes ...

**Article III, Section 1(a) to read:**

The purpose of the sketch plat is to develop a general design on which to base the preliminary and final plat, and thus to avoid having to revise such design to make it conform to the comprehensive city plan and to relate it to surrounding development. To this end, the sub-divider shall meet with a site plan review committee. This committee will include two (2) planning commission members, the city engineer, city building official and any other person needed to satisfy review.

**Article III, Section 1(c) to read:**

The sub-divider must submit a layout drawing of the proposed subdivision and all onsite and off-site improvements necessary to complete the development. The sketch plat should indicate location of the subdivision, street alignment and lot sizes, and should provide additional information that is deemed reasonably necessary within the scope of this ordinance by the City.

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**Article III, Section 5(k)(2) to read:**

One (1) computer disc, which contains all of the graphical information of these drawings as well as the final plat itself in a format determined by the City and includes GIS data.

**Article V, Section 10 add:**

(c) Storm Water Retention. All storm water retention areas shall be the responsibility of the owner (developer) to maintain and ensure designed performance or until given to an HOA. At such time the HOA shall be responsible.

**Article VI, Section 14(a) to read:**

The minimum design frequency for storm runoff shall be 25 years for storm sewer collection and 100 year for cross drainage (i.e., drainage facilities crossing a street). Also, drainage detention facilities shall be designed to limit post-construction runoff for storms up to and including the 100-year event. The City may require even higher design frequencies if determined necessary by the City Engineer.

**Article VI, Section 14(c) to read:**

Culvert outlet protection and swale erosion protection shall be designed based on the minimum design frequencies specified herein.

**Article VII, Section 14(b) to read:**

The presumption established in this ordinance is that to satisfy the standard set forth in Subsection (a), the maximum fire hydrant spacing shall not exceed five hundred (500'). However, the fire chief may authorize a deviation from this standard if in his professional opinion another arrangement more satisfactorily complies with the intent of this Section.

**Article VII, Section 14(e) to read:**

The City shall determine the minimum water main size with review by the fire chief and city engineer.

After considerable discussion, Commissioner Shaw made motion, seconded by Commissioner Suthoff and unanimously carried, recommending City Advisor Bill Hessel make the following changes:

- Increase fees from 1% to 2%
- Remove the cap on fees and filing fees
- Sketch Plat Application fee increased to \$375.00



**MINUTES OF NOVEMBER 10, 2022  
REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

- Preliminary Plat Application fee increased to \$250 plus \$3.00 per developed lot
- Final Plat Application fee increased to \$250.00 plus 2% of estimated construction costs
- Minor Subdivision Application fee increased to \$375.00

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There being no further business to come before the Planning and Development Commission at this time, Commissioner Shaw made motion, seconded by Commissioner Suthoff and unanimously carried to adjourn the meeting until the next regular scheduled meeting in due course.

APPROVED:

\_\_\_\_\_  
Chairman Frank Olaivar

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Tina M. Dahl, Minutes Clerk