

**MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
MARCH 9, 2023
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. February 23, 2023

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- 1. Short-Term Rental- 121 East 2nd Street, Tax Parcel 0612B-03-016.000, Submitted by Steve Ward (owner and property manager).
- 2. Short-Term Rental- 19011 Pineville Road, Tax Parcel 0612C-01-018.000, Submitted by Kent Malley (owner) and Amber Rouse (property manager).
- 3. Certificate of Resubdivision- 205 West Avenue, Tax Parcel 0612E-03-011.000, Submitted by Keith and Sharon Cooper.

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 March 21, 2023.

**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.

Commissioner Sawyer Walters read the Opening Statement for the Planning and Development Commission.

Commissioner Walters made motion, seconded by Commissioner Shaw and unanimously carried to add Item 4 under New Business, Discussion, Sidewalk Ordinance.

**MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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 9th day of March 2023, 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: Vice Chairman Shawn Barlow, Commissioners Sawyer Walters, Billy Suthoff, Justin Shaw, Chris Fields, Jennifer Glenn and Marcia Kruse, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Chairman Frank Olaivar, Commissioner Michael Levens, City Advisor Bill Hessel 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 Walters made motion, seconded by Commissioner Suthoff and unanimously carried to approve the Regular Meeting minutes of February 23, 2023, as submitted.

It came for discussion under New Business, a Short-Term Rental for the property located at 121 East 2nd Street, Tax Parcel 0612B-03-016.000, submitted by Steve Ward (owner and property manager), as follows:

MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI
APPLICATION FOR SHORT-TERM RENTAL

PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE
LONG BEACH, MS 39560
PHONE: (228) 863-1554
FAX: (228) 863-1558
MAILING ADDRESS: POST OFFICE BOX 929
LONG BEACH, MS 39560

PROPERTY INFORMATION:
ADDRESS: 121 E. 2nd St. Tax Parcel: 0612B-03-016-000
(Location of Short-Term Rental) 0612B-03-016-000

OWNER'S INFORMATION:
Property Owner's Name: Steve WARD
Property Owner's Address: 25429 Pecan Rd, Pass Christian, MS, 39571
Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: 228-669-1732 City State Zip
Email Address: swceco@aol.com

Is there a homeowner's association for the neighborhood? ____ If so, please provide written statement of support of short term rental?

PROPERTY MANAGER INFORMATION:
Property Manager's Name: (OWNER) Steve WARD
Property Manager's Address: (Must be a local contact)
25429 Pecan Rd Pass Christian MS 39571
City State Zip

Property Manager's Phone No: 228-669-1732 City State Zip
Email Address: swceco@aol.com

- PLEASE PROVIDE THE FOLLOWING:
- Mississippi Sales Tax ID # 1456-8434
 - 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.

Steve Ward PRINT NAME
Steve Ward SIGNATURE
2/15/2023 DATE

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: 8	Maximum Vehicles allowed: 3	Number of bedrooms: 3	Number of people home can accommodate: 8
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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: 3/8/23
Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: 2-15-23
Agenda Date: 3-9-23
Amount Due/Paid: 250.00
Payment Method: 1983

MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Steve Ward, owner of the property located at
121 E. 2nd St, Tax Parcel 0412B-03-016.000


affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.


signature

2/15/2023
date

SCANNED



 J1 - GULFPORT DISTRICT
Instrument 2022-0009724-D-J1
Filed/Recorded 04/27/2022 1:46:01 PM
Total Fees 34.00
13 Pages Recorded

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

Grantors:
Hubert R. Wendler
4527 Sorrell Glen Ct.
Spring, TX 77388
(346) 224-5810

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

Grantee:
Steve Ward
121 East 2nd St.
Long Beach, MS 39560
(228) 669-1732

File No. Z221214S

INDEXING INSTRUCTIONS: Lot 4, Blk 8, Original Long Beach, 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, **Hubert R. Wendler**, do hereby sell, convey and warrant unto **Steve Ward**, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot 4, Block 8, Original Long Beach, City of Long Beach, 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 11, at Page 6.

This being the same property as that conveyed to Hubert R. Wendler and Alice T. Wendler, by Instrument recorded as Deed Book 1241, at Page 152, Land Deed Records of Harrison County, Mississippi.

**MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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) quitclaim 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.

The death certificate of Alice T. Wendler is attached hereto as Exhibit "A".

The Durable Power Attorney for Hubert R. Wendler is attached hereto as Exhibit "B".

WITNESS OUR SIGNATURES, on this the 22nd day of April, 2022.
Hubert R. Wendler
By: Brandie Springfield P.O.#.
Hubert R. Wendler
By: Brandie Springfield, Attorney in Fact

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Harris

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Brandie Springfield**, who acknowledged that she is **Attorney in Fact** for **Hubert R. Wendler**, and in that said representative capacity, she executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 22nd day of April, A.D. 2022.

(AFFIX SEAL)  Clara Yen
NOTARY PUBLIC

My commission expires: 12/29/2023

DEED ACCEPTED BY:
Steve Ward

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.

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The death certificate of Alice T. Wendler is attached hereto as Exhibit "A".

The Durable Power Attorney for Hubert R. Wendler is attached hereto as Exhibit "B".

WITNESS OUR SIGNATURES, on this the 22nd day of April, 2022.

Hubert R. Wendler
By: Brandie Springfield, Attorney in Fact

ACKNOWLEDGMENT

STATE OF MS
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Brandie Springfield**, who acknowledged that she is **Attorney in Fact** for **Hubert R. Wendler**, and in that said representative capacity, she executed the above and foregoing instrument, after first having been duly authorized so to do.

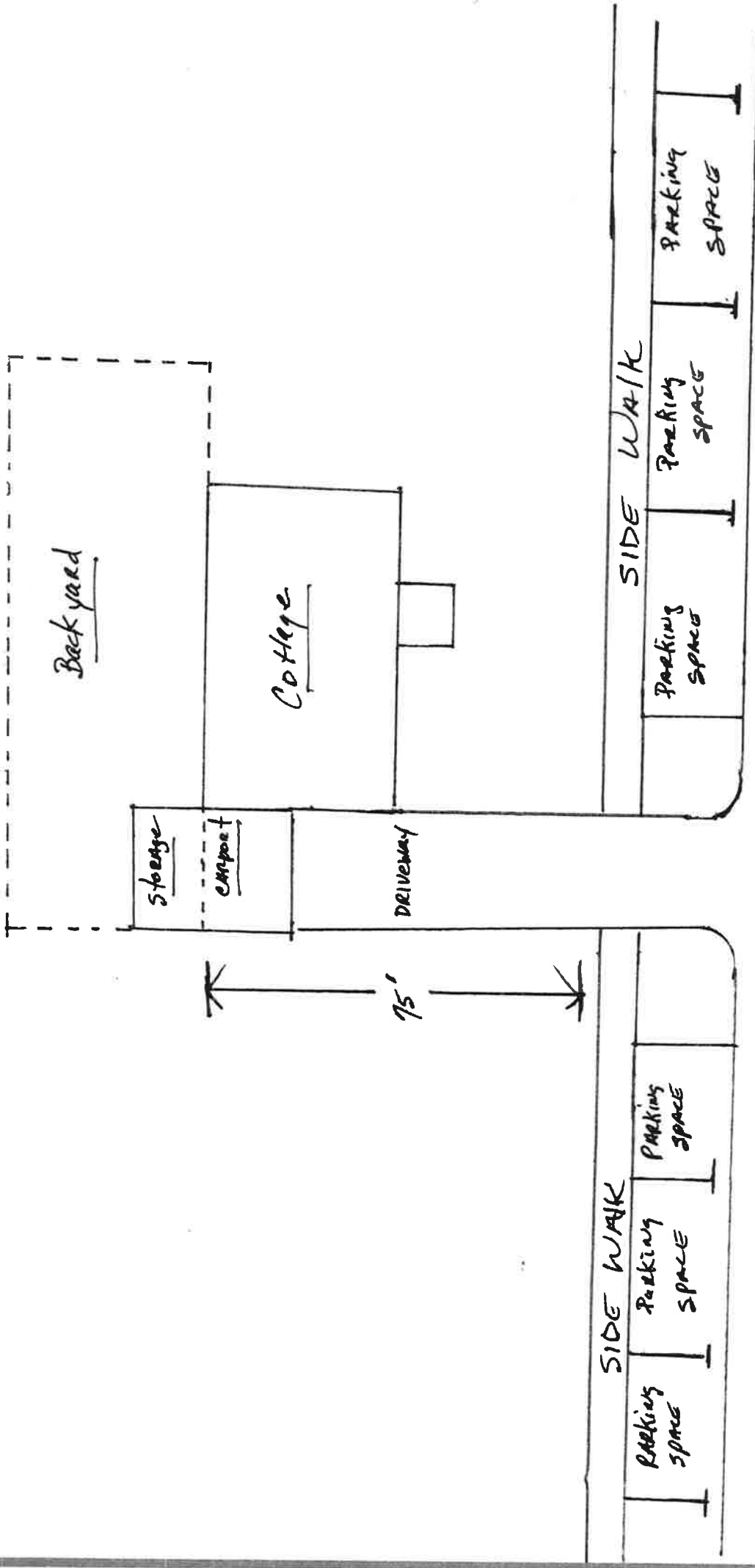
GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 22nd day of April, A.D. 2022.

(AFFIX SEAL)  Anna Marie Kendrick
NOTARY PUBLIC

My commission expires: Nov. 1, 2023

DEED ACCEPTED BY:
Steve Ward
Steve Ward

MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



E. 2nd St

**MINUTES OF MARCH 9, 2023
REGULAR MEETING
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TRASH MANAGEMENT PLAN**

121 E. 2nd St.

1. Trash to be collected and placed in city furnished garbage can by owner or owner's representative, after completion of each booking. This will then be placed curbside for pick-up on Monday mornings.
2. Should the amount of garbage exceed the capacity of the can on site, owner will be responsible for timely removal of the overflow.
3. Owner will furnish trash bags and waste containers inside of cottage for guest use.
4. Outside yard area will be inspected after each completed booking and any debris or trash found will be gathered and disposed of by owner or owner's representative.

COTTAGE RENTAL APPLICATION

Address: 121 E. 2ND St.

Long Beach, Ms. 39560

Date: _____

Name: _____

Address: _____

Phone no: _____

Check-in date: _____

Check-out date: _____

No. in Party: Adults _____ Children: _____

No. of Vehicles: _____

Additional information: _____

MINUTES OF MARCH 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Phone: (228) 863-1554 Fax: (228) 863-1558



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beacon Insurance Services, Inc. 1009 Howard Avenue Biloxi, MS 39530 License #: 205172	CONTACT NAME: Shannon Langhans PHONE (A/C, Ext.): (228)374-0067 FAX (A/C, Ext.): (228)374-0068 E-MAIL ADDRESS: Shannon@beaconins.biz INSURER(S) AFFORDING COVERAGE: Fortegra INSURER A: Fortegra INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** 00012225-883387 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADD. SUBJ. INSD. BY	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER		BPGMO22621-00	11/22/2022	11/22/2023	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$ 100,000 MED EXP (Any one person): \$ 5,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMMODITY AGO: \$ 2,000,000
						AUTOMOBILE LIABILITY ANY AUTO: <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOB. ONLY <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOB. ONLY SCHEDULED AUTOB. ONLY: <input type="checkbox"/> NONOWNED <input type="checkbox"/> AUTOB. ONLY UMBRELLA LIMB: <input type="checkbox"/> EXCESS LIMB: <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. / RETENTION:
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROMISE/COUNTERFEIT/OUTSIDE OFFICER/MEMBER/ENCLICEDY (Boundary in MS) If yes, describe under DESCRIPTION OF OPERATIONS below					COMBINED SINGLE LIMIT: \$ EMP. INJURY (Per person): \$ SICKLY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ EACH OCCURRENCE: \$ AGGREGATE: \$ DED. / RETENTION:
A	Property		BPGMO22621-00	11/22/2022	11/22/2023	121 East 2nd St 192,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 991, Additional Remarks Schedule, may be attached if more space is required)

Vacation Rental - 121 East 2nd Street, Long Beach, MS 39560
 AOP \$5,000
 Wind/Hail 5%

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD Printed by SUL on 12/07/2022 at 10:16AM



P.O. BOX 7615 Gulfport, MS 39506
 Phone: 228.575.6275 Fax: 228.575.6273

Date: 11/29/2022 Invoice # _____

Name: _____

Address: _____

City, State, ZIP: _____

Customer Phone: _____

Bill To: Name: _____

Address: _____

City, State, ZIP: _____

Customer E-mail: _____

ACCOUNT #	W.O. / P.O. #	TERMS	REP(S)	NEXT SERVICE DUE				
QTY	DESCRIPTION	SIZE	ANNUAL INSPECT.	RECHARGE	6-YR MAINT	HYDRO TEST	UNIT PRICE	AMOUNT
	ABC							70.00
	ABC							
	ABC							
	BC							
	K-Class							
	Clean Agent							
	Other:							
	Monthly Alarm Monitoring							
	E-Light Test (Exit Light / Emergency Light / Combo Light)							
	Annual Fire Alarm Inspection							
	Annual Sprinkler Inspection (Wet / Dry)							
	Kitchen Exhaust Cleaning							
	Semi-Annual Fire Suppression Inspection							
	Fireable Links (K / ML) (300 / 430 / 500)							
	Other Sale Items							

Follow Up Needed
 Quote Needed
 Quote Sent - Date: _____ Employee Initials: _____

Comments and Recommendations:

PLEASE PAY FROM THIS INVOICE Total Sale

MAKE CHECKS PAYABLE TO Sales Tax: 4.40

E-FIRE SOUTHERN, INC. Total Invoice: 74.90

Received By:

Payment:
 Cash Credit Card # _____
 Check # 1940 Exp: _____ CVV2: _____ Billing ZIP: _____

A finance charge of 1.5% per month (18% annually) will be charged on all accounts over 30 days. All claims and returned goods must be accompanied by this invoice.

MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Shaw made motion seconded by Commissioner Walters and unanimously carried to approve the application as submitted.

It came for discussion under New Business a Short-Term Rental for the property located at 19011 Pineville Road, Tax Parcel 0612C-01-018.000, submitted by Kent Malley (owner) and Amber Rouse (property manager), as follows:

MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI
APPLICATION FOR SHORT-TERM RENTAL

PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE
LONG BEACH, MS 39560
PHONE: (228) 863-1554
FAX: (228) 863-1558
MAILING ADDRESS:
POST OFFICE BOX 929
LONG BEACH, MS 39560

PROPERTY INFORMATION:

ADDRESS: 19011 Pineville Rd. Tax Parcel # 0612C-01-018.000
(Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: Kent Malley
Property Owner's Address: 23139 Standard Dedeaux Rd. Pass Christian, ms 39571
Property Owner's Mailing Address, if different from above:
N/A

Property Owner's Phone No: 228-8342-8888 City State Zip
Email Address: Kmalley4hire@aol.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: Amber Rouse
Property Manager's Address: (Must be a local contact)
14057A Ice de Lizana Rd. Gulfport ms 39503
City State Zip

Property Manager's Phone No.: 228-860-7773 Email Address: Amber.mccue@malley industrial.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # 36-4967771
- 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.
- FEE: \$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.

Amber Rouse Amber Rouse 2/2/23
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: 4	Maximum Vehicles allowed: 2	Number of bedrooms: 2	Number of people home can accommodate: 4
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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: Ryan Lash Date: 3/8/23
Fire Inspector Signature: Date:

COMMENTS:

Date Received: 2-27-23
Agenda Date: 3-9-23
Amount Due/Paid: 250.00
Payment Method: 1150

**MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



I Kent Malley, owner of the property located at 19011 Pineville Rd. Long Beach Ms. Tax Parcel 00000C-0-018.000, affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

Kent W. Malley
signature

11-17-2022
date

SCANNED



2023-03-09 09:50:03
Recorded in the Public
Records Office
Harrison County, Mississippi
7:50:03 PM
Harrison County



1st Judicial District
Instrument 2020 8400 D - J1
Filed/Recorded 7/15/2020 04:38 P
Total Fees \$ 36.00
4 Pages Recorded

Prepared By:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
228-255-0035
File No: 20-0485

Return To:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
228-255-0035

Index As: Part of Lots 1 & 2, Seal's Subdivision, Long Beach,, Harrison County, 1st Judicial District, MS

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 considerations, the receipt and sufficiency of which are hereby acknowledged, I

Vivian Anderson-Jensen , Grantor
502 Jeff Davis Avenue
Waveland , MS 39576
Phone: 228-547-5075

Do hereby sell, convey, bargain and warrant to

Kent W. Malley , Grantee
19011 Pineville Rd
Long Beach, MS 39560
Phone: 228-342-8888

The following described real property situated and located in **Harrison** County, Mississippi, more particularly and certainly described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

MINUTES OF MARCH 9, 2023
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2020 7394
Deed Book & Page

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years taxes are specifically assumed by Grantee herein.

WITNESS MY SIGNATURE, this the 1st day of July, 2020.

Vivian Anderson-Jensen
Vivian Anderson -Jensen

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 1st day of July, 2020, Vivian Anderson -Jensen , who acknowledged that he/she signed and delivered the foregoing instrument of writing on the day and year therein mentioned.



Katelyn Boughton
Notary Public
My Commission Expires:

2020 7395
Deed Book & Page

Exhibit "A"

That certain parcel of land being what would be in Section 14, Township 8 South, Range 12 West, but is in Block 54 of Henderson-Shipman-Hughes Partition of the B. Pallerin Claim located in the City of Long Beach, Harrison County, First Judicial District, Mississippi, described as: Beginning at the intersection of the North margin of Old Pass Christian Road with the West margin of Pineville Road (also known as Three Notch Road) in Long Beach, Mississippi, and running Northerly along the West margin of Pineville Road (Three Notch Road) 75 feet to the point, thence run ~~with Old Pass Christian Road~~ Point of Beginning. Being located in Harrison County, First Judicial District, Mississippi. Being further described as being a part of Lots 1 and 2 of SEAL'S SUBDIVISION, City of Long Beach, Mississippi, as per the official map or plat thereof.

407

**MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Parking

Parking for 4 vehicles available and free of charge.
NO Parking allowed on the street or grass.

SHORT-TERM RENTAL AGREEMENT

I. **THE PARTIES.** This Short-Term Rental Agreement ("Agreement") made on _____, 20____ between the following:

TENANT: _____, with a mailing address of _____ ("Tenant"), and

LANDLORD: Gulf Coast Rentals, with a mailing address of 23139 Standard Dedeaux Rd ("Landlord").
Pass Christian, MS 39571

II. **THE PREMISES.** The Landlord agrees to lease the described property below to the Tenant, and the Tenant agrees to rent from the Landlord:

- a.) Mailing Address: 19011 Pincville Rd. Long Beach, MS 39560
b.) Residence Type: Apartment House Condo Other: _____
c.) Bedroom(s): 2
d.) Bathroom(s): 1
e.) Other: _____

Hereinafter known as the "Premises."

III. **LEASE TERM.** The Tenant shall have access to the Premises under the terms of this Agreement for the following time period: (check one)

- **Fixed Term.** The Tenant shall be allowed to occupy the Premises starting _____, 20____ at 4:00 AM PM and ending _____, 20____ at 10:00 AM PM ("Lease Term").

- **Month-to-Month Lease.** The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on _____, 20____, and ending upon notice of ____ days from either Party to the other Party ("Lease Term").

IV. **QUIET HOURS.** The Landlord requires: (check one)

- **No Quiet Hours.** There are no quiet hours. However, the Tenant must reside on the Premises with respect to the quiet enjoyment of the surrounding residents.

- **Quiet Hours.** Quiet hours begin at 10:00 AM PM each night and continue until sunrise. Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding residents.

MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

V. OCCUPANTS. The total number of individuals staying on the Premises during the Lease Term shall be a total of 16 guests

If more than the authorized number of guests listed above are found on the Premises, this Agreement will be subject to termination by the Landlord.

VI. RENT. The Tenant shall pay the Landlord:

- Fixed Amount. The Tenant shall be required to pay the Landlord \$ _____ for the Lease Term ("Rent"). The Rent is due at the execution of this Agreement.

- Monthly Amount. The Tenant shall be required to pay the Landlord \$ _____ in equal monthly installments for the Lease Term ("Rent") and due on the _____ of each month under the following instructions:

First (1st) month's rent is due at the execution of this Agreement.

VII. UTILITIES. The Landlord shall be responsible for all utilities and services to the Premises EXCEPT for the following: N/A

VIII. SECURITY DEPOSIT. The Tenant shall be obligated to pay the following amounts upon the execution of this Agreement. (check one)

- No Security Deposit: There is no deposit required for the security of this Agreement ("Security Deposit").

- Security Deposit: \$ _____ ("Security Deposit"). The Security Deposit is for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Tenant must pay the Security Deposit at the execution of this Agreement. The Security Deposit shall be returned to the Tenant within the State's requirements after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

IX. PETS. The Landlord: (check one)

- Does Not Allow Pets. There are no pets allowed on the Premises. If the Tenant is found to have pets on the Premises, this Agreement and any Security Deposit shall be forfeited.

- Allows Pets: The Tenant shall have the right to have 1 pet(s) on the Premises with a maximum limit of 50 pounds per pet. For the right to have pet(s) on the Premises, the Landlord shall charge a fee of \$ 15 that is non-refundable refundable unless there are damages related to the pet. The Tenant is responsible for all damage that

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any pet causes, regardless of the ownership of said pet, and agrees to restore the Premises to its original condition at their expense.

X. PARKING. The Landlord: (check one)

- Shall provide 4 parking space(s) to the Tenant for a fee of \$ 0 to be paid at the execution of this Agreement on a monthly basis in addition to the rent. The parking space(s) are described as: [DESCRIBE PARKING SPACES]

- Shall NOT provide parking.

XI. FEES. The Landlord requires the Tenant pays the following fees at the execution of this Agreement. (check all that apply)

- Cleaning Fee: \$ 150
 - Taxes: \$ 700
 - Other: Airbnb Fees \$ _____
 - Other: _____ \$ _____

XII. PARTY CLEANUP. If the Premises qualifies for a "deep clean" due to the amount of "wear and tear" from a party or large gathering, a fee of \$ 500 ("Party Cleanup Fee") shall be charged at the end of the Lease Term. The Party Cleanup Fee may be deducted from the Security Deposit.

XIII. SMOKING POLICY. Smoking on the Premises is: (check one)

- Prohibited

- Permitted ONLY in the following areas: Outdoors

XIV. PERSON OF CONTACT. The Landlord: (check one)

- Does have a manager on the Premises that can be contacted for any maintenance or repair at:

Agent/Manager's Name: _____
Telephone: (____) _____
E-Mail: _____

- Does not have an agent/manager on the Premises, although the Landlord can be contacted for any emergency, maintenance, or repair at:

Landlord's Name: Amber Rouse - property manager
Telephone: (229) 860-7773
E-Mail: Amber.mccue@malleyindustrial.com

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MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- XV. SUBLETTING. The Tenant: (check one)
- Has the right to sublet the Premises, Each subtenant is: (check one)
- required to be approved by the Landlord prior to occupancy.
- not required to be approved by the Landlord.
- Does not have the right to sublet the Premises.

- XVI. MOVE-IN INSPECTION. Before at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant shall: (check one)
- Inspect the Premises and write any present damages or needed repairs on a move-in checklist.
- Shall not inspect the Premises or complete a move-in checklist

XVII. INSPECTION. The Landlord has the right to inspect the Premises with prior notice as in accordance with State law. Should the Tenant violate any of the terms of this Agreement, the rental period shall be terminated immediately in accordance with State law. The Tenant waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenant shall vacate the Premises at the expiration time and date of this agreement.

XVIII. MAINTENANCE AND REPAIRS. The Tenant shall maintain the Premises in a good, clean, and ready-to-rent condition and use the Premises only in a careful and lawful manner. The Tenant shall leave the Premises in a ready to rent condition at the expiration of this Agreement, defined by the Landlord as being immediately habitable by the next tenant. The Tenant shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Tenant agrees that the Landlord shall deduct costs of said services from any Security Deposit prior to a refund if Tenant causes damage to the Premises or its furnishings.

XIX. TRASH. The Tenants shall dispose of all waste material generated during the Lease Term under the strict instruction and direction of the Landlord.

XX. QUIET ENJOYMENT. The Tenant, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. The Tenant is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of this Agreement.

XXI. LANDLORD'S LIABILITY. The Tenant and any of their guests hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss. The Tenant expressly recognizes that any insurance for property damage or loss which

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the Landlord may maintain on the property does not cover the personal property of Tenant and that Tenant should purchase their own insurance for their guests if such coverage is desired.

XXII. ATTORNEY'S FEES. The Tenant agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Landlord enforcing this agreement.

XXIII. USE OF PREMISES. The Tenant shall use the Premises for residential use only. The Tenant is not authorized to sell products or services on the Premises or conduct any commercial activity.

XXIV. ILLEGAL ACTIVITY. The Tenant shall use the Premises for legal purposes only. Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund of pre-paid Rent.

XXV. POSSESSIONS. Any personal items or possessions that are left on the Premises are not the responsibility of the Landlord. The Landlord shall make every reasonable effort to return the item to the Tenant. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Landlord shall be able to keep such items to sell or for personal use.

XXVI. GOVERNING LAW. This Agreement shall be governed and subject to the laws located in the jurisdiction of Premise's location.

Landlord Signature: _____ Date: _____

Print Name: Amber Rouse

Tenant Signature: _____ Date: _____

Print Name: _____

Tenant Signature: _____ Date: _____

Print Name: _____

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MINUTES OF MARCH 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF CERTIFICATE PROVISIONS Expiring Policy #: OUA10107198-00 Policy Number: OUA10107198-01 AUTHORITYREF: B0572YF22OR13																																					
1. NAME AND ADDRESS OF THE INSURED: Kent Malley 19011 Pinaville Road Long Beach, MS, 39560	INSURED LOCATION/RESIDENCE PREMISES: 19011 Pinaville Road, Long Beach, MS, 39560																																				
2. POLICY PERIOD: EFFECTIVE FROM 07/01/2022 TO 07/01/2023 BOTH DAYS AT 12:01 A.M. LOCAL STANDARD TIME																																					
3. COVERAGES - INSURANCE IS EFFECTIVE WITH: Certain Underwriters at Lloyd's																																					
Limits: Deductibles:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Coverage A</td> <td style="width: 30%;">Dwelling</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">150,000.00</td> </tr> <tr> <td>Coverage B</td> <td>Other Structures</td> <td>\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Coverage C</td> <td>Personal Property</td> <td>\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Coverage D</td> <td>Fair Rental Value</td> <td>\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Coverage L</td> <td>Personal Liability</td> <td>\$</td> <td style="text-align: right;">300,000.00</td> </tr> <tr> <td>Coverage M</td> <td>Medical Payments</td> <td>\$</td> <td style="text-align: right;">5,000.00</td> </tr> <tr> <td>Loss Assessment</td> <td></td> <td>\$</td> <td style="text-align: right;">1,000</td> </tr> <tr> <td></td> <td>All Other Perils</td> <td>\$</td> <td style="text-align: right;">2,500.00</td> </tr> <tr> <td></td> <td>Named Storm</td> <td></td> <td style="text-align: right;">5%(\$7,500.00)</td> </tr> </table>	Coverage A	Dwelling	\$	150,000.00	Coverage B	Other Structures	\$	0	Coverage C	Personal Property	\$	0	Coverage D	Fair Rental Value	\$	0	Coverage L	Personal Liability	\$	300,000.00	Coverage M	Medical Payments	\$	5,000.00	Loss Assessment		\$	1,000		All Other Perils	\$	2,500.00		Named Storm		5%(\$7,500.00)
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*25% Minimum Earned Premium Applies																																					
4. PREMIUMS AND OTHER CHARGES:																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Base Premium</td> <td style="width: 30%; text-align: right;">\$2,302.00</td> </tr> <tr> <td>Policy Fee</td> <td style="text-align: right;">\$100.00</td> </tr> <tr> <td>Inspection Fee</td> <td style="text-align: right;">\$225.00</td> </tr> <tr> <td>State Tax</td> <td style="text-align: right;">\$105.08</td> </tr> <tr> <td>Stamping Fee</td> <td style="text-align: right;">\$6.57</td> </tr> <tr> <td>MWUA Fee</td> <td style="text-align: right;">\$78.81</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$2,817.46</td> </tr> </table>	Base Premium	\$2,302.00	Policy Fee	\$100.00	Inspection Fee	\$225.00	State Tax	\$105.08	Stamping Fee	\$6.57	MWUA Fee	\$78.81	TOTAL	\$2,817.46	THIS POLICY EXCLUDES FLOOD COVERAGE																						
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TOTAL	\$2,817.46																																				
5. COVERAGE FORMS: See Schedule of Forms & Endorsements Attached THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS TO COVERAGE ARE DETERMINED BY THE CONTRACT OF INSURANCE SUPPLIED WITH THIS DECLARATION.																																					
6. SERVICE OF SUIT MAY BE MADE UPON: SEE POLICY FORM																																					

7. MORTGAGEE(S)	
8. ADDITIONAL INTEREST(S)	
9. ADDITIONAL INSURED(S)	
10. IN THE EVENT OF A CLAIM - PLEASE NOTIFY THE FOLLOWING AGENT Silver Bridge Insurance Brokers 14110 Airport Road, Suite B Gulfport MS 39503 228-265-5400	PRODUCING AGENT Ronald Terzer PRODUCER LICENSE #: 10752733
THIS DECLARATION PAGE WITH POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART, THERE OF, COMPLETES THE ABOVE NUMBERED POLICY.	
SURPLUS LINES AGENT: Orchid Underwriters Agency LLC 1201 19th Place Suite A110, Vero Beach, FL 32960 License: 15015264	DATE ISSUED: 11/15/2022 AUTHORIZED REPRESENTATIVE: Ronald Terzer 10752733

**MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
SCHEDULE OF FORMS AND ENDORSEMENTS**

The following policy forms and endorsements are attached and apply to this policy:

Form Number Form Name

- FACEPAGE - Policy Face Page
- OU CLM BA 09 2019 - What To Do In The Event Of a Claim
- OU23660119 - Special Notice - Law and Ordinance and Flood Insurance
- IL-MS-N-0001 (10-21) - Mississippi Department of Insurance Informational Notice
- MSPBOR0818 (10-18) - Policyholder Bill of Rights - Mississippi
- MSPOOC3411 (10-18) - Outline of Coverage and Comprehensive Policy Checklist
- IL-CW-N-0009 (2022-06) Notice of Change in Policy Terms - Exterior Insulation and Finish Systems
- IL-CW-N-0010 (2022-06) Notice of Change in Policy Terms - Microorganism Exclusion
- SLC-3 (USA) NMA 2868 - Lloyds Certificate
- DECPAGE – Policy Declarations Page
- SCHEDFORMS – Schedule of Forms and Endorsements
- DP 00 03 12 02 - Dwelling Property 3 - Special Form
- BPDF005012012 - Personal Liability
- BPDF006012012 - Personal Liability - Premises Only
- DP 16 10 01 09 - Water Exclusion Endorsement
- BP011012012 - Water Back-Up and Sump Discharge or Overflow
- HVH-51 - Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
- BPDF004012012 - Loss Assessment Property Coverage
- HO 04 90 10 00 - Personal Property Replacement Cost Loss Settlement
- LMA5401 - Property Cyber and Data Exclusion
- BA009282017 - Existing Damage
- BA014102013 - Firearms Exclusion
- LMA5062 - Fraudulent Claim Clause
- EI FS 0903 (Amended) - Exterior Insulation and Finish System (EiFS) - EI FS 0903 (Amended)
- LMA3100 - Sanction Limitation and Exclusion Clause
- LMA5188 (Amended) - Mold, Mildew & Fungus Clause and Microorganism Exclusion
- LMA5019 Asbestos Endorsement
- LMA5393 - Communicable Disease Endorsement
- BPDFN003062022 - Named Storm Deductible and Additional Exclusions
- BPDF002012012 - Cancellation, Nonrenewal and Renewal Endorsement
- BPDF015012012 - 25% Minimum Earned Premium Endorsement
- BACP072019 - Complaints Reporting Procedure
- BA-SP-12 - Schedule of Syndicates

- Policy forms are on file in the Building Official’s Office for review.

After considerable discussion and upon recommendation of the City’s Tree Board, Commissioner Walters made motion seconded by Commissioner Suthoff and unanimously carried recommending to approve the application as submitted.

It came for discussion under New Business a Certificate of Resubdivision for the property located at 205 West Avenue, Tax Parcel 0612E-03-011.000, submitted by Keith Cooper and Sharon Cooper, as follows:

MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH
PLANNING DEPARTMENT
201 JEFF DAVIS AVENUE
PO BOX 929
LONG BEACH, MS 39560
(228) 863-1554
(228) 863-1558 FAX

Office use only
Date Received 2-8-23
Zoning R-1
Agenda Date 3-9-23
Check Number 3509

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0612E-03-011.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: lots 4, 5 & 6 Tabuttman Woods Subdivision Long Beach MS 39560
- IV. ADDRESS OF PROPERTY INVOLVED: 205 West Ave Long Beach MS 39560
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of lots Above into
into 2 (two) lots instead of 3 (three) lots
- VI. REQUIRED ATTACHMENTS:
 - A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
 - B. Cash or check payable to the City of Long Beach in the amount of \$375.00
 - C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

*****NOTE*** APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.**

VII. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING, the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2nd or 4th Thursday of each month. Receipt of fec(s) does not constitute receipt of a completed application.

Ownership: I the undersigned due hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and agree to pay all fees and charges as stated.

Keith & Sharon Cooper
Name of Rightful Owner (PRINT)

700 Magnolia St
Owner's Mailing Address

Long Beach MS 39560
City State Zip

Keith Cooper / Sharon M. Cooper
Phone

985-630-8423 / 985-515-41315
Signature of Rightful Owner Date

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

Signature of Applicant Date

Feb 8, 2023

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) Keith A. Cooper

ADDRESS (STREET, CITY, STATE, ZIP CODE) 700 Magnolia St Long Beach MS 39500

PHONE # (H) 985-630-8423 (C) 985-839-9557

TAX PARCEL NUMBER(S) OWNED

SIGNATURE Keith A. Cooper

NAME OF OWNER (PRINT) Sharon M. Cooper

ADDRESS (STREET, CITY, STATE, ZIP CODE) 700 Magnolia St Long Beach MS 39560

PHONE # (H) (C) 985-515-4315

TAX PARCEL NUMBER(S) OWNED

SIGNATURE Sharon M. Cooper

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H) (C)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H) (C)

TAX PARCEL NUMBER(S) OWNED

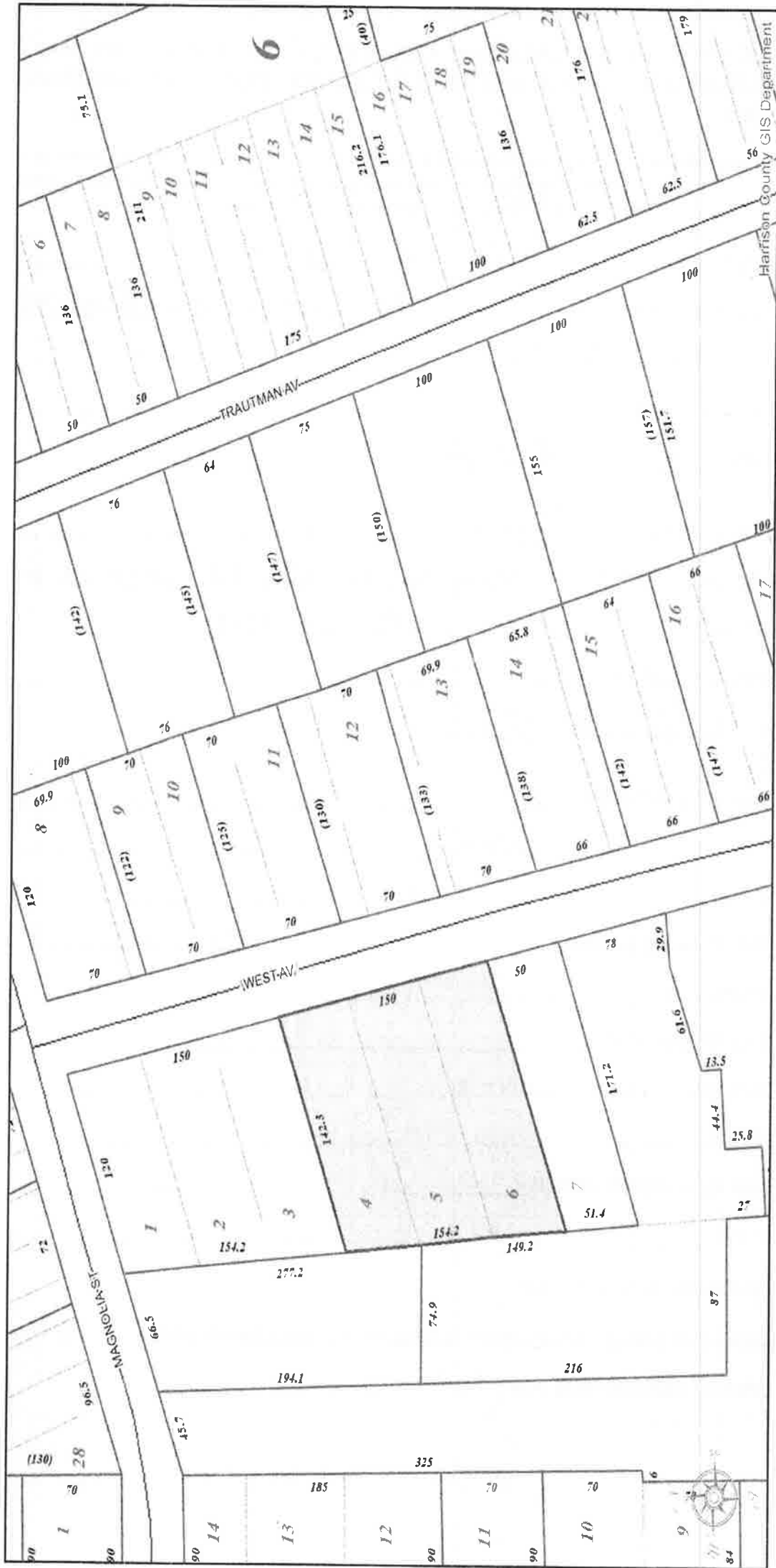
SIGNATURE

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU:

MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

My Map



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
 TALL FLUORRY, TAX ASSESSOR.
 MAP DATE: March 2, 2023



**MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

STATE OF MISSISSIPPI
COUNTY OF HARRISON
RECORDING INFORMATION
INSTRUMENT 2021-003100 (0-1)
FILED/RECORDED 11/02/21 9:25:51 AM
TOTAL FILED PAGES
3 PAGES RECORDED

Our File #B210964
Prepared by & Return To:
Schwartz, Orger & Jordan, PLLC
PC Box 4682 Biloxi MS 39535, 228-388-7441

e-RECORDED ORIGINAL

STATE OF MISSISSIPPI Index: Exempt
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,

Thomas C. Ryan, Jr. and Charlotte F. Ryan,
619 Charleston Lane, Long Beach, MS 39560, 228 596-3121

do hereby sell, convey and warrant unto
Keith A. Cooper and Sharon M. Cooper

700 Magnolia St, Long Beach, MS 39560, 965 630-8423,

as tenants by the entirety with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lots Four (4), Five (5) and Six (6), Trautman Woods Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 17 at Page 35 thereof, reference to which is hereby made in aid of and as a part of this description.

Being the same property described in Deed Book 698 at Page 304; Deed Book 900 at Page 490, Deed Book 1152 at Page 124 and in Deed Book 1152 at Page 126.

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 pro-rated as of this date and are hereby assumed by the Grantee herein.

THE ABOVE described property is so far of the Homestead of the Grantors herein.

WITNESS OUR SIGNATURES, on this the 8th day of November, 2021.

Thomas C. Ryan, Jr.
Thomas C. Ryan, Jr.
Charlotte F. Ryan
Charlotte F. Ryan

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Thomas C Ryan, Jr. and Charlotte F Ryan, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 8th day of November, 2021.

Cynthia D. Cuevas
CYNTHIA D. CUEVAS
NOTARY PUBLIC

My Commission Expires



MINUTES OF MARCH 9, 2023
REGULAR MEETING

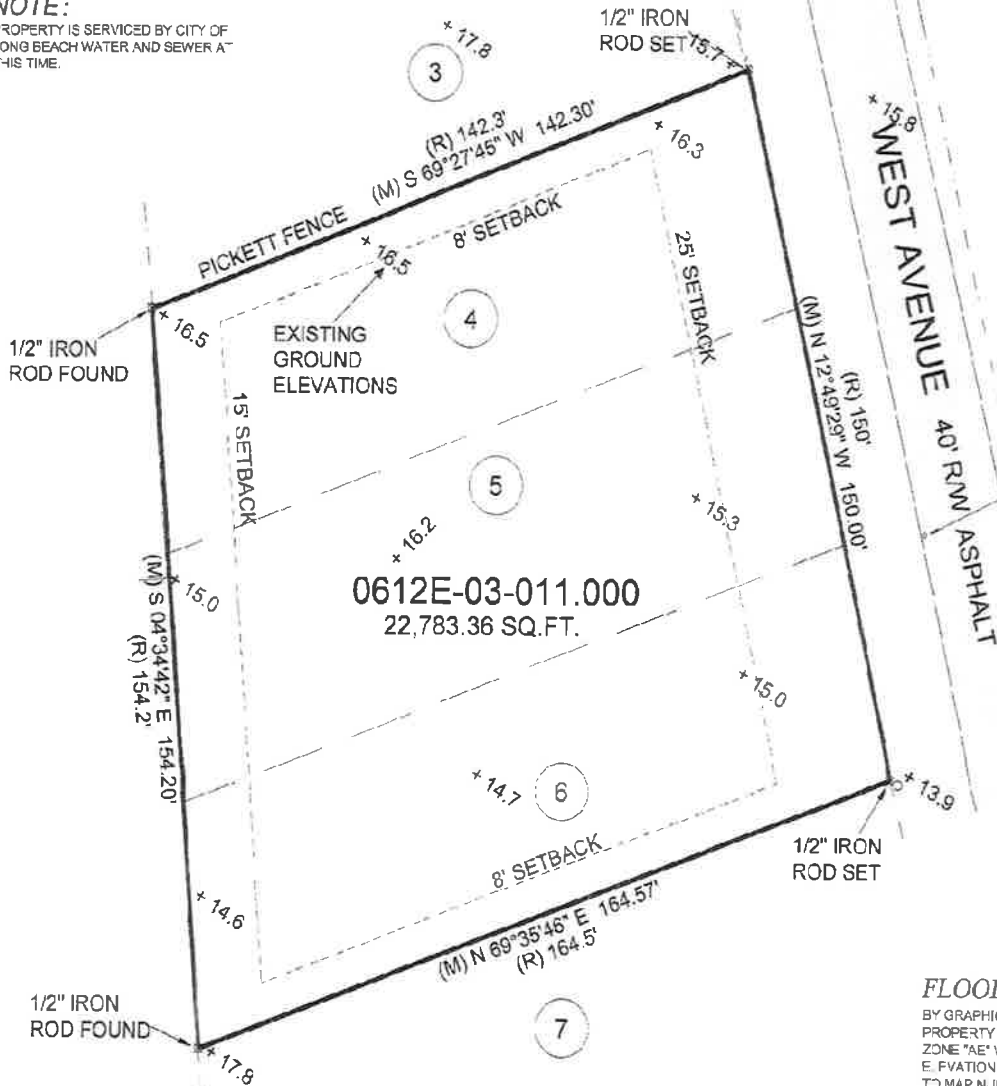
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF A 22,783.26 SQUARE FEET PARCEL KNOWN AS LOTS 4, 5 AND 6, TRAUTMAN WOODS SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A" AND "B". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0612E-03-011.000

EXISTING

SCALE 1" = 30'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

NOTE:
PROPERTY IS SERVICED BY CITY OF LONG BEACH WATER AND SEWER AT THIS TIME.



- LEGEND:
- 1/2" IRON ROD FOUND
 - 1/2" IRON PIPE FOUND
 - 1/2" IRON ROD SET
 - SPIKE SET
 - CONCRETE MONUMENT FOUND
 - LIGHTED MONUMENT FOUND
 - AS PER SURVEY
 - AS PER RECORD
 - AS PER PLAN
 - IRON ROD FOUND
 - IRON ROD SET



BENCHMARK, MAG. NAIL SET IN ASPHALT, ELEV= 14.71

- REFERENCE MATERIALS:
- 1.) RECORDED PLAT OF TRAUTMAN WOODS SUBDIVISION
 - 2.) HARRISON COUNTY TAX MAPS, CURRENT EDITION
 - 3.) PROPERTY LINK OF HARRISON COUNTY, MS (DELTA COMPUTER SYSTEMS, INC. WEBSITE)
 - 4.) LONG BEACH ZONING MAP AND UNLUBRICANCE
 - 5.) INSTRUMENT NO. 2021-0631301-D-11

MINIMUM BUILDING SETBACKS:
THIS PARCEL OF LAND IS LOCATED IN A ZONE R-1, SINGLE FAMILY RESIDENCE DISTRICT AS PER CITY OF LONG BEACH ZONING MAP.

FRONT YARD - 25 FEET
SIDE YARD - 8 FEET
REAR YARD - 15 FEET

FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONE "AE" WITH A BASE FLOOD ELEVATION OF 19 FEET ACCORDING TO MAP NUMBER 2804/0358G, DATED JUNE 18, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 10/7/2021
TOPCON VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS S).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-277-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
- 5.) THIS IS A CLASS "B" SURVEY.
- 6.) BEARINGS SHOWN HEREON ARE DERIVED BY GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

CLIENT: KEITH A. AND SHARON M. COOPER
DATE OF FIELD SURVEY: 10/7/2021
DRAWN BY: CAC
JOB NUMBER: 15245.cwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

SHEET 1 OF 4

**MINUTES OF MARCH 9, 2023
REGULAR MEETING**

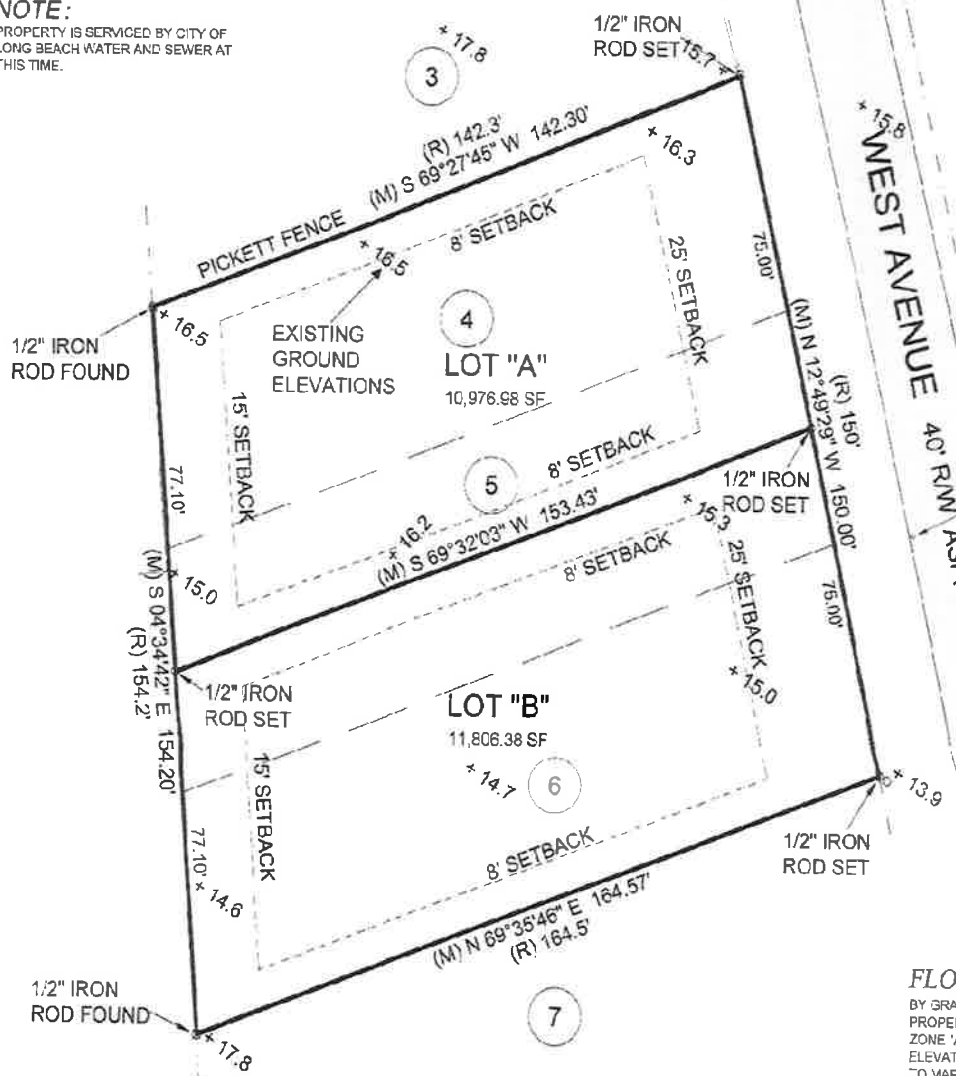
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF A 22,783.26 SQUARE FEET PARCEL KNOWN AS LOTS 4, 5 AND 6, TRAUTMAN WOODS SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A" AND "B". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0612E-03-011.000

PROPOSED

SCALE 1" = 30'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

NOTE:
PROPERTY IS SERVICED BY CITY OF LONG BEACH WATER AND SEWER AT THIS TIME.



- LEGEND:**
- ⊗ --- IRON ROD FOUND
 - --- IRON PIPE FOUND
 - --- IRON ROD SET
 - ⊕ --- SPIKE FOUND
 - ⊙ --- SPIKE SET
 - ⊠ --- CONCRETE MONUMENT FOUND
 - ⊡ --- CONCRETE MONUMENT SET
 - ⊓ --- LIGHTED KNIGHT FOUND
 - ⊔ --- AS PER SURVEY
 - APR --- AS PER RECORD
 - APF --- AS PER PLAN
 - RF --- IRON ROD FOUND
 - RS --- IRON ROD SET



BENCHMARK, MAG. NAIL SET IN ASPHALT, ELEV= 14.71

FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONE "AE" WITH A BASE FLOOD ELEVATION OF 19 FEET ACCORDING TO MAP NUMBER 280410C358C, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

MINIMUM BUILDING SETBACKS:
THIS PARCEL OF LAND IS LOCATED IN A ZONE R-1, SINGLE FAMILY RESIDENCE DISTRICT AS PER CITY OF LONG BEACH ZONING MAP.
FRONT YARD - 25 FEET
SIDE YARD - 6 FEET
REAR YARD - 15 FEET

- REFERENCE MATERIALS:**
- 1.) RECORDED PLAT OF "TRAUTMAN WOODS SUBDIVISION"
 - 2.) HARRISON COUNTY TAX MAPS, CURRENT EDITION
 - 3.) PROPERTY LINK OF HARRISON COUNTY, MS (DELTA COMPUTER SYSTEMS, INC. WEBSITE)
 - 4.) LONG BEACH ZONING MAP AND ORDINANCE
 - 5.) INSTRUMENT NO. 2021-0091701-C-1

**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 10/7/2021
TOPCON VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301) NAD 83.
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-727-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WFTLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
- 5.) THIS IS A CLASS "A" SURVEY.
- 6.) BEARINGS SHOWN HEREON ARE DERIVED BY GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

CLIENT: KEITH A. AND SHARON M. COOPER
DATE OF FIELD SURVEY: 10/7/2021
DRAWN BY: CAC
JOB NUMBER: 15245.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

**MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

A RESUBDIVISION OF A 22,783.26 SQUARE FEET PARCEL KNOWN AS LOTS 4, 5 AND 6, TRAUTMAN WOODS SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A" AND "B". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0612E-03-011.000

LONG BEACH PLANNING COMMISSION

CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel (0612E-03-011.000) into (two) lots. The subject property is generally described as being located (on west side of West Avenue, Long Beach, MS).

The Case File Number is: _____

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION (PER DEED):

Lots Four (4), Five (5) and Six (6), Trautman Woods Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 17 at Page 35 thereof, reference to which is hereby made in aid of and as a part of this description.

LEGAL DESCRIPTIONS OF THE TWO PROPOSED PARCELS:

LEGAL DESCRIPTION of (LOT "A"):

LOT 4 AND THE NORTH ONE-HALF OF LOT 5, TRAUTMAN WOODS SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

LEGAL DESCRIPTION of (LOT "B"):

LOT 6 AND THE SOUTH ONE-HALF OF LOT 5, TRAUTMAN WOODS SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

CERTIFICATE OF OWNERSHIP

I hereby certify that I am one of the owners of the property described hereon, which property is within the subdivision regulation jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.

Keith A. Cooper 3/23/2023
SIGNED BY: KEITH A. COOPER DATE

Subscribed and sworn to before me, in my presence this 3 day of Feb 2023, a Notary Public in and for the County of Harrison, State of Mississippi.



[Signature]
NOTARY PUBLIC
My Commission Expires: 1-28-2024

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: KEITH A. AND SHARON M. COOPER
DATE OF FIELD SURVEY: 10/7/2021
DRAWN BY: CAC
JOB NUMBER: 15245.dwg

MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF OWNERSHIP

I hereby certify that I am one of the owners of the property described hereon, which property is within the subdivision regulation jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.

Sharon M. Cooper
SIGNED BY: SHARON M. COOPER

2/6/2023
DATE

Subscribed and sworn to before me, in my presence this 6 day of February 2023, a Notary Public in and for the County of Harrison, State of Mississippi.



[Signature]
NOTARY PUBLIC

My Commission Expires: 1/28/2024

CERTIFICATE OF APPROVAL

I hereby certify that the minor subdivision shown on this plat does not involve the creation of new public streets, or any change in existing public streets, the extension of public water or sewer system or the installation of drainage improvements through one or more lots to serve one or more lots. That the subdivision shown is in all respects in compliance with the City ordinances of Long Beach and that therefore this plat has been approved by the administrator subject to its being recorded in the Harrison County Courthouse within (60) days of the date below.

ADMINISTRATOR _____

DATE _____

CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and a deed description recorded in instrument no. 2021-0031301-D-J1 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 15th day of FEBRUARY, 2023.



[Signature]
Clifford A. Crosby, P.L.S.

2539
MS P.L.S. NO. 2539

PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the _____ day of _____ 2023.

Planning Commission Chairman _____

Date _____

ACCEPTANCE

Submitted to and approve by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the _____ day of _____ 2023.

ADOPT: _____

ATTEST: _____

MAYOR _____

CITY CLERK _____

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: KEITH A. AND SHARON M. COOPER
DATE OF FIELD SURVEY: 10/7/2021
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**MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Tina Dahl

From: Joe Culpepper <joe.culpepper@h2oinnovation.com>
Sent: Wednesday, February 15, 2023 8:42 AM
To: Tina Dahl
Cc: david@overstreeteng.com
Subject: RE: Certificate of Resubdivision, 205 West Avenue

I believe that no special tap will be required to this subdivide.

Joe Culpepper, P.E.
Project Manager



Trusted Utility Partners

Office # (228) 863-0440
 404 Kohler Street Long Beach, MS 39560
 P.O. Box 591 Long Beach, MS 39560
joe.culpepper@h2oinnovation.com | www.h2oinnovation.com

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

March 7, 2023

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

RE: Certificate of Subdivision – Tax Parcel No. 0612E-03-011.000

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as Lots four, five, and six, Trautman Woods Subdivision. The submitted subdivision proposes to divide an existing parcel into two new parcels. Proposed Lot "A" will be nearly 0.25 acres in size, with 75 feet of street frontage on West Av. Proposed Lot "B" will be nearly 0.27 acres in size, with 75 feet of street frontage on West Av.

The Certificate itself has all appropriate certifications and information. If approval is granted, acceptance of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Billy Swort, E.I.

BS:539

**MINUTES OF MARCH 9, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion and upon recommendation by a City Engineer, Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried to approve the application as submitted.

It came for discussion under New Business, Ordinance 647, Sidewalks. Commissioner Suthoff made motion, seconded by Commissioner Walters and unanimously carried to schedule a work session immediately following the regular scheduled meeting on March 23, 2023, at 5:00 p.m.

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

APPROVED:

Vice Chairman Shawn Barlow

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk