

**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
AUGUST 28, 2025
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. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
 - 1. Variance- 116 West Beach Blvd, Lot 8, Tax Parcel 0612G-02-022.000, Submitted by TS Development, LLC.
- V. ANNOUNCEMENTS**
- VI. APPROVE MINUTES**
 - 1. August 14, 2025
- VII. UNFINISHED BUSINESS**
 - 1. Tree Removal- 107 Galloway Street, Tax Parcel 0612E-01-031.000, Submitted by Christopher King.
 - 2. Short-Term Rental- 115 Vance Place, Tax Parcel 0512G-01-045.000, Submitted by Virginia L. Hutchinson (owner) and Gulf Coast Property Management (property manager).
- VIII. NEW BUSINESS**
 - 1. Tree Removal- 586 West Beach Blvd, Tax Parcel 0612E-03-062.000, Submitted by Dane and Dawn Ledet.
 - 2. Certificate of Resubdivision- 113 East 4th Street and 110 East 5th Street, Tax Parcels 0612B-03-050.000 and 0612B-03-049.000, Submitted by Melita L. Ladner.
- IX. DEVELOPMENT & RESEARCH**
- X. 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 September 2, 2025.

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

**MINUTES OF AUGUST 28, 2025
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Vice Chairman David DiLorenzo led the meeting in prayer.

Commissioner LeBlanc read the Opening Statement for the Planning and Development Commission.

Be it remembered that a Public Hearing was heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and began at 5:30 o'clock p.m., Thursday, August 28, 2025, in said City, and the same being the time, date and place fixed for holding said Public Hearing.

There were present and in attendance on said Commission and at the Public Hearing the following named persons: Chairman Shawn Barlow, Vice Chairman David DiLorenzo, Commissioners Don Sterling, Nicholas Brown, William Suthoff, Ray Baas, Jr., Sean Hughes, Phillip LeBlanc, Building Official Mike Gundlach, and Minutes Clerk Tina M. Dahl.

Absent the Public Hearing were Commissioner Ryan McMahon, City Advisor Bill Hessell and Building Inspector Ryan Ladner.

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

It came for discussion a Variance for the property located at 116 West Beach Blvd, Tax Parcel 0612G-02-022.000, submitted by TS Development, LLC, as follows:

**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



CITY OF LONG BEACH
201 Jeff Davis Avenue/ PO BOX 929
Long Beach, MS 39560
(228) 863-1554 office
(228) 863-1558 fax

Office use only	
Date Received	7/31/25
Zoning	C4-HO
Agenda Date	8/28/25
Check Number	9149

VARIANCE REQUEST

- Parent parcels 0612G-02-022.000 & 0612G-02-025.000 Re-Subdivided into (8) lots
- Tax Parcel Number(s): with final approval granted by Mayor & Board of Aldermen May 6, 2025.
 - Address of Property Involved: 116 W Beach Blvd, Lot 8 of the above referenced Re-Subdivision.
 - Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)
Requesting an 8' (west) side setback variance for step construction and a 12' front setback variance for an in-ground pool.

****PLEASE COMPLETE THE FOLLOWING:**

- Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement? We have a party (with whom we have a written contract and substantial deposit) wanting to purchase Lot 8 of our development with (2) mandatory alterations/conditions. They require installation of an in-ground, beachfront pool which, even with omitting the front stairs, will require a 12' front setback variance. They also require the current stair access from underneath the home be moved to the west, outside of the home, to create additional living square footage within, which the stairs they are requesting to be constructed at even a minimum width, will require the entire 8' side setback.
- Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request. These are requirements of the purchaser, not of the applicant. With lot 8 being 47.15' wide, the homes all being the same width of 31' and the east side setback at the standard 8', it only leaves very little more than the standard 8.15' to the west for the stairs. The home cannot be pushed back any further to accomodate the pool due to parking required off the road to the rear.
- Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request? The hardship exists that without the variances being granted, we will lose the sale, as the purchaser will walk away and choose another property, likely outside of Long Beach.
- Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable. Granting the variances will have little to no impact on views or neighbors as it is a self contained development, the stairs would be on the side, the pool is in-ground and the home currently under construction to the west is still actively for sale. There is currently no other close development, as nearby/abutting property is currently vacant over 500' to the North, 700' to the East and 900' to the West of the reference development.

Page 1 of 2

Variance Request

**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

IV. REQUIRED ATTACHMENTS:

- A. Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.
- B. Survey and Site Plan.** a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;
- C. Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- D. Fee.** Attach a check in the amount of \$200.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

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

V. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING, Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. 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 21 days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

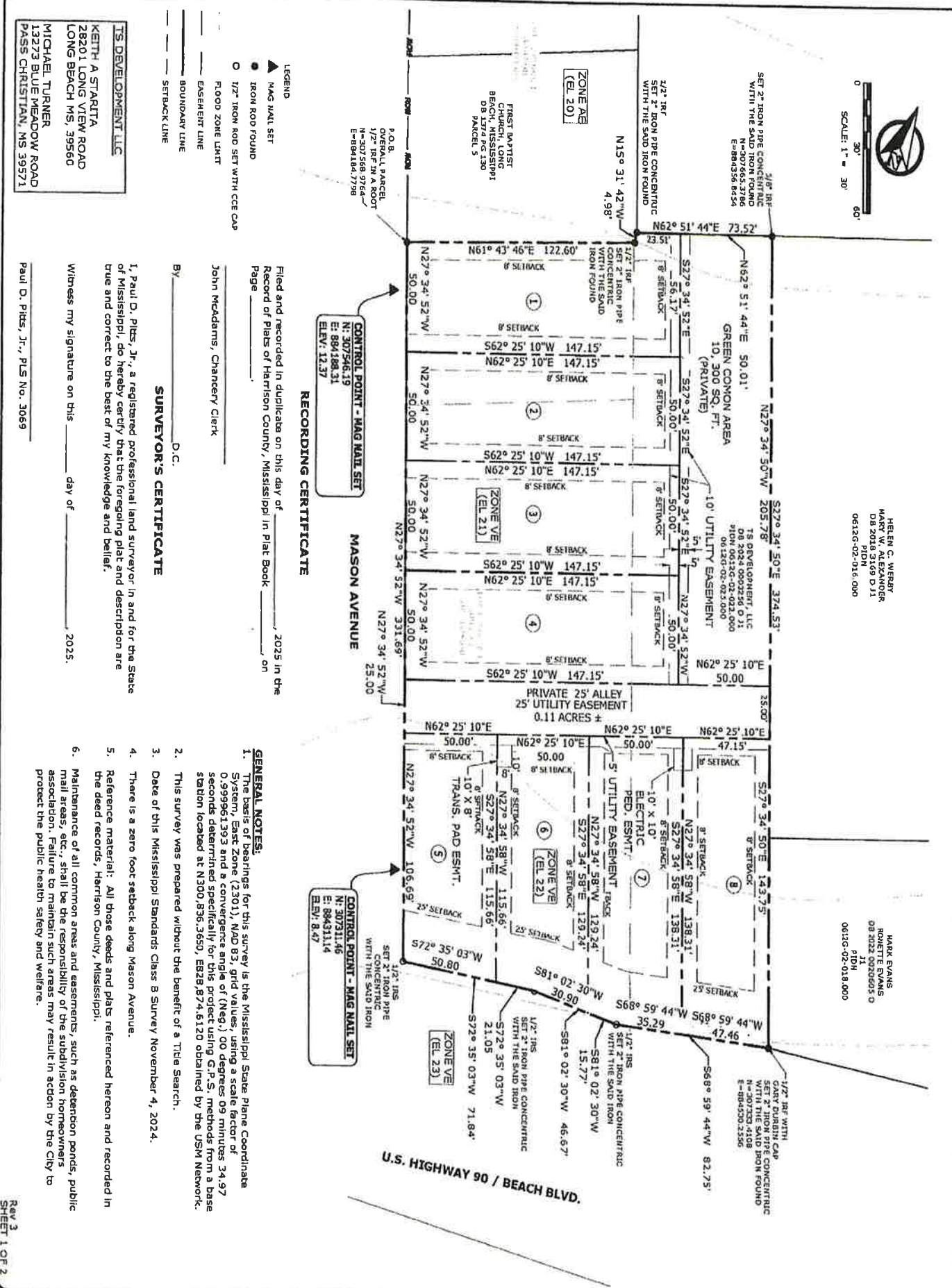
Ownership: I the undersigned do hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and also agree to pay all fees and charges as stated.

TS Development, LLC
 Name of Rightful Owner (PRINT)
 1755 28th Street
 Owner's Mailing Address
 Gulfport, MS 39501
 City State Zip
 (228) 697-6882
 Phone

 Signature of Rightful Owner Date

Name of Agent (PRINT)
 Agent's Mailing Address
 City State Zip
 Phone
 Signature of Applicant Date

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



DRAWN:	SCALE:
PDP	AS NOTED
CHECK:	SHEET:
PDP	V 1
DATE:	PROJ #:
AS NOTED	16529.08

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Instrument 2024-0003256-D-11
Filed/Recorded 02/20/2024 3:33:01 PM
Total Fees 26.00
4 Pages Recorded

Indexing: Parcel in S 80' of Lot 2, Block 1, Biberon S/D
and Parcel of 1.4 acres in NW ¼ of SW ¼ of S 13-8-12

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1806 23rd Avenue, Suite A
Gulfport, MS 39501
(228)896-8962
File#4800

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 all of which is hereby
acknowledged, the undersigned,

SOUTHERN CONSTRUCTION AND DEVELOPMENT LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
691 LAVELL LADNER RD.
LUMBERTON, MS 39455
(228)323-4013

AND
STARITA PROPERTIES I, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
1755 28TH STREET
GULFPORT, MS 39501
(228)697-6882

do hereby **SELL, CONVEY** and **WARRANT** unto

TS DEVELOPMENT, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
1755 28TH STREET
GULFPORT, MS 39501
(228) 697-6882

the following described land, together with all improvements thereon, located in First Judicial
District Harrison County, Mississippi, more particularly described as follows, to-wit:

SEE EXHIBIT "A"

THE ABOVE described property is no part of the homestead of the Grantors nor any part
thereof.

THIS CONVEYANCE is subject to any and all easements, restrictive or protective

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and
state, on this 14 day of February, 2024 within my jurisdiction, the within named
Michael S. Turner who acknowledged that he a member of Southern Construction and
Development, LLC, a Mississippi Limited Liability Corporation, and that for and on behalf of
said limited liability corporation, and as its act and deed he executed and delivered the above and
foregoing instrument, after first having been duly authorized by said limited liability corporation
so to do.


NOTARY PUBLIC

My Commission expires:



MINUTES OF AUGUST 28, 2025
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

The Clerk reported that seven (7) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office, and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



LEGAL NOTICE
PUBLIC HEARING

In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 598 of the City of Long Beach, Mississippi (2013) as amended, notice is hereby given advising that the Planning and Development Commission for the City of Long Beach will hold a Public Hearing for the purpose of considering a Variance.

TS Development LLC, 1755 28th Street, Gulfport, MS, 39501, has filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant is requesting "an 8-foot (west) side setback variance for step construction and a 12-foot front setback variance for an in-ground pool". The city's setback requirements are an 8-foot side yard setback and a 25-foot front setback for construction of residential homes in a C1 HD Zone. The location of the request is 115 West Beach Blvd, Lot 8. The legal descriptions are as follows:

1.4 AC(C) BEG AT INTER OF N MAR OF HWY 90 & E MAR OF MASON DR N ALONG MASON DR
259.6 FT N 60 DG E 130 FT N 28 DG W 75.3 FT N 60 DG E 71.6 FT S 28 DG E 376.6 FT TO HWY
90 W ALONG HWY 208.1 FT TO POB PART OF NW1/4 OF SW 1/4 SEC 13-8-12

A Public Hearing to consider the above Variance request will be held in the City of Long Beach, Mississippi, 39560, August 28, 2025, at 5:30 p.m. in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed
Chairman
Planning and Development Commission

201 Jeff Davis • P.O. Box 529 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822
www.cityoflongbeachms.com

Allyson Avery
Unpublished
10/15/2025

Evans Mark and Ronette
81 Moeller Road
Pitayune, MS 39466

Request for Variance
Unpublished
10/15/2025

Werby Helen ETAL
2055 Mauville Cove
Biluxi, MS 39531

Unpublished
10/15/2025

First Baptist Church Long Beach
300 North Cleveland Avenue
Long Beach, MS 39560

Tims Andrew and Dixie
405 Mason Avenue
Long Beach, MS 39560

Mathis Byron E Jr
6508 Center Street
Ocean Springs, MS 36564

Taco Bell of America Inc
c/o TRC Tax Unit #016958
PO Box 35370
Louisville, KY 40232-5370

Shelter Rock Two LLC
c/o Strata Services
2727 Prytania Street
Suite 19
New Orleans, LA 70130

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
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AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, TINA M DAHL, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning Commission, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

- 1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning Commission;
- 2. That in such capacity, she is responsible for mailing Notices of Public Meeting for the purpose of notifying property owners within One Hundred Sixty Feet (160') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed; all as stipulated in Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such public meetings and the business of the Planning Commission in and for the City of Long Beach;
- 3. That on August 4, 2025, she did cause to be mailed, Notice of Public Meeting, a copy of which is attached hereto, to 7 (seven) property owners within 160' (one hundred sixty feet), excluding rights-of-way, to: Tax Parcel Number 0612G-02-022.000 notifying them that a Public Meeting will be held August 28, 2025, to consider an application for a Variance filed by TS Development, LLC.

Given under my hand this the 4th of August, 2025.

Emma Ward
EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 4th day of August 2025.

Kini Gomboulin
NOTARY PUBLIC

-My Commission Expires-



The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice of Public Hearing, as evidenced by the Publisher’s Proof of Publication as follows:

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, HENRY DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made in the said publication _____ weeks in the following numbers and on the following dates of said papers:

Vol. XX No. 31 dated 8 day of August, 2025
Vol. _____ No. _____ dated _____ day of _____, 20____
Vol. _____ No. _____ dated _____ day of _____, 20____
Vol. _____ No. _____ dated _____ day of _____, 20____
No. _____ dated _____ day of _____, 20____
No. _____ dated _____ day of _____, 20____
No. _____ dated _____ day of _____, 20____

Affiant further states on oath that said newspaper has been established and published continuously in said county, no period of more than twelve months prior to the first publication of said notice.

Henry Dawkins
Publisher

Subscribed and sworn to before me this 12 day of August, A.D. 2025

Kevin Kelley
Notary Public

Chairman Barlow asked for anyone speaking in favor or opposition and no one came forward.

Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried to close the Public Hearing.

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Suthoff made motion, seconded by Vice Chairman DiLorenzo and unanimously carried recommending to approve the application as submitted.

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 28th day of August 2025, 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 Regular Meeting the following named persons: Chairman Shawn Barlow, Vice Chairman David DiLorenzo, Commissioners Nicholas Brown, William Suthoff, Don Sterling, Sean Hughes, Ray Baas, Jr., Building Official Mike Gundlach, and Minutes Clerk Tina M. Dahl.

Absent the Regular Meeting were Commissioner Ryan McMahon, City Advisor Bill Hessel and Building Inspector Ryan Ladner.

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 Hughes and unanimously carried to approve the Regular Meeting minutes of August 14, 2025, as submitted.

It came for discussion under Unfinished Business a Tree Removal for the property located at 107 Galloway Street, Tax Parcel 0612E-01-031.000, submitted by Christopher King, as follows:

MINUTES OF AUGUST 28, 2025
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	8/11/25
Zoning	R-1
Agenda Date	8/14/25
Check Number	Cash

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

CX 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.

CX 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.

CX 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: August 1, 2025

PROPERTY INFORMATION

TAX PARCEL # 0612E-01-031.000
 Address of Property Involved: 107 Galloway St Long Beach, MS. 39560
 Property owner name: Christopher King
 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: 107 Galloway Street
 Phone No 228 214-8228

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Keith Dye Construction
 Phone No 228-518-0260 Fax: _____
 Name Keith Dye
 Address 18583 Robinson Rd, Gulfport, MS 39503

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.: There is two live oaks on the southside of home causing foundation cracking. One is over the power lines causing our lights to flicker daily.

Number of Trees: 2
 _____ 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.

Signature C King Date 8-1-2025

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

CX 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.

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

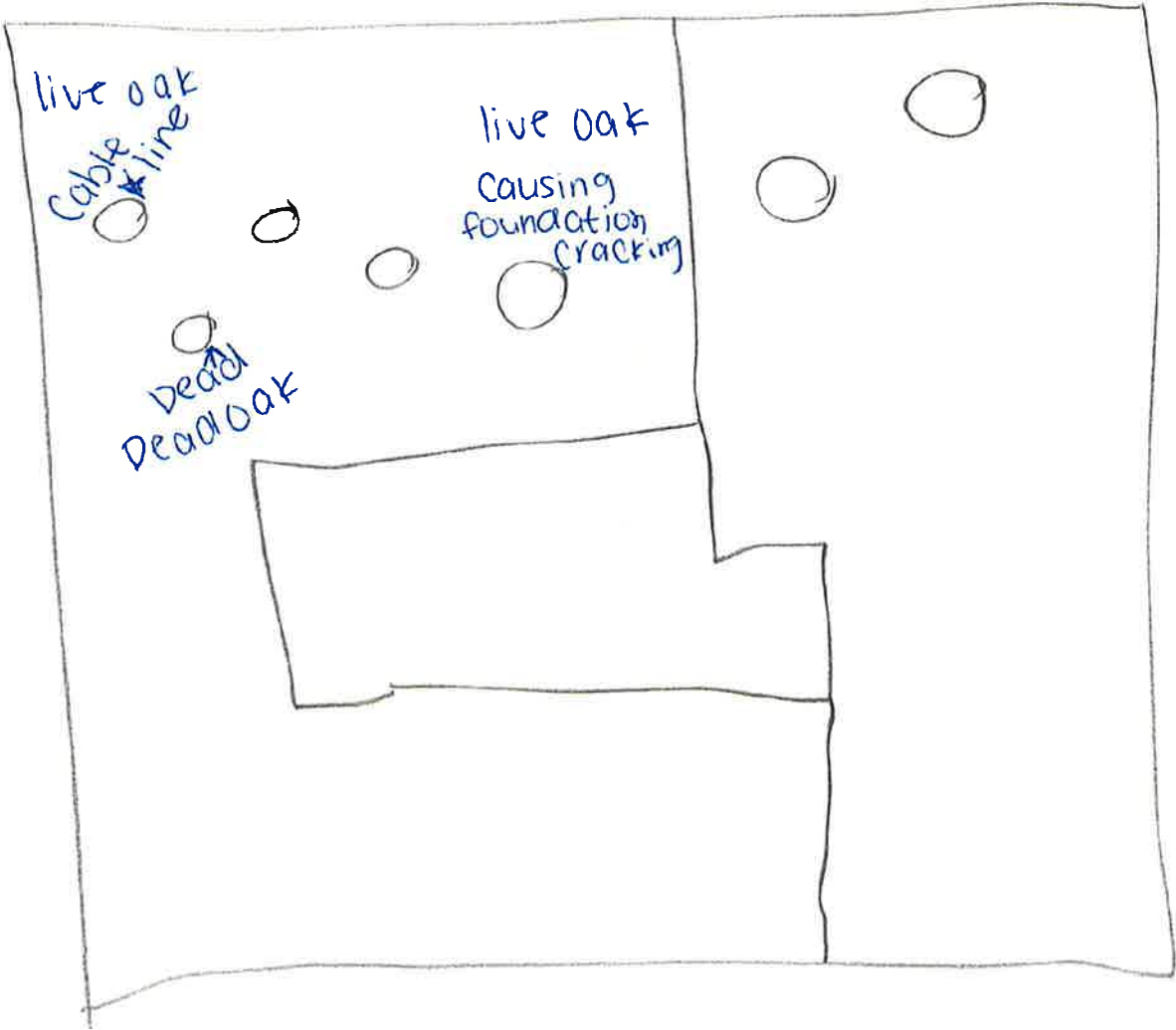
CX OWNERSHIP: Please provide a recorded warranty deed.

CX 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.

CX 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.

CX MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1



Prepared By and Return To:
Schwartz, Org & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 852-8550
Our File #187631

Indexing Instructions:
Lots 13 & 14, Blk D, Belmont S/D
Harrison County, 1st JD, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the 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,

HENRIETTA DRUMMOND, an unmarried woman
107 GALLOWAY CIRCLE
LONG BEACH, MS 39560
(228) 669-3019

does hereby grant, bargain, sell, convey and warrant, unto

CHRISTOPHER M. KING, an unmarried man
107 GALLOWAY CIRCLE
LONG BEACH, MS 39560
(228) 263-4710

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

Lots Thirteen (13) and Fourteen (14), Block D, BELMONT 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 12 at Page 23 (Copy Book 5 at Page 409) thereof, reference to which is hereby made in aid of and as a part of this description.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the

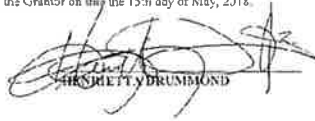
**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

2

consideration for this conveyance. In the event the estimates upon which such promotion is based prove to be inaccurate for any reason, the Grantor agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other, and use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor on this the 15th day of May, 2018.



HENRIETTA DRUMMOND

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, HENRIETTA DRUMMOND, who acknowledged that she signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 15th day of May, 2018.

(SEAL)

My Commission Expires:



Celeste Paige
NOTARY PUBLIC

MEMORANDUM

DATE: August 4, 2025

TO: City of Long Beach MS Planning & Development Commission

FROM: Long Beach MS Tree Board

REF: Tree(s) Removal – 107 Galloway Street..

After a lengthy conversation with the applicant, all agreed to the following recommendations suggested by the present members of the tree board:

The live oak tree near the street would be trimmed and not cut. The applicant would contact Sparklight/ATT to trim the tree since the tree is in their lines and not the power company. The dead tree to be removed and also the second tree marked live oak to be cut since it is not a live oak as initially thought. The two smaller live oak trees to be removed to stop the excessive slab cracking noted in the application and visible to viewing members present.

Upon consideration of factors outlined in Ordinance 655, specifically factors..... proximity to existing structure... and {k} Whether the continued presence of the tree...likely to cause danger to a person or property, The Tree Board recommends the approval of the tree removal application as amended above. .

Blane Sutton
Ginger Wentz
Jana Montgomery

Upon recommendation, the applicant revised the application as follows:

MINUTES OF AUGUST 28, 2025
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	8/19/25
Zoning	R-1
Agenda Date	8/28/25
Check Number	Cash

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

EP **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.

EP 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.

EP 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: 8-15-2025

PROPERTY INFORMATION

TAX PARCEL # 0612E-01-031 000

Address of Property Involved: 107 galloway st

Property owner name: Christopher King
 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: 107 galloway st

Phone No. (228) 756-3602

CONTRACTOR OR APPLICANT INFORMATION

Company Name Keith Dye Construction

Phone No. 228-518-0260 Fax: _____

Name Keith Dye

Address 18583 Robinson rd Gulfport, MS 39503

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.

the trees are causing the foundation to crack (use separate sheet if needed)

Number of Trees:

4 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.

Clay 8-15-2025
 Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

EP **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.

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

EP **OWNERSHIP:** Please provide a recorded warranty deed.

EP **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.

EP **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.

EP **MEETING:** You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM**

DATE: August 4, 2025 Revised August 20, 2025-08-20

TO: City of Long Beach MS Planning & Development Commission

FROM: Long Beach MS Tree Board

REF: Tree(s) Removal – 107 Galloway Street..

After a lengthy conversation with the applicant, all agreed to the following recommendations suggested by the present members of the tree board:

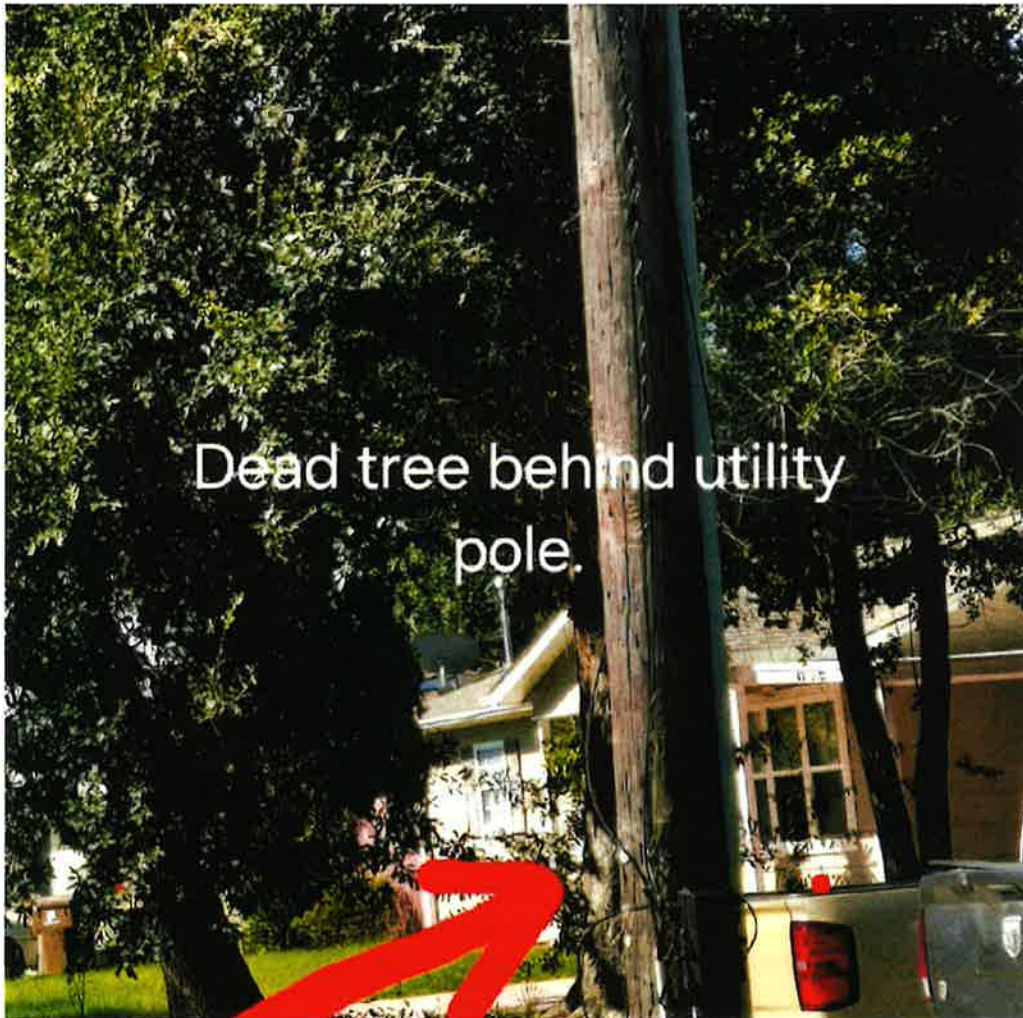
The live oak tree near the street would be trimmed and not cut. **Pictures attached of subject tree and dead tree.** The applicant would contact Sparklight/ATT to trim the tree since the tree is in their lines and not the power company. The dead tree to be removed and also the second tree marked live oak to be cut since it is not a live oak as initially thought. The two smaller live oak trees to be removed to stop the excessive slab cracking noted in the application and visible to viewing members present.

Upon consideration of factors outlined in Ordinance 655, specifically factors..... proximity to existing structure... and {k} Whether the continued presence of the tree...likely to cause danger to a person or property, The Tree Board recommends the approval of the tree removal application as amended above. .

Blane Sutton
Ginger Wentz
Jana Montgomery



**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



After considerable discussion and upon recommendation by the City of Long Beach Tree Board, Commissioner Suthoff made motion, seconded by Commissioner

MINUTES OF AUGUST 28, 2025**REGULAR MEETING****LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Hughes and unanimously carried to approve the application as submitted and with direction that the applicant will plant 2 Live Oaks on his property.

It came for discussion under Unfinished Business a Short-Term Rental for the property located at 115 Vance Place, Tax Parcel 0512G-01-045.000, submitted by Virginia L. Hutchinson (owner) and Gulf Coast Property Management (property manager), as follows:

MINUTES OF AUGUST 28, 2025
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: <u>115 Vance Place, Long Beach</u> Tax Parcel # <u>0512G-01.045.000</u> (Location of Short-Term Rental)			
OWNER'S INFORMATION: Property Owner's Name: <u>Virginia L. Hutchinson</u> Property Owner's Address: <u>551 Shiloh Rd, Brandon MS 39042</u> Property Owner's Mailing Address, if different from above: 			
Property Owner's Phone No: <u>(769) 208-3889</u> City _____ State _____ Zip _____ Email Address: <u>lynnnewhutchinson@gmail.com</u>			
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: <u>Gulf Coast Property Management, 2100 18th St., Gulfport MS 39501</u> Property Manager's Address: (Must be a local contact) 			
Property Manager's Phone No: <u>Brian Logan (228) 669-3058</u> City _____ State _____ Zip _____ Email Address: <u>yes@christiesgulfbeachrentals.com</u>			
PLEASE PROVIDE THE FOLLOWING: <ul style="list-style-type: none">Mississippi Sales Tax ID # <u>Airbnb, VRBO</u>Recorded Warranty DeedParking Rules & PlanTrash Management PlanCopy of Proposed Rental AgreementProof of Liability Insurance, which includes short term rental coverage			
ADDITIONAL INFORMATION: <ul style="list-style-type: none">Completed written statement of compliance.FEES: \$250, nonrefundable application fee, \$500, yearly renewable fee. Checks should be made payable to the City of Long BeachLICENSE: 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 IS 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. Virginia L. Hutchinson <u>Virginia L. Hutchinson</u> <u>8/6/25</u> PRINT NAME SIGNATURE DATE			
BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>10</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 FEES, FINES AND OTHER CHARGES HAVE BEEN PAID.			
Building Official Signature: <u>Ryan Loh</u>		Date: <u>8/7/25</u>	
Fire Inspector Signature: _____		Date: _____	
COMMENTS: _____			
Date Received: <u>8/6/25</u>			
Agenda Date: <u>8/14/25</u>			
Amount Due/Paid: <u>250.00</u>			
Payment Method: <u>3541</u>			

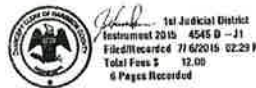
MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Virginia L. Hutchinson, owner of the property located at 115 Vance Place, Long Beach Tax Parcel 0512-G-01.045.000, 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.

Virginia L. Hutchinson
signature

8/6/25
date



Prepared by:

Alfred R. Koenenn
Perry, Murr, Teel & Koenenn
Post Office Box 7158
Gulfport, MS 39506
(228)896-0020
State Bar #4237

Return to:

Alfred R. Koenenn
Perry, Murr, Teel & Koenenn
Post Office Box 7158
Gulfport, MS 39506
(228)896-0020
State Bar #4237

Indexing information: Lot 19, Block 4, Green Acres Subdivision, Part 2

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

EXECUTOR'S WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned:

**JOHN LUCAS HUTCHINSON, EXECUTOR
ESTATE OF JACQUELINE LUCAS HUTCHINSON, DECEASED
3451 Oakmont Drive
Pensacola, FL 32503
(850) 326-0099**

said Executor having been so appointed by Order of the Chancery Court under Cause Number 15-920(4), and by further Order of this Court to convey the following described property, dated June 24, 2015, to convey the following described property, does hereby sell, convey and warrant unto:

**MICHAEL E. HUTCHINSON and wife,
VIRGINIA L. HUTCHINSON
115 Vance Place
Long Beach, MS 39560
(601) 825-1284**

as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and being situated in the First Judicial District of Harrison

**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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ESTATE OF JACQUELINE LUCAS HUTCHINSON, DECEASED
3451 Oakmont Drive
Pensacola, FL 32503
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**MICHAEL E. HUTCHINSON and wife,
VIRGINIA L. HUTCHINSON
115 Vance Place
Long Beach, MS 39560
(601) 825-1284**

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

Lot 19, Block 4, Green Acres Subdivision, Part 2, 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 26 at Page 17.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, easements, rights of way, encumbrances and the prior reservation of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantors agree to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantors, or its assigns, any amount overpaid by it.

EXECUTED, this the 29th day of June, 2015.

Estate of Jacqueline Lucas Hutchinson

BY: John Lucas Hutchinson
John Lucas Hutchinson, Executor

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, JOHN LUCAS HUTCHINSON who acknowledged to me that he signed and delivered the foregoing instrument of writing as Executor of the Estate of Jacqueline Lucas Hutchinson, Deceased, on the day and year and in the capacity therein set forth.

GIVEN under my hand and official seal of office on this the 29th day of June, 2015.

Gennep F. Ligon
Notary Public

My Commission Expires:

June 5, 2016

**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Case: 24CH1:15-cv-00920 Document #: 22 Filed: 06/24/2015 Page 1 of 3

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

FILED
JUN 24 2015

John McAdams Chancery Clerk

IN THE MATTER OF THE ESTATE OF
JACQUELINE LUCAS HUTCHINSON, DECEASED

By Quinn R. Davis D.C.
NO. 15-920(4)

JOHN LUCAS HUTCHINSON, EXECUTOR

ORDER TO SELL REAL ESTATE

THIS CAUSE came on to be heard upon Petition of John Lucas Hutchinson, the duly appointed and qualified Executor of the Estate of Jacqueline Lucas Hutchinson, Deceased, to Sell Real Estate and upon oral and documentary evidence presented, the Court finds the following, to-wit:

I.

The Court finds that Jacqueline Lucas Hutchinson, departed this life on April 7, 2015, and at the time of her death, was an adult, and had a fixed place of residence and domiciled in Harrison County, Mississippi.

II.

The Court finds that the decedent executed a Last Will and Testament on September 3, 1987 and a Codicil dated May 22, 2008, and that said Last Will and Testament and Codicil were admitted to probate on May 13, 2015.

III.

The Court finds that in accordance with law, notice to creditors was published in the Sun Herald, a newspaper published in Harrison County, Mississippi, on May 17, 2015, May 24, 2015 and May 31, 2015, for the estate of Jacqueline Lucas Hutchinson, Deceased. No claims have been filed against the estate and the time for filing or probating claims against the estate does not expire until August 17, 2015. The Court further finds that under the provisions of §91-7-205 of the Mississippi Code, since all legatees, devisees, heirs at law and other interested parties have joined herein, this Court waived the posting of bond conditioned for the faithful application of the proceeds of sale of the land described herein.

Page 1 of 3

Case: 24CH1:15-cv-00920 Document #: 22 Filed: 06/24/2015 Page 2 of 3

IV.

The Court finds that the Executor has personal and subject matter jurisdiction herein and that all parties entitled to notice are properly before the Court.

V.

The Court finds that this Court approves the sale of the decedent's home located at 115 Vance Place, Long Beach, Mississippi 39560 and that upon said sale, the monies deposited into the Estate account to be disbursed to the beneficiaries according to the Last Will and Testament of the deceased, pursuant to further Order of this Court.

VI.

The Court finds that Michael E. Hutchinson and wife, Virginia L. Hutchinson has offered to purchase the aforesaid described property for a total consideration of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00). The Court finds that the parties have entered into a Loan Agreement wherein the Sellers have agreed to loan the Buyer the sum of \$72,000.00. The Court finds that attached as Exhibit "A" to the pleadings filed herein was a copy of the Contract, and attached as Exhibit "B" was a copy of the Loan Agreement and that a sale of \$150,000 is reasonable and fair price for the sale and would further show that it is in the best interest of the estate that the decedent's home and land be sold to Michael E. Hutchinson and wife, Virginia L. Hutchinson.

The Court finds that all of the beneficiaries of the Estate have consented to the Sale of the property by filing their Waiver of Process and Entry of Appearance.

The Court further finds that the Estate Beneficiaries consent that the proceeds from the sale of the property be deposited into the Estate Account pending further Order of the Court by filing their Waiver of Process and Entry of Appearance.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by this Court hereby authorizes and directs the Executor to execute an Executor's Deed to the purchaser pursuant to the terms of the Contract and Loan Agreement executed by all beneficiaries of the estate, and bond is hereby waived by this Court pursuant to Section 91-7-205 of the Miss. Code Ann.

Page 2 of 3

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

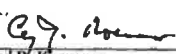
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Case: 24CH1:15-cv-00920 Document #: 22 Filed: 06/24/2015 Page 3 of 3

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the proceeds from the sale of the property are to be deposited into the Estate Account pending further Order of the Court.

SO ORDERED, ADJUDGED AND DECREED this the 24 day of June, 2015.

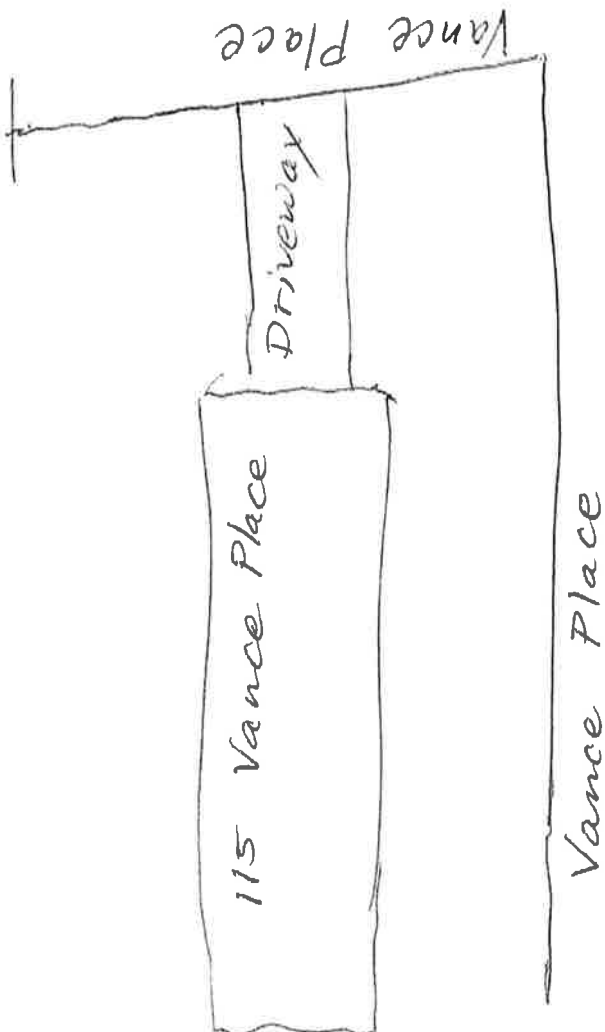

CHANCELLOR

8:45 a.m. 

3cc
Alfred R. Koenenn
Perry, Murr, Teel & Koenenn
P. O. Box 7158
Gulfport, MS 39506
(228) 896-0020
MSB #4237

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- Trash can will be managed by Gulf Coast Property Management LLC. (local company managing my property).
- My property contains a very large driveway which can easily support at least 4 cars for parking.



MINUTES OF AUGUST 28, 2025

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

PROPERTY MANAGEMENT AGREEMENT

Short Term Rentals



IN CONSIDERATION of the covenants herein contained, Lynn Hutchinson hereinafter designated as Owner, to employ Gulf Coast Property Management LLC (DBA Christies Gulf Beach Rentals) as exclusive Agent, hereinafter designated as Agent, to rent, lease, operate, and manage the real property known as 115 Vance Place, Long Beach (Premises) described as as a single-family house commencing on this date, August 1, 2025 and terminating at midnight on July 31, 2026, upon the following terms and conditions. This agreement will automatically renew for an additional one-year period provided that the Agent notifies the Owner at least 30 days before each termination date. The owner has 30 days to acknowledge or accept the new terms as written. Should a delay occur in signing a new agreement after the expiration date, both parties agree that management services will be extended for one year or until another agreement or extension is provided by the Agent. Either party may terminate this agreement with 60 days written notice to the other party or parties.

AGENT'S AUTHORITIES AND OBLIGATIONS

Owner hereby confers upon Agent the following authorities and obligations:

1. To advertise the availability of the Premises through Christies Gulf Beach Rentals website and third-party websites and directly to influencers. To use an electronic lock to permit access to the Premises to the Agent, guests, and maintenance vendors. Owner acknowledges that Agent is not insuring Owner against theft, loss, utility usage, or vandalism resulting from such access or while the unit is vacant.
2. Guests will be advised of the terms and conditions of their use of the property. They will agree to comply with the terms and conditions. From time to time, a guest may inflict damage upon the property or remove item(s) without permission. The owner acknowledges that this is a cost of doing business and agrees to repair or replace as necessary to maintain the property in good operating condition. The owner agrees that the Agent is not liable for damage or removal of items by guests. Guests are responsible for damage or theft caused during their stay as stipulated in the agreement they sign with the third party to follow the rules established by the host/owner. (In some cases a third party may reimburse for damages, e.g., Airbnb). Violations of the guest/host/third party agreement will be addressed by Agent if and when discovered. Agent is not responsible for guest violations of the policy.
3. To follow the Pet Policy the owner must provide instructions about the acceptance of pets. Type, number, size, etc. **No animals.**
4. To collect rents, security deposits, and other receipts, and to depo it such monies into the owner's bank account. All funds collected from guests through the reservation system will be considered pre-payment for their stay. The agent will only disburse funds to the Owner after the guest has completed their stay. Funds will be disbursed by the 10th of the following month directly into the owner's bank account. The owner acknowledges that only funds received and earned will be disbursed. Funds from guests staying the last few days of the month, where payment is not earned until the next month, will be paid in the next cycle.
5. The agent will submit on behalf of the owner, sales tax payments required by Mississippi law, monthly. Taxes are collected from guests as a separate line item and are not subject to the Agent's management fee. The current sales tax rate is 12% of the gross amount paid directly through our website or a third party (the tax rate may change). The gross amount does not include cleaning fees. Airbnb and VRBO currently pay taxes to the state on behalf of the Owner. Tax payments are recorded in the owner's report. Taxes only apply to short-term rentals.
6. To employ attorneys to enforce the Owner's rights under third-party agreements and institute legal action on behalf of the Owner.
7. The owner can use the property only after consulting with the Agent and scheduling their stay in advance. There is a cleaning fee which must be paid for owners and their guests. A cleaning fee will be deducted from the monthly reimbursement. The exception to the cleaning fee is if the owner leaves the property EXACTLY as they

found it.

8. **Cleaning fees are charged directly to guests. The owner does not participate in the cleaning fee income, this amount is deducted from the fees collected from 3rd party providers and any guests booking through the Christies Gulf Beach Rentals website.**

9. To provide reasonably necessary services for the proper management of the property including recommending reporting observations including recommended, alterations, and repairs as may be required by the Owner. A guest information binder will be prepared and placed on the property. This requires Owner participation to complete. The guest information binder and its contents remain the property of Christies Gulf Beach Rentals should the agreement terminate. The contents are considered proprietary even with the Owner's input. Christies Gulf Beach Rentals will attempt to obtain compensation from third parties should guests create damage to the property that Agent is aware of. VRBO and AirBnb have programs but they are not very effective, regardless effort will be made have them pay if the guests refuse to pay for damage.

10. To hire, supervise, and discharge all independent contractors required in the operation, maintenance, and refurbishment of the property. The agent has a preferred vendor list that they will primarily use for any repairs at the premises. In order to reduce liability to the Owner and comply with federal law, All invoices are billed to the Owner in the care of the Agent. Owner has the option to perform all repairs.

11. To contract for repairs or alterations at a cost to the Owner not to exceed \$350.00 per repair (repair limit does not apply to HVAC or water heater repairs/replacement). The agent is not required to notify the Owner of repairs under

\$350.00 authorized limit prior to ordering or completion of the repair (regular communication will ensure the owner is aware). Invoice copies will be maintained by the Agent as required by law and will not be provided to the Owner, except under a separate agreement at an additional fee. Expenses above the repair limit shall be in such amounts as agreed by the Owner and Agent, except recurring (monthly) operating charges and/or emergency repairs in excess of the maximum. Owner authorizes Agent to use reserve or other Owner's funds held by the Agent for repairs that are necessary to protect the Premises from damage or to maintain services to the tenant as required in their leases or by local, state, or federal laws.

12. To contract for emergency repairs and expenses that are necessary for the protection of the property from damage, or to provide services to the tenants provided for in their leases and the Landlord Tenant Act, (including but not limited to: HVAC failures, water line breakage, sewage backflow, roof, structural or other failures) Owner will be notified the next business day or sooner about emergency repairs.

13. To contact as Agent deems necessary for utilities, appliances, services, non-tenant related pest control (termites, bees, scorpions, etc.), and supplies for the operation, maintenance, and safety of the Premises. Owner agrees to turn on necessary utilities in their name.

14. Agent will attempt to manipulate the air conditioning system to reduce the owner's cost. Agent strongly recommends that the Owner have a wifi thermostat installed to provide the Agent with control of the comfort of the guests while attempting to reduce the cost of utilities to operate the system when vacant.

15. To replace, install, or repair smoke and carbon monoxide detectors and/or alarms as required by law. The fee for this service is included in the fee schedule.

16. To cooperate with various home warranty companies in the maintenance of the property (when applicable). If warranties are not presented at the time of PMA commencement, the Agent will not be liable for work performed by a repair service of the Agent's choice. Should Agent determine that the warranty company or its subcontractor is unresponsive or untimely, Agent may contract for necessary repairs with a repair service company of their choice at Owner's expense. Owner assumes all responsibility for the renewal of warranty contract(s) and payment of policy premiums. A warranty coordination fee may be charged at the Agent hourly rate if working with the warranty company causes the Agent to spend time above and beyond a normal repair.

17. To report Owner income as required by law and issue the Owner an IRS 1099 Miscellaneous Income form (or IRS 1042S Income form for foreign investors) for all taxable funds received. Owner consents to receive substitute IRS forms online and acknowledges they have the ability to access their online portal. Instructions for

MINUTES OF AUGUST 28, 2025 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

printing forms and making changes to Owner information is provided through the Owners online portal. In the event the Owner can not access their tax forms online, a paper copy can be provided upon written request to Agent. Owner agrees to complete a W-9 or other applicable tax forms with an accurate tax identification number and address, in addition to any other requested information or required tax form, and to notify the Agent of any changes. Any fines assessed due to inaccurate information provided by Owner or changes to Owner's information will be charged to the Owner.

18. To maintain accurate records of all monies received and disbursed in connection with the management of the property Owner has 24/7 web access to financial data and has the right to access their data through the Client Portal.

19. To deposit net proceeds into Owner accounts on or about the 10th of the following month. Owners requesting a check at any other time of the month may be charged an "out of cycle" \$25.00 processing fee. Funds will be sent through the Agent's bank bill pay which may or may not create an electronic transfer to the Owner's bank account. Payments will not be mailed, funds must be deposited directly into the Owners bank account. Wire transfers require additional fees and will only be done upon request at the owner's cost. The owner will provide an email address for online statement notification and bank account information for direct deposit purposes. Should an email address or bank account change, the Owner agrees to notify the Agent. Agents will provide access to owners' reports via a link to a Google Sheet. This report is available 24/7 and owners will be responsible for viewing this report at their leisure. No report will be sent as this report will be updated as new information is provided.

20. Other authorized expenses: None. Any loan payments, property taxes, privilege use taxes, insurance and homeowners association payments are the direct responsibility of Owner. Owner may direct Agent to make payments on his behalf, using coupons, vouchers, or billing statements, which must be provided by Owner. An accounting service fee (see fee schedule) per month for additional services (monthly impound accounts, property tax payments, acting as Owner's statutory agent, etc.) will be charged as services are rendered. Owner is solely liable for any changes. If the Agent does not receive payment instructions in a timely fashion, the Owner is solely liable and no payment will be made. Agent is not responsible for any late fees and/or credit issues due to late payments for any items referred to in this paragraph. Agent cannot under any circumstances advance money for payment of Owner's obligation.

20. Agents from time to time will refer individuals requesting a stay at Owners property to stay at other owners properties when the Owners property is booked. In exchange, Agent will book guests that are overages from other owners' properties that Agent manages. Owner receives compensation based upon the rate paid to the original owner, less Agent's usual commission, cleaning fees and taxes if applicable.

21. Additional Terms: This is the only contract with a property management company that is valid. Any previous agreements with property managers or persons to manage the property have been terminated. The Owner understands that Agent will not interfere with an existing contract and Owner agrees to indemnify Agent against any claims from previous contractors.

OWNER'S OBLIGATIONS

1. Owner agrees to carry, at Owner's expense, bodily injury, property damage and personal injury liability insurance in the amount of not less than \$300,000 per person or three hundred thousand (\$300,000) if the Premises contain a pool, attractive nuisance or latent defects. In cases of a condominium/townhouse policy, Owner shall carry a minimum of \$300,000 additional liability. The policy shall be written on a comprehensive general liability form and shall name the Agent as additional insured. Owner shall immediately furnish Agent with a certificate of insurance evidencing that the coverage is in force with a carrier acceptable to Agent. If Owner does not provide evidence of such insurance, Agent may purchase such coverage at Owner's expense. In the event the Agent receives notice that said insurance coverage is to be canceled, the Agent shall have the option to immediately cancel this agreement. POLICY # OICH3MS_01275096-5: to be provided. Insurance agent is Orion 180 Insurance Services, 930 S. Harbor City Blvd, Melbourne, FL 32901.

4. If the Premises has a pool, the Owner, at Owner's expense, shall comply with all applicable state, county, and municipal swimming pool barrier laws or regulations prior to the Premises being occupied. Each city code varies and information can be located at the city's governmental website.

3

5. Owner represents that Owner has the legal authority to lease the Premises. The undersigned Owner of the property hereby affirms that: a.) The property is insured as a rental, with an Agent named as additional insured, and b.) The Homeowners Association (HOA) is aware of and approves the use of the property as a rental.

6. Owner will disclose in writing all known defects, latent or obvious, to the Agent and warrants that the Premises are in a safe and sanitary condition as of the contract date. Agent will provide a preferred disclosure form for Owner convenience, but regardless of the form used, the Owner acknowledges that failure to make legally required disclosures may result in civil liability. Owner shall comply with all lead-based paint (LBP) laws. If the property was built prior to 1978, Owner shall notify the Agent of any known LBP or LBP hazards in the Premises and provide the Agent with any LBP risk assessments or inspections of the Premises. Further, Owner agrees to provide EPA-approved LBP forms upon Agent request.

7. Owner shall fulfill all Owner's obligations to the Guest pursuant to the rental agreement as required by law.

8. Owner agrees that Agent shall handle Guest relations and Agent discourages Owner from contacting the guests directly. Owner shall not visit or enter premises without notifying the Agent in advance to determine if there is a Guest in residence.

9. Owner shall not hire or contract with any employee of the Agent to do any work or perform any service related to the Premises without the Agent prior written consent.

10. Owner agrees that Agent will set prices for the property based upon research of the market at the time and other factors that will lead Agent to price the property competitively. Agent will consult the owner when major price changes are to be made. Owner acknowledges that 3rd party platforms offer discounts for new properties which will reduce the rate paid by guests for some first rentals.

11. Owner certifies that all mortgage obligations, property taxes, association fees (and/or any other obligations which could lead to any default or foreclosure action against the Premises) are current at this time and further agrees to keep them current and paid in full as required. Should the Agent be notified in any manner that a foreclosure action has been initiated against the subject property, the Owner authorizes Agent to freeze all funds related to that property and Agent will make no further disbursement to the Owner. Owner has 30 days to cure the default that initiated the foreclosure action or provide evidence that the foreclosure was initiated erroneously by the lending institution. Should Owner fail to cure the default, Owner authorizes Agent to refund the prepaid funds to Guest and to deduct from any Owner's funds on hand with Agent all amounts due to Agent or Guest including, but not limited to, any refund to Guest of prorated payment. Owner

and Agent agrees that nothing in this paragraph shall limit Agent's other legal remedies to collect from Owner any unpaid fees due to Agent.

12. Owner agrees to purchase any business license or other license required by the applicable governmental authority and pay any fees or taxes when due. Owner, at Owner's expense, Agent agrees to assist Owner in applying for licensing and registering the Premises with the appropriate county on the owner's behalf.

13. Owner agrees to notify the Agent immediately of any changes in the Owner's contact information (including but not limited to: mailing address, phone number, email address, and banking information for ACH payments). Owner agrees to notify the Agent immediately of any change in ownership or title for the Premises.

14. Neither Agent nor Owner may assign any rights or obligations pursuant to the Property Management agreement without the prior consent of the other party. This agreement is entered into by and between the Owner and Agent, and shall be binding upon the successor and assigns of the Agent, and the heirs, executors, administrators, successors, and assigns of the Owner in the event of death or other incapacitation of either party.

15. The parties to this agreement agree that neither side will request a jury trial in the event of litigation. The parties specifically waive their right to a jury trial and agree that any court action is determined by a Judge only.

4

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
COMPENSATION

Owner agrees to pay Agent fees for services rendered at the rates in Attachment A - Fee Schedule. The owner agrees to assign to the Agent all guest payments (including guest payments paid directly to the Owner) and other income collected for the purposes specified in this Agreement, including the payment of obligations incurred. Such compensation is due and payable on demand and may be collected from any of the Owner's funds.

MANAGEMENT SERVICES: The owner agrees that the management fee represents payment for management and marketing services. The management fee listed in Attachment A -

ACCEPTANCE OF PRIOR MANAGER'S BOOKINGS: Owner agrees to compensate Agent the amount of 10% of gross revenue except for cleaning fees, for any and all bookings that were booked by prior managers but occur after this agreement is signed. Owner agrees to provide Agent a complete list of all bookings with details about guests, dates, revenue and all other information usually collected for a booking.

CLIENT PORTAL: The client portal is the way Owner will see documents related to collection of guest fees and other revenue. Owner will be responsible to view the portal and printing as needed copies of the report. Only revenue where Agent receives payment will be recorded.

SALE OF PROPERTY: By separate agreement, the Agent is affiliated with Logan-Anderson, Gulf Coastal Realtors.

OTHER SERVICES: See Attachment A - Fee schedule. Should the Owner agree to any supplemental services such as accounting, the Owner will indicate that this is a service they desire by initialing the line item on the Attachment.

ACCESS TO PROPERTY: No persons are permitted access to the property including owners without prior notice to Agent. This notice should be by text or email to create a record. Owners and owners friends, family or associates may use the property after booking their stay. This booking is sufficient notice. If contractors or others need access, owner is to contact Agent in advance to arrange for this. If anything is added or removed from the property by owners, contractors or others that the owner has asked for access, Agent will be notified of the activity in advance.

TERMINATION: Either party may terminate this agreement with 60 days' written notice to the other party or parties. Termination without proper notice or at any time other than the agreement ending date will result in cancellation fees (on occupied properties). Upon termination of the management agreement, the Agent shall provide the Owner with a final accounting. Agent shall deliver to the Owner a final accounting statement and Owner distribution check within 35 days of the termination date. Any prepayments held will be transferred into the Owner's funds after deducting the management fee for the work to obtain the reservation. The owner will receive a list of any scheduled reservations. There is a \$300 early termination fee to compensate the Agent for work completed on behalf of the Owner to modify the Agent's websites and to remove third-party postings, except in case of Owner default, and accounted for in the final statement. Should there remain additional outstanding payables, known or expected, the Agent may withhold an estimated amount to cover them and account to the Owner as soon as the payment is made but not to exceed 75 days from the termination date. Should the Owner have a shortage in his account to cover all final payables, the Owner agrees to deliver funds to the Agent upon demand within five (5) calendar days.

In the event of foreclosure, Agent shall be entitled to all of the management fees that would be due to Agent through the end of the management agreement or lease (whichever ends later). If the Owner cancels at any time other than the management agreement ending date with a tenant in place, full management fees are due for the 60-day cancellation period. Neither termination of this agreement by either party nor sale or foreclosure of the Premises, shall affect the obligation of Owner to pay the commission to the Agent.

TERMINATION OF AGREEMENT

If Owner or Agent decides to terminate this agreement per the provisions included in this agreement, the Agent is under no obligation to provide any data regarding reservations in place for Owners property beyond the termination date. The Agent may find other accommodation for guests or upon payment by Owner to Agent for the uncompensated effort to advertise and manage the guest reservation system and provide information about guest

5

reservations. There is a \$300 early termination fee for any agreement terminated by Owner prior to the expiration of this agreement.

OTHER TERMS

Unless otherwise provided, delivery of all notices, statements, reports, and disbursements ("Notice") required or permitted hereunder shall be delivered in writing addressed to Owner or Agent and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses provided herein; (iv) sent via recognized overnight courier service; or

(v) sent by U.S. mail, in which case the Notice shall be deemed received when actually received or five

(5) days after the Notice is mailed, whichever occurs first. This is intended to be a legally binding contract.

This Agreement shall be governed by Mississippi law and jurisdiction is exclusively conferred on the State of Mississippi. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. Owner acknowledges and agrees that the Agent may now or in the future represent other owners of similar properties. The owner recognizes, acknowledges, and agrees that the Agent is not qualified or licensed to provide legal or tax advice. If you desire legal or tax advice, consult your attorney or tax advisor. This agreement and applicable attachments are the entire agreement between the Owner and Agent, and there are no other covenants, promises, agreements, conditions, or understandings, oral or written between them. Any change or alteration to this agreement must be in writing. Agent may modify this agreement with a minimum 30-day written notice to Owner. Modifications may apply to this agreement and any future revisions. Owner agrees to pay applicable state gross receipts tax (service tax) if adopted by the state. If any provision in this agreement is held by any Court to be unlawful, invalid or unenforceable, that provision shall be voided, but all other terms and conditions shall remain in effect. Agent will not be responsible to account for such interest to Owner. In the event of any legal action by the parties arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, to be determined by the court in which such action is brought. If any of the Premises shall ever be foreclosed upon or condemned, this agreement shall immediately be terminated without further action or notification required by either party. Agent accepts employment under the term of and agrees to use diligence in the exercise of the obligations, duties, and authorities herein upon Agent.

Virginia Lynn Hutchinson 8/2/25
CLIENT SIGNATURE DATE

CLIENT RESPONSIBLE PARTY: Lynn Hutchinson
CLIENT COMPANY NAME: None
CLIENT TAX ID: 425-21-3633
CLIENT MAILING ADDRESS: 551 Shiloh Rd, Brandon, MS 39042
NAME OF PROPERTY: Maison du Monde

GULF COAST PROPERTY MANAGEMENT 8/2/25
DATE



6

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF INSURANCE COMMON POLICY DECLARATIONS State of Mississippi		
Previous Number NEW	Certificate Number 24SSIU121248	
This Declaration is attached to and forms part of certificate provisions.		
Insurance effected with Certain Underwriters at Lloyds of London 1402		AUTHORITY REF. NO. Per Insurer Participation Schedule
INSURED NAME & MAILING ADDRESS: Virginia Hutchinson 551 Shiloh Road Brandon, MS 39042	BROKER: SSIU, LLC PO Box 639 Daphne, AL 36526	PRODUCING AGENT: Pyron Coastal Insurance LLC (Gulfport) Joseph T Norton MS LIC #: 10310158
POLICY PERIOD FROM: 08/05/2025 TO 08/05/2026 POLICY TERM: 12:01 A.M. Standard Time at the Residence Premises		
LOCATION ADDRESS(s): 115 Vance Place Long Beach, MS 39560		POLICY TYPE: DP-3 OCCUPANCY: Rental(Short-Term)
COVERAGES	LOSS SETTLEMENT TYPE	LIMIT OF LIABILITY
SECTION I - AS PER FORM A) DWELLING B) OTHER STRUCTURES C) PERSONAL PROPERTY D) LOSS OF USE / RENTS	RCV RCV RCV	\$390,698 No Coverage \$15,000 \$20,000
SECTION II - AS PER FORM E) PERSONAL LIABILITY F) MEDICAL EXPENSE		\$300,000 \$5,000
Total Premium:		\$1,947.72
POLICY FEE - STANDARD		\$150.00
MWUA TAX		\$62.93
Surplus Lines Tax		\$83.91
MS Stamping		\$5.24
TOTAL:		\$2,249.80
DEDUCTIBLES (Section 1 Only):	ALL OTHER PERILS: \$2,500 WIND & HAIL: EXCL. FLOOD: EXCL.	
FORMS AND ENDORSEMENTS: This policy is made and accepted subject to the above statement together with the provisions, stipulations and agreements contained in the following form(s) and endorsement(s): See Schedule of Forms and Endorsements		
NOTE: This insurance policy is issued pursuant to Mississippi Law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi but is authorized to do business in Mississippi as a non-admitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.		
LICENSE #: 10310158 NAME: Joseph Taylor Norton		
MORTGAGEE(s):		
This policy shall not be valid unless countersigned by our authorized agent:		
COUNTERSIGNED Date: 08/06/2025		By: J. Taylor Norton

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner DiLorenzo and unanimously carried to table the application due to the applicant not being present.

It came for discussion under New Business a Tree Removal for the property located at 586 West Beach Blvd, Tax Parcel 0612E-03-062.000, submitted by Dane and Dawn Ledet, as follows:

**MINUTES OF AUGUST 28, 2025
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	8/6/25
Zoning	R-1
Agenda Date	8/28/25
Check Number	2331

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

8B 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.

8B 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.

8B 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: 8-6-25

PROPERTY INFORMATION

TAX PARCEL # 0612E-03-062.000

Address of Property Involved: 586 W Beach Blvd.

Property owner name: Dane and Dawn Ledet

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: 452 Daneco Ct., Houma, LA 70364

Phone No. (985) 790-5541

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Southern Tree and Turf, LLC

Phone No. 228-760-5296 Fax: _____

Name: Sarah Blake

Address: 6291 Beatline Rd., Long Beach

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 tree is very close to sidewalk and growing into another Live Oak tree. Owner has already planted 4 additional Live Oaks on his lot. Tree is also leaning toward house.

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.

Sarah Blake

Signature

8-6-25

Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

8B 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.

8B PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

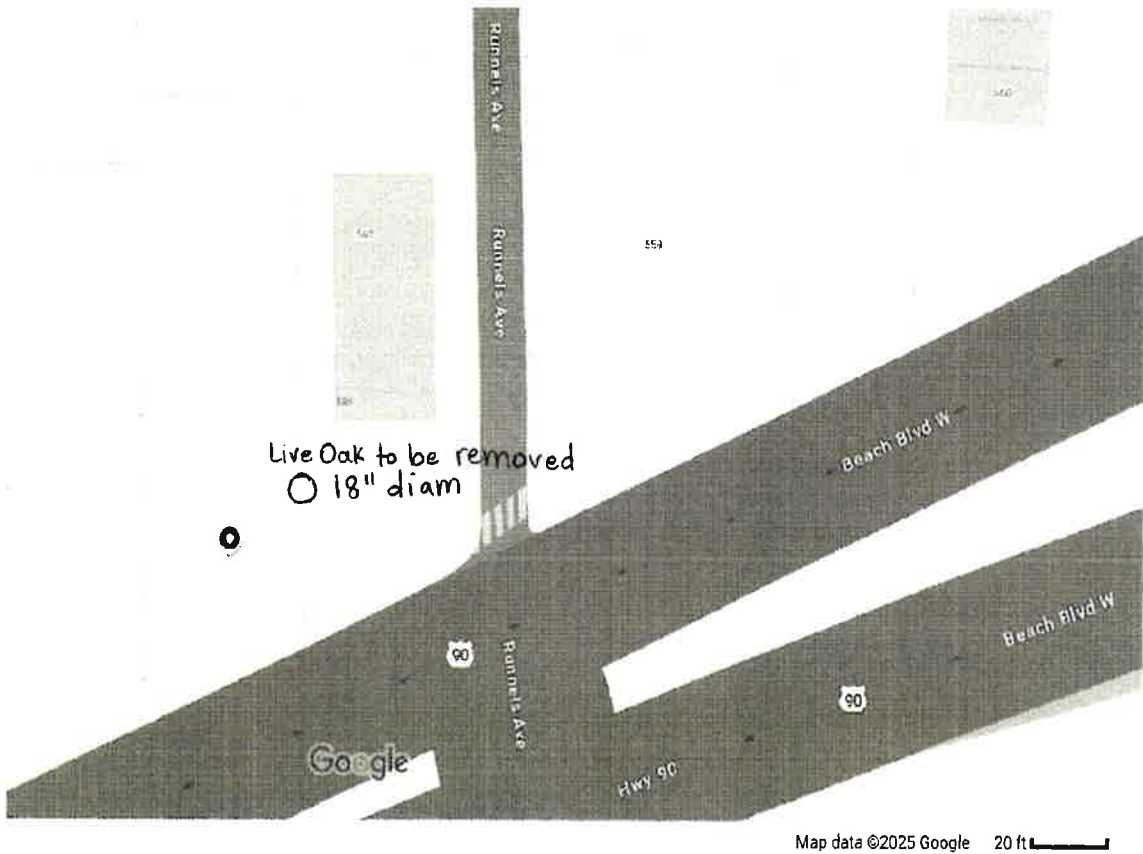
8B OWNERSHIP: Please provide a recorded warranty deed.

8B 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.

8B 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.

8B MEETING: You must attend the Planning Commission meeting. not attending may cause your permit for tree removal to be denied or withheld.

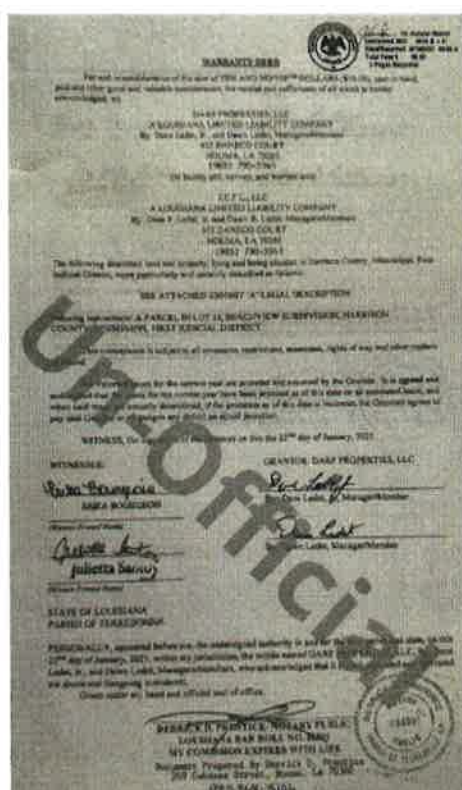
MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
586 Beach Blvd W



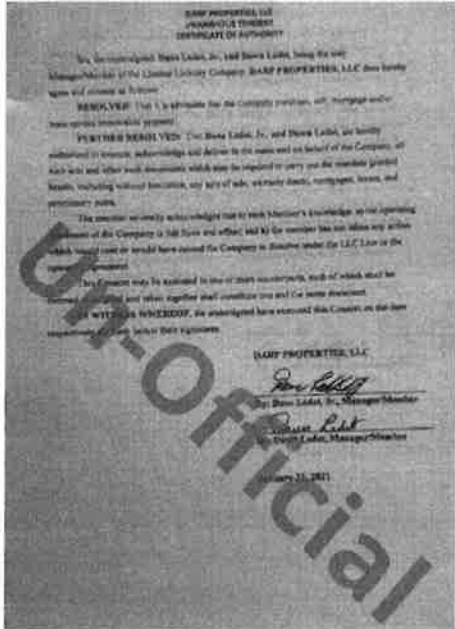
tree to be removed



4 new Live Oak
Trees planted on
property



MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MEMORANDUM

DATE: August 25, 2025

TO: City of Long Beach MS Planning & Development Commission

FROM: Long Beach MS Tree Board

REF: Tree(s) Removal – 586 West Beach Blvd

After visiting the above mentioned property, the below members of the tree board make the following recommendation:

The subject tree leans toward the house, removal will help give the existing oaks some room to flourish. The homeowner has planted 4 good sized {45-60 gallon} live oaks at a healthy spacing from the house and each other. As outlined in Ordinance 655, specifically factors {a}...danger of falling...and proximity to existing structure... and {k} whether the continued presence of the tree...likely to cause danger to a person or property, The Tree Board recommends the approval of the tree removal application.

Blane Sutton
Ginger Wentz
Jana Montgomery

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

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

It came for discussion under New Business a Certificate of Resubdivision for the property located at 113 East 4th Street, Tax Parcels 0612B-03-050.000 and 0612B-03-048.000, submitted by Melita L. Ladner, as follows:

MINUTES OF AUGUST 28, 2025
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 8/15/25
Zoning C-2
Agenda Date 8/28/25
Check Number 1041

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION 0612B-03-050.000
- II. ADVALOREM TAX PARCEL NUMBER(S): 0612B-03-049.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 113 E 4th St.
110 E 5th St.
- IV. ADDRESS OF PROPERTY INVOLVED: 113 E. 4th St. 110 E. 5th St.
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of 2 PROPERTIES
Into 1 PROPERTY
- 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 fee(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.

MELITA L. LADNER
Name of Rightful Owner (PRINT)

113 E. 4th St.
Owner's Mailing Address

Long Beach 39560
City State Zip

228-357-2377
Phone

Melita L. Ladner 8-14-25
Signature of Rightful Owner Date

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

Signature of Applicant Date

**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Prepared by:
Donald R. Jones, #197
Attorney at Law
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965
File 122507

Return to:
Donald R. Jones
Attorney at Law
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965

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, GERALD J. SAVNER, 5125 Beatline Road, Long Beach, MS 39560, 228-209-5460, does hereby sell, convey and warrant unto MELITA LADNER, 113 E 4th Street, Long Beach, MS 39560, 228-357-2377, 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:

Part of Lots Ten (10), Eleven (11), and Twelve (12), Block Sixteen (16), ORIGINAL LONG BEACH, a subdivision according to the 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 15 at Page 6 (Copy Book 4A at Page 365) thereof, reference to which is hereby made in aid of and as a part of this description, said parcel being more particularly described as follows, to-wit:

Beginning at the Southeast corner of Lot Twelve (12), Block Sixteen (16), of the original Town of Long Beach, First Judicial District of Harrison County, Mississippi, as surveyed by Joseph A. Potter, C.E.P. September 1897, and run thence Westwardly along the Northern right-of-way line of Fifth Street a distance of 63 feet, thence run Northerly a distance of 150 feet along a line which is parallel to the Easterly line of Lots Eleven (11) and Twelve (12) of said Block Sixteen, thence run Easterly a distance of 75 feet along a line which is parallel to the Northerly right-of-way of said Fifth Street, thence run Southerly and parallel to said East line of Lots Eleven (11) and Twelve (12) a distance of 150 feet to the

North right-of-way of Fifth Street, thence run Westerly along said Northerly right-of-way line of said Fifth Street a distance of 12 feet to the Point of Beginning.

THE ABOVE described property is not now nor has it ever been a part of 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 pro-rated as of this date and are hereby assumed by the Grantee herein.

WITNES MY SIGNATURE, on this the 24th day of July, 2025.


GERALD J. SAVNER

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, GERALD J. SAVNER, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24th day of July, 2025.


EVELYN JONES
NOTARY PUBLIC

My Commission Expires:



**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

EXISTING

A RESUBDIVISION OF TWO PARCELS INTO ONE AND LYING IN THE ORIGINAL LONG BEACH SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. SAID PARCELS BEING REFERRED TO AS TAX PARCEL NUMBERS 0612B-03-049.000 AND 0612B-03-050.000

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



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.

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- [illegible]

GPS OBSERVATION
NOTE

DATE OF FIELD WORK: 03/18/2020
TOPCON VR RECEIVER WAS
USED FOR GPS OBSERVATION
UTILIZING THE FARI DIDDLEY, INC.
REAL-TIME NETWORK

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS LOCATED IN THE FIRM ZONE'S 'AE' BASE ELEVATION: 18 AND 'AE' BASE ELEVATION: 19 ACCORDING TO MAP NUMBER 2604700357G, DATED JUNE 15, 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.

REFERENCE MATERIALS

1. HARRISON COUNTY ZONING MAP AND ORDINANCE
 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. DEED BOOK 1693, PAGE 236
 6. DEED BOOK 1495, PAGE 500
 7. DEED 2022 5280 0-11
 8. DEED 2022 5280 0-11

CLIENT: MELIA LADNER
DATE OF FIELD SURVEY: 8/12/2025
DRAWN BY: CAC
JOB NUMBER: 16583.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS

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

NOTES

- 1) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECEIVER.
2) DATA POINTS, COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EXAL DOWNEY, INC. R/C NETWORK, AND ARE BASED ON REF. (2201 MGS).
3) INFORMATION HEREON IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI DUNE CALL SHOULD BE MADE BEFORE ANY DREDGING.
4) 609-272-6477
5) BUILT INTO TRACKER UTILIZING WILSON DETERMINATION AND CONTROL TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
6) THIS IS A CLASS "D" SURVEY.
7) BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION AT 11:55 PM ATTN TO:

A RESUBDIVISION OF TWO PARCELS INTO ONE AND LYING IN THE ORIGINAL LONG BEACH SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. SAID PARCELS BEING REFERRED TO AS TAX PARCEL NUMBERS 0612B-03-049.000 AND 0612B-03-050.000



CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BLOOMINGDALE, MS 39512 PHONE: 228-234-1649

- 4) FIELD SURVEY PERFORMED WITH A TOPCON OR GPS RECEIVER
- 5) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE CARL DUELEY INC. RTK NETWORK AND ARE BASED ON NAD 83 (2011) DATUM
- 6) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DRAGGING
- 7) REV. 23-1-2017
- 8) BUILDING SETBACKS, ELEVATIONS, WATER DETERMINATION AND UT UTILITIES
- 9) PRESCRIBED BY APPROPRIATE GOVERNING BODIES
- 10) THIS IS A CLASS "M" SURVEY.
- 11) BEARINGS SHOWN HEREON ARE DERIVED BY GRID NORTH BY GPS OBSERVATION AND ALL LINES RELATIVE TO

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF TWO PARCELS INTO
ONE AND LYING IN THE ORIGINAL LONG
BEACH SUBDIVISION, CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI. SAID PARCELS BEING
REFERRED TO AS TAX PARCEL NUMBERS
0612B-03-049.000 AND 0612B-03-050.000

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 parcels (0612B-03-049.000 and 0612B-03-050.000) into (one) lot. The subject property is generally described as being located (on south side of East 4th Street and the north side of East 5th Street, Long Beach, MS).

The Case File Number is:

LEGAL DESCRIPTIONS

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

0612B-03-049.000
THAT PROPERTY DESCRIBED IN DEED 2025-15689-D-J1 OF THE LAND RECORDS OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

0612B-03-050.000
THAT PROPERTY DESCRIBED IN DEED 2020-5280-D-J1 OF THE LAND RECORDS OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

LEGAL DESCRIPTION OF THE PROPOSED PARCEL:

A PORTION OF LOTS 1, 10, 11 AND 12, BLOCK 16, ORIGINAL LONG BEACH SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTH MARGIN OF EAST 5TH STREET WHICH IS S69°35'23"W 63' FROM THE SOUTHEAST CORNER OF SAID LOT 12; THENCE ALONG SAID NORTH MARGIN OF EAST 5TH STREET, S69°03'39"W 59.42' TO A 1/2" IRON ROD WITH CAP SET; THENCE N28°21'39"W 100.00' TO A 3/8" IRON ROD FOUND; THENCE N67°48'44"E 10.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE N28°01'35"W 50.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE N28°33'23"W 149.66' TO A 1" IRON ROD FOUND ON THE SOUTH MARGIN OF EAST 4TH STREET; THENCE ALONG SAID SOUTH MARGIN, N69°39'09"E 62.77' TO A 1/2" IRON ROD FOUND; THENCE S28°07'36"E 149.77' TO A 1/2" IRON ROD WITH CAP SET; THENCE N69°18'47"E 61.94' TO A 1" IRON PIPE FOUND; THENCE S27°50'06"E 150.10' TO A 1" IRON PIPE FOUND ON THE NORTH MARGIN OF EAST 5TH STREET; THENCE ALONG SAID NORTH MARGIN, S69°35'23"W 74.45' TO THE POINT OF BEGINNING, CONTAINING 28,854.08 SQUARE FEET OR 0.662 ACRE.

CLIENT: MELITA LADNER
DATE OF FIELD SURVEY: 8/12/2025
DRAWN BY: CAC
JOB NUMBER: 16583.dwg

PREPARED BY:

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

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF OWNERSHIP

I hereby certify that I am the owner 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.


SIGNED BY: MELITA LADNER

8/14/2025
DATE

Subscribed and sworn to before me, in my presence this 14th day of August 2025, a Notary Public in and for the County of Harrison, State of Mississippi.




NOTARY PUBLIC

My Commission Expires: 08/25/2029

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.

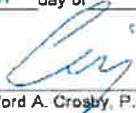
ADMINISTRATOR

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 deed descriptions recorded in Deed 2020-5280-D-J1 and in Deed 2025-16689-D-J1 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 14th day of AUGUST, 2025.




Clifford A. Crosby, P.L.S.

2539
MS P.L.S. NO.

PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the _____ day of _____ 20 _____.

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 _____ 20 _____.

ADOPT

ATTEST

MAYOR

CITY CLERK

PREPARED BY:

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

CLIENT: MELITA LADNER
DATE OF FIELD SURVEY: 8/12/2025
DRAWN BY: CAC
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SHEET 4 OF 4

**MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

From: Brian Atkinson <brian.atkinson@h2oinnovation.com>

Sent: Monday, August 18, 2025 10:46 AM

To: Tina Dahl <tdahl@longbeachms.gov>; David Ball <david@overstreeteng.com>; Tyler Yarbrough <tyler.y@overstreeteng.com>; Susan Bowes <sbowes@longbeachms.gov>; Joe Culpepper <joe.culpepper@h2oinnovation.com>; Jan Berry <jberry@longbeachms.gov>; Michael Glass <mike.glass@h2oinnovation.com>

Subject: Re: Certificate of Resubdivision, 110 East 5th Street & 113 East 4th Street

No action needed by Public Works! Per Steven Smith Water and Sewer Supervisor



overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

August 18, 2025

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

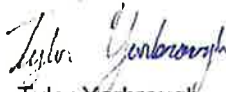
RE: Certificate of Subdivision – Tax Parcel No. 0612B-03-050.000 & 0612B-03-049.000

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land situated and being located in Lots 1, 10, 11, and 12, Block 16, Original Long Beach Subdivision, City of Long Beach, First Judicial District of Harrison County, Mississippi. The submitted subdivision proposes to combine two existing parcels into one new parcel. Proposed Parcel will be nearly 0.66 Acres in size, with approx. 135 feet of street frontage on East 5th Street and approx. 63 feet of street frontage on East 4th Street.

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,


Tyler Yarbrough

TY:539

MINUTES OF AUGUST 28, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

At this time, Vice Chairman DiLorenzo made motion, seconded by Commissioner Baas and unanimously carried to discuss the Planning and Development Commission Opening Statement at the regular scheduled meeting on September 11, 2025, at 5:30 p.m.

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

APPROVED:

Chairman Shawn Barlow

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk