

**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA  
APRIL 14, 2022  
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION  
CITY OF LONG BEACH, MISSISSIPPI  
5:30 O'CLOCK P.M.  
LONG BEACH CITY HALL  
MEETING ROOM  
201 JEFF DAVIS AVENUE**

**I. CALL TO ORDER**

**II. ROLL CALL AND ESTABLISH QUORUM**

**III. PUBLIC HEARINGS**

- 1. Short-Term Rental- 117 Carroll Avenue, Tax Parcel 0612E-02-062.000, Submitted by Camardelle Holdings, LLC (owner) and Beachy Bookings, LLC (property manager).
- 2. Short-Term Rental- 116 Richards Avenue, Tax Parcel 0711M-04-047.000, Submitted by Clairmont Properties (owner) and Tanya Darrow (property manager).
- 3. Short-Term Rental Changes- Zoning Ordinance 598, Section 131: Short-Term Rentals- Residential.
- 4. Medical Cannabis- Zoning Ordinance 598, Section 139: Medical Cannabis.

**IV. ANNOUNCEMENTS**

**V. APPROVE MINUTES**

- 1. March 24, 2022

**VI. UNFINISHED BUSINESS**

**VII. NEW BUSINESS**

- 1. Tree Removal- 0 East Beach Blvd, Tax Parcel 0711N-05-051.000 and 0711N-05-050.000, Submitted by Kevin M. Duddleston.
- 2. Tree Removal- 208 East 2<sup>nd</sup> Street, Tax Parcel 0612B-02-012.000, Submitted by Todd Spataro.
- 3. Sketch Plat Approval- 0 Klondyke Road, Tax Parcel 0611C-01-002.000, Submitted by Castine Pointe, LLC (owner) and Jared Riecke (agent).

**VIII. DEVELOPMENT & RESEARCH**

**IX. ADJOURN**

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

\*\*All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on April 19, 2022.

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

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

\*\*\*\*\*

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**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Be it remembered that four (4) public hearings were heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and begun at 5:30 o'clock p.m., Thursday, the 14th day of April 2022, in said City, and the same being the time, date and place fixed for holding said public hearings.

There were present and in attendance on said Commission and at the Public Hearings the following named persons: Chairman Frank Olaivar, Commissioners Sawyer Walters, William Suthoff, Justin Shaw, Chris Fields, and Marcia Kruse, City Advisor Bill Hessell, Building Official Mike Gundlach, Building Official Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearings were Vice Chairman Shawn Barlow, Commissioners Michael Levens and Jennifer Glenn.

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

\*\*\*\*\*

The first public hearing to consider a Short-Term Rental for property located at 117 Carroll Avenue, Tax Parcel 0612E-02-062.000, submitted by Camardelle Holdings, LLC (owner) and Beachy Bookings, LLC (property manager), as follows:

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**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: 117 Carroll Ave., Long Beach, MS 39560 Tax Parcel #: 06126-02-060-000  
(Location of Short-Term Rental)

**OWNER'S INFORMATION:**  
Property Owner's Name: Carmichael Holdings, LLC  
Property Owner's Address: 714 East 3rd Street, Poplarville, MS 39470  
Property Owner's Mailing Address, if different from above:  
Property Owner's Phone No: 601-550-3013 City: State: Zip:  
Email Address: Bing @ Carmichael Holdings LLC

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

**PROPERTY MANAGER INFORMATION:**  
Property Manager's Name: Beachy Bookings, LLC  
Property Manager's Address (Must be a local contact): 1116 E Pass Rd Gulfport, MS 39507  
City: State: Zip:  
Property Manager's Phone No: 228-229-2275 Email Address: booknow@msbookings.com

**PLEASE PROVIDE THE FOLLOWING:**  
• Mississippi Sales Tax ID's  
• Recorded Warranty Deed  
• Parking Rules & Plan  
• Trash Management Plan  
• Copy of Proposed Rental Agreement  
• Proof of Liability Insurance, which included short term rental coverage  
NA

**ADDITIONAL INFORMATION:**  
• OWNERSHIP: Please provide a recorded warranty deed  
• FEE: \$200, nonrefundable application fee, plus mailing cost. \$100 yearly renewable fee. Checks should be made payable to the City of Long Beach.  
• LICENSE: A Privilege Tax License must be applied and paid for after approval (\$20 yearly fee).  
• 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 (Ord 622) ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

Large Carmichael PRINT NAME: SIGNATURE: DATE: 4/14/22

**BELOW IS FOR OFFICE USE ONLY**

Maximum Occupancy: 10	Maximum Vehicles allowed: 2	Number of bedrooms: 5	Number of people home can accommodate: 10
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I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Fire Inspector Signature: Jimmy David Date: 4-7/2022

COMMENTS:

Date Received: 3-11-22  
Agenda Date: 4-14-22  
Amount Due/Paid: 200.00  
Check #: 343

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THIS INSTRUMENT PREPARED BY:

Richard & Thomas, PLLC  
132 Westover Drive  
Hattiesburg, MS 39402  
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in 3, Carroll Subdivision, Harrison County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:

Richard & Thomas, PLLC  
132 Westover Drive  
Hattiesburg, MS 39402  
(601) 602-2457

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

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 which is hereby acknowledged, the undersigned GRANTORS

ANNETTE FRISBY, a single person  
Address: 6289 Doll Park Rd  
Pass Christian, MS 39571  
Telephone: 228-493-5600

and

CALEB CLIFTON NELSON FRISBY  
Address: 1048 Spencer St  
Allen, TX 75013  
Phone: \_\_\_\_\_

OLIVIA TAYLOR FRISBY  
Address: 1048 Spencer St  
Allen, TX 75013  
Phone: 224-265-1195

do hereby grant, bargain, sell, convey and warrant unto GRANTEE

CAMARDELLE HOLDINGS, L.L.C.,  
a Mississippi limited liability company  
Address: P.O. Box 936  
Poplarville, MS 39470  
Telephone: (601) 550-3013

the following described real property, lying and being situate in Harrison County, Mississippi, described as follows, to-wit:

Lot 3, Carroll Subdivision, Harrison County, Mississippi, as per the map or plat thereof on

File No. 20-10-1152

file in the office of the Chancery Clerk of Harrison County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Grantor(s) and Grantee(s) shall pro-rate county and state ad valorem taxes for 2020.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

The above warranty and this conveyance is made subject to Declaration of Covenants, Conditions, Restrictions and Easements, including any amendments or modifications thereto, recorded in Book 410 at Page 234 and Declaration of Covenants Running with the Land - Hurricane Katrina - Phase II, recorded as Instrument 2008-948D-J1, in the office of the Chancery Clerk of Harrison County, Mississippi.

The Grantors, Caleb Clifton Nelson Frisby and Olivia Taylor Frisby, warrant that the above described real property is not a part of their respective homestead, nor is it adjacent thereto.

WITNESS MY SIGNATURE on this 10<sup>th</sup> day of November, 2020.

*Annette Frisby*  
ANNETTE FRISBY

STATE OF MISSISSIPPI  
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10<sup>th</sup> day of November, A.D., 2020, within my jurisdiction, the within named ANNETTE FRISBY, who acknowledged that she executed the above and foregoing instrument.

My Commission Expires:



*[Signature]*  
NOTARY PUBLIC

File No. 20-10-1152

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WITNESS MY SIGNATURE on this 10<sup>th</sup> day of November, 2020.

*Caleb Clifton Nelson Frisby*  
CALEB CLIFTON NELSON FRISBY

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10<sup>th</sup> day of November, A.D., 2020, within my jurisdiction, the within named **CALEB CLIFTON NELSON FRISBY**, who acknowledged that he executed the above and foregoing instrument.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:



File No. 20-10-1152

WITNESS MY SIGNATURE on this 10<sup>th</sup> day of November, 2020.

*Olivia Taylor Frisby*  
OLIVIA TAYLOR FRISBY

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10<sup>th</sup> day of November, A.D., 2020, within my jurisdiction, the within named **OLIVIA TAYLOR FRISBY**, who acknowledged that she executed the above and foregoing instrument.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:



File No. 20-10-1152

**MINUTES OF APRIL 14, 2022**  
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**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
Beachy Bookings, LLC. Short Term Rental Agreement

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

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

**OCCUPANCY**

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

**CONDITION AND USE OF PROPERTY**

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

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

**DEFAULT**

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

**ASSIGNMENT OR SUBLEASE**

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

**RISK OF LOSS AND INDEMNIFICATION**

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

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

**RELEASE**

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

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**ENTRY AND INSPECTION**

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

**UNAVAILABILITY OF PROPERTY**

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

**ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

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

**GENERAL PROVISIONS**

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

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

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

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

**NO animals are allowed. Guests will be asked to leave immediately with no refund if animals are brought onto the premises.**

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

Must be 21 or older to make a reservation. Parties or large groups need management approval. Port a lets may be required and additional fees are to be paid by renter. Keep the property and all furnishings in good order.

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**PARKING** – Parking is limited to 2 vehicle(s). Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Drivers License # \_\_\_\_\_ State: \_\_\_\_\_

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

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

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

Rental guest registration (Name of all persons staying):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cars: Year, Make, Model, License Plate:

\_\_\_\_\_  
\_\_\_\_\_

Trash: Garbage can to the road on Monday

Move in date: \_\_\_\_\_

Move out date: \_\_\_\_\_

Breakdown of charges:

\$ \_\_\_\_\_ - Rental fee

\$ \_\_\_\_\_ - Cleaning fee

\$ \_\_\_\_\_ - Refundable damage deposit.

Total due: \$ \_\_\_\_\_

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

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

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

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**EVIDENCE OF PROPERTY INSURANCE** OP ID SP

DATE (MM/DD/YYYY)  
03/10/2022

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

<b>AGENCY</b> National Real Estate Insurance Group, LLC 11500 N Ambassador Dr, Ste 310 Kansas City, MO 64153	<b>PHONE</b> (A/C, No. Ext): (888) 741-8454	<b>COMPANY</b>  American National Lloyds Insurance Company
<b>FAX</b> (A/C, No.): (913) 894-6534	<b>E-MAIL ADDRESS:</b> service@nreig.com	
<b>CODE:</b>	<b>SUB CODE:</b>	
<b>AGENCY CUSTOMER ID #:</b>		
<b>INSURED</b> Camardelle Holdings LLC  74 Let Jesus Dr Poplarville, MS 39470	<b>LOAN NUMBER</b>	<b>POLICY NUMBER</b> OSCESIN33
<b>ACCOUNT NUMBER:</b> SHIELD81995-00	<b>EFFECTIVE DATE</b> 05/11/2021	<b>EXPIRATION DATE</b> 05/11/2022
	<input checked="" type="checkbox"/> <b>CONTINUED UNTIL TERMINATED IF CHECKED</b>	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>		

**PROPERTY INFORMATION**

**LOCATION/DESCRIPTION**  
Location No: 1 Building No: 1  
117 Carroll Ave,  
Long Beach, MS 39560  
  
Investment Property

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

**COVERAGE INFORMATION**

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building		
Vandalism/Malicious Mischief	\$330,000	\$2,500
Wind/Hail/Named Windstorm	\$30,000	\$5,000
Basic Form Coverage	\$330,000	2% of the Total Insured Value, subject to the AOP as a min
Replacement Cost Value		

**REMARKS (Including Special Conditions)**

ANNUAL LOCATION COST : \$2,084.64

\*This is a monthly reporting form policy. This location will be added to your inventory report. If you do not close or if your closing is delayed, please notify us immediately so you are not billed for this property. \*\*Cost is inclusive of premium, taxes, dues and any other applicable fees. Group policy issued to Connected Investors Real Estate Insurance Services, LLC, 5550 Wild Rose Lane #400, West Des Moines, IA 50265

**CANCELLATION**

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

**ADDITIONAL INTEREST**

<b>NAME AND ADDRESS</b> Louis McAnespy and Henry McAnespy Revocable Living Trust  150 W Shirley Rd  Port Sulphur LA 70083	<input checked="" type="checkbox"/> <b>MORTGAGEE</b>	<input type="checkbox"/> <b>ADDITIONAL INSURED</b>
	<input type="checkbox"/> <b>LOSS PAYEE</b>	<input type="checkbox"/> <b>LENDER'S LOSS PAYEE</b>
<b>LOAN #</b> N/A		
<b>AUTHORIZED REPRESENTATIVE</b>  		

ACORD 27 (2009/12)

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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
03/10/2022

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

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

<b>PRODUCER</b> National Real Estate Insurance Group, LLC 11500 N Ambassador Dr, Ste 310 Kansas City, MO 64153		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 741-8454 E-MAIL ADDRESS: service@nreig.com FAX (A/C, No): (913) 894-6534	
<b>INSURED</b> Camardelle Holdings LLC 74 Let Jesus Dr Poplarville, MS 39470 ACCOUNT NUMBER: SHIRL081995-00		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: American National Lloyds Insurance Company	NAIC #
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER			05CRS1833	05/11/2021	05/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 2,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Location No: 1  
 117 Carroll Ave,  
 Long Beach MS 39560

<b>CERTIFICATE HOLDER</b> Louis McAnespy and Henry McAnespy Revocable Living Trust 150 W Shirley Rd Port Sulphur LA 70083	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

ACORD 25 (2014/01)

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The Clerk reported that twenty-seven (27) notices of public hearing were sent by regular mail to property owners within two hundred feet (200') 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:

**MINUTES OF APRIL 14, 2022**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
 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 Commission for the City of Long Beach will hold a public hearing for the purpose of considering a **Short-Term Rental**.

Camardelle Holdings, I.L.C. 74 Lat Jesus Drive, Poplarville, MS, 39470, 601-550-3013 (owner) and Beachy Bookings, I.L.C. 416 East Pass Road, Gulfport, MS, 39507, 228-229-2275 (property manager), have filed an application for a short-term rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Section 131: Short-Term Rentals-Residential (Ordinance 622). The location of the requested short-term rental is 117 Carroll Avenue, Tax Parcel 0612E-02-062.000. Legal description is as follows:

LOT 3 CARROLL SUBD

A public hearing to consider the above short-term rental will be held in the City of Long Beach, Mississippi 39560, Thursday, April 14, 2022, 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 Commission

201 Jeff Davis • PO Box 929 • Long Beach, MS 39560 • 863-1554 • FAX 863-1558

<b>AVERY</b> 5160	Easy Peel Address Labels Remove backing to expose Post-it Edge	Go to <a href="http://avery.com/template">avery.com/template</a> Use Avery template 5
Stalnakar Lynn 115 Carroll Avenue Long Beach, MS 39560	Lipe Stephanie R 113 Carroll Avenue Long Beach, MS 39560	Daye Ashley P 111 Carroll Avenue Long Beach, MS 39560
Hatch Ronda F 119 Carroll Avenue Long Beach, MS 39560	Baas Mary L 121 Carroll Avenue Long Beach, MS 39560	Thomas Valerie Ann 20826 Mennonite Road Gulfport, MS 39503
Kuhn Anthony S Sr and Kathy Essner 126 Oak Gardens Avenue Long Beach, MS 39560	Glenn William K 124 Oak Gardens Avenue Long Beach, MS 39560	Gulf Coast Rental Homes Inc. 3505 Kites Avenue Pearl, MS 39208
Rafferty Donald 104 Hursey Avenue Pass Christian, MS 39571	Ward Sheila 118 Oak Gardens Avenue Long Beach, MS 39560	Tomeny Philip J 119 Oak Gardens Avenue Long Beach, MS 39560
Chico Frank and Loretta 99 Maple Street Lexington, TN 38351	Sharpe Christopher Robert 123 Oak Gardens Avenue Long Beach, MS 39560	Pendzimaz Robert 4504 Alphonse Drive Metairie, LA 70006
Maas Carly Jean 129 Oak Gardens Avenue Long Beach, MS 39560	Harrison Keith Daniel 201 Oak Gardens Avenue Long Beach, MS 39560	Whitesides Samara Bowes -L/E- 801 Magnolia Street Long Beach, MS 39560
Taylor Laura and McNeil Megan 803 Magnolia Street Long Beach, MS 39560	Pierce Timothy L and Tina M 805 Magnolia Street Long Beach, MS 39560	Strahan Lori and Christopher Lance 804 Magnolia Street Long Beach, MS 39560
Lanoue mark A and K Lisa Ladner 3150 Birch Place Springdale, AR 72762	Hester Patsy Edwards Living Trust 613 Briarwood Drive Long Beach, MS 39560	Brandau Jack H and Nancy P PO Box 1073 Long Beach, MS 39560
Pflepsen Brandy and Levi 110 Carroll Avenue Long Beach, MS 39560	Hendon Cynthia S 107 Olson Avenue Long Beach, MS 39560	Wilson Ronald T and Sherry J 806 Magnolia Street Long Beach, MS 39560

MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, TINA M DAILL, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development 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 and Development Commission.
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within two hundred (200') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach and other matters pertaining to such public hearings and the business of the Planning and Development Commission in and for the City of Long Beach.
3. That on March 21, 2022, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to twenty-seven (27) property owners within 200' of 117 Carroll Avenue, Tax Parcel 0612E-02-062.000, notifying them that a public meeting will be held, April 14, 2022, to consider an application for a Short-Term Rental filed by Camardelle Holdings, LLC (owner) and Beachy Bookings, LLC (property manager).

Given under my hand this the 21st of March 2022.

*Stacey Daill*  
STACEY DAILL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 21st day of March 2022.

*Kini Gonsoulin*  
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, HUNTER 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 to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

Vol. XXI No. 13 dated 25 day of March, 2022  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

*Hunter Dawkins*  
Publisher

Sworn to and subscribed before me this 28 day of March, A.D. 2022

*R. Brown*  
Notary Public

**MINUTES OF APRIL 14, 2022**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Commission Chairman Frank Olaiivar asked for anyone speaking in favor or opposition of the request and the following came forward:

- Ken Worley, 115 Carroll Avenue, spoke with concerns with parking and who to call if there is a problem with the renters.

Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried to close the public hearing.

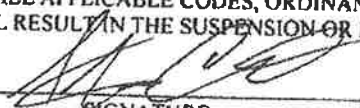


After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Shaw and unanimously carried recommending to approve the Short-Term Rental in accordance with Ordinance 622, as submitted.

\*\*\*\*\*

The second public hearing to consider a Short-Term Rental for property located at 116 Richards Avenue, Tax Parcel 0711M-04-047.000, submitted by Clairmont Properties (owner) and Tanya Darrow (property manager), as follows:



MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI											
APPLICATION FOR SHORT-TERM RENTAL											
<b>PHYSICAL ADDRESS:</b> 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	<b>PHONE:</b> (228) 863-1554 <b>FAX:</b> (228) 863-1558	<b>MAILING ADDRESS:</b> POST OFFICE BOX 929 LONG BEACH, MS 39560									
<b>PROPERTY INFORMATION:</b>											
ADDRESS: <u>116 Richards Ave</u>		Tax Parcel # <u>0211M-04-047.0</u>									
(Location of Short-Term Rental)											
<b>OWNER'S INFORMATION:</b>											
Property Owner's Name: <u>Clairmont Properties</u>											
Property Owner's Address: <u>452 Front Street Laurel, Ms 39440</u>											
Property Owner's Mailing Address, if different from above:											
City State Zip											
Property Owner's Phone No: <u>601-433-9122</u>		Email Address: <u>Stephen@clairmontandco.com</u>									
Is there a homeowner's association for the neighborhood? <u>No</u> If so, please provide written statement of support of short term rental?											
<b>PROPERTY MANAGER INFORMATION:</b>											
Property Manager's Name: <u>Tanya Darrow</u>											
Property Manager's Address: (Must be a local contact)											
<u>416 East Pass Road</u>		<u>Gulfport</u> <u>MS</u> <u>39507</u> City State Zip									
Property Manager's Phone No.: <u>228-229-2275</u>		Email Address: <u>tanya@beachyrealty.com</u>									
<b>PLEASE PROVIDE THE FOLLOWING:</b>											
<ul style="list-style-type: none"> <li>• Mississippi Sales Tax ID # _____</li> <li>• Recorded Warranty Deed</li> <li>• Parking Rules &amp; Plan</li> <li>• Trash Management Plan</li> <li>• Copy of Proposed Rental Agreement</li> <li>• Proof of Liability Insurance, which included short term rental coverage</li> </ul>											
<b>ADDITIONAL INFORMATION:</b>											
<ul style="list-style-type: none"> <li>• OWNERSHIP: Please provide a recorded warranty deed</li> <li>• FEES: \$200, nonrefundable application fee, plus mailing cost. \$100, yearly renewable fee. Checks should be made payable to the City of Long Beach.</li> <li>• LICENSE: A Privilege Tax License must be applied and paid for after approval (\$20/yearly fee).</li> <li>• INCOMPLETE APPLICATIONS will not be processed.</li> </ul>											
<b>AFFIDAVIT</b>											
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT TERM RENTALS (Ord 622), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.											
Stephen Clairmont		<u>2-25-22</u>									
PRINT NAME	SIGNATURE	DATE									
BELOW IS FOR OFFICE USE ONLY											
Maximum Occupancy: <u>8</u>	Maximum Vehicles allowed: <u>3</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>8</u>								
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.											
Building Official Signature: 		Date: _____									
Fire Inspector Signature: 		Date: <u>4/7/2022</u>									
COMMENTS: _____											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Date Received: <u>3-10-22</u></td> <td>_____</td> </tr> <tr> <td>Agenda Date: <u>4-14-22</u></td> <td>_____</td> </tr> <tr> <td>Amount Due/Paid: <u>20.00</u></td> <td>_____</td> </tr> <tr> <td>Check #: <u>342</u></td> <td>_____</td> </tr> </table>				Date Received: <u>3-10-22</u>	_____	Agenda Date: <u>4-14-22</u>	_____	Amount Due/Paid: <u>20.00</u>	_____	Check #: <u>342</u>	_____
Date Received: <u>3-10-22</u>	_____										
Agenda Date: <u>4-14-22</u>	_____										
Amount Due/Paid: <u>20.00</u>	_____										
Check #: <u>342</u>	_____										





**MINUTES OF APRIL 14, 2022**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
*Beachy Bookings, LLC. Short Term Rental Agreement*

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

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

**OCCUPANCY**

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

**CONDITION AND USE OF PROPERTY**

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

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

**DEFAULT**

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

**ASSIGNMENT OR SUBLEASE**

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

**RISK OF LOSS AND INDEMNIFICATION**

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

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

**RELEASE**

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

**MINUTES OF APRIL 14, 2022  
REGULAR MEETING**

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**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**ENTRY AND INSPECTION**

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

**UNAVAILABILITY OF PROPERTY**

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

**ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

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

**GENERAL PROVISIONS**

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

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

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


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

**NO animals are allowed. Guests will be asked to leave immediately with no refund if animals are brought onto the premises.**

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

Must be 21 or older to make a reservation. Parties or large groups need management approval. Port a lets may be required and additional fees are to be paid by renter. Keep the property and all furnishings in good order.

**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

 **PARKING** – Parking is limited to 2 vehicle(s). Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

**MINUTES OF APRIL 14, 2022  
REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

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

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

Drivers License # \_\_\_\_\_ State: \_\_\_\_\_

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

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

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

Rental guest registration (Name of all persons staying):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cars: Year, Make, Model, License Plate:

\_\_\_\_\_

Trash: Garbage can to the road on Monday

Move in date: \_\_\_\_\_

Move out date: \_\_\_\_\_

Breakdown of charges:

\$ \_\_\_\_\_ - Rental fee

\$ \_\_\_\_\_ - Cleaning fee

\$ \_\_\_\_\_ - Refundable damage deposit.

Total due: \$ \_\_\_\_\_

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

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

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

**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)  
01/31/2022

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

AGENCY Beacon Insurance Services, Inc. 1009 Howard Avenue Biloxi, MS 39530	PHONE (A/C, No, Ext): (228)374-0067	COMPANY Evanston Insurance Company 325 W. Main Street 2400 Waterfront Plaza Louisville, KY 40202
FAX (A/C, No): (228)374-0068	E-MAIL ADDRESS: jackie@beaconins.biz	
AGENCY CUSTOMER ID #: 00027536		
INSURED Stephen Clairmont  452 Front Street Laurel, MS 39440	LOAN NUMBER	POLICY NUMBER B00027536
	EFFECTIVE DATE 02/04/2022	EXPIRATION DATE
		CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
Dwelling located at  
116 Richards Avenue  
Long Beach, MS 39560

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

**COVERAGE INFORMATION**

PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Dwelling				334,000	5,000
Dwelling Replacement				Yes	Wind - 5%
Other Structures				0	
Personal Property				10,000	
Contents Replacement				Yes	
Loss of Use				15,000	
Liability				500,000	
Medical				1,000	
Mold Coverage				5,000	

**REMARKS (Including Special Conditions)**

THE ANNUAL PREMIUM IS \$3083.44. PLEASE MAKE CHECK PAYABLE AND OVERNIGHT PAYMENT TO BEACON INSURANCE SERVICES, 1009 HOWARD AVENUE, BILOXI, MS 39530.

**CANCELLATION**

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

**ADDITIONAL INTEREST**

NAME AND ADDRESS  BPL Mortgage Trust LLC ISAOA/ATIMA C/O FAY SERVICING PO BOX 29976 Phoenix, AZ 85038-9976	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	<input checked="" type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> Payor	<input type="checkbox"/>
	LOAN #		
	AUTHORIZED REPRESENTATIVE		
	<i>Jacquie Rushing</i>	JAR	

ACORD 27 (2016/03)

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Printed by JAR on January 31, 2022 at 04:08PM

The Clerk reported that twenty-nine (29) notices of public hearing were sent by regular mail to property owners within two hundred feet (200') 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:

**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
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 Commission for the City of Long Beach will hold a public hearing for the purpose of considering a **Short-Term Rental**.

Claimant Properties: 452 Front Street, Laurel, MS, 39440, 601-433-9122 (owner) and Tanya Darrow, 416 East Pass Road, Gulfport, MS, 39507, 228-229-2275 (property manager), have filed an application for a short-term rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Section 131: Short-Term Rentals-Residential (Ordinance 622). The location of the requested short-term rental is 116 Richards Avenue, Tax Parcel 0711M-04-047.000. Legal description is as follows:

LOTS 7 & 8 & S 10 FT OF LOT 6 BLK 2 RICHARDS SUB

A public hearing to consider the above short-term rental will be held in the City of Long Beach, Mississippi 39560, Thursday, April 14, 2022, 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 Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • 863-1554 • FAX 863-1558

<b>AVERY</b> 5160	City, Year, Address, Latitude Read Along Top of the Inside Pop-Up Edge	City, Year, Address, Latitude Read Along Top of the Inside Pop-Up Edge
Kimble Gerald D Jr and Dawn Denny 100 Shannon Drive Long Beach, MS 39560	Masino Leonard R 102 Richards Avenue Long Beach, MS 39560	Sadler Rita G 101 Shannon Drive Long Beach, MS 39560
Gonzales Rafael J Sr and Mary B 102 Shannon Court Long Beach, MS 39560	Garlock Milton J and Rebecca 115 Fairway Drive Daphne, AL 36526	Gremillion Shawn D and Padgett John A 104 Shannon Drive Long Beach, MS 39560
Cotton Bruce Edward 713 Shannon Drive Long Beach, MS 39560	Collins Faye J -L/E- 123 East Azalea Drive Long Beach, MS 39560	Outstalet Lance R 119 East Azalea Drive Long Beach, MS 39560
Doucet Richard A and Jane Anne 117 east Azalea Drive Long Beach, MS 39560	Burton Richard C 121 English Village Drive Long Beach, MS 39560	Roberts Jacqueline Ann 105 Shannon Court Long Beach, MS 39560
Cross Susan M PO Box 252 Long Beach, MS 39560	Faler Bob PO Box 1058 Collins, MS 39428	Jones Preston Colin 108 Shannon Drive Long Beach, MS 39560
Fellon Theresa C -EST- 122 Richards Avenue Long Beach, MS 39560	Quattliebbaum Tommy P PO Box 791 Long Beach, MS 39560	Leblanc Frances X Carrubba 125 Richards Avenue Long Beach, MS 39560
Hart Stephen R 115 Richards Avenue Long Beach, MS 39560	Wesselmann Living Trust The 305 North Bernard Street Mascoutah, IL 62258	Garner Sofan D -L/E- 111 Richards Avenue Long Beach, MS 39560
Skaggs William C and Deborah A 101 Richards Avenue Long Beach, MS 39560	Peterson Dixie 100 South Wright Avenue Long Beach, MS 39560	Smith MaryAlyce -L/E- 102 South Wright Avenue Long Beach, MS 39560
Matthew Ken L and Leone W 104 South Wright Avenue Long Beach, MS 39560	North William H III 106 South Wright Avenue Long Beach, MS 39560	Seavey John J and Jacqueline T 108 South Wright Avenue Long Beach, MS 39560
Kenney Daniel P and Susan D 110 South Wright Avenue Long Beach, MS 39560	Ruby Gregory H and Debbie L 112 South Wright Avenue Long Beach, MS 39560	





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**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

- Stephanie May, 139 Richards Avenue, spoke with concerns regarding parking and noise from short-term renters.
- Milton Leblanc, 125 Richards Avenue, spoke in opposition stating the property has already been rented out 3 times before city approval. He then stated that Richards Avenue is a quiet street and he is not happy to have different neighbors every week. He stated there is a new structure built on the property line without a building permit and without following city setback requirements.

Received by mail:

March 29, 2022

City of Long Beach Planning Commission  
201 Jeff Davis  
Long Beach, MS 39560

Dear Chairman,

We are submitting this letter in response to your Notice of Public Hearing scheduled for Thursday, April 14, 2022. The hearing is to consider an application for a short-term rental located at 116 Richards Avenue in Long Beach. Since we are currently living in Illinois, we are unable to attend the hearing in person.

We purchased land at 113 Richards Avenue and started construction of our new home a few weeks ago. We will permanently relocate to that residence upon completion of construction. Many months of research determined that the area of our new home presented all our needs and desires to make the long move to our forever destination. Our hope for new friendships and a safe, trusting neighborhood is becoming a reality. We are not in favor of the property at 116 Richards Avenue, which is across the street from us being a short-term rental property.

Please accept this written response in your consideration of your decision prior to allowing the location of 116 Richards Avenue to operate as a short-term rental property.

Thank you,

*Danette Wesselmann*  
*Michael G. Wesselmann*

Danette and Michael Wesselmann  
305 North Bernard Street  
Mascoutah, IL 62258



**MINUTES OF APRIL 14, 2022  
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Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried to close the Public Hearing.

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried recommending to deny the Short-Term Rental, as submitted.

\*\*\*\*\*

The third public hearing to consider Short-Term Rental Changes, Zoning Ordinance 598, Section 131: Short-Term Rentals-Residential, as follows:

**MINUTES OF APRIL 14, 2022  
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**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**Section 131: Short Term Rentals-Residential**

(a) Definition

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section:

- (1) **Short Term Rental:** Short Term Rental means any dwelling or condominium or portion thereof that is available for use or is used for accommodations or lodging of guests, paying a fee or the compensation for a period of less than thirty (30) consecutive days. For the purpose of House Bill No. 1836 (1998) regarding a tax levy on lodging rentals, short-term rental "means any establishment engaged in the business of furnishing or providing rooms intended or designed for dwelling, lodging or sleeping purposes to transient guests and which are known in the trade as such". The term "Short-Term Rental does not include any hospital, convalescent or nursing home, shell houses, group homes, or sanitarium or any facility associated with a hospital providing rooms for medical patients and their families. The term "Short Term rental" shall also not include mobile homes, manufactured homes, group homes, travel trailers, tents, recreational vehicles, campers or other similar vehicles or structures nor does the term include a bed and breakfast permitted by City ordinances .
- (2) **Local Property Manager:** The person specifically named on the application and permits who is responsible for the day-to-day operation of the short term rental unit, and who may be contacted and available twenty-four (24) hours a day if there is a problem with the unit. The local property manager may be the owner or agent of the owner. The local property manager and owner shall be responsible for the management and upkeep of the rental unit in compliance with the provisions set forth herein. The name, address and telephone number of the owner and the local property manager shall be submitted at the time that the application is filed and said information shall be made available to the public. The owner shall be responsible for providing written notice of any change with respect to the name, address and telephone number of the local property manager to the City within five (5) days of any such change.

(b) Permit Required

It Is Unlawful To Conduct Or Operate A Short-Term Rental Without Having Obtained A Permit. Therefore:

- (1) A short-term rental permit and occupancy tax registration is required for each short-term rental unit.
- (2) The Planning Commission must review all permit requirements and grant Planning Commission Approval prior to a permit being issued.
- (3) The permit process requires an application completed in accordance with the following, which may be obtained at the City Building Department.
  - (A) Application shall contain such information as the Building Official shall from time to time require, including, but not limited to , the location/address of the short term rental, number of rooms therein contained, the number of persons the short term rental proposes to accommodate , the name of the property owner, the name of the local property manager, sales tax collection, and the name, address and telephone number of the local contact person who is available for contact, copy of the rental agreement, proposed parking plan (reviewed and determined upon signing and inspection by Building Official rules, and a plan for trash management, and a copy of the proposed rental agreement.
  - (B) It shall be the duty of the applicant to notify the City Building Department of any Homeowners Association, which may have jurisdiction over the applicant's property. It

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shall be the further duty of the applicant to notify the affected Homeowner's Association of the application process and to provide the City Building Department with a written statement of support from the Homeowner's Association which approves the request of the applicant for use of the owner's property as a short term rental. Failure to notify the City Building Department of the existence of a Homeowner's Association shall result in the suspension or revocation of the permit.

- (C) It shall be the duty of the applicant to produce proof to the City Building Department of homeowner's liability insurance coverage, which does not exclude short-term rentals from coverage. Further, the applicant shall provide proof that the insurer has been notified of the insured's intent to use the property as a short-term rental.
  - (D) It shall be the duty of the applicant to produce proof of any mortgage or deed of trust, which may encumber the property and submit proof that the mortgage or deed of trust does not prohibit the use of the property as a short-term rental.
  - (E) The application shall include a statement from the applicant affirming that the applicant is in compliance with all applicable zoning requirements, building codes, deed restrictions and/or covenants, and has paid all applicable taxes, fees and other charges.
  - (F) The applicant shall execute a written statement acknowledging that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.
  - (G) A non-refundable application fee of two hundred fifty dollars (\$250.00), plus mailing costs or the most recent fee established by the Board of Alderman shall be paid by the applicant at the time of filing the application. Said application fee is to offset the costs associated with the processing of the application.
  - (H) Upon the filing of an application in accordance with Subsections B (2), the Planning Commission shall consider the application for approval.
    - (1) Copy of the application shall be available at City Hall;
  - (I) The Planning Commission shall approve or disapprove the application and send its decision, along with the reason for its decision, to the Board of Aldermen.
  - (J) Any party aggrieved by the decision of Planning Commission may appeal the decision to the Board of Aldermen within ten (10) days from the time of the decision. Any aggrieved party shall file a written notice of appeal with the City Clerk. The City shall hold a hearing to hear the appeal as set forth in the code.
  - (K) In the event no appeal is filed, the decision of the Planning Commission shall be final and the permit shall be issued or denied based upon such after approval by the Mayor and Board of Aldermen. If an appeal is filed, the Board of Aldermen shall consider the appeal and render its decision with respect to the issuance or denial of the permit, setting forth its reasons for such.
- (4) The short-term rental unit is in accordance with all applicable fire and health codes as would apply if the unit was located within a commercial zone and designated as a commercial venture therein.
  - (5) Each short-term rental permit shall expire one (1) year from the date of issuance of the permit. If permit is not renewed by the expiration date on the permit, said permit shall be declared terminated. A grace period of 30 days from the termination date shall be allowed with a penalty of \$250.00. Any failure to renew the permit prior to the expiration date of the grace period shall require the applicant to apply for a new permit in accordance with this Section.
  - (6) Upon approval of a short-term rental permit, the annual permit fee shall be five hundred (\$500) dollars or an amount designated by the Board of Aldermen, payable through the City Building Department.

Permit renewal process will include staff review of City records and other documentation pertaining to complaints, if any, that have been received about the specific short-term rental unit under consideration. Filed complaints that are in violation of the zoning codes, building codes, property maintenance, codes and/or applicable laws or regulations will be considered

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

as part of the renewal process. Applicable local, State and Federal laws or regulations may be a basis for denying a permit renewal. If permit renewal is denied, the City Building Department shall provide notice as to the reason for denial and the landowner shall be allowed ten (10) days to correct any deficiencies itemized. At the expiration of ten (10) days, a landowner may appeal the denial of permit renewal to the Board of Aldermen. The appeal must be in writing and must be filed within ten (10) days following the expiration of the ten (10) day period within which to file correct deficiencies.

- (7) Approval of short-term permit does not legalize any non-permitted use or structure. Short-term rental units are not to be used to distribute retail products or personal services to invitees for marketing or similar purposes. The outdoor display of goods and merchandise for sale is prohibited.
- (8) Short-term rental permits are not transferable. Upon sale or any type of transfer of the property, any permit issued pursuant to the terms set forth herein, shall automatically expire. Any new owner(s) or transferee(s) shall be required to apply for a new permit in accordance with this article, except no hearing is required, only planning commission approval. The new permit shall be for a period of one year from date approved.
- (9) Any structure or unit that is deed restricted for affordable housing shall not be used as a short-term rental.

(c) Occupancy

The maximum occupancy of each short-term rental shall be as determined by the Building Official and/or Fire Marshall based on the inspection of the premises and applicable laws, regulations and codes. Each permit shall specify the maximum number of occupants, which may be limited due to building or parking constraints.

(d) Number of Vehicles

The maximum number of vehicles will be determined upon site inspection by the Building Department and should be compatible with the zoning. This number will be based on off street parking availability and on-street conditions. It will be preferred that the applicant/owner provide off-street parking. In certain circumstances where no off-street parking exists and on-street constraints exist, the Building Official may require that an off street parking space to be constructed or secured.

(e) Registry of Guests

Each person granted a short-term rental permit shall keep or cause to be kept a registry of guests. Such registration or list shall be available for inspection upon ten (10) days written notice by the Building Official or his designee.

(f) Noise

Property owners and local property managers shall insure that the occupants of the short-term rental are aware of City noise ordinances and State laws regarding disturbing the peace.

(g) Premises and Garbage Management

It shall be the duty of every local property manager and/or owner to keep all of the rooms in connection with the short term rental provided for the use of guests, in clean and sanitary condition; and to provide each guest with affective protection against flies mosquitoes and other vermin. Garbage shall be disposed of in covered containers and placed in the scheduled pick-up location.

(h) Posting of Rules

Short-term rental unit rules shall be posted inside the rental unit in a location readily visible to all tenants. The rules shall include: occupancy; parking limits; noise, rules and garbage management. A written copy of this Ordinance shall be posted within the unit and displayed at all times.

**MINUTES OF APRIL 14, 2022  
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(i) Local Contact Person

All short-term rentals shall designate a local property manager who will respond to the questions or concerns of the City twenty-four (24) hours a day. The name, address and telephone number of the local contact person shall be submitted to the Planning Department, Building Department and City Police Department during the permitting process. The name, address and telephone number of the local contact person shall be posted permanently inside the short-term rental unit. The local contact person, property manager and/or property owner shall be considered the responsible person for violations of the Short Term Rental Ordinance.

(j) Complaints and Dispute Resolutions

Complaints regarding violation of this Ordinance must first be directed to the local contact person. If the local contact person is unable to resolve the issue and/or the issue relates to public safety, then the concerned party should contact the Building Department. The Long Beach Police Department shall have an updated list provided by the Building Department of all local contact persons for short-term rentals in case complaints are received after hours. Verified complaints concerning non-compliance with the terms of this Ordinance may be considered in determining whether or not a permit should be revoked.

(k) Denial or Revocation of a License

Conditions for denial of permit or revocation of permit to operate a Short Term Rental unit shall include but in no way limited to the following:

- (1) Property within a subdivision with an active homeowner's association with adopted covenants that do not allow short-term rentals will not be considered for a permit. A letter of acknowledgment and support will be required from the Homeowner's Association in order to continue in the pursuit of a permit. Failure of the applicant to notify the City that his/her property is a part of a Homeowner's Association shall result in denial of a permit or revocation of a permit.
- (2) The applicant failed to conform to the conditions set forth herein for the current or previous year.
- (3) Guests and/or users of the property were issued noise ordinance and/or disturbing the peace citations during the previous or current year.
- (4) Any other reasonable or rational factors or combination of factors, including, but not limited to inadequate lot size, inadequate street parking, lack of response from local property manager or contact person, filed complaints of violation of the zoning code, building code, property maintenance code and/or applicable laws or regulations (may be a basis for denying permit).
- (5) The Building Official is authorized to revoke permits. A permitted owner shall be provided with written notice of the reason(s) the permit is subject to revocation. The applicant shall be allowed ten (10) days from the date written notice is issued to correct defective conditions. If the condition is not corrected within ten (10) days to the satisfaction of the Building Official, permit shall be revoked by issuing such order. Upon receipt of such order by the owner or local property manager, the unit shall cease operation as a short-term rental. The owner may appeal the order revoking the permit. The owner's appeal must be in writing and filed with the Building Department within ten (10) days of entry of the order. The revocation shall remain in full force and effect during the pendency of the appeal. The appeal should be presented to the Mayor and Board of Aldermen at the next scheduled meeting following the filing of the appeal. The owner should be afforded notice and the opportunity to be heard.

(l) Violations

Any persons or users who allow such use of a residential property in violation of this Ordinance shall be guilty of a misdemeanor.

For purposes of prosecution of violations of this chapter, each day that any violation occurs (*rental without a permit*) is deemed to constitute a separate violation.

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

(m) Constitutionality

Should any portion, provision or section of this Ordinance be held void, unconstitutional or invalid, the remaining portion of the ordinance shall remain in full force and effect?

(n) Conflicts

It is hereby provided that the provisions of these regulations shall not be construed as being in conflict with the provisions of any of the regulations of Long Beach, Mississippi. In any case where the provisions in these regulations and the provisions of other regulations both apply, the provisions of this Ordinance shall govern for the purpose of short-term rentals of residential dwellings or condominiums.

(o) Review

The City shall review the Ordinance annually to evaluate the benefits recognized by the use of Short Term Rentals, as well as, any adverse impact the use of Short Term Rentals may have.

The Clerk reported that notices were 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 zoning text change.

Long Beach Planning and Development Commission has filed an application for change in the zoning text in accordance with the Comprehensive Long Beach Unified Land Ordinance. The city proposes to amend said ordinance by adding the following section.

**Section 131: Short-Term Rentals- Residential**

Short Term Rental means any dwelling or condominium or portion thereof that is available for use or is used for accommodations or lodging of guests, paying a fee or the compensation for a period of less than thirty (30) days.

The full text of Section 131 will be available for review and copies available at the Long Beach Planning Office until 5:00 p.m. the day of the public hearing.

The purpose of this proposed change is to promote uniformed development and encourage public safety, thereby enhancing the quality of life for all Long Beach residents. A public hearing to consider the above zoning text change will be held in the City of Long Beach, Mississippi, 39560, Thursday, April 14, 2022, at 5:30 p.m., in the Long Beach City Hall located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions or concerning the petition.

/s/ signed  
Chairman  
Planning and Development Commission

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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, HUNTER 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 to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

Vol. 2021 No. 12 dated 25 day of March, 2022

1. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

2. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

3. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

4. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

5. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

6. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_


7. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

8. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I am further states on oath that said newspaper has been established and published continuously in \_\_\_\_\_ county for period of more than twelve months or to the first publication of said notice.

Subscribed and sworn to and subscribed before me this 28 day of March, A.D. 2022

*[Signature]*  
Notary Public



Commission Chairman Frank Olaivar asked for anyone speaking in favor or opposition of the request and the following came forward:

- Milton Leblanc, 125 Richards Avenue, spoke in opposition to the changes of the ordinance. He stated he does not believe the public hearing and public notices should be removed from the process.

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

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried recommending to approve the changes as submitted.

\*\*\*\*\*

The fourth public hearing to consider Medical Cannabis, Zoning Ordinance 598, Section 139: Medical Cannabis, as follows:



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Add:

**Section 139: Medical Cannabis**

1. General Requirements

- (a) For the purpose of this Section, medical cannabis shall include, but not limited to, all cannabis uses permitted in Senate Bill 2095.
- (b) For the purpose of this Section, all definitions of words related to cannabis use shall be as described in Senate Bill 2095.
- (c) An approved City of Long Beach, Mississippi business license is required to operate.
- (d) Any business duly licensed by the State of Mississippi to conduct legal use marijuana operations, as defined by state law, may operate within the appropriate zoning district so long as: (i) the entity maintains its State license in good standing; (ii) the entity maintains a Long Beach business license in good standing; and (iii) the entity otherwise remains in full compliance with the laws and regulations established by the State and the City of Long Beach.
- (e) No Long Beach business license to operate with the city shall be granted or renewed with evidence as may be required by the City Clerk's office to determine that the entity maintains all valid State licenses and approvals and said licenses remain in good standing.
- (f) All license fees associated with cannabis shall be set by the Long Beach Board of Aldermen.

2. Basic Site Requirements

- (a) All cannabis establishments shall meet or exceed the minimum distance requirements from a school, church or child care facility as set forth in Senate Bill 2095.
- (b) Location of and approval process of a cannabis dispensary, cultivation facility or processing facility shall be as designated in the Chart of Uses.
- (c) No legal cannabis use shall be operated as a home occupation in the City.
- (d) There shall be no on-site sales of alcohol or tobacco products and no on-site consumption of food, alcohol, tobacco or cannabis by patrons.
- (e) Hours of public operation shall be limited to 8:00 a.m. through 9:00 p.m. daily. No licensed business shall be open to the public during any other hours.
- (f) No person under the age of 18 shall be permitted on premise unless authorized by State or Local authority.
- (g) No signage shall display text and/or images intended to promote excessive consumption of legal cannabis products.
- (h) Signage shall comply with the sign requirements of the Long Beach Comprehensive Ordinance.

3. Cannabis Dispensary

- (a) No dispensary shall display any medical cannabis paraphernalia that may be used to administer cannabis in the public areas of the premises for general public sales. Sales for qualified patients shall be allowed.
- (b) The dispensary shall not provide other nonmedical cannabis health services or products as part of operation.
- (c) There shall be no consumption of cannabis on the premises of the dispensary.



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**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

- (d) Acceptance of a business license by the dispensary constitutes consent by the owners, managers, and employees to permit the City to conduct routine inspections for compliance to local laws.
  - (e) A dispensary shall be located in a permanent building and may not be operated in any temporary structure.
  - (f) No outdoor seating shall be permitted on premises.
  - (g) All facilities will comply with any State regulations for adequate lighting, alarms, security cameras and locks. In addition, the facility shall illuminate exterior areas of the premises, including parking areas, sidewalks and entrances.
4. Cannabis Cultivation Facility or Cannabis Processing Facility
- (a) Must comply with all State regulations for these facilities.
  - (b) No on-site consumption of cannabis is permitted.
  - (c) No public sales of cannabis are permitted.
  - (d) All facilities will comply with any State regulations for adequate lighting, alarms, security cameras and locks. In addition, the facility shall illuminate exterior areas of the premises, including parking areas, sidewalks and entrances.

MINUTES OF APRIL 14, 2022  
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Zoning Districts	C-1HD	C-2	C-2B	C-3	I-1	R-4
Dispensary	S	R	X	S		
Cultivation Facility					R	X
Processing Facility		R	X		R	

**MINUTES OF APRIL 14, 2022**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The Clerk reported that notices were 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 **zoning text change**.

Long Beach Planning and Development Commission has filed an application for change in the zoning text in accordance with the Comprehensive Long Beach Unified Land Ordinance. The city proposes to amend said ordinance by adding the following section.

Section 139: Medical Cannabis

The full text of Section 139 will be available for review and copies available at the Long Beach Planning Office until 5:00 p.m. the day of the public hearing.

The purpose of this proposed change is to promote uniformed development and encourage public safety, thereby enhancing the quality of life for all Long Beach residents. A public hearing to consider the above zoning text change will be held in the City of Long Beach, Mississippi, 39560, Thursday, April 14, 2022, at 5:30 p.m., in the Long Beach City Hall located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions or concerning the petition.

/s/ signed  
 Chairman  
 Planning and Development Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • 863-1554 • FAX 863-1558

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

MINUTES OF APRIL 14, 2022  
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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, HUNTER 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 to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:


Vol. XVI No. 15 dated 25 day of March, 2022  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

*Hunter Dawkins*  
Publisher

Sworn to and subscribed before me this 26 day of March, A.D. 2022

*Edward Browes*  
Notary Public



Commission Chairman Frank Olaivar asked for anyone speaking in favor or opposition of the request and the following came forward:

- Jill Anderson, 14 Pecan Drive, asked that the city wait to see how the sale of medical marijuana goes with other cities before Long Beach accepts this ordinance. She stated the hours of operation should be shortened.

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

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried recommending to approve the proposed ordinance 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 14th day of April 2022, in the Long Beach City Hall Meeting Room, 201 Jeff

**MINUTES OF APRIL 14, 2022  
REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Commission Chairman Frank Olaivar, Sawyer Walters, Justin Shaw, William Suthoff, Chris Fields, and Marcia Kruse, City Advisor Bill Hessel, Building Officials Mike Gundlach, Building Official Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Vice Chairman Shawn Barlow, Commissioners Michael Levens and Jennifer Glenn.

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

\*\*\*\*\*

Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried to approve the Regular Meeting minutes of March 24, 2022, as submitted.

\*\*\*\*\*

It came for discussion under New Business a Tree Removal for property located at 0 East Beach Blvd, Tax Parcel 0711N-05-051.000 and 0711N-05-050.000, submitted by Kevin M. Duddlesten, as follows:

MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY  
Date Received 3-18-22  
Zoning R-1  
Agenda Date 4-14-22  
Check Number 2126

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

JG 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.

JG 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.

JG 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: 2/28/2022

PROPERTY INFORMATION

TAX PARCEL # 0711N-05-051.000 & 0711N-05-050.000

Address of Property Involved: 0 E Beach Blvd

Property owner name: Kevin M. Duddlesten

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: 4340 Northview Lane Dallas, TX 75229

Phone No. (214 ) 315-3520

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Sapphire Companies / CAMBIUM

Phone No. 228-424-5111 Fax: \_\_\_\_\_

Name Jason Garner

Address 790 Howard Ave. Unit A Biloxi, MS 39530

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.:

See attached (use separate sheet if needed)

Number of Trees:

6 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]  
Signature

2/28/2022  
Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

JG 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.

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

JG OWNERSHIP: Please provide a recorded warranty deed.

JG 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.

JG 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.

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



**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



TREE CARE & PRESERVATION

CORPORATE OFFICE  
2613 BILNIVILLE BOULEVARD OFFICE P 228 818 9900  
OCEAN SPRINGS, MS 39564 FAX F 228 327 9196

March 16, 2022

Sapphire Companies  
790 Howard Ave Unit A  
Biloxi, MS 39530

Ref: Duddlesten Project  
0 East Beach Blvd  
Long Beach, MS 39560

Mr. Garner,

Per your request, our arborists have inspected the 15 live oak trees located at the above address. We took into consideration the health and vigor of each tree as well as previous mechanical damage. There is also evidence of compaction issues in the root zone of some of the trees. During our site visit, Mr. Duddlesten explained where the house is expected to be placed on the property and discussed ingress/egress location and utilities access.

Based on our inspection and the information provided by the property owner, we are recommending the removal of 6 trees and crown cleaning an additional 9 trees on site. We also strongly advise having a certified arborist erect adequate tree protection fencing before construction begins. Compaction mitigation efforts should be considered as well as mulching around the base of the trees, being mindful not to cover the root collar.

The trees being recommended for removal are listed below.

1. 44" Live oak – severe cavity on the south side base, lack of vigor and structural issues.
2. 36" Live oak – structural damage and very low vigor due to vine girdling.
3. 26" Live oak – storm damage, compaction, girdling roots, location of new driveway.
4. 48" Live oak - storm damage and inside footprint of new home.
5. 15" Live oak – sparse and low vigor, possible root damage, traffic issues.
6. 22" Live oak – basil rot, structural damage, codominant damage, low vigor, canopy in footprint of home.

Please do not hesitate to contact our office with any questions you may have.

Best regards,



Tony Miller

ISA Certified Arborist S05705-UA

WWW.CAMBIUMTREE.COM

A PROFESSIONAL TREE CARE AND UTILITY RIGHTS OF WAY COMPANY

MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

EXISTING

A RESUBDIVISION OF THREE PARCELS INTO TWO AND LYING IN COTTAGE BY THE SEA SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. SAID PARCELS BEING REFERRED TO AS TAX PARCEL NUMBERS 0711N-05-050.000, 0711N-05-051.000 AND 0711N-05-052.000

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

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

LEGEND:

- -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- △ -- SPIKE FOUND
- ▲ -- SPIKE SET
- -- CONCRETE MONUMENT FOUND
- -- CONCRETE MONUMENT SET
- -- UPHOLDED POST FOUND
- -- UPHOLDED POST SET
- AS -- AS PER SURVEY
- ASR -- AS PER RECORD
- APP -- AS PER PLAN
- RF -- IRON ROD FOUND
- RS -- IRON ROD SET

**FLOOD ZONE NOTE**  
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "AE" BASE ELEVATION= 19 AND 20 ACCORDING TO MAP NUMBER 28047C0357G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

- REFERENCE MATERIALS:**
- 1) THE COADED PLAN OF COTTAGE BY THE SEA SUBDIVISION
  - 2) HARRISON COUNTY TAX MAPS, CURRENT EDITION
  - 3) PROPERTY LINK OF HARRISON COUNTY, MS DELTA COMPUTER SYSTEMS, INC. (7/5/21)
  - 4) LONG BEACH ZONING MAP AND ORDINANCE
  - 5) PRIOR SURVEY BY KENNY ALSTON, PLS

**GPS OBSERVATION NOTE**  
DATE OF FIELD WORK, 12/15/2021  
TOPCON VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

**NOTES:**

- 1) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECEIVER.
- 2) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK AND ARE BASED ON SPC (2301 MS E).
- 3) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-608-227-6477.
- 4) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
- 5) THIS IS A CLASS "B" SURVEY.
- 6) BEARINGS SHOWN HEREON ARE DERIVED BY GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

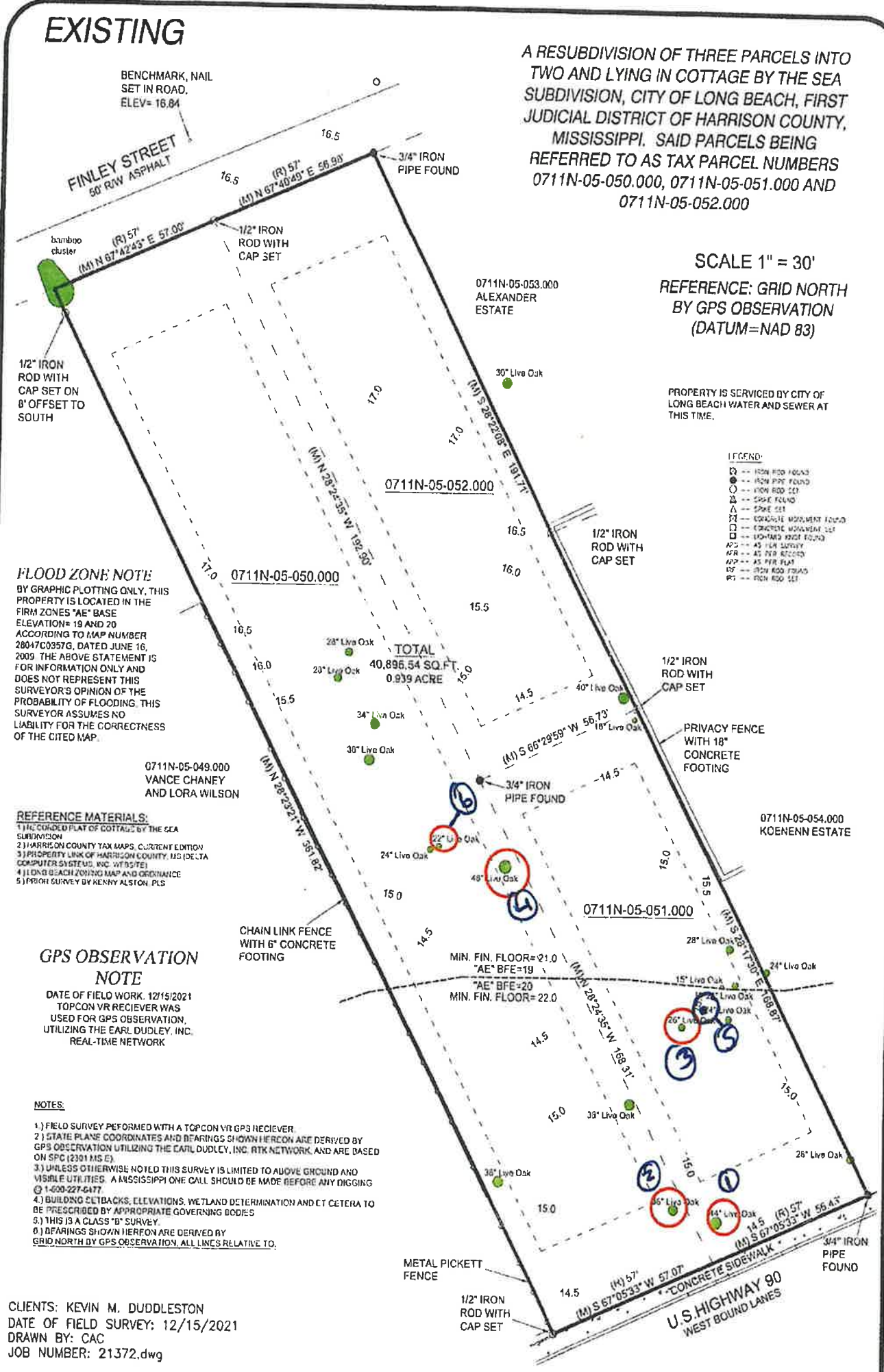
CLIENTS: KEVIN M. DUDDLESTON  
DATE OF FIELD SURVEY: 12/15/2021  
DRAWN BY: CAC  
JOB NUMBER: 21372.dwg

PREPARED BY:

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

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 - 0 FEET  
REAR YARD - 15 FEET

SHEET 1 OF 4





**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**DUDDLESTEN LAW GROUP, PLLC**

PMB 325, 4347 Northwest Hwy, Suite 130  
Dallas, TX 75220

[Kevin@DuddlestenLawGroup.com](mailto:Kevin@DuddlestenLawGroup.com)



March 8, 2022

City of Long Beach

RE: Tax Parcels 0711N-05-051.000 and 0711N-05-050.00

To Whom it May Concern:

I am owner of the above-referenced property in Long Beach, Mississippi (0 E. Beach Blvd) and am writing to confirm my consent for Jason Garner/Sapphire Companies to obtain permits on my behalf with regard to any improvements, including tree permits.

Thank you in advance and please do not hesitate to contact me if there are any questions or concerns.

Very truly yours,

Duddlesten Law Group, PLLC

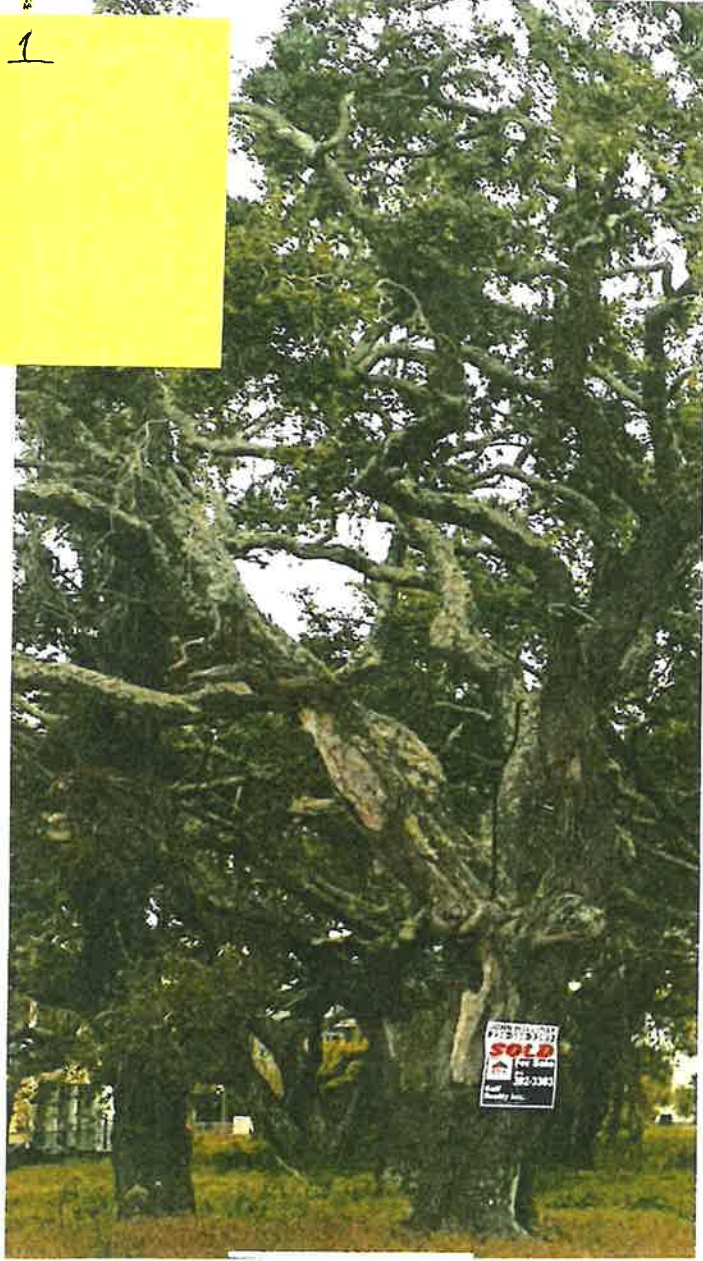
*Ken M. Duddlesten*

Kevin M. Duddlesten

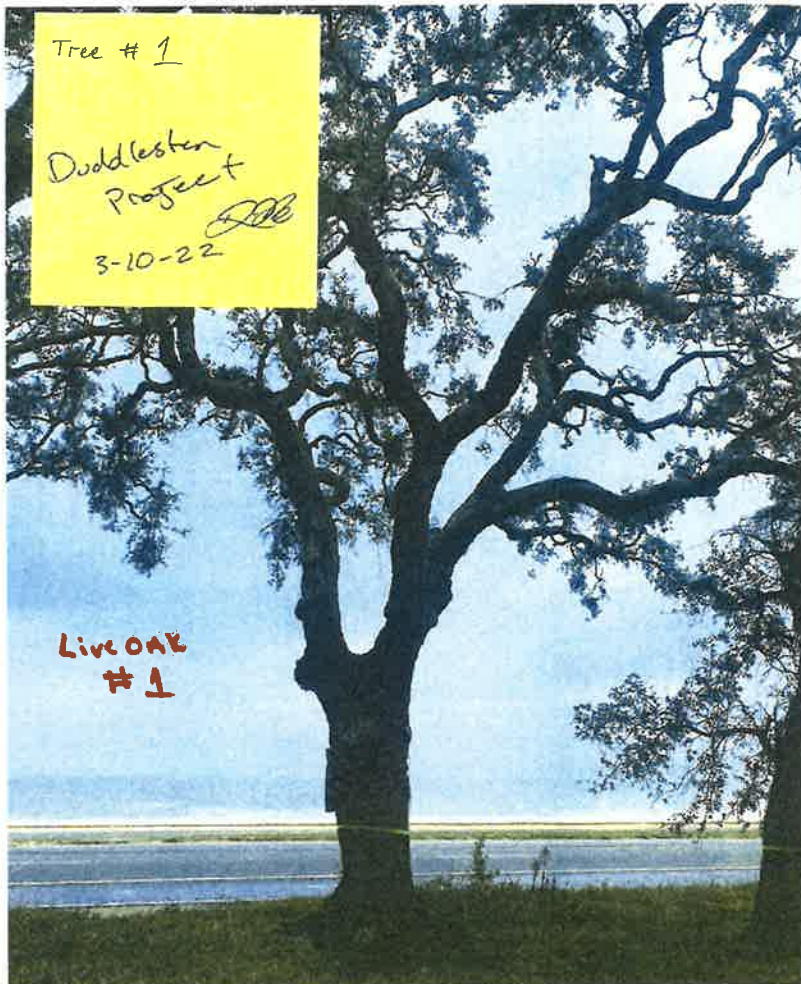
*Admitted to Arizona, Massachusetts, Mississippi, Texas*

MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Tree # 1



Live oak # 1

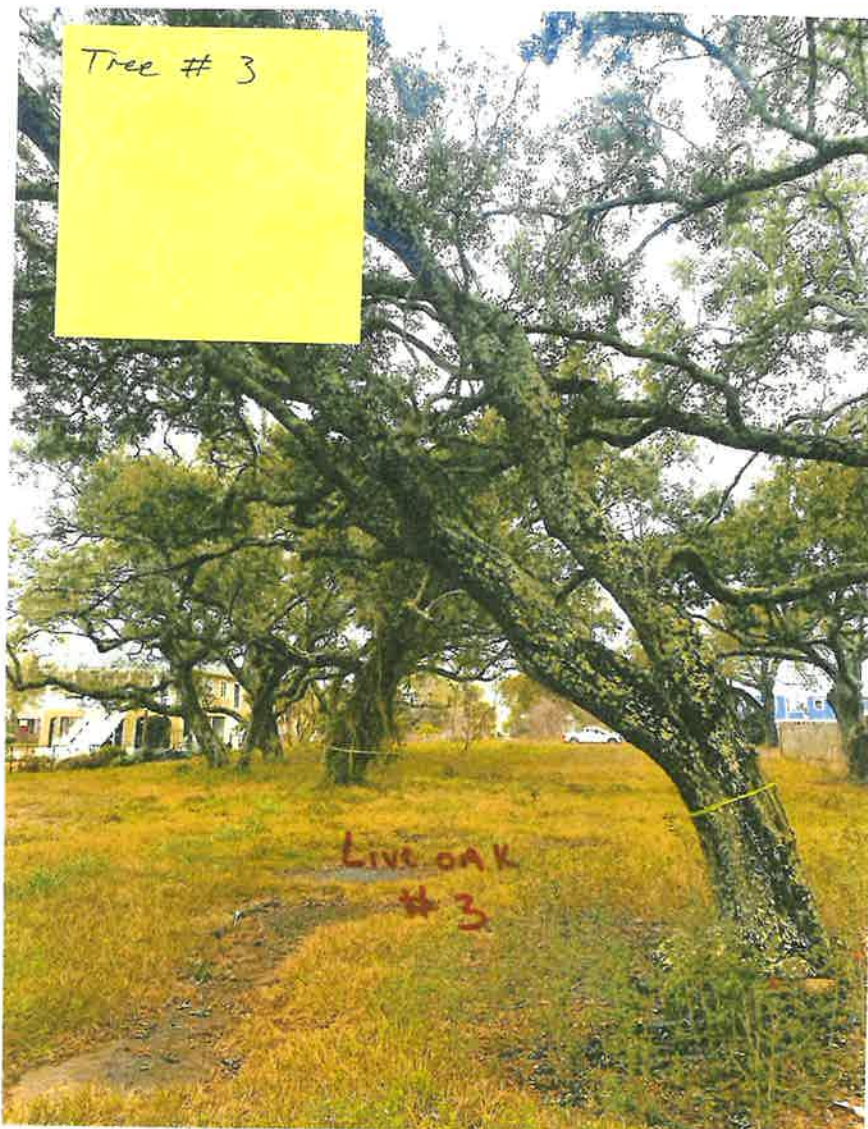
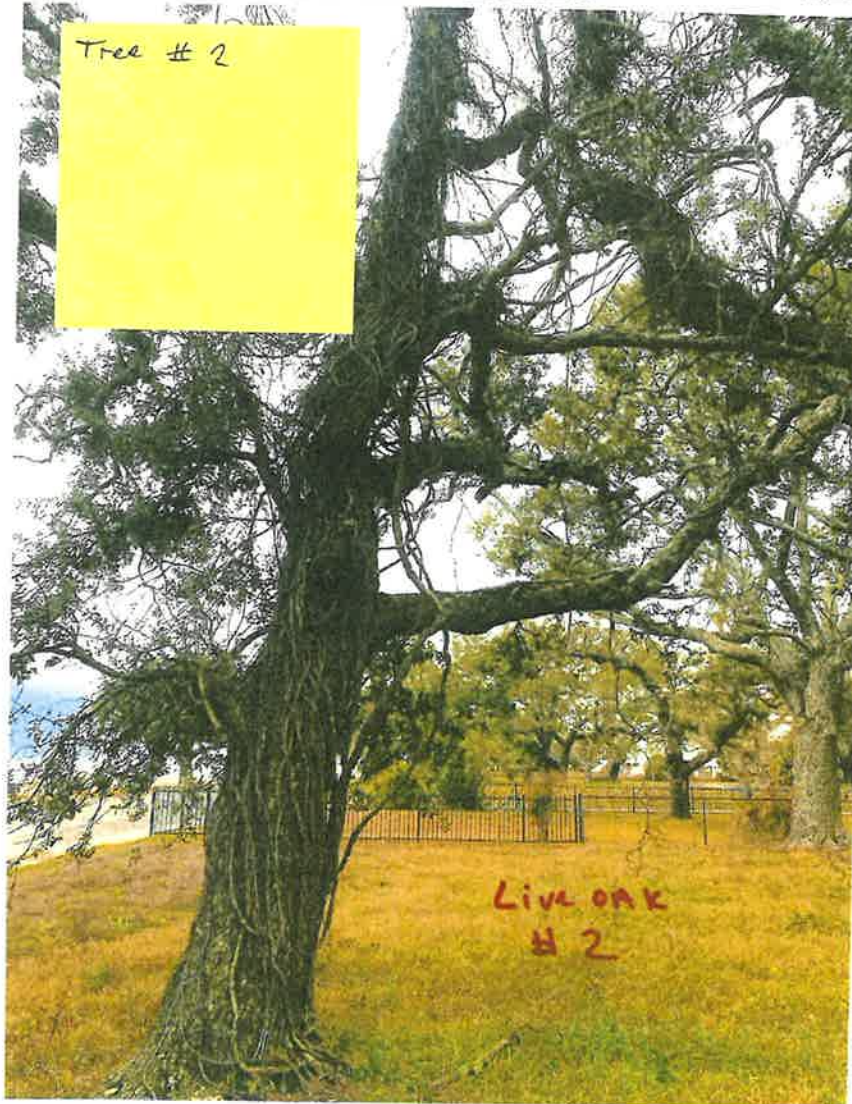


Tree # 1  
Duddleston  
Project  
3-10-22

Live oak # 1

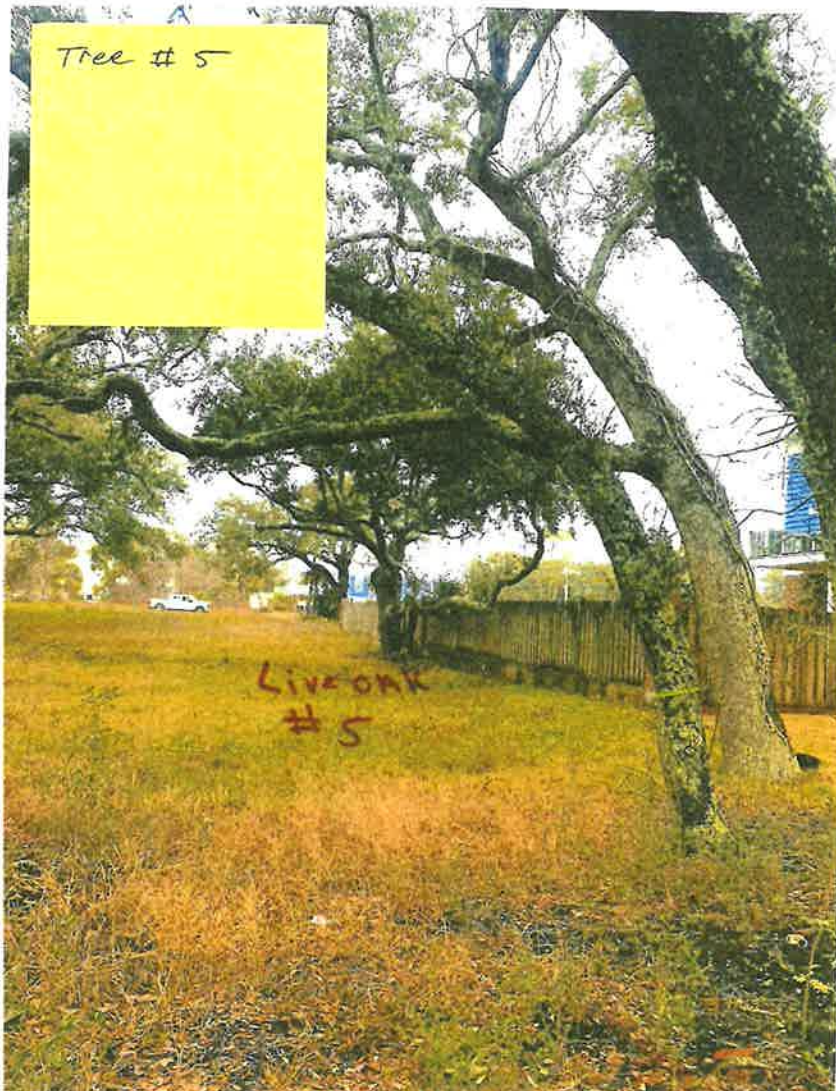
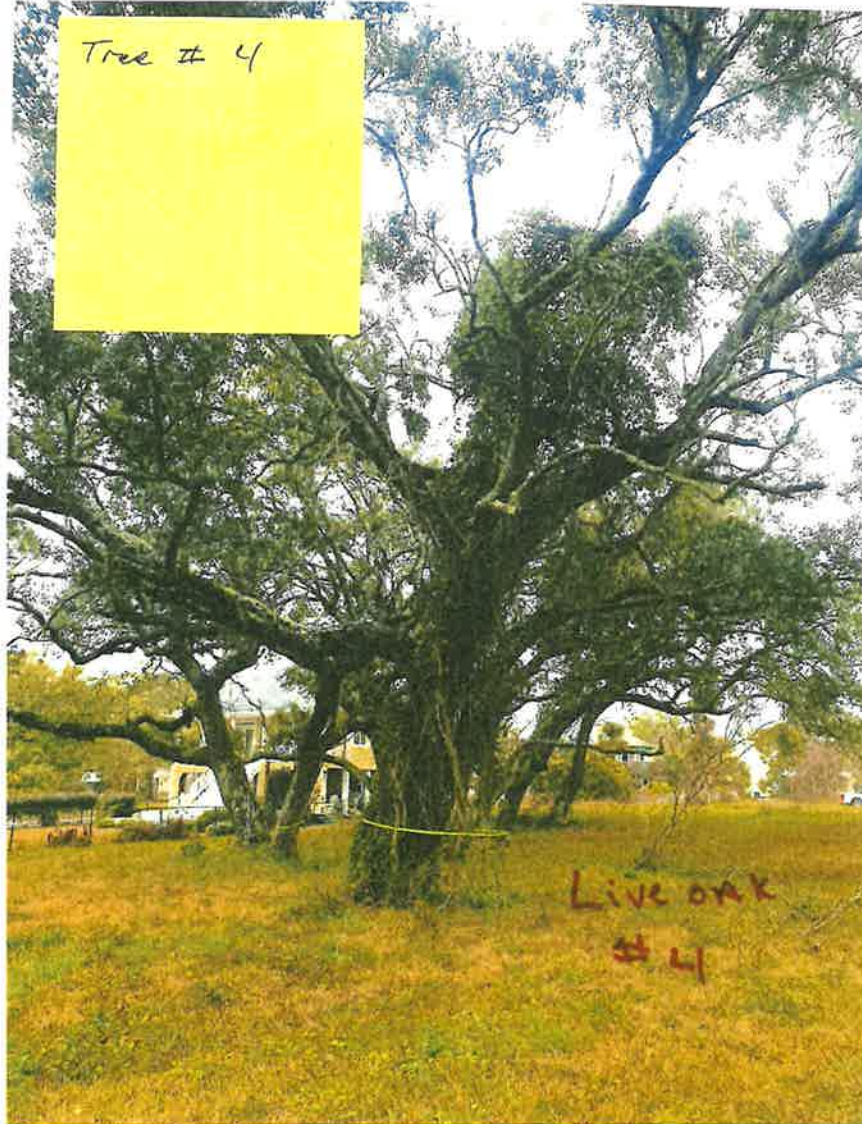


MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION





MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION





MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



*[Signature]* 1st Judicial District  
Instrument 2021 6155 D - J1  
Filed/Recorded 5/7/2021 09:15 P  
Total Fees \$ 26.00  
3 Pages Recorded

Prepared by:  
Andrew Marion, PLLC  
Attorney at-Law  
1919 23<sup>rd</sup> Ave.  
P.O. Box 863  
Gulfport, MS 39502  
(228)-865-9047  
MS Bar # 1866

Return to:  
Andrew Marion, PLLC  
Attorney-at-Law  
1919 23<sup>rd</sup> Ave.  
P.O. Box 863  
Gulfport, MS 39502  
(228)-865-9047  
File # 21-096

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**WARRANTY DEED**

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

**SMG Long Beach Properties, LLC, a Mississippi Limited Liability Company**  
9000 Victoria Circle  
Gulfport, MS 39503  
(228)-861-4690

does hereby sell, convey and warrant unto

**Kevin M. Duddleston**  
4340 Northview Lane  
Dallas, TX 75229  
(214)-315-3520

that certain tract, piece or parcel of land situated and being located in Harrison County, State of Mississippi, more particularly described as follows, to-wit:

(See Exhibit A attached, Page 3)

Grantor conveys by Quitclaim any interest it has in that part of the subject lots lying south of Highway 90.

INDEXING INSTRUCTIONS: Exempt


**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

THIS CONVEYANCE is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record

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 the date is incorrect, then the Grantor(s) agrees to pay the Grantee(s), or its assigns, any deficit on an actual proration, and likewise, the Grantee(s) agrees to pay the Grantor(s), or its assigns, any amount overpaid by it.

WITNESS MY SIGNATURE as authorized representatives of SMG Long Beach Properties, LLC after being duly authorized so to execute and deliver the same, this the 6<sup>th</sup> day of May, 2021.

SMG Long Beach Properties, LLC

  
Scott Michael Gioe  
President-Sole Member

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

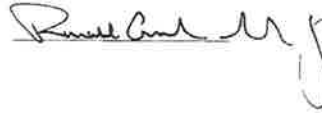
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Scott Michael Gioe, President-Sole Member who acknowledged that he is the authorized representative of SMG Long Beach Properties, LLC, A Mississippi Limited Liability Company and that for and on behalf of said company, and as its act and deed, he executed the above the foregoing Warranty Deed, after first having been duly authorized by said company so to do.

GIVEN under my hand and official seal on this the 6<sup>th</sup> day of May, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:





Page 2 of 3

**Exhibit "A"**

That part of Lot 1, Block 2, Cottage by the Sea Subdivision, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, described as beginning at a point on the north margin of the sidewalk adjacent to Highway 90 where the West line of said Lot 1, Block 2 intersects the same and from said beginning point running in a northerly direction along the West line of said Lot 1, Block 2, Cottage by the Sea a distance of 169 feet; thence in an easterly direction parallel with said Highway 90 a distance of 57 feet to the East line of said Lot 1, Block 2; southerly a distance of 169 feet to the North margin of the sidewalk adjacent to said Highway 90; thence in a westerly direction along the north margin of said sidewalk a distance of 57 feet, more or less, to the point of beginning. Also Lot 2, Block 2 of Cottage by the Sea Addition to the Town of Long Beach, Harrison County, Mississippi, according to the official plat thereof of record and on file in the office of the Clerk of the Chancery Court of Harrison County, Mississippi.

**AND ALSO:**

Lot One (1), Block Two (2), Less the South 169 feet thereof, Cottage-by-the-Sea, a subdivision of Lots Three (3) and Four (4) of the Gottschalk Survey and the Claud Ladnier Grant, as per map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 6 at Page 18 thereof.

Page 3 of 3

**MINUTES OF APRIL 14, 2022**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
**MEMORANDUM**

Date: March 23, 2022

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree Removal Application – 0 E Beach Blvd

.....

Long Beach Tree Ordinance allows the removal of protected trees to accommodate new construction. However, Section 6(g) requires the Planning Commission to consider whether the proposed improvements could be revised to accommodate existing trees.

The Live Oak trees to be removed were badly damaged by Hurricane Katrina and have slowly deteriorated. The plan proposed by the property owner is reasonable. The Tree Board recommends that the remaining Live Oak trees be protected during the construction process as proposed by the Cambrim arborists.

After considerable discussion, and upon a City of Long Beach Tree Board Member's recommendation in accordance with the City of Long Beach Tree Ordinance, Commissioner Shaw made motion, seconded by Commissioner Suthoff and unanimously carried approving the removal of the Live Oak Trees.

\*\*\*\*\*

It came for discussion under New Business a Tree Removal for property located at 208 East 2<sup>nd</sup> Street, Tax Parcel 0612B-02-012.000, submitted by Todd Spataro, as follows:

MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

OFFICE USE ONLY  
Date Received 4-8-22  
Zoning R-1  
Agenda Date 4-14-22  
Check Number 965

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

Job 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.

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

Job 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: 3-30-22

PROPERTY INFORMATION

TAX PARCEL # 0612B-02-012.000

Address of Property Involved: 208 E 2nd St, Long Beach

Property owner name: Todd Spataro

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: 208 E 2nd St., Long Beach

Phone No. (228) 731-2244

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Southern Tree and Turf, LLC

Phone No. 228-760-5296 Fax: N/A

Name Sarah Blake or Patrick Blake

Address 139 Central Ave., Long Beach, MS

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 owner would like us to remove 1 magnolia tree that is growing into and over the utility lines.  
(use separate sheet if needed)

Number of Trees:

         Live Oak   1   Southern Magnolia

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

Sarah Blake  
Signature

3-30-22  
Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

Job 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.

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

Job OWNERSHIP: Please provide a recorded warranty deed.

Job 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.

Job 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.

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



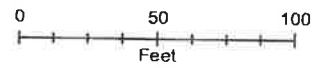
MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

208 East 2nd Street

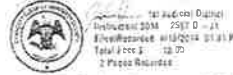


**HARRISON COUNTY, MISSISSIPPI**

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.  
TAL FLURRY, TAX ASSESSOR  
MAP DATE: April 4, 2022



MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1

Prepared By and Return To:  
Schwarz, Orgler & Jordan, PLLC  
12206 Hwy 49  
Gulfport, MS 39503  
(228) 832-8550  
Our File #140510

Indexing Instructions:  
Lot 15 & W 26' of Lot 14, Blk 2,  
Original Long Beach, Harrison  
County, 1<sup>st</sup> 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,

MARVIN CRAIG CARPENTER and DIANE N. CARPENTER  
625 COURTHOUSE ROAD  
GULFPORT, MS 39507  
(228) 697-0789

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

MICHAEL TODD SPATARO and LORI ANN SPATARO  
as tenants by the entirety with full rights of survivorship and not as tenants in common  
702 JOAN STREET  
LONG BEACH, MS 39560  
(601) 405-2236

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

Lot Fifteen (15) and the West 26 Feet of Lot Fourteen (14), in Block Two (2) of ORIGINAL LONG BEACH, 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 11 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.

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.

2

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee 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 land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURES of the Grantors on this the 15th day of April, 2014.

MARVIN CRAIG CARPENTER

DIANE N. CARPENTER

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, MARVIN CRAIG CARPENTER and DIANE N. CARPENTER, who acknowledged that they signed, executed and delivered the above and foregoing instrument as their voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 15th day of April, 2014.

(SEAL)

My Commission Expires



NOTARY PUBLIC Celeste Paige

THIS INSTRUMENT AND STATE  
NOTARIAL PUBLIC  
I HEREBY CERTIFY THAT  
THIS INSTRUMENT WAS  
PROPERLY FILED FOR  
RECORD IN THE OFFICE OF  
THE CHANCERY CLERK OF  
THE FIRST JUDICIAL DISTRICT  
OF HARRISON COUNTY,  
MISSISSIPPI, ON APRIL 15,  
2014, AT 10:00 AM.  
CELESTE PAIGE  
NOTARY PUBLIC  
HARRISON COUNTY, MISSISSIPPI

**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
MEMORANDUM**

Date: April 5, 2022

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree Removal Application 208 E 2<sup>nd</sup> St

\*\*\*\*\*

After considering the factors set forth in Section 6 of the Tree Ordinance (Ordinance 364), the Tree Board recommends that the application be denied. The tree is worthy of preservation because it is not diseased, damaged or dying and is it not causing damage to homeowners' property.

Mississippi Power Company maintains rights-of-way easements under and around its power lines. According to its website, Mississippi Power prunes trees to industry standards that were developed by the American National Standards Institute (ANSI) and the International Society of Arboriculture (ISA). Mississippi Power removes incompatible trees from the easement area.

For more information about pruning standards and the pruning schedule, please visit Mississippi Power's website at <https://www.mississippipower.com/community/electrical-safety/trees-and-right-of-way-management.html>

After considerable discussion, and upon a City of Long Beach Tree Board Member's recommendation in accordance with the City of Long Beach Tree Ordinance, Commissioner Walters made motion, seconded by Commissioner Kruse and unanimously carried to deny the application as submitted.

\*\*\*\*\*

It came for discussion under New Business a Sketch Plat Approval for property located at 0 Klondyke Road, Tax Parcel 0611C-01-002.000, submitted by Castine Pointe, LLC (owner) and Jared Riecke (agent), as follows:



**MINUTES OF APRIL 14, 2022**  
**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	1-18-22
Zoning	R-3
Agenda Date	4-14-22
Check Number	1194

- I. TYPE OF CASE: **SKETCH APPROVAL**
- II. ADVALOREM TAX PARCEL NUMBER(S): 0611C-01-002.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: SOUTH SIDE OF ADDISON BLVD. +/- 225' EAST OF THE EAST EDGE OF KLONDYKE RD.
- IV. ADDRESS OF PROPERTY INVOLVED: ADDRESS OF NEAREST PROPERTY - 707 KLONDYKE RD
- A. The purpose of the sketch is to develop a general design on which to base the preliminary and final plat, and thus having to revise such design to make in conform to the comprehensive City plan and to relate it to surrounding development. To this end, the sub-divider should consult informally with the City Engineer and the Planning Commission on preparation of the sketch plat.
- B. The sub-divider shall submit to the Planning Commission the sketch plat of the proposed subdivision, together with the attendant items, fifteen (15) days prior to the Planning Commission meeting at which the sketch plat is to be approved. The sketch plat shall be reviewed by the Planning Commission and approved by the Mayor and Board of Aldermen. The review shall take into consideration, in addition to the requirements set forth in these regulations, the components of the comprehensive City plan, the zoning ordinance and other plans, programs and regulations that might affect the area and the design and development of the subdivision.
- C. The sub-divider must submit a general layout drawing of the proposed subdivision or development. The sketch plat should indicate location of the subdivision, street alignment and lot sizes, and should provide additional information that is deemed reasonably necessary within the scope the Subdivision Ordinance by the City. (1) The sketch plat should consist of three (3) full-size drawings on 24 x 36 inch sheets and (1) 8 ½ x 14 and/or emailed in pdf. format to the Clerk.
- D. The Planning Commission shall inform the sub-divider that the Sketch plan as submitted or as modified does or does not meet the objectives of City Regulations. When the Planning Commission or the Mayor and Board find that the sketch plat does not meet the objectives of City regulations the reasons therefore shall be given, together with any changes recommended to be made. In the even the sub-divider does not agree to changes recommended by the Planning Commission, he may request and shall receive review and formal action by the Mayor and Board of Aldermen at its next regular meeting.
- E. Although not recommended, a developer may be allowed to combine the Sketch and Preliminary plats so that they may be considered together.
- V. **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).

MINUTES OF APRIL 14, 2022  
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- B. **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.
- C. **Fee.** Attach a check in the amount of \$50.00. 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 at mailing incurred with the processing of your application.

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

VI. **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 fifteen (15) days before the 2<sup>nd</sup> or 4<sup>th</sup> 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 also agree to pay all fees and charges as stated.

CASTINE POINTE LLC

Name of Rightful Owner (PRINT)

17940 PAINTERS ROW

Owner's Mailing Address

COVINGTON, LA 70435

City State Zip

985-893-8873

Phone

1-17-2022

Signature of Rightful Owner Date

JARED RIECKE

Name of Agent (PRINT)

17940 PAINTERS ROW

Agent's Mailing Address

COVINGTON, LA 70435

City State Zip

985-893-8873

Phone

1-17-2022

Signature of Applicant Date

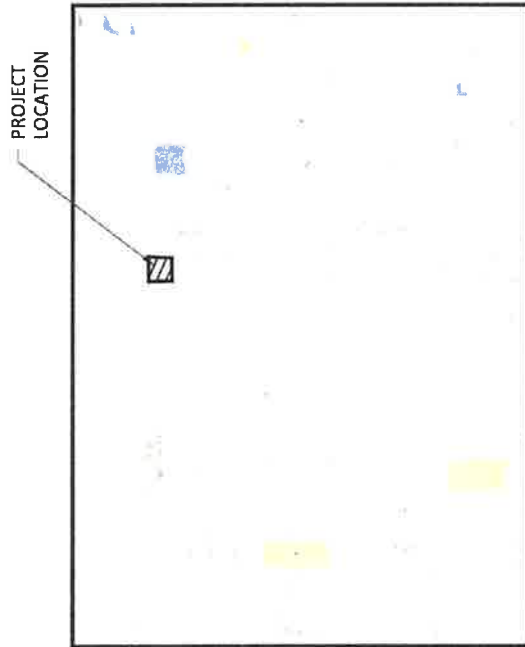
**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

SET: \_\_\_\_\_

**HARRISON COUNTY, MISSISSIPPI  
CASTINE POINTE TOWNHOMES**

**INDEX TO SHEETS**

SHEET NO.	DESCRIPTION
	<b>TITLE SHEET</b>
C0.0	GENERAL NOTES
C1.0	PRELIMINARY PLAT PLAN
C2.0	DRAINAGE PLAN
C3.0	UTILITY PLAN
C4.0	PAVING PLAN
C5.0	EROSION CONTROL PLAN
C6.0	CIVIL DETAILS
C6.1	CIVIL DETAILS
C6.2	CIVIL DETAILS
C6.3	CIVIL DETAILS
C6.4	CIVIL DETAILS
C6.5	CIVIL DETAILS



**SITE MAP**  
SCALE: 1 INCH = 1000 FEET



**MARCH 2022**



**VICINITY MAP**  
N.T.S.



**KYLE ASSOCIATES PROJECT NO. 21096**





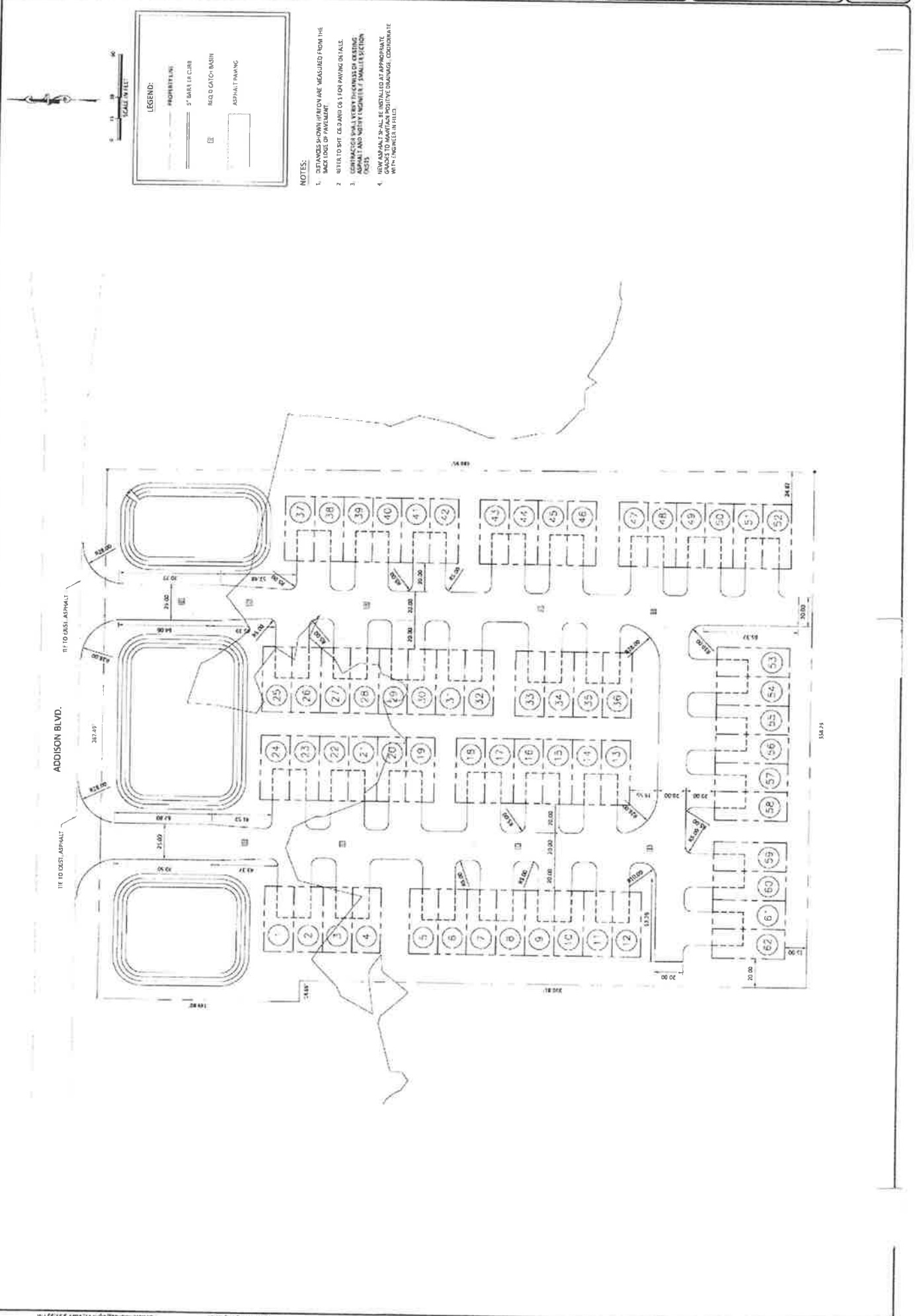






MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

PRELIMINARY DOCUMENTS THIS DOCUMENT IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES MADE TO THIS DOCUMENT MUST BE APPROVED BY THE DESIGNER. THIS DOCUMENT IS THE PROPERTY OF KYLE ASSOCIATES, LLC AND SHALL REMAIN THE PROPERTY OF KYLE ASSOCIATES, LLC.	Kyle Associates, LLC Planning, Engineering, Surveying & Construction 10000 Highway 19, Suite 200, Long Beach, MS 38655 Phone: (662) 733-1337 Fax: (662) 733-1338 www.kyleassoc.com	SHEET NO. <b>C4.0</b>



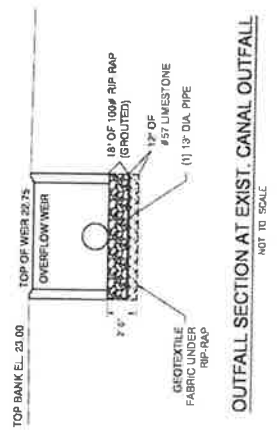
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DATE: MARCH 2022  
BY: MATT WALKER



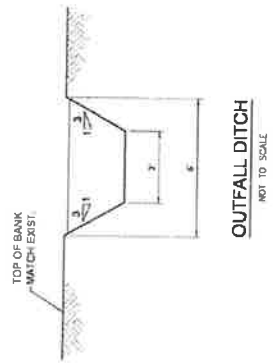
MINUTES OF APRIL 14, 2022  
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

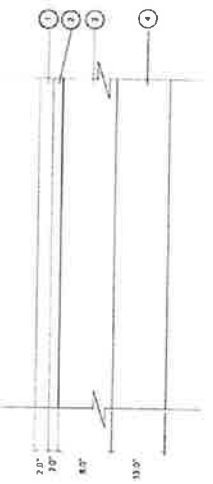
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OUTFALL SECTION AT EXIST. CANAL OUTFALL  
NOT TO SCALE



- LEGEND:**
- ① 7" HOT BITUMINOUS WEARING COURSE
  - ② 7" HOT BITUMINOUS SAND COURSE
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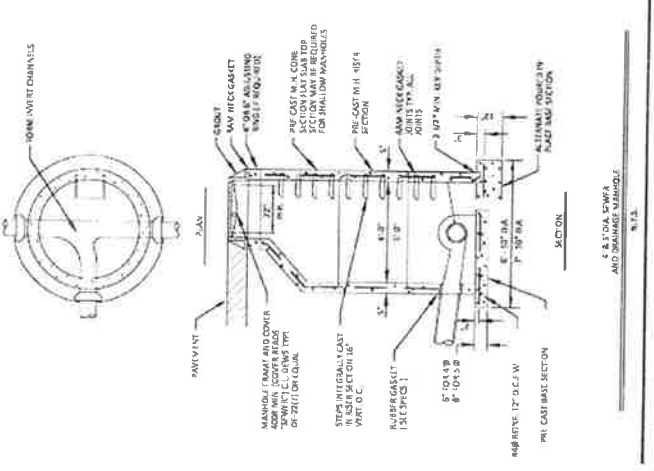
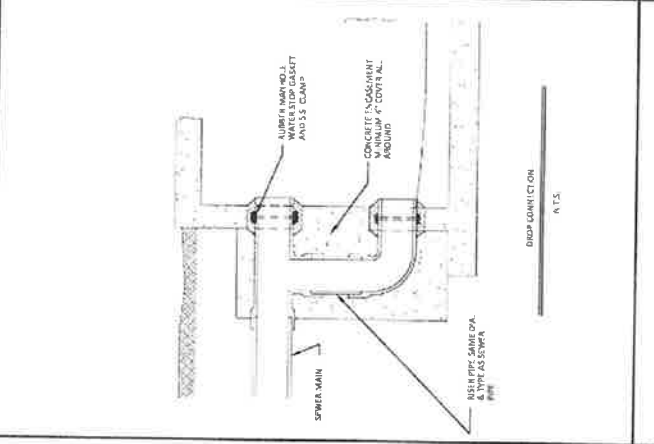
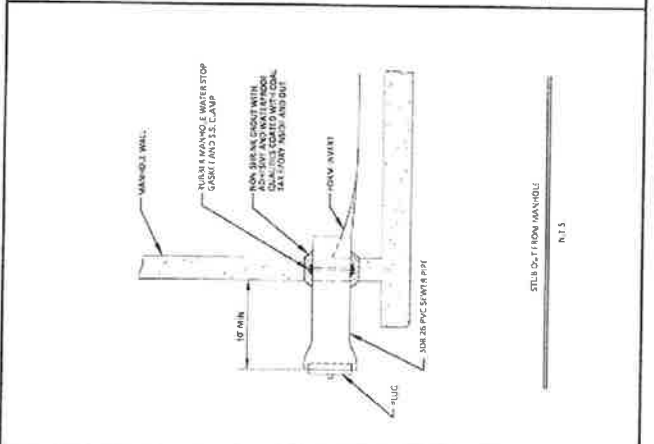
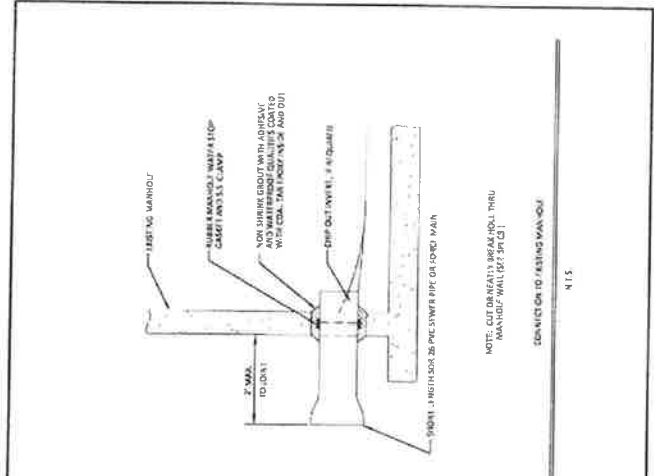
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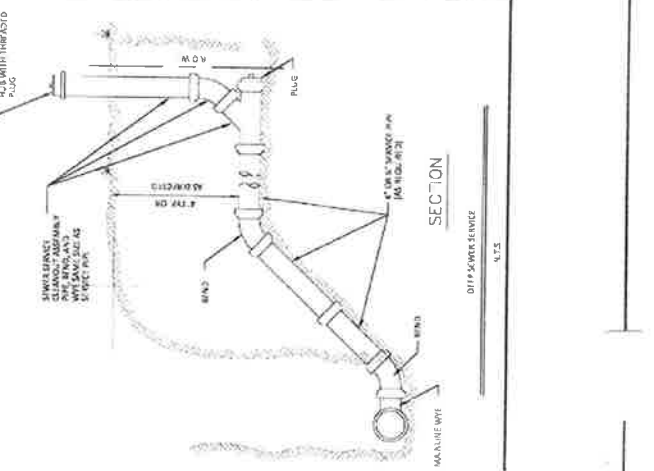
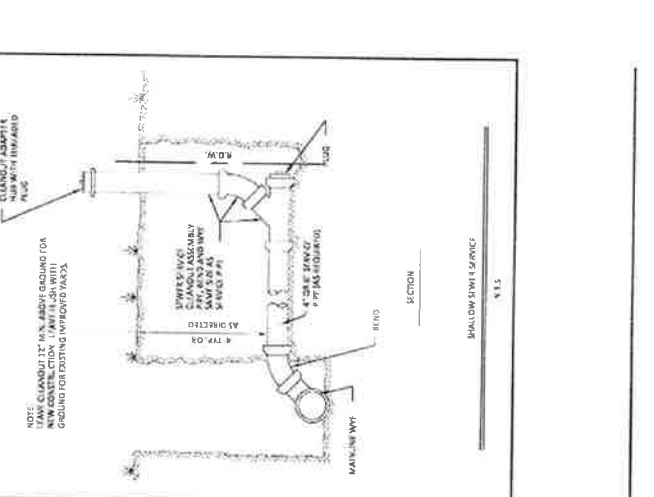


MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CASTLE POINT DEVELOPMENT HARRISON COUNTY, MS CIVIL DETAILS	DATE: 03/16/2022 DRAWN BY: JEP CHECKED BY: MAM DESIGNED BY: JEP SCALE: AS SHOWN	SHEET NO.: 11 TOTAL SHEETS: 11	PRELIMINARY DOCUMENTS THIS DOCUMENT IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.	Kyle Associates, LLC 	C6.2
	TITLE: PRELIMINARY DOCUMENTS PROJECT: CASTLE POINT DEVELOPMENT CLIENT: HARRISON COUNTY, MS	DATE: 03/16/2022 DRAWN BY: JEP CHECKED BY: MAM DESIGNED BY: JEP SCALE: AS SHOWN	SHEET NO.: 11 TOTAL SHEETS: 11	PRELIMINARY DOCUMENTS THIS DOCUMENT IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.	Kyle Associates, LLC 

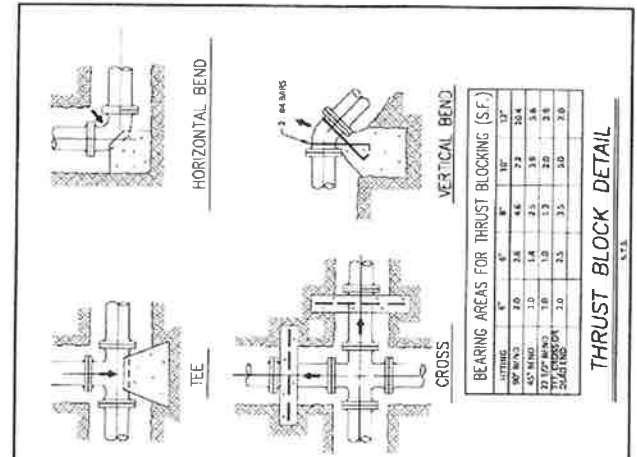


- SEWER NOTES
- CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.
  - ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.
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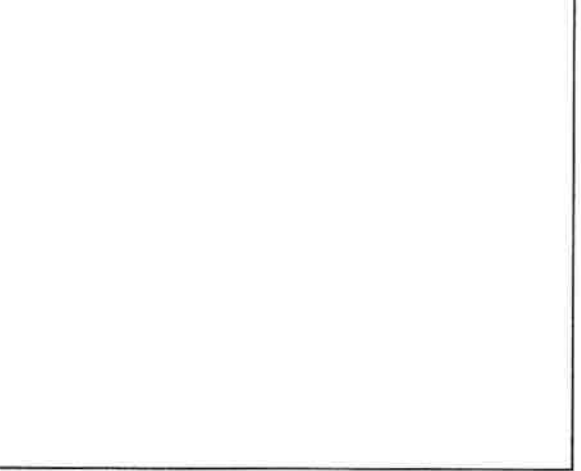
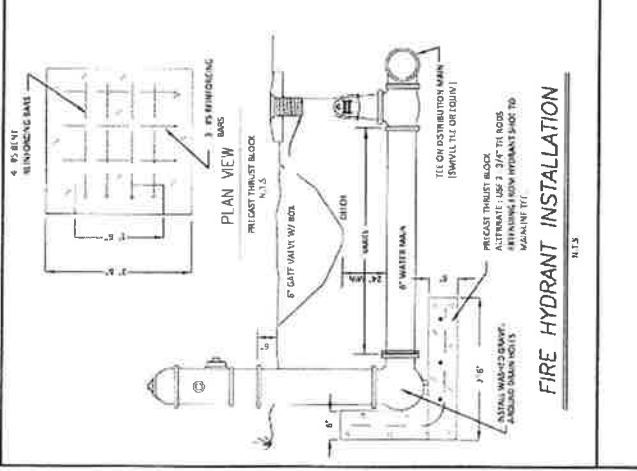
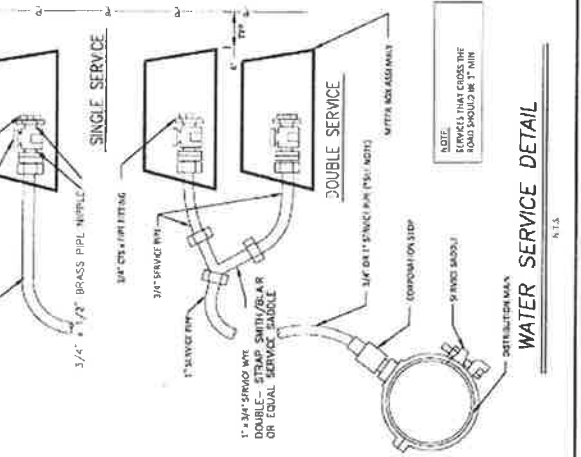
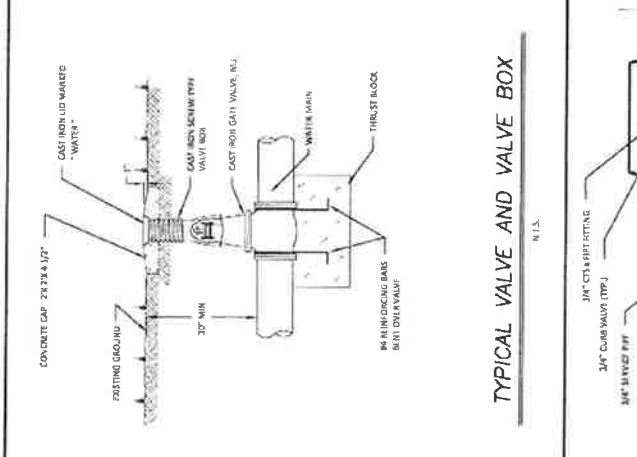
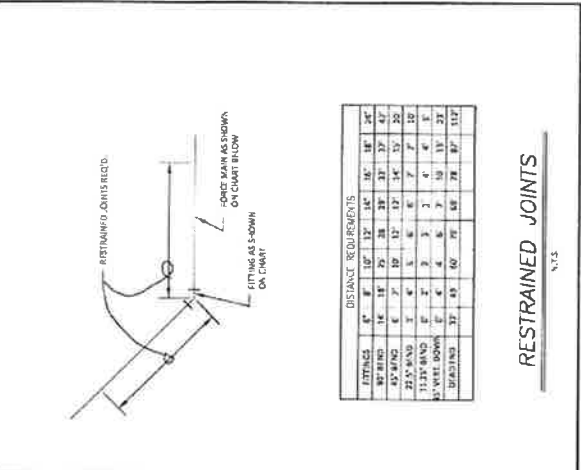
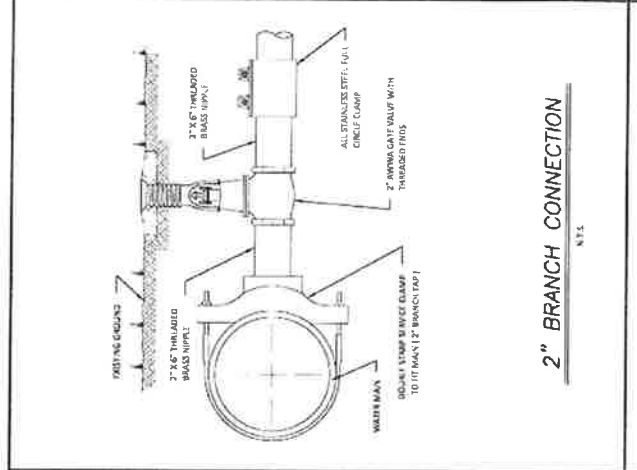


MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

<p>CASTILE TEAM 22880-01-001 PAGE</p> <p>DATE: 03/16/2022 JOB NO: 21095 JOB: JEP SHEET NO: 1 SHEET TOTAL: 40 PROJECT: MM/M</p>	<p>CASTINE POINTE DEVELOPMENT TOWNHOME SITE HARRISON COUNTY, MS CIVIL DETAILS</p>			<p>PRELIMINARY DOCUMENTS FOR INFORMATION ONLY NOT FOR CONSTRUCTION NO WARRANTIES OR REPRESENTATIONS ARE MADE BY THE ENGINEER DATE: 03/16/2022 SCALE: AS SHOWN</p>	<p>Kyle Associates, LLC REGISTERED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI NO. 10171 - 05/12/2017</p>	<p>C6.3</p>
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- WATER NOTES**
- ALL WATERLINES SHALL BE PVC 800 DRAIN PIPE.
  - WATERLINES SHALL HAVE A MINIMUM DEPTH OF 36" COVER.
  - WATERLINES SHALL BE INSTALLED IN ACCORDANCE WITH AMERICAN WATERWORKS ASSOCIATION (AWWA) STANDARD C900.
  - CAST IRON FITTINGS OR DUCTILE IRON FITTINGS ARE ACCEPTABLE. ALL CAST IRON OR DUCTILE IRON FITTINGS SHALL BE RESTRAINED AND IMBEDDED IN CONCRETE.
  - WATERLINES SHALL BE INSTALLED FOR CONNECTING FLANGES OR MECHANICAL JOINTS.
  - WATERLINES SHALL BE INSTALLED FOR MECHANICAL JOINTS.
  - WATERLINES SHALL BE INSTALLED FOR MECHANICAL JOINTS.





**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

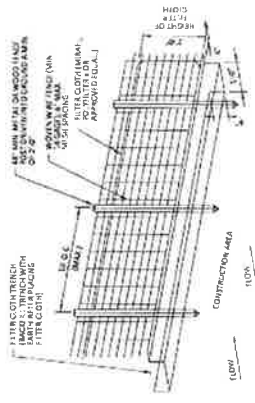
CASTINE POINTE DEVELOPMENT HARRISON COUNTY, MS CIVIL DETAILS	DATE: 03/16/2022 TIME: 2:19PM DRAWN BY: JEP CHECKED BY: JEP SCALE: 1" = 40' SHEET: 01 OF 01				PRELIMINARY DOCUMENTS THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION. ALL RIGHTS ARE RESERVED. ANY REVISIONS WILL BE INDICATED BY A REVISION TABLE. DATE: 03/16/2022 TIME: 2:19PM DRAWN BY: JEP CHECKED BY: JEP SCALE: 1" = 40' SHEET: 01 OF 01	Kyle Associates, LLC Planning Engineers and Architects 1100 Highway 101, Suite 100 Ocean Springs, AL 36567 Phone: (205) 871-1111 Fax: (205) 871-1112	C6.5
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**EROSION CONTROL NOTES**

1. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR FILLING OPERATIONS ON THIS SITE.
2. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR FILLING OPERATIONS ON THIS SITE.
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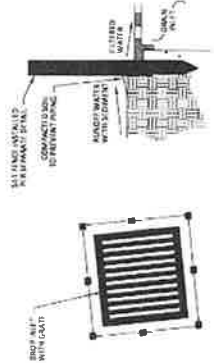
**STABILIZED CONSTRUCTION ENTRANCE**

1. STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR FILLING OPERATIONS ON THIS SITE.
2. STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR FILLING OPERATIONS ON THIS SITE.
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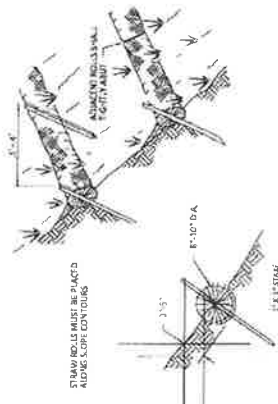


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5. STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR FILLING OPERATIONS ON THIS SITE.

STABILIZED CONSTRUCTION ENTRANCE  
SCALE: 1/8" = 1'-0"

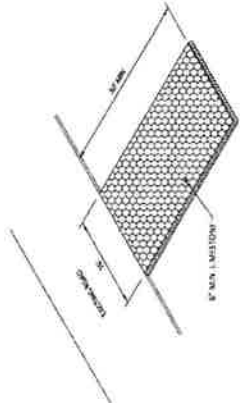


STORM DRAIN INLET  
SCALE: 1/8" = 1'-0"



1. STRAW ROLL INSTALLATION SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR FILLING OPERATIONS ON THIS SITE.
2. STRAW ROLL INSTALLATION SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR FILLING OPERATIONS ON THIS SITE.
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5. STRAW ROLL INSTALLATION SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR FILLING OPERATIONS ON THIS SITE.

STRAW ROLL INSTALLATION  
SCALE: 1/8" = 1'-0"



LIME SLURRY CONSTRUCTION  
SCALE: 1/8" = 1'-0"



**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**





**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**FRONT ELEVATION**  
1/4" = 1'-0"



**REAR ELEVATION**  
1/4" = 1'-0"



**RIGHT SIDE ELEVATION**  
1/8" = 1'-0"



**LEFT SIDE ELEVATION**  
1/8" = 1'-0"

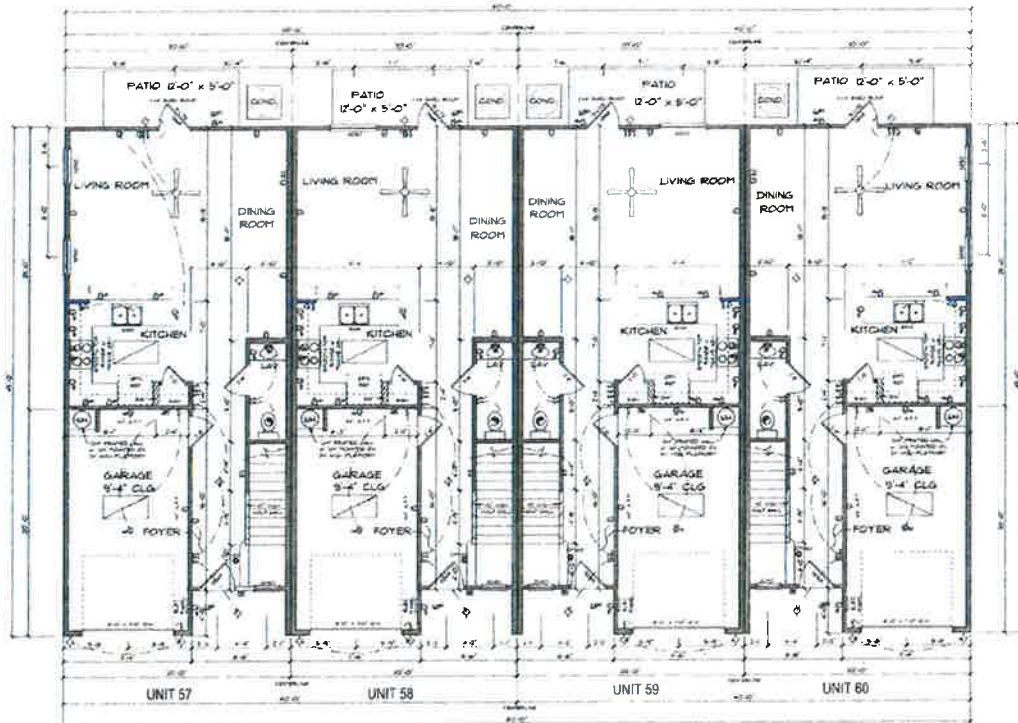
**4 Plex  
Units 57,58,59,60**



**D.R. HORTON**  
*America's Builder*  
SpyglassTownhomes

Date: 06-29-2017
Scale: As Shown
BY: [Signature]

A1.0



**1st FLOOR PLAN**  
1/4" = 1'-0"

SQUARE FEET SCHEDULE PER INDIVIDUAL UNIT	
1st FLOOR LIVING AREA	640
2nd FLOOR LIVING AREA	864
FRONT PORCH	31
GARAGE	224
<b>TOTAL UNDER BIRM</b>	<b>1759</b>

SQUARE FEET SCHEDULE PER BUILDING (4 UNITS)	
1st FLOOR LIVING AREA	2560
2nd FLOOR LIVING AREA	3456
FRONT PORCH	124
GARAGE	896
<b>TOTAL UNDER BIRM</b>	<b>7046</b>

**4 Plex  
Units 57,58,59,60**



**D.R. HORTON**  
*America's Builder*  
SpyglassTownhomes  
Orange Beach, AL

Date: 06-29-2017
Scale: As Shown
BY: [Signature]

A1.1



**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



FRONT ELEVATION  
1/4" = 1'-0"



REAR ELEVATION  
1/4" = 1'-0"



RIGHT SIDE ELEVATION  
1/4" = 1'-0"

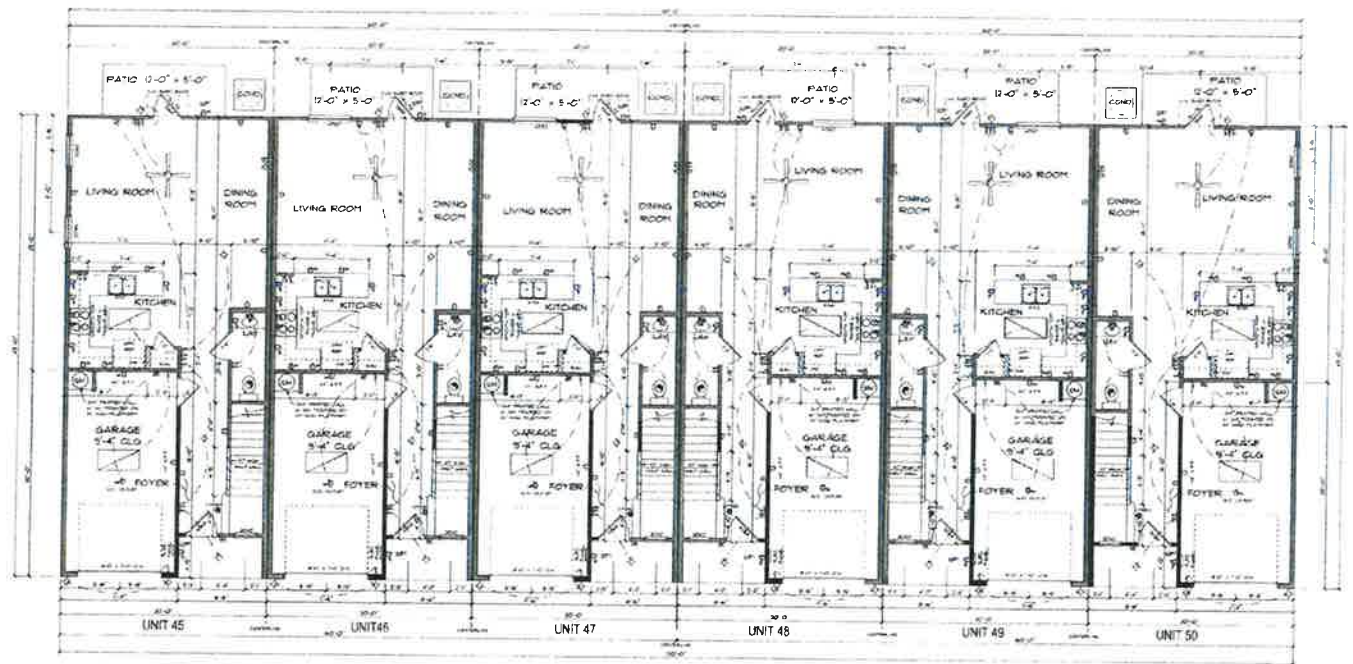


LEFT SIDE ELEVATION  
1/4" = 1'-0"

6 Plex  
Units 45,46,47,48,49,50

  
**DR HORTON**  
*America's Builder*  
 Spyglass Townhomes  
 Orange Beach, AL

A1.0



1st FLOOR PLAN  
1/4" = 1'-0"

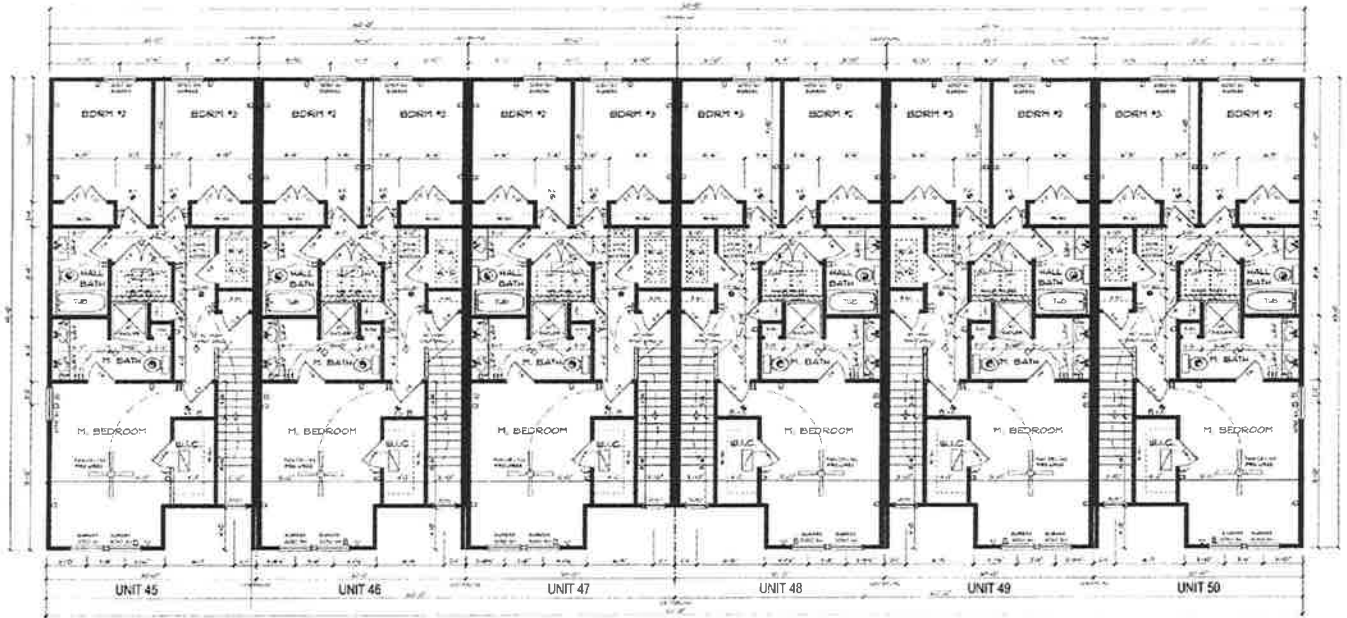
SQUARE FEET SCHEDULE FOR PHYSICAL UNIT		SQUARE FEET SCHEDULE FOR BUILDING FINITE	
1st FLOOR LIVING AREA	438	1st FLOOR LIVING AREA	840
2nd FLOOR LIVING AREA	842	2nd FLOOR LIVING AREA	1342
1st FLOOR GARAGE	75	1st FLOOR GARAGE	740
2nd FLOOR GARAGE	224	2nd FLOOR GARAGE	1374
TOTAL UNDER ROOF	1179	TOTAL UNDER ROOF	3856

6 Plex  
Units 45,46,47,48,49,50

  
**DR HORTON**  
*America's Builder*  
 Spyglass Townhomes  
 Orange Beach, AL

A1.1

MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



2nd FLOOR PLAN

6 Plex  
Units 45,46,47,48,49,50

**B. HORTON**  
America's Builder  
Spyglass Townhomes  
Orange Beach, AL

A1.2

Index Instructions (Mississippi Code ANN, §89-5-33):

Prepared by & Return to:  
U.S. Title Company, P.L.L.C.  
114 West Third Street  
Long Beach, MS 39560  
228-822-0120  
File Number: 0406-0001

[Space Above This Line For Recording Data]

State of Mississippi

County of Harrison

**SPECIAL 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, Hardy Court Shopping Center, Inc., herein represented by its President, Mitchell Salloum, Jr., does hereby sell, convey and specially warrant unto Castine Pointe, LLC, a Louisiana Limited Liability Company, the following described land and property situated in Harrison County, Mississippi, to wit:

DISTRICT OF HARRISON COUNTY, MISSISSIPPI, to-wit:

East one half (E1/2) of the Northeast Quarter (NE1/4) of the Northeast quarter (NE1/4) of Section Two (2), Township Eight (8) South, Range Twelve (12) West of said County.

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

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

If bounded by water, the warranty granted herein shall not extend to any part of the above described property which is tideland or coastal wetlands as


**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to any erosion due to the action of the elements.

The Grantor herein certifies that the property hereinabove conveyed forms no part of the homestead of said Grantor.

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

WITNESS my signature, for and on behalf of Hardy Court Shopping Center, Inc., this the 10<sup>th</sup> day of May, 2006.

  
Mitchell Salloum, Jr., President  
Hardy Court Shopping Center, Inc.

State of Mississippi

County of Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10<sup>th</sup> day of May, 2006, within my jurisdiction, the within named Mitchell Salloum, Jr., who acknowledged that he is President of

Hardy Court Shopping Center, Inc, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
Notary Public  
My Commission Expires:  
My Commission Expires: JAN 29, 2007

Address of Grantors:  
P.O. Box 129  
Gulfport, MS 39502  
228-868-7070

Address of Grantees:  
350 N. Causeway Blvd  
Mandeville, LA 70448  
985-626-5330

**MINUTES OF APRIL 14, 2022**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
**SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY**

State of Mississippi

County of Harrison

Hardy Court Shopping Center, Inc., (hereinafter referred to as "the Owner"), being first duly sworn, on oath depose and state that I/We own the following described property:

18 acres, Long Beach, MS 39560 parcel no. 0611C-01-001.000


The Owner has owned the property now being sold or mortgaged by me continuously since 2004 or earlier, and the Owner's enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disrupted to the Owner's knowledge, nor does the Owner know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to Sellers/Owners, and more particularly, to Owner's knowledge:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. The Seller(s)/Owner(s) has allowed no encroachments on the premises above described by any adjoining landowners nor has the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s)/Owner(s) has allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has no knowledge of such adverse rights.
5. The Seller(s)/Owner(s), at present, and for a period of One years past or more, has caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
6. The Seller(s)/Owner(s) has no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.
7. The undersigned has no knowledge of any due taxes or special assessments.
8. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions, or zoning ordinances affecting the premises.
9. That there are no pending suits, proceedings, judgment, bankruptcies, liens or executions against said owners, either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce FIRST AMERICAN TITLE INSURANCE COMPANY,

A California Corporation, to issue its title insurance policy or policies without exception to claims of materialmen's and laborer's liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefore, said affiants agree to indemnify and hold FIRST AMERICAN TITLE INSURANCE COMPANY, and its agent, harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said FIRST AMERICAN TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

Subscribed, and sworn to before me this 10<sup>th</sup> day of May, 2006.

  
Mitchell Salloum, Jr., President  
Hardy Court Shopping Center, Inc.

  
Notary Public  
My commission expires:  
**My Commission Expires: JAN 29, 2007**



**MINUTES OF APRIL 14, 2022**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
COMPLIANCE AGREEMENT

State of Mississippi  
 County of Harrison

Buyer/Borrower: Castine Pointe, LLC  
 Inc

Seller: Hardy Court Shopping Center,

Property Address: 18 acres  
 Long Beach, MS 39560

The undersigned for and in consideration of the above referenced property conveyance, agree, if requested by Central Progressive Bank or U.S. Title Company, PLLC to fully cooperate and **adjust for clerical errors, including any erroneous proration of taxes, any or all closing documentation, which adjustments are deemed necessary or desirable** in the reasonable discretion of Central Progressive Bank or U.S. Title Company, PLLC, to enable Central Progressive Bank or purchaser to sell, convey seek **guaranty or market said loan to any entity including but not limited to any investor, and/or Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority or the Veterans Administration.**

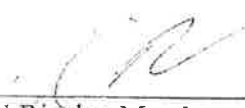
The undersigned, Castine Pointe, LLC, **does hereby so agree and covenant that the closing documentation executed this day will conform and be acceptable in the market place in the instance of transfer, sale or convey by purchaser or by Central Progressive Bank of its interest in and to said documentation and, if not, to comply with any reasonable request of Central Progressive Bank or U.S. Title Company, PLLC to accomplish same.**


**NOTICE OF NON-REPRESENTATION AND HOLD HARMLESS**

U.S. Title Company, PLLC does not represent and is not affiliated, in any capacity, with any parties involved with this transaction. U.S. Title Company, PLLC is, however, a title agent for First American Title Insurance Company. U.S. Title Company, PLLC is simply the facilitator of this transaction.

Castine Pointe, LLC acknowledge that it has communicated certain information to Central Progressive Bank in an effort to obtain financing for the purchase of the above-described property. Castine Pointe, LLC acknowledge(s) and agree(s) that Central Progressive Bank, initially and during the course of the loan process has made certain representations, i.e. Good Faith Estimate, Initial Truth in Lending, etc., to it with regard to the terms and conditions of the loan. Castine Pointe, LLC further acknowledge(s) that the terms and conditions of the final loan documents may vary from the terms and conditions it discussed with Central Progressive Bank initially and during the course of the loan process. Castine Pointe, LLC confirm(s) and acknowledge(s) that it reviewed the loan documents associated with the loan, received copies of same and agree with the terms and conditions of the final loan documents. Castine Pointe, LLC, by agreeing to the terms and conditions of the final loan documents and confirming that it does not desire to cancel or rescind said loan, hereby authorize(s) U.S. Title Company, PLLC to disburse the loan associated with the purchase of the above-described property. Castine Pointe, LLC hold(s) U.S. Title Company, PLLC harmless from any and all liability with regard to the terms and conditions of the final loan documents which in any way may differ from the terms and conditions disclosed to it initially and during the course of the loan process.

Dated 01/10/06

  
 Jarod Riecke, Member  
 Castine Pointe, LLC

  
 Mitchell Salloum, Jr., President  
 Hardy Court Shopping Center



**MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**BUYER / SELLER CERTIFICATION**

Borrower: Castine Pointe, LLC  
Seller: Hardy Court Shopping Center, Inc.  
Lender: Central Progressive Bank  
Settlement Agent: U.S. Title Company, PLLC  
(228)822-0120  
Place of Settlement: 114 West Third Street  
Long Beach, MS 39560  
Settlement Date: May 10, 2006  
Property Location: 18 acres  
Long Beach, MS 39560  
Harrison County, Mississippi

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages. Buyer acknowledges receipt of the payment of the loan proceeds in full, and Seller acknowledges payment in full of the proceeds due Seller from the settlement.

The Buyer and Seller understand that the tax prorations shown on the Settlement Statement are Based on the prior tax periods rate(s). The Buyer and Seller agree to adjust the tax prorations shown on the Settlement Statement when the actual ad valorem tax bill is rendered. Seller agrees to forward the next tax bill to Buyer immediately upon receipt of the bill from the tax office. Buyer understands that the next tax bill (even though in the name of the Seller) is the responsibility of the Buyer.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof, the terms and conditions contained therein shall merge upon the delivery of the ~~special warranty deed~~.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

\_\_\_\_\_  
Jared J. Caruso-Riecke, Member  
Castine Pointe, LLC

\_\_\_\_\_  
Mitchell Salloum, Jr., President of Hardy Court  
Shopping Center, Inc.

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

\_\_\_\_\_  
Attorney/Agent  
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 & Section 1010.

(200800143 pfd/200600143/33)

**RESIGNATIONS**

Each of the undersigned hereby resigns as a director of M. Salloum Land Company, Inc., a Mississippi corporation (the "Corporation"). In addition, Mitchell Salloum (sometimes referred to as Mitchell Salloum, Jr.) hereby resigns as President of the Corporation, Joseph Salloum hereby resigns as Vice-President of the Corporation, Richard Salloum hereby resigns as Secretary of the Corporation, and each of the undersigned hereby resign from any and all other office(s) which he may hold with respect to the Corporation. All such resignations shall be effective as of this the 10<sup>th</sup> day of May, 2006, but after execution of stock certificates numbered C9 and C10.

10<sup>th</sup> In witness whereof, we have set our signatures as of this the day of May, 2006.

\_\_\_\_\_  
Mitchell Salloum

\_\_\_\_\_  
Richard P. Salloum

\_\_\_\_\_  
Joseph N. Salloum

Noted for the record:

MINUTES OF APRIL 14, 2022  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**LONG BEACH  
FIRE  
DEPARTMENT**

April 14, 2022

Re: Castine Pointe Townhomes

After review, the Fire Department recognizes the required 28' turning radius notated on the plans.

accepted  
 denied

Sincerely,

Tim Darden  
Long Beach Fire Department  
Fire Inspector

After considerable discussion and recommendations from the Long Beach Fire Department, Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried recommending approval of the Sketch Plat application as submitted.

\*\*\*\*\*

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

APPROVED:

\_\_\_\_\_

Chairman Frank Olaiivar

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

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

Tina M. Dahl, Minutes Clerk

**MINUTES OF APRIL 14, 2022  
WORK SESSION  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**PUBLIC INFORMATION  
LONG BEACH, MISSISSIPPI**

**PLANNING AND DEVELOPMENT COMMISSION WORK SESSION:**

**THURSDAY, APRIL 14, 2022, IMMEDIATELY FOLLOWING REGULAR  
SCHEDULED MEETING AT 5:30  
201 JEFF DAVIS AVENUE  
LONG BEACH, MISSISSIPPI 39560**

**- TAX ABATEMENT**

\*\*\*\*\*

Be it remembered that a Work Session before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 14th day of April 2022, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Work Session.

There were present and in attendance on said Commission and at the Work Session the following named persons: Chairman Frank Olaivar, Commissioners Sawyer Walters, William Suthoff, Justin Shaw, Chris Fields, and Marcia Kruse, City Advisor Bill Hessell, Building Official Mike Gundlach, Building Inspector Ryan Ladner, and Minutes Clerk Tina M. Dahl.

Absent the Work Session were Vice Chairman Shawn Barlow, Commissioners Michael Levens and Jennifer Glenn.

\*\*\*\*\*

No action taken.

\*\*\*\*\*

APPROVED:

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

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

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

Tina M. Dahl, Minutes Clerk