

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
SEPTEMBER 9, 2021
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- 100 A North Street, Tax Parcel 0612E-02-026.000, Submitted by Amazing Homes of Mississippi, LLC (owner) and Tanya Darrow (property manager).
2. Short-Term Rental- 808 Magnolia Street, Tax Parcel 0612E-02-088.000, Submitted by Coastal Getaways, LLC (owner) and Tanya Darrow (property manager).
3. Short-Term Rental- 216 East 3rd Street, Tax Parcel 0612B-02-044.001, Submitted by Clairmont Properties (owner) and Stephen Clairmont (property manager).

IV. ANNOUNCEMENTS

V. APPROVE MINUTES

1. August 26, 2021

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

1. Tree Removal- 3015 Sea Oats Drive, Tax Parcel 0611C-01-002.031, Submitted by Charles J. Starita, Jr.
2. Certificate of Resubdivision- 104 Jeff Davis Avenue, Tax Parcels 0612B-03-071.000 and 0612B-03-071.001, Submitted by Safe Guard Family LTD (owner) and Frank Olaivar (agent).
3. Sketch Approval- Tax Parcel, 0611J-01-027.000, Submitted by Summer Grove, LLC.
4. Preliminary Plat Approval- Tax Parcel 0611J-01-027.000, Submitted by Summer Grove, LLC.

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 September 21, 2021.

**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 Barlow read the Opening Statement for the Planning and Development Commission.

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Be it remembered that three (3) 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 9TH day of September 2021, 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 Shawn Barlow, Sawyer Walters, Justin Shaw, Michael Levens, Chris Fields, and Marcia Kruse, Building Official Mike Gundlach and Minutes Clerk Tina M. Dahl.

Absent the Public Hearings were Commissioners Jeff Hansen and Jennifer Glenn, and City Advisor Bill Hessell.

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 the property located at 100 A North Street, Tax Parcel 0612E-02-026.000, Submitted by Amazing Homes of Mississippi, LLC (owner) and Tanya Darrow (property manager), as follows:

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING**

397

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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: 100A North Street Long Beach Tax Parcel # 06125-02-026.000
 (Location of Short-Term Rental)

OWNER'S INFORMATION:
 Property Owner's Name: Amazing Homes of Mississippi, LLC
 Property Owner's Address: 8400 Sunset Cove Drive,
 Property Owner's Mailing Address, if different from above: Fort Worth, TX 76179

Property Owner's Phone No.: (214) 517-2000 City State Zip
 Email Address: amazinghomesms@gmail.com

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

PROPERTY MANAGER INFORMATION:
 Property Manager's Name: Tanya Darrow
 Property Manager's Address: (Must be a local contact)
PO Box 467 Ocean Springs MS 39566
 City State Zip

Property Manager's Phone No.: 28229275 Email Address: tanya@beachyraitor.com

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # listed w/ VRBO
 - Recorded Warranty Deed
 - Parking Rules & Plan
 - Trash Management Plan
 - Copy of Proposed Rental Agreement
 - Proof of Liability Insurance, which included short term rental coverage

- ADDITIONAL INFORMATION:**
- OWNERSHIP: Please provide a recorded warranty deed
 - FEES: \$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 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.

Marilyn Temnikova PRINT NAME Marilyn Temnikova 7-22-21 SIGNATURE DATE

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

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

Building Official Signature: Maria Feldt Date: 9/2/2021
 Fire Inspector Signature: Janethy Darden Date: 8/2/2021

COMMENTS: _____

Date Received: <u>7-28-21</u>
Agenda Date: <u>9-9-21</u>
Amount Due/Paid: <u>200.00</u>
Check #: <u>312</u>

MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
UNOFFICIAL

Our File: B180983



Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
PO Box 4682
Biloxi MS 39535, 228-388-7441

STATE OF MISSISSIPPI
COUNTY OF HARRISON Pt. B1 2, Trautman Subdivision, City of Long Beach, Harrison County, MS
2nd JD.

WARRANTY DEED

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

GUTHRIE-BYRNE PROPERTIES, L.L.C., MISSISSIPPI LIMITED LIABILITY COMPANY,
124 Willow Lane, Pass Christian, MS 39571, 228-452-1554,

does hereby sell, convey and warrant unto

AMAZING HOMES OF MISSISSIPPI, LLC,
8400 Sunset Cove Drive, Fort Worth, TX 76179, 214-517-2000

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

See Attached Exhibit "A"

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

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

UNOFFICIAL

IN WITNESS WHEREOF, Guthrie-Byrne Properties, L.L.C., a Mississippi Limited Liability Company has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 15th day of October, 2018.

Guthrie-Byrne Properties, L.L.C., a Mississippi Limited Liability Company

BY: *Sandy T. Guthrie-Byrne*
Sandy T. Guthrie-Byrne, Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Sandy T. Guthrie-Byrne, who acknowledged that she is the Member of Guthrie-Byrne Properties, L.L.C., a Mississippi Limited Liability Company, and as its act and deed, she signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 15th day of October, 2018.

UNOFFICIAL

Cynthia D. Cuevas
NOTARY PUBLIC

My Commission Expires



MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
UNOFFICIAL

3

EXHIBIT "A"

Parcel 1:

Parcel #0612E-02-026.000:
 A parcel of land situated and being located in a part of Block 2, TRAUTMAN SUBDIVISION, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Commencing at the intersection of westerly margin of Trautman Avenue with northerly margin of North Street, being the southeast corner of Lot 1, Block 2, TRAUTMAN SUBDIVISION, and said point being South 19 degrees 38 minutes East 414.1 feet from the centerline of the L & N Railroad right-of-way; thence run South 70 degrees West 151.2 feet along the southerly line of said Block 2, TRAUTMAN SUBDIVISION, and the northerly margin of North Street to the Point of Beginning; thence continue from said Point of Beginning South 70 degrees West 75.0 feet along the southerly line of said Block 2 and the northerly margin of North Street; thence run North 09 degrees 30 minutes West 177.7 feet; thence run North 70 degrees East 43.7 feet; thence run South 19 degrees 38 minutes East 174.8 feet to the southerly line of said Block 2, TRAUTMAN SUBDIVISION and the northerly margin of North Street and the Point of Beginning.

Parcel 2

UNOFFICIAL

Parcel #0612E-02-026.002:
 A parcel of land situated and being located in a part of Block 2, TRAUTMAN SUBDIVISION, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Commencing at the intersection of the westerly margin of Trautman Avenue with northerly margin of North Street, being the southeast corner of Lot 1, Block 2, TRAUTMAN SUBDIVISION, and said point being South 19 degrees 38 minutes East 414.1 feet from the centerline of the L & N Railroad right-of-way; thence run South 70 degrees West 226.2 feet along the southerly line of said Block 2, TRAUTMAN SUBDIVISION, and the northerly margin of North Street to the Point of Beginning; thence continue from said Point of Beginning South 70 degrees West 75.0 feet along the southerly line of said Block 2 and the northerly margin of North Street to the east boundary of OAK GARDENS SUBDIVISION; thence run North 00 degrees 01 minutes East 186.0 feet along the west line of Block 2, TRAUTMAN SUBDIVISION and the east boundary of OAK GARDENS SUBDIVISION; thence run North 70 degrees East 43.7 feet; thence run South 09 degrees 30 minutes East 177.7 feet to the southerly line of said Block 2, TRAUTMAN SUBDIVISION and the northerly margin of North Street and the Point of Beginning.

UNOFFICIAL

DEPARTMENT OF STATE HEALTH SERVICES
 VITAL STATISTICS UNIT

STATE OF TEXAS CERTIFICATE OF DEATH STATE FILE NUMBER 142-12-171788

NAME: MARY KATE OWENS DATE OF BIRTH: SEPTEMBER 16, 1924 SEX: F RACE: W COLOR OF HAIR: BRN COLOR OF EYES: BLU

PLACE OF BIRTH: DALLAS, TEXAS MARRIAGE: NONE OCCUPATION: UNEMPLOYED

EDUCATION: HIGH SCHOOL RELIGION: METHODIST CAUSE OF DEATH: HEART DISEASE

DATE OF DEATH: SEPTEMBER 16, 2021 PLACE OF DEATH: DALLAS, TEXAS COUNTY: DALLAS

DEATH CERTIFICATE NO. 142-12-171788

UNOFFICIAL

COMPOSITION OF CERTIFICATE

HEART DISEASE

ISSUED

This is a true and correct reproduction of the original record as recorded in this office, issued under authority of Section 191.051, Health and Safety Code.

JHE

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
TRASH AND PARKING RULES/PLAN**

This information will be in a welcome letter sent to the guest PRIOR to their arrival. This information will also be posted in the unit.

Trash: Bring trash cans to the road (only on Sunday evening or early Monday morning). Trash runs Monday morning and cans must be brought in by Monday night per city rule.

Parking: Parking space for 2 cars in front of the building. Do not park on the street.

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 [6] 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 SEPTEMBER 9, 2021
REGULAR MEETING**

401

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.

We DO NOT allow pets.

OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is 6 people including children. No more than 6 people can occupy the home over night. You may have up to 2 additional guests per day. All persons must be registered in the rental party and guest party (if any) for insurance purposes.

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 SEPTEMBER 9, 2021
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 \$Waived 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 SEPTEMBER 9, 2021
REGULAR MEETING**

403

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 managers signature of approval.

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

Sign _____ Date: _____

Drivers License # _____ State: _____

Rental Dates: _____ to _____

Number of Guests in Party: _____

Rental guest registration (Name of all persons staying):

Additional Guests:

Cars: Year, Make, Model, License Plate:



Trash: Place in cans to the left of the parking area. Trash runs Monday Morning.

MINUTES OF SEPTEMBER 9, 2021 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AMERICAN STRATEGIC INSURANCE CORP.
1 ASI WAY
ST. PETERSBURG, FL 33733
Phone: (727) 374-2502



Homeowners Declaration Page

Agents:
PYRON COASTAL INS
734 BIRNVILLE BLVD
OCEAN SPRINGS, MS 39564

Agent Code: 483095
For Policy Service, Call: (228) 762-0537

Total Policy Premium: \$379.60
Policy Number: MSA41902
Plan Type: HOR
Policy Inception: 07/15/2021
Policy Expiration: 07/15/2022

Named Insured:
TANYA DARROW
PO BOX 467
OCEAN SPRINGS, MS 39566-0467

Effective Date of This Transaction: 7/15/2021
Activity of This Transaction: New Business
Residence Premises:
100A NORTH ST
LONG BEACH, MS 39560-5982

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Limits of Liability		Limit	Premium
SECTION I:	C. Personal Property	\$30,000	255.73
	D. Loss of Use	\$12,000	Included
SECTION II:	E. Personal Liability - Each Occurrence	\$300,000	25.00
	F. Medical Payments to Others - Each Person	\$1,000	5.00
OTHER COVERAGES AND ENDORSEMENTS: (Printed on the following pages)			
DEDUCTIBLE:		\$500	

Special Messages: OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY FOR DETAILS
THIS POLICY CONTAINS A FLOOD EXCLUSION.
Flood coverage may be purchased separately from the National Flood Insurance Program, if available in your area.
THIS POLICY CONTAINS AN EARTHQUAKE EXCLUSION.
Contact your agent for information concerning the availability of earthquake coverage.


Countersigned by Authorized Representative St. Petersburg, FL Date: 07/14/2021

ASI HOR MS DEC 12 17 Page 1 of 2

Named Insured(s): TANYA DARROW **Policy Number:** MSA41902

Other Coverages And Endorsements	Form Number	Limit	Premium
Additional Interest	ASI HO AINT 06 15		
Renters Protection Policy	ASI HOR MS 12 19		
Tier Elect Premium			49.42
Household Factor			15.41
Fixed Base Premium			50.00
Paid in Full Discount			-20.96
All Perils Deductible	500	Included	
E-Policy (Paperless)			-10.00
Scheduled Items:			
Category	Description of Property	Value	Premium

Additional Interest:
Amazing Homes of Mississippi
8400 Sunset Cove Dr
Fort Worth, TX 76179
Interest:
Property Manager

Special Conditions:
PLEASE READ YOUR POLICY DOCUMENTS CAREFULLY AS SPECIAL CONDITIONS AND EXCLUSIONS APPLY.
THESE INCLUDE, AMONG OTHERS:
1. LIMITED LIABILITY FOR WATERCRAFT AND RECREATIONAL VEHICLES
2. NO LIABILITY COVERAGE FOR PROHIBITED ANIMALS

Notes:

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

The Clerk reported that thirty (30) 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:

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**.

Property owner, Amazing Homes of Mississippi, LLC, 8400 Sunset Cove Drive, Fort Worth, TX, 76179, and Tanya Darrow, Beachy Bookings, LLC, PO Box 467, Ocean Springs, MS, 39566 (property manager), have filed an application for a Short-Term Rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Short Term Rentals-Residential (Ordinance 622). The location of the requested Short-Term Rental is 100 A North Street, Long Beach, MS, 39560, Tax Parcel 0612E-02-026.000. The legal description is as follows:

BEG 414.1 FT S OF INTER CTR LN OF L&N RR & W R/W TRAUTMAN AVE S 70 DGW 151 FT TO POB S 70 DG W 75 FT N 9DG W 177.7 FT N 70 DG E 42.5 FT S 19 DG E 174 FT TO POB PT OF LOTS 7-9 INC & 50 FT PCL LYING N OF SAIDLOTS BLK 2 TRAUTMAN SUBD IN SW 1/4 SEC 14-8-12

A Public Hearing to consider the above Variance will be held in the City of Long Beach, Mississippi 39560, Thursday, September 9, 2021, 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

MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Madigan, Dennis A and Alison R
PO Box 53
Long Beach, MS 39560

Gipson, Martha
215 Boggs Circle
Long Beach, MS 39560

Baylot, James T and Tommie T -Trust-
160 Lakewood Road
Vicksburg, MS 39180

Holmes, Lorie S
102 Trautman Avenue
Long Beach, MS 39560

Harper, Tony Edward and Belinda C
100 Trautman Avenue
Long Beach, MS 39560

Owen, Leslie Ann Hartley and James G
105 Oak Gardens Avenue
Long Beach, MS 39560

Cade, Ruby E
106 Oak Gardens Avenue
Long Beach, MS 39560

Storey, John Edward III -Estate-
101 Carroll Avenue
Long Beach, MS 39560

Atkinson, Julious G Jr
108 Oak Gardens Avenue
Long Beach, MS 39560

Adams, Michael E and Karen L
110 Oak Gardens Avenue
Long Beach, MS 39560

Sylvia, John and Lisa
107 Oak Gardens Avenue
Long Beach, MS 39560

Wamboli, Donald R -L/E-
109 Oak Gardens Avenue
Long Beach, MS 39560

Bittner, Donald J
111 Oak Gardens Avenue
Long Beach, MS 39560

Atchison, Jerry Lee
115 Oak Gardens Avenue
Long Beach, MS 39560

McElveen, Michael A Sr and Barbara
117 Oak Gardens Avenue
Long Beach, MS 39560

Carr, Brian T
4636 Sanford Street #100
Metairie, LA 70006

Karpinsky, Polly
122 West Avenue
Long Beach, MS 39560

Welch, Charles Robert and Terry Jane
103 Dover Way
Vicksburg, MS 39180

Rogers, Ana I Alves
100 Pass Road
Gulfport, MS 39507

Martin, Rodney D and Menasco,
Melinda F
123 West Avenue
Long Beach, MS 39560

Buckley, John Bishop III
210 Trautman Avenue
Long Beach, MS 39560

Labat, Leopold P.
908 Catherine Street
Long Beach, MS 39560

Johnson, Ennis L and Ann H
27176 West Dubuisson Road
Pass Christian, MS 39571

Smith, David F
309 Queen Victoria Way
Knoxville, TN 37934

M&M Rentals, LLC
613 Parkwood Drive
Pass Christian, MS 39571

Pierre, Marissa S
125 Trautman Avenue
Long Beach, MS 39560

Carrubba, Michael -T-
618 West Railroad Street
Long Beach, MS 39560

Chan, Biteng Li
610 West Railroad Street
Long Beach, MS 39560

Shaver, Sandra A
9740 Pokai Street
Diamondhead, MS 39525

Thomas, Shelia A and Gatian, Neal ETAL
5061 Mitchell Road
Long Beach, MS 39560

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, TINA M DAHL, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning 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 Feet (200'), excluding public right of ways, 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 August 16, 2021, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 30 (thirty) property owners within Two Hundred Feet (200'), excluding public right of ways, of, Tax Parcel 0612E-02-026.000, notifying them that a Public Hearing will be held, September 9, 2021, to consider an application for a Short-Term Rental.

Given under my hand this the 16th day of August 2021,

Stacey Dahl
STACEY DAHL, AFFIRANT

SWORN TO AND SUBSCRIBED before me on this the 16th day of August 2021.

Kini Gonsoulin
NOTARY PUBLIC

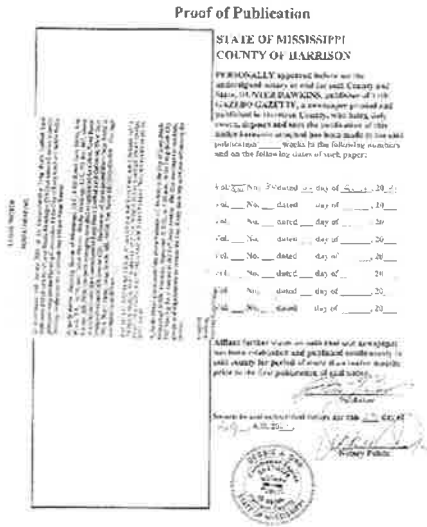
-My Commission Expires-



**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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:



Commission Chairman Olaivar asked for anyone speaking in favor or opposition of the request and no one came forward.

Commissioner Walters made motion, seconded by Commissioner Levens 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 the property located at 808 Magnolia Street, Tax Parcel 0612E-02-088.000, Submitted by Coastal Getaways, LLC (owner) and Tanya Darrow (property manager), as follows:

MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

PROPERTY INFORMATION:
ADDRESS: 802 Magnolia Street, Long Beach, MS 39560 Tax Parcel # CUIAE 02-032.000
(Location of Short-Term Rental)

OWNER'S INFORMATION:
Property Owner's Name: Coastal Getaways LLC Lynette Burns
Property Owner's Address: 5320 Hwy. 57 East, Saulsbury, TN 38067
Property Owner's Mailing Address, if different from above:
Same as above

Property Owner's Phone No. 901-359-5524 Email Address: lburns312@gmail.com

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

PROPERTY MANAGER INFORMATION:
Property Manager's Name: Tanya Darrow Beachy Bookings LLC
Property Manager's Address: (Must be a local contact)
P.O. Box 467 Ocean Springs MS 39566
Property Manager's Phone No. 662-224-2275 Email Address: tanya@beachyrealtor.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # listed w/ VRBO
- Recorded Warranty Deed ✓
- Parking Rules & Plan ✓
- Trash Management Plan ✓
- Copy of Proposed Rental Agreement ✓
- Proof of Liability Insurance, which included short term rental coverage ✓

ADDITIONAL INFORMATION:

- OWNERSHIP: Please provide a recorded warranty deed
- FEES: \$200, non-refundable 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 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.

Lynette Burns PRINT NAME *Lynette Burns* SIGNATURE July 20, 2021 DATE

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: 8	Maximum Vehicles allowed: 3	Number of bedrooms: 3	Number of people home can accommodate: 8
----------------------	-----------------------------	-----------------------	--

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: *Jeremy Darda* Date: 8/2/2021

COMMENTS:

Date Received: 7-28-21
Agenda Date: 9-9-21
Amount Due/Paid: 200.00
Check #: 312

409

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



2021



1st Judicial District
Instrument 2021 4428 D -J1
Filed/Recorded 4/ 2/2021 12:29 N
Total Fees \$ 26.00
3 Pages Recorded

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

Grantor:
Donna Lynn Gregory
6221 North Shore Drive
Baton Rouge, LA 70817
(225) 413-7395

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

Grantee:
Coastal Getaways, LLC,
a Mississippi limited liability company
5280 Hwy 57
Saulsbery, TN 38067
(901) 277-3520

File No. Z219549N

INDEXING INSTRUCTIONS: Pt of Long Beach Section Block 21, 1st JD, Harrison
County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Donna Lynn Gregory**, do hereby sell, convey and warrant unto **Coastal Getaways, LLC, a Mississippi limited liability company**, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to Donna Lynn Gregory, by Executrix's Deed recorded as Instrument No. 2018-1539-D-J1, Land Deed Records of Harrison County, Mississippi.

Exhibit "A"

Legal Description

A parcel of land described as being located in Section 14, Township 8 South, Range 12 West, in the City of Long Beach, Mississippi, and more particularly described as follows, to-wit:

Commencing on the North margin of Magnolia Street in the City of Long Beach at the Southwest corner of Carroll Subdivision and run thence Westly along the North margin of Magnolia Street a distance of 79.7 feet to the point of beginning. From said point of beginning, run thence North a distance of 197.7 feet; thence West a distance of 74.5 feet; thence South a distance of 225.4 feet, more or less, to the North margin of Magnolia Street; run thence Northeasterly along the North margin of Magnolia Street a distance of 79.7 feet, more or less, to the point of beginning.

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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 [6] 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.

411

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
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 RENAL 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.

We DO NOT allow pets.

OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is 6 people including children. No more than 6 people can occupy the home over night. You may have up to 2 additional guests per day. All persons must be registered in the rental party and guest party (if any) for insurance purposes.

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 SEPTEMBER 9, 2021
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 \$Waived 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 SEPTEMBER 9, 2021
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 managers signature of approval.

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

Sign _____ Date: _____

Drivers License # _____ State: _____

Rental Dates: _____ to _____

Number of Guests in Party: _____

Rental guest registration (Name of all persons staying):

Additional Guests:

Cars: Year, Make, Model, License Plate:



Trash: Place in cans to the left of the parking area. Trash runs Monday Morning.


**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Palomar Specialty Insurance Company

PO Box 357965, Gainesville, FL 32635
Phone: 352-224-2820

D-BILL: COASTAL GETAWAYS
NEW POLICY

PAGE: 1

CABRILLO COASTAL GENERAL INS AGENCY PO BOX 357965 GAINESVILLE, FL 32635-7965	PRODUCER: 759835 (228) 875-0008 PYRON COASTAL INSURANCE 734 BIENVILLE BLVD OCEAN SPRINGS, MS 39564-2843																																												
NAMED INSURED COASTAL GETAWAYS LYNETTE BURNS 5280 HWY 57 SAULSBURY, TN 38067	LOCATION OF RESIDENCE PREMISES (if different from insured address) 808 MAGNOLIA ST LONG BEACH, MS 39560 COUNTY: HARRISON																																												
POLICY NO: MSD0000490 Policy Period: 6/30/2021 to 6/30/2022																																													
DWELLING DECLARATIONS 12:01 A.M. Standard Time at the Address of the Named Insured as Stated Herein.																																													
Mortgagee: Loan Nbr: 2nd Mortgagee: Loan Nbr:																																													
TENANT OC Construction: 1966/MAS VEN Terr: 701 Units/Families: 1 Class: P Program: DP3 DWELL																																													
COVERAGES AND LIMIT OF LIABILITY: COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE																																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">PROPERTY COVERAGES</th> <th style="text-align: left;">LIMIT OF LIABILITY</th> <th style="text-align: left;">PERILS INSURED AGAINST</th> <th style="text-align: left;">PREMIUM</th> </tr> </thead> <tbody> <tr> <td>A. DWELLING</td> <td>\$255000</td> <td>FIRE</td> <td>\$407.00</td> </tr> <tr> <td>B. OTHER STRUCTURES</td> <td>\$5100</td> <td>EXTENDED COVERAGE</td> <td>\$273.00</td> </tr> <tr> <td>C. PERSONAL PROPERTY</td> <td>\$30000</td> <td>HURRICANE</td> <td>\$1503.00</td> </tr> <tr> <td>D. FAIR RENTAL VALUE</td> <td>\$25500</td> <td>LIABILITY</td> <td>\$100.00</td> </tr> <tr> <td></td> <td></td> <td>OTHER</td> <td>\$130.00</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL PREMIUM</td> <td>\$2413.00</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL POLICY</td> <td>\$2413.00</td> </tr> </tbody> </table>	PROPERTY COVERAGES	LIMIT OF LIABILITY	PERILS INSURED AGAINST	PREMIUM	A. DWELLING	\$255000	FIRE	\$407.00	B. OTHER STRUCTURES	\$5100	EXTENDED COVERAGE	\$273.00	C. PERSONAL PROPERTY	\$30000	HURRICANE	\$1503.00	D. FAIR RENTAL VALUE	\$25500	LIABILITY	\$100.00			OTHER	\$130.00	TOTAL PREMIUM			\$2413.00	TOTAL POLICY			\$2413.00													
PROPERTY COVERAGES	LIMIT OF LIABILITY	PERILS INSURED AGAINST	PREMIUM																																										
A. DWELLING	\$255000	FIRE	\$407.00																																										
B. OTHER STRUCTURES	\$5100	EXTENDED COVERAGE	\$273.00																																										
C. PERSONAL PROPERTY	\$30000	HURRICANE	\$1503.00																																										
D. FAIR RENTAL VALUE	\$25500	LIABILITY	\$100.00																																										
		OTHER	\$130.00																																										
TOTAL PREMIUM			\$2413.00																																										
TOTAL POLICY			\$2413.00																																										
FOR LOSS UNDER SECTION I, WE COVER ONLY THAT PART OF LOSS OVER THE DEDUCTIBLE STATED: WINDSTORM OR HAIL DEDUCTIBLE IS 2% = \$5,100 ALL OTHER PERILS DEDUCTIBLE IS \$1,000																																													
POLICY SUBJECT TO THE FOLLOWING SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS:																																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>FORM NO</th> <th>EDITION</th> <th>DESCRIPTION</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>SHPN-35</td> <td>5/18</td> <td>PRIVACY NOTICE</td> <td></td> </tr> <tr> <td>CCD 422</td> <td>5/17</td> <td>POLICY JACKET</td> <td></td> </tr> <tr> <td>DP 00 03</td> <td>12/02</td> <td>DWELLING - SPEC FORM</td> <td></td> </tr> <tr> <td>CCD 17WEPW</td> <td>5/17</td> <td>WIND EXT PAINT EXCL</td> <td></td> </tr> <tr> <td>CCH 16OL10</td> <td>6/16</td> <td>ORDINANCE OR LAW-10%</td> <td>10%</td> </tr> <tr> <td>CCD 17 WBS</td> <td>5/17</td> <td>WATER BACKUP</td> <td>\$5000</td> </tr> <tr> <td>CCD 17 STR</td> <td>5/17</td> <td>SHORT TERM RENTAL</td> <td></td> </tr> <tr> <td>HO 04 90</td> <td>10/00</td> <td>CORPORATE OWNED PROP</td> <td></td> </tr> <tr> <td>DL 24 01</td> <td>12/02</td> <td>PERS PROP REPL COST</td> <td></td> </tr> <tr> <td></td> <td></td> <td>PERSONAL LIABILITY</td> <td>\$300000</td> </tr> </tbody> </table>	FORM NO	EDITION	DESCRIPTION	LIMITS	SHPN-35	5/18	PRIVACY NOTICE		CCD 422	5/17	POLICY JACKET		DP 00 03	12/02	DWELLING - SPEC FORM		CCD 17WEPW	5/17	WIND EXT PAINT EXCL		CCH 16OL10	6/16	ORDINANCE OR LAW-10%	10%	CCD 17 WBS	5/17	WATER BACKUP	\$5000	CCD 17 STR	5/17	SHORT TERM RENTAL		HO 04 90	10/00	CORPORATE OWNED PROP		DL 24 01	12/02	PERS PROP REPL COST				PERSONAL LIABILITY	\$300000	
FORM NO	EDITION	DESCRIPTION	LIMITS																																										
SHPN-35	5/18	PRIVACY NOTICE																																											
CCD 422	5/17	POLICY JACKET																																											
DP 00 03	12/02	DWELLING - SPEC FORM																																											
CCD 17WEPW	5/17	WIND EXT PAINT EXCL																																											
CCH 16OL10	6/16	ORDINANCE OR LAW-10%	10%																																										
CCD 17 WBS	5/17	WATER BACKUP	\$5000																																										
CCD 17 STR	5/17	SHORT TERM RENTAL																																											
HO 04 90	10/00	CORPORATE OWNED PROP																																											
DL 24 01	12/02	PERS PROP REPL COST																																											
		PERSONAL LIABILITY	\$300000																																										
* CONTINUED *																																													
Date Issued: 07/26/21	Countersigned by:  Authorized Representative																																												

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Palomar Specialty Insurance Company

PO Box 357965, Gainesville, FL 32635
Phone: 352-224-2820

D-BILL: COASTAL GETAWAYS
ADDITIONAL INFORMATION

PAGE: 2

CABRILLO COASTAL GENERAL INS AGENCY PO BOX 357965 GAINESVILLE, FL 32635-7965		PRODUCER: 759835 (228) 875-0008 PYRON COASTAL INSURANCE 734 BIENVILLE BLVD OCEAN SPRINGS, MS 39564-2843	
NAMED INSURED COASTAL GETAWAYS LYNETTE BURNS 5280 HWY 57 SAULSBURY, TN 38067		LOCATION OF RESIDENCE PREMISES (if different from Insured address) 808 MAGNOLIA ST LONG BEACH, MS 39560 COUNTY: HARRISON	
POLICY NO: MSD0000490		Policy Period: 6/30/2021 to 6/30/2022	
DWELLING DECLARATIONS 12:01 A.M. Standard Time at the Address of the Named Insured as Stated Herein.			
Mortgagee:	Loan Nbr:	2nd Mortgagee:	Loan Nbr:
TENANT OC Units/Families: 1	Construction: 1966/MAS VEN Class: P	Program: DP3 DWELL	Terr: 701
POLICY SUBJECT TO THE FOLLOWING SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS:			
FORM NO	EDITION	DESCRIPTION	LIMITS
CCD 13 PL	5/17	MEDICAL PAYMENTS	\$5000
CCD MS SPL	5/17	PREMISES LIABILITY	
CCD 17WHPD	5/17	SPEC PROVISIONS-LIAB	
		WINDSTORM HAIL DED	
		HIP ROOF DISCOUNT	
CCD 17 LFL	5/17	FUNGI ROT BAC LIAB	\$10000
		INTERIOR INSP CREDIT	
CCD MS OC	5/17	COVERAGE CHECKLIST	
CCH 13 DRB	1/14	INS SCORE DISCLOSURE	
CCD HDC	5/17	NO HOME DAY CARE COV	
CCD MS SP	5/17	SPEC PROVISIONS - MS	
CCD 17 LF	5/17	LTD FUNGI, MOLD, ETC	
CCD 17 SAE	5/17	STD AMENDATORY END	
CCHHOMSIIR	6/16	FLOOD/EARTHQUAKE NTC	
CCHHOMSPBR	6/16	BILL OF RIGHTS	
IL P 001	1/04	OFAC ADVISORY	
SHI DF RPI	6/16	RENTER POLICY INCNTV	
** IMPORTANT **	THE LIMIT OF LIABILITY FOR THIS STRUCTURE (COVERAGE A) IS BASED ON AN ESTIMATE OF THE COST TO REBUILD YOUR HOME, INCLUDING AN APPROXIMATE COST FOR LABOR AND MATERIALS IN YOUR AREA, AND SPECIFIC INFORMATION THAT YOU HAVE PROVIDED ABOUT YOUR HOME.		
Date Issued: 07/26/21		* CONTINUED *	
		Countersigned by: Authorized Representative	


**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Palomar Specialty Insurance Company

PO Box 357965, Gainesville, FL 32635
Phone: 352-224-2820

D-BILL: COASTAL GETAWAYS
ADDITIONAL INFORMATION

PAGE: 3

CABRILLO COASTAL GENERAL INS AGENCY PO BOX 357965 GAINESVILLE, FL 32635-7965		PRODUCER: 759835 (228) 875-0008 PYRON COASTAL INSURANCE 734 BIENVILLE BLVD OCEAN SPRINGS, MS 39564-2843	
NAMED INSURED COASTAL GETAWAYS LYNETTE BURNS 5280 HWY 57 SAULSBURY, TN 38067		LOCATION OF RESIDENCE PREMISES (if different from insured address) 808 MAGNOLIA ST LONG BEACH, MS 39560 COUNTY: HARRISON	
POLICY NO: MSD0000490		Policy Period: 6/30/2021 to 6/30/2022	
DWELLING DECLARATIONS 12:01 A.M. Standard Time at the Address of the Named Insured as Stated Herein.			
Mortgagee:	Loan Nbr:	2nd Mortgagee:	Loan Nbr:
TENANT OC Units/Families: 1		Construction: 1966/MAS VEN Class: P	Terr: 701 Program: DP3 DWELL
<p>FRAUD STATEMENT: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SUBJECTS THE PERSON TO CRIMINAL & CIVIL PENALTIES</p> <p>** IMPORTANT ** THIS POLICY CONTAINS A FLOOD EXCLUSION. FLOOD COVERAGE MAY BE PURCHASED SEPARATELY FROM THE NATIONAL FLOOD INSURANCE PROGRAM, IF AVAILABLE IN YOUR AREA.</p> <p>** IMPORTANT ** THIS POLICY CONTAINS AN EARTHQUAKE EXCLUSION. CONTACT YOUR AGENT FOR INFORMATION CONCERNING THE AVAILABILITY OF EARTHQUAKE COVERAGE.</p> <p>** IMPORTANT ** THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR WINDSTORM OR HAIL LOSSES WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.</p>			
Date Issued: 07/26/21		* END OF POLICY DECLARATIONS *	
		Countersigned by:  Authorized Representative	

The Clerk reported that twenty-five (25) 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 SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
City of Long Beach

417



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**.

Property owner, Coastal Getaways, LLC, Lynette Burns, 5280 Hwy 57 East, Saulsbury, TN, 38067, and Tanya Darrow, Beachy Bookings, LLC, PO Box 467, Ocean Springs, MS, 39566 (property manager), have filed an application for a Short-Term Rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Short Term Rentals-Residential (Ordinance 622). The location of the requested Short-Term Rental is 808 Magnolia Street, Long Beach, MS, 39560, Tax Parcel 0612E-02-088.000. The legal description is as follows:

BEG ON N MARGIN OF MAGNOLIA ST AT SW COR OF CARROLL SUBD & RUN W ALONG N MARGIN OF ST 79.7 FT TO BEG N 197.7 FT M OR L W 74.5 FT S 225.4 FT E 79.7 FT TO BEG LOT 53 H-S-H SURVEY SEC 14-8-12

A Public Hearing to consider the above Variance will be held in the City of Long Beach, Mississippi 39560, Thursday, September 9, 2021, 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

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

AVERY

5160

Wilson, Ronald T and Sherry J
806 Magnolia Street
Long Beach, MS 39560

Easy Peel Address Labels
Eliminating time to remove Pop-Up Edge

Pierce, Timothy
805 Magnolia Street
Long Beach, MS 39560

Go to avery.com/templates
Use Avery, Font and Size

Lanoue, Mark A and K Lisa Ladner
3150 Birch Place
Springdale, AR 72762

Hester, Patsy Edwards Living Trust
120 Carroll Avenue
Long Beach, MS 39560

Brandau, Jack H and Nancy P
PO Box 1073
Long Beach, MS 39560

Kenyon Homes Holding LLC
4851 Falcon Drive
Frederick, CO 80504

Ballard, Racheal G and Christopher
111 Olson Avenue
Long Beach, MS 39560

Leiker, Scott Leslie
113 Olson Avenue
Long Beach, MS 39560

Bryant, Durlon Reed and Megan E
115 Olson Avenue
Long Beach, MS 39560

Croal, Edward C Jr and Cynthia R
117 Olson Avenue
Long Beach, MS 39560

Shook, Jamie
119 Olson Avenue
Long Beach, MS 39560

Hutchins, Joan -L/E-
810 Magnolia Street
Long Beach, MS 39560

Leitschuh, Roger and Wendy
3327 Taylorwood Lane
Spring Hill, TN 37174

Bell, Gretchen Drew -L/E-
816 Magnolia Street
Long Beach, MS 39560

Daniels, Oscar and Pamela and Glass JP
116 Olson Avenue
Long Beach, MS 39560

Cloud, James R and Tressa ETAL
114 Olson Avenue
Long Beach, MS 39560

Elsamaloty, Mohamed
112 Olson Avenue
Long Beach, MS 39560

Viger, Marilyn N
121A Cross Creek Drive
Slidell, LA 70461

Heidelberg, Charles H JR
607 Parkwood Drive
Long Beach, MS 39560

Stamps, Ann Moore
811 Magnolia Street
Long Beach, MS 39560

Watson, Freda J
815 Magnolia Street
Long Beach, MS 39560

Runnels, Inez W -EST-
c/o Ina Dale Runnels
378 Highland Golf Drive
Flat Rock, NC 28731

Bass, Susan A and Barry Steven
8251 Jennifer Lane
Long Beach, MS 39560

McElroy, Lorna K
807 Magnolia Street
Long Beach, MS 39560

Pierce, Timothy L and Tina M
305 Magnolia Street
Long Beach, MS 39560

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, HANA M DAHL, 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 Feet (200'), excluding public right of ways, 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 August 16, 2021, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 25 (twenty-five) property owners within Two Hundred Feet (200'), excluding public right of ways, of, Tax Parcel 0612F-02-088.000, notifying them that a Public Hearing will be held, September 9, 2021, to consider an application for a Short-Term Rental.

Given under my hand this the 16th day of August 2021.

STACEY DAHL, AFFIAN

SWORN TO AND SUBSCRIBED before me on this the 16th day of August 2021.

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

<p>LEGAL NOTICE PUBLIC HEARING</p> <p>In accordance with Article XIX of the Constitution, Long Beach, Clarified Land Ordinance 598 of the City of Long Beach, Mississippi, the undersigned hereby certify that the Planning Commission for the City of Long Beach will hold a public hearing for the purpose of considering a Short-Term Rental.</p> <p>Property owner: Coastal Outcrops, LLC, Lyntia Adams, 5700 Hwy 47 East, Oshtemo, TN, 38657, and Traysa Dutton, Dotsey Bookings, LLC, PO Box 407, Oshtemo, Mississippi, 38657. The subject property is located at the intersection of Highway 47 and Highway 623. The subject property is located at 109 Magnolia Street, Long Beach, MS, 38646. The parcel number is 0612F-02-088.000. The legal description is as follows:</p> <p>W/1/4 OF PARCELS OF MAP 620 OF THE 2006 ZONING MAP OF HARRISON COUNTY, MISSISSIPPI, AS SHOWN ON THE MAP OF HARRISON COUNTY, MISSISSIPPI, IN THE 1/4 SECTION 16, T27N, R17E, E27, 21710102.</p> <p>A Public Hearing to consider the above-mentioned will be held in the City of Long Beach, Harrison County, Mississippi, on September 9, 2021, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 1/2 North Main Street, Long Beach, Mississippi. All interested parties and organizations are invited to attend and to present their comments and petitions.</p> <p>If signed by the undersigned, this notice shall be published in the City of Long Beach, Mississippi, in a newspaper of general circulation in the City of Long Beach, Mississippi, for a period of at least two (2) weeks prior to the date of the hearing.</p>	<p>STATE OF MISSISSIPPI COUNTY OF HARRISON</p> <p>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:</p> <p>Vol. <u>XVI</u> No. <u>34</u> dated <u>20</u> day of <u>August</u>, 20<u>21</u></p> <p>Vol. ___ No. ___ dated ___ day of ___, 20__</p> <p>Vol. ___ No. ___ dated ___ day of ___, 20__</p> <p>Vol. ___ No. ___ dated ___ day of ___, 20__</p> <p>Vol. ___ No. ___ dated ___ day of ___, 20__</p> <p>Vol. ___ No. ___ dated ___ day of ___, 20__</p> <p>Vol. ___ No. ___ dated ___ day of ___, 20__</p> <p>Vol. ___ No. ___ dated ___ day of ___, 20__</p> <p>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.</p> <p align="right"> Publisher</p> <p>Sworn to and subscribed before me this <u>23</u> day of <u>Aug</u>, A.D. 20<u>21</u>.</p> <p align="right"> Notary Public</p> <p align="center"></p>
--	---

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

Jo Wilson, 806 Magnolia Street, spoke against the application for short-term rental stating she shares a driveway with this home and the renters do not respect her property. She also stated that the owners of 808 Magnolia Street have been renting the house without a permit and their house keepers are not properly taking care of the trash cans. She stated that tenants are loud and she moved to Long Beach to live in a safe neighborhood and she now feels vulnerable. She stated that her neighborhood is at least 25% short-term rentals.

Shannon, 4017 Lake Villa Drive, Metairie, LA, 70002, spoke stating that her and her family are currently renting the property for more than 30 days. They have evacuated from Hurricane Ida and appreciate being able to stay in a home with towels, fully equipped kitchen and laundry detergent. She stated that her family has been harassed and have been forced to call the police to file a report since staying at the home. She stated short-term rentals are appreciated in times like these.

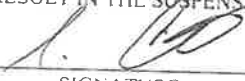
Commissioner Walters made motion, seconded by Commissioner Fields and unanimously carried to close the Public Hearing.

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

The third public hearing to consider a Short-Term Rental for property located at 216 East 3rd Street, Tax Parcel 0612B-02-044.001, Submitted by Clairmont Properties (owner) and Stephen Clairmont (property manager), as follows:

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

421

CITY OF LONG BEACH, MISSISSIPPI APPLICATION FOR SHORT-TERM RENTAL							
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560					
PROPERTY INFORMATION:							
ADDRESS: <u>216 E 3rd Street Long Beach Ms</u>		Tax Parcel # <u>0612B-02-044.001</u>					
(Location of Short-Term Rental)							
OWNER'S INFORMATION:							
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					
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?							
PROPERTY MANAGER INFORMATION:							
Property Manager's Name: <u>Stephen Clairmont</u>							
Property Manager's Address: (Must be a local contact)							
<u>216 East 3rd Street</u>	<u>Long Beach</u> City	<u>Ms</u> State, <u>39560</u> Zip					
Property Manager's Phone No: <u>601-433-9122</u> Email Address: <u>Stephen@clairmontandco.com</u>							
PLEASE PROVIDE THE FOLLOWING:							
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>listed w/ VRBO</u> • Recorded Warranty Deed <input checked="" type="checkbox"/> • Parking Rules & Plan <input checked="" type="checkbox"/> • Trash Management Plan <input checked="" type="checkbox"/> • Copy of Proposed Rental Agreement <input checked="" type="checkbox"/> • Proof of Liability Insurance, which included short term rental coverage 							
ADDITIONAL INFORMATION:							
<ul style="list-style-type: none"> • OWNERSHIP: Please provide a recorded warranty deed. • FEES: \$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 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.							
<u>Stephen Clairmont</u>		<u>6-3-2021</u>					
PRINT NAME	SIGNATURE	DATE					
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>2</u>	Number of people home can accommodate: <u>6</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature: _____ Date: _____ Fire Inspector Signature: <u>Jonathan Oaks</u> Date: <u>8/2/2021</u> COMMENTS: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Date Received: <u>7-28-21</u></td> </tr> <tr> <td>Agenda Date: <u>9-9-21</u></td> </tr> <tr> <td>Amount Due/Paid: <u>20.0</u></td> </tr> <tr> <td>Check #: <u>312</u></td> </tr> </table>				Date Received: <u>7-28-21</u>	Agenda Date: <u>9-9-21</u>	Amount Due/Paid: <u>20.0</u>	Check #: <u>312</u>
Date Received: <u>7-28-21</u>							
Agenda Date: <u>9-9-21</u>							
Amount Due/Paid: <u>20.0</u>							
Check #: <u>312</u>							

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING**

423

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 of Mississippi. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument.

**CHECK-IN TIME is AFTER 4 P.M. CST AND CHECKOUT is AT 10 A.M. CST.
There is no early check in or late check out.**

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

We DO NOT allow pets.

OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is 6 people including children. No more than 6 people can occupy the home over night. You may have up to 2 additional guests per day. All persons must be registered in the rental party and guest party (if any) for insurance purposes.

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.



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 \$Waived 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 SEPTEMBER 9, 2021
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 managers signature of approval.

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

Sign _____ Date: _____

Drivers License # _____ State: _____

Rental Dates: _____ to _____

Number of Guests in Party: _____

Rental guest registration (Name of all persons staying):

Blank lines for rental guest registration names.

Additional Guests:

Blank line for additional guests.

Cars: Year, Make, Model, License Plate:

Blank line for car information.



Trash: Place in cans to the left of the parking area. Trash runs Monday Morning.

Wed Jul 21 16:11:15 CDT 2021



SHELTER INSURANCE COMPANIES

HOMEOWNERS EVIDENCE OF INSURANCE AS OF 07/21/2021

NAME AND ADDRESS OF NAMED INSURED: CLAIRMONT, STEPHEN AND ANGELA 452 FRONT ST LAUREL, MS 39440-3902

AGENT: CHUCK MAY AGENCY LLC 2007 HIGHWAY 15 N LAUREL, MS 39440-1838 (601) 428-0815 AGENT NUMBER 23-B456-64

Policy Number: 23-71-9057060-2 Effective Date: 07/02/2021, 12:01 AM Central Time Expiration Date: 07/02/2022, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 216 E THIRD ST LONG BEACH, MS 39560 THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Table with columns for Section I (A. DWELLING, B. OTHER STRUCTURES, C. PERSONAL PROPERTY, D. ADDITIONAL LIVING EXPENSE) and Section II (E. PERSONAL LIAB, F. MEDICAL PYMT TO OTHERS PER PERSON). Includes limits of liability and premium amount of \$2,033.00.

DISCOUNTS REFLECTED IN THE PREMIUM: Companion Policy, Protective Device

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

Table listing endorsements: B-351.5-B (Limit 25000), B-102-B (Limit 15000), Other Structures (Section I Only), Drainage System Endorsement.

ANY LOSS BY PERILS INSURED AGAINST UNDER SECTION I OF THIS POLICY IS SUBJECT TO A DEDUCTIBLE AMOUNT OF \$1500

TERM 12 MONTHS ZONE CODE 006 PROTECTION CLASS 5 TIER 1000

1ST MORTGAGEE CITIZENS BANK PO BOX 232 COLUMBIA, MS 39429-0232

AGENT 23-B456-64

B-750-B

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING**

425

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

The Clerk reported that thirty-five (35) 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:

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**.

Property owner, Clairmont Properties, 452 Front Street, Laurel, MS, 39440 (owner), and Stephen Clairmont, 216 East 3rd Street, Long Beach, MS, 39560 (property manager), have filed an application for a Short-Term Rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Short Term Rentals-Residential (Ordinance 622). The location of the requested Short-Term Rental is 216 East 3rd Street, Long Beach, MS, 39560, Tax Parcel 0612B-02-044.001. The legal description is as follows:

BEG AT SW COR OF LOT 9 BLK 7 ORIG LONG BEACH N 20 DGS W 106 4 FT S 69DGS W 37 FT N 20 DGS W 42.2 FT S 68DGS W 78.8 FT TO NW COR LOT 10 BLK 7 S 28 DGS E 150 FT TO N MAR E THIRD ST ALONG MAR 96 FT TO POB BEING PART OF LOTS 9 AND 10 BLK 7 ORIG LONG BEACH

A Public Hearing to consider the above Variance will be held in the City of Long Beach, Mississippi 39560, Thursday, September 9, 2021, 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

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Scott, Hazel and Patrick
218 East 3rd Street
Long Beach, MS 39560

Boone, Pam
59 Parish Road
Perkinston, MS 39573

Derowen, Sean S & Juanita L
23524 Stablewood Circle
Pass Christian, MS 39571

McKenzie, Kristopher W
207 South Cleveland Avenue
Long Beach, MS 39560

Rhodes, Jason Leonard
205 South Cleveland Avenue
Long Beach, MS 39560

Schultes, William G
8929 Little River Tnpk
Fairfax, VA 22031

Guillot, Carlton Keith Jr
124 Yucca Drive
Long Beach, MS 39560

Hammer, John and Mija Kang & Helen
302 East 2nd Street
Long Beach, MS 39560

Donlin, Bernie and Elizabeth
306 East 2nd Street
Long Beach, MS 39560

Poillion, Alrie
234 East 2nd Street
Long Beach, MS 39560

Poillion, Marice -Estate-
230 East 2nd Street
Long Beach, MS 39560

Satchfield, Danny F
228 East 2nd Street
Long Beach, MS

Herodes, Jerrod C and Mary Ann F
214 East 2nd Street
Long Beach, MS 39560

Wetzel, Tonya
212 East 2nd Street
Long Beach, MS 39560

Long Beach Church of Nazarene
206 South Cleveland Avenue
Long Beach, MS 39560

Marshall, John P
229 East 2nd Street
Long Beach, MS 39560

Kreher, Mark Emery
215 East 2nd Street
Long Beach, MS 39560

Dentino, Royce S and Jennifer L
213 East 2nd Street
Long Beach, MS 39560

McMurphy, April Marie
211 East 2nd Street
Long Beach, MS 39560

Cruz, Mayra J
214 East 3rd Street
Long Beach, MS 39560

Scott, Patrick A and Donna L
PO Box 743
Long Beach, MS 39560

SST Properties, LLC
467 Cove Drive
Biloxi, MS 39531

Mason, Kimberly
PO Box 1023
Long Beach, MS 39560

Mundstock, John M
208 East 3 Street
Long Beach, MS 39560

Hare, Dale Alan
120 Olson Avenue
Long Beach, MS 39560

Heidingsfelder, Vicki W -Trustee-
211 East 3rd Street
Long Beach, MS 39560

Murray, Holly K
213 East 3rd Street
Long Beach, MS 39560

Arnold, Paul
3849 Oxford Street
Slidell, LA 70458

Reynolds, Logan Lloyd and Melissa Smit
217 East 3rd Street
Long Beach, MS 39560

Derouren, Sean S and Juanita L
24581 Oak Island Drive
Pass Christian, MS 39571

Brewer, Delmas Oscar Jr
260 East 4th Street
Long Beach, MS 39560

Tenorio, Eric P and Allison J
258 east 4th Street
Long Beach, MS 39560

Sapp, Robert and Susie
254 East 4th Street
Long Beach, MS 39560

Reed, Steven Anthony and Donna M
303 East 3rd Street
Long Beach, MS 39560

Farrell, Carolyn S and Senseney Rae
c/o Joe Senseney
23355 Mitchell Road
Picayune, MS 39466

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

Tanya Darrow, Beachy Bookings, LLC, PO Box 467, Ocean Springs, MS, 39566, spoke in favor of the short-term rental.

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

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Barlow and unanimously carried recommending to approve the Short-Term Rental in accordance with Ordinance 622, 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 9th day of September 2021, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Chairman Frank Olaivar, Commissioners Shawn Barlow, Sawyer Walters, Justin Shaw, Michael Levens, Chris Fields, and Marcia Kruse, Building Official Mike Gundlach and Minutes Clerk Tina M. Dahl.

Absent the Regular Meeting were Commissioners Jeff Hansen and Jennifer Glenn, and City Advisor Bill Hessel.

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

For clarification regarding the hearing and action taken by the Planning and Development Commission, August 26, 2021, for a Variance and Certificate of Resubdivision request of property located at 149 Markham Drive, Tax Parcel 0512J-14-019.000 submitted by Southern Paradise, LLC. Commissioner Fields made substitute motion, seconded by Commissioner Kruse to approve the Variance request for 149 Markham Drive, Tax Parcel 0512J-14-019.000, submitted by Southern Paradise, LLC, at the August 26, 2021, meeting of the Planning and Development Commission. The motion being put to a roll call vote, the result was as follows:

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Commissioner Barlow	Voted	Yay
Commissioner Walters	Voted	Yay
Commissioner Hansen	Voted	Yay
Commissioner Shaw	Voted	Yay
Commissioner Levens	Voted	Yay
Commissioner Fields	Voted	Yay
Commissioner Glenn	Voted	Yay
Commissioner Kruse	Voted	Yay

The motion having received the affirmative vote of all of the Commissioners present and voting, Chairman Olaiivar declared the motion carried.

Commissioner Fields made motion, seconded by Commissioner Kruse and unanimously carried to approve the Regular Meeting minutes of August 26, 2021, as submitted.

It came for discussion under New Business, a Tree Removal Permit Application for the property located at 3015 Sea Oats Drive, Tax Parcel 0611C-01-002.031, submitted by Charles J. Starita, Jr., as follows:

MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received 8-24-21
Zoning R-1
Agenda Date 9-9-21
Check Number 3764

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

CS 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.

CS 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.

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

TODAY'S DATE: 8-24-21

PROPERTY INFORMATION

TAX PARCEL # 0011C-01-002 031

Address of Property Involved: 3015 SEA OATS DRIVE

Property owner name: CHARLES J. STARITA JR.

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: 3015 SEA OATS DRIVE

Phone No. (228) 326-3626

CONTRACTOR OR APPLICANT INFORMATION

Company Name: _____

Phone No. _____ Fax: _____

Name _____

Address _____

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

SEE ATTACHED SHEET

Number of Trees:

1 Live Oak 0 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 Charles Starita Jr. Date 8-24-21

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

CS 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.

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

CS OWNERSHIP: Please provide a recorded warranty deed.

CS 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.

CS 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.

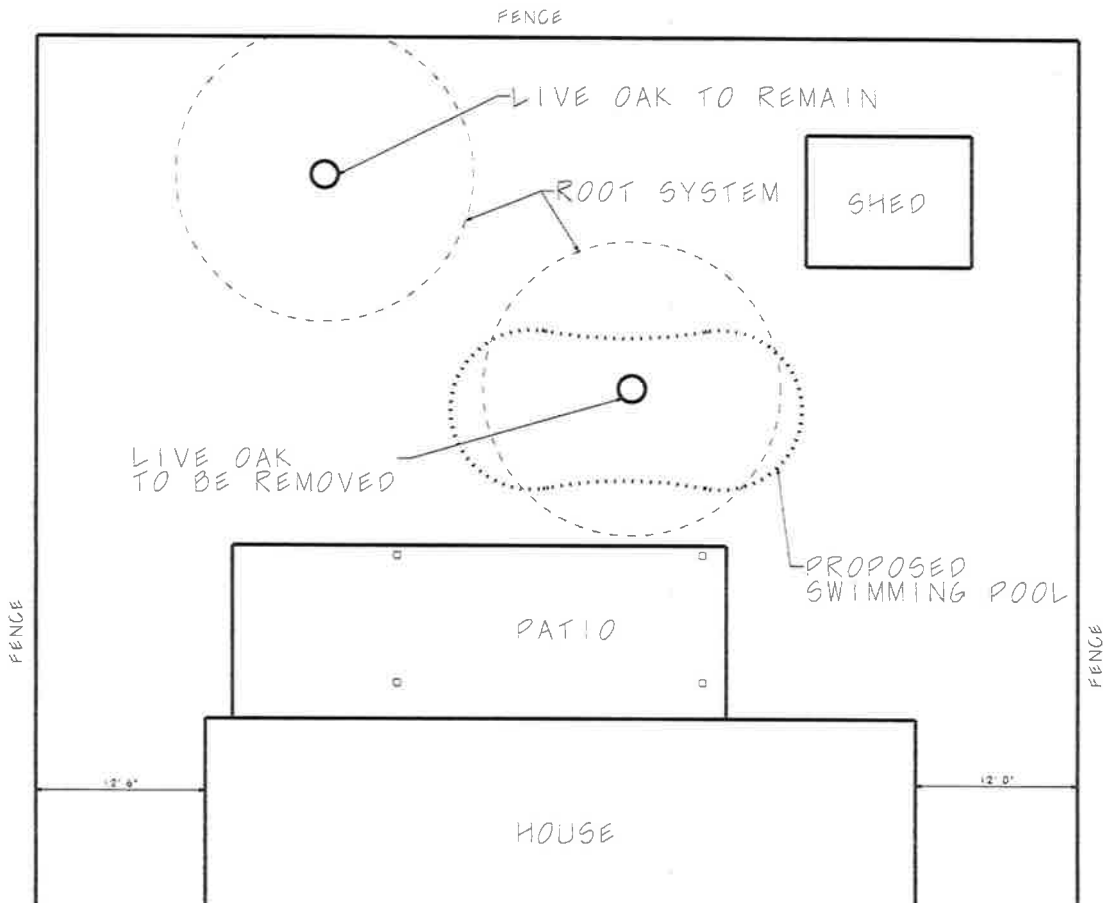
CS MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
PERMIT INFORMATION

On October 28, 2020 the tree suffered damage from Hurricane Zeta. I witnessed the tree moving at the base. This moving caused a divot on one side and a bulge on the other. I believe it was minutes from toppling on to the shed and all 3 neighbor's fences. The tree is leaning towards and over the shed and could easily fall during the next storm destroying the shed and fences. If the tree was to fall in the opposite direction, it would fall on the house and pergola.

The attached site plan shows the location of a pool to be built when the tree is removed. Because of the small size of the yard, not removing the tree and installing a pool may cause both trees to die because the pool would have to be installed within the dripline of both trees and this would damage the root structures. Also, installing a pool close to two large trees would almost definitely cause major problems with the pool itself.

I have grown 8 live oak seedlings from acorns from the Friendship Oak at USM in Long Beach. I plan to replace the tree with at least one or two of the most prosperous seedlings by strategically placing them in the yard. I will also be offering to my neighbors to plant a seedling in their yard which would space the trees out and provide more shade and joy to others.



3015 SEA OATS DRIVE

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



This instrument prepared by:
Kenneth A. "Andy" Brister
for TitlePlus, LLC
MS Bar# 102408
7389 Florida Blvd., Ste 200B
Baton Rouge, LA 70806
225-709-3500

WARRANTY DEED

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, the undersigned, **DSL D Homes (Gulf Coast) , LLC**, being represented herein by **Mechelle Vulgamore**, agent, pursuant to Resolution, original of which is attached hereto and made a part hereof, whose mailing address is declared to be **1220 S. Range Avenue, Denham Springs, LA 70726**, does hereby sell, convey and warrant to **Charles J Starita, Jr and Lisa M. Starita**, as joint tenants with full rights of survivorship, whose mailing address is declared to be **3015 Sea Oats Drive, Long Beach, MS 39560** the following described land and property being located in **Harrison County, Mississippi**, being more particularly described as follows, to-wit:

Lot 31 Castine Pointe Subdivision, Phase 1, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi, in Plat Book 57 at Page 18 thereof.
Municipal Address: **3015 Sea Oats Drive, Long Beach, MS 39560**
Tax Parcel: **0611C-01-002.031**

DSL D Homes (Gulf Coast), LLC

Being the same property acquired by Warranty Deed from Castine Pointe, LLC to DSL D Homes (Gulf Coast), LLC on January 11, 2017 and recorded as Instrument 2017 456 D-J1, in the official records of the office of the Clerk and Recorder in and for the County of Harrison, State of Mississippi.

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

IT IS AGREED and acknowledged that the ad valorem taxes for the current year are prorated as of the dated of this conveyance upon an estimated basis and are assumed by the Grantee. When said taxes are actually determined, the Grantor agrees to pay the Grantee the amount of any deficit due and the Grantee agrees to pay Grantor the amount of any excess paid, based on actual proration's.

Grantor
DSL D Homes (Gulf Coast) , LLC


1220 S. Range Ave,
Denham Springs, LA 70726,
Ph: 225-791-6860

Grantee
**Charles J. Starita, Jr and
Lisa M. Starita
3015 Sea Oats Drive
Long Beach, MS 39560
Ph:228-326-3626**

433

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

WITNESS OUR SIGNATURES, this 18th day of April 2019.



DSLH Homes (Gulf Coast), LLC
By: Mechelle Vulgamore, agent

STATE OF Louisiana
PARISH/COUNTY OF East Baton Rouge

This day personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, DSLH Homes (Gulf Coast), LLC by Mechelle Vulgamore, Agent, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year herein mentioned.

Given under my hand and official seal of office, this 18th day of April, 2019.



Notary Public

My commission expires: with life



MEMORANDUM

Date: September 7, 2021

To: City of Long Beach Planning Commission

From: Kimberly Lentz, Long Beach Tree Board

Re: Tree Removal Application – 3015 Sea Oats Drive

.....

The homeowner, Charles Starita, wants to remove a Live Oak tree to build a swimming pool. The Long Beach Tree Ordinance allows the removal of protected trees to accommodate structural improvements and to allow for reasonable economic development. However, Section 6(g) requires the planning commission to consider whether the proposed improvements could be revised to accommodate the existing trees.

There is no other suitable place in the yard to add a swimming pool. There is another Live Oak tree in his yard which will maintain the canopy and ecosystem.

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion and upon the recommendation of the Tree Board, Commissioner Walters made motion, seconded by Commissioner Levens and unanimously carried recommending the approval of the tree removal as submitted.

At this time, Chairman Frank Olaivar recused himself from the meeting. Vice Chairman Shawn Barlow conducted the meeting.

It came for discussion under new business, a Certificate of Resubdivision for property located at 104 Jeff Davis Avenue, Tax Parcels 0612B-03-071.000 and 0612B-03-071.001, submitted by Safe Guard Family LTD (owner) and Frank Olaivar (agent), as follows:

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING**

435

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only	
Date Received	8-23-21
Zoning	C-1
Agenda Date	9-6-21
Check Number	15415

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION 0612B-03-071.000
0612B-03-071.001
- II. ADVALOREM TAX PARCEL NUMBER(S): # ~~0612B-03-068.000~~
- III. GENERAL LOCATION OF PROPERTY INVOLVED: West 1st St
Long Beach MS 39560
- IV. ADDRESS OF PROPERTY INVOLVED: SAME 104 Jeff Davis Ave.
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of Resubdivision
Into (Tower) Request Separate Parcel 2 from 1 and 3
- VI. REQUIRED ATTACHMENTS:
- A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
 - B. Cash or Check payable to the City of Long Beach in the amount of \$250.00
 - C. Proof of ownership (copy of recorded warranty deed), if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

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

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

SAFE Guard Family LTD
Name of Rightful Owner (PRINT)

4363C LEISURE TIME DR
Owner's Mailing Address

Diamond Head MS
City State Zip

228 424 8247
Phone

Eugene English 8/20/21
Signature of Rightful Owner Date

FRANK CLARUMI
Name of Agent (PRINT)

#7 Tower Plaza
Agent's Mailing Address

Long Beach MS 39560
City State Zip

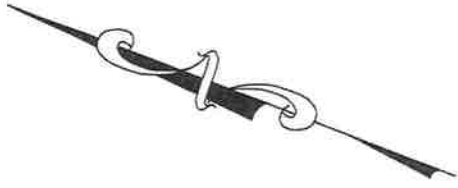
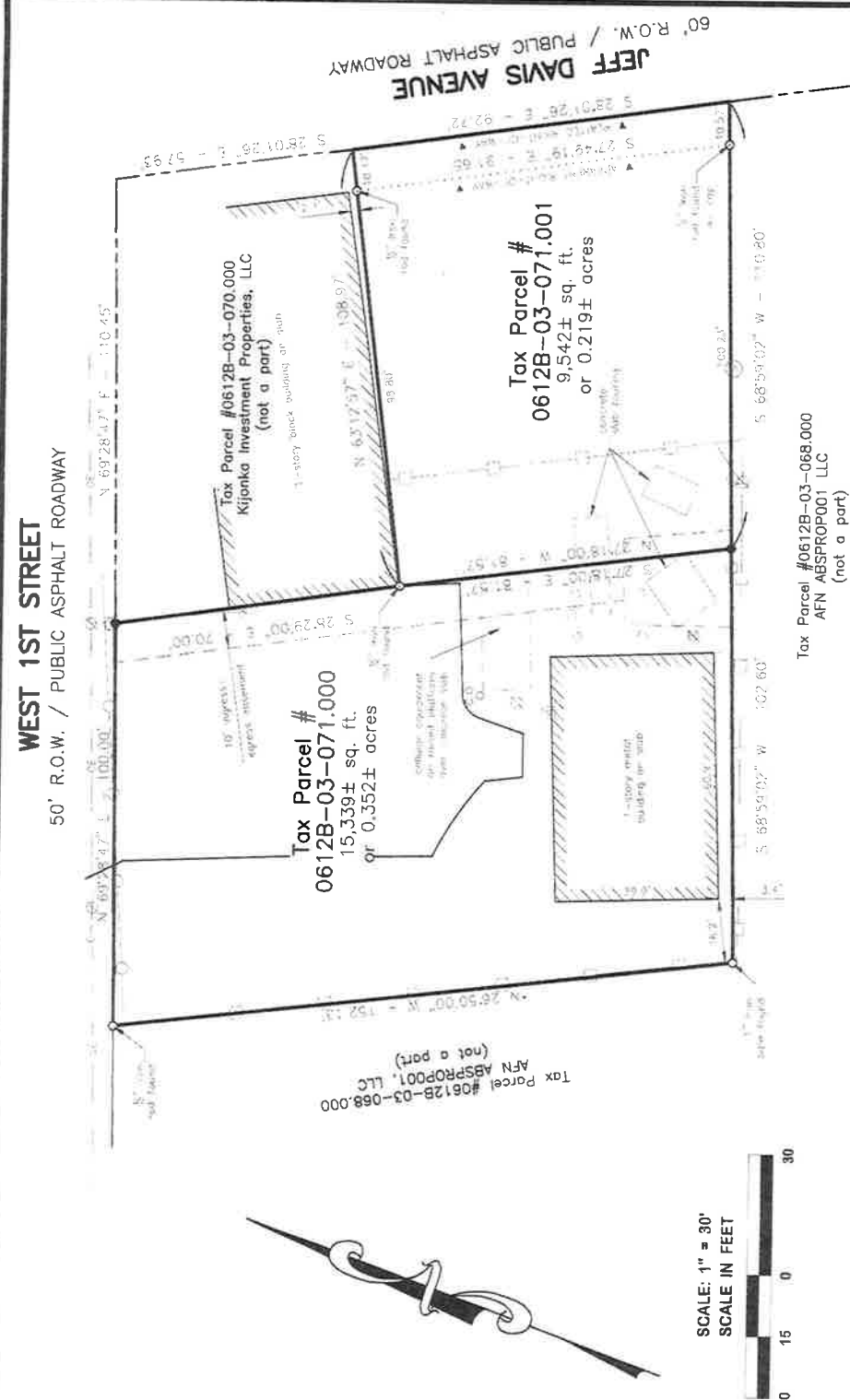
228 669 2029
Phone

[Signature]
Signature of Applicant Date

MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

RESUBDIVISION
OF
**PARCELS #0612B-03-071.000
& #0612B-03-071.001**
LOCATED IN SECTION 13,
TOWNSHIP 8 SOUTH,
RANGE 12 WEST,
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI
FOR
**SAFEGUARD FAMILY
PARTNERSHIP, LTD**

WEST 1ST STREET
50' R.O.W. / PUBLIC ASPHALT ROADWAY



LEGEND	
FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	⊗
EXISTING POWER POLE WITH LIGHT	⊗
EXISTING CURE ANCHOR	→
EXISTING ELECTRIC PEDESTAL	⊕
EXISTING OVERHEAD POWER LINE	—
EXISTING CHAIN LINK FENCE	⊖
EXISTING BRICK FENCE LINE	⊖
EXISTING SEWER MANHOLE	⊙
EXISTING SEWER CLEANOUT	⊙

NOTES:

1.) No attempt has been made by Cassidy-Acadia Land Surveying, LLC, to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.

The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

To ingress—egress easement as shown on survey prepared by Sidney F. Fournet, Jr. on September 5, 1996.

CERTIFICATION:

This is to certify to SAFEGUARD FAMILY PARTNERSHIP, LTD, that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy, specification and positional tolerances are in accordance with class "B" surveys indicated in the above standards. I also certify that there are no visible encroachments across any property lines except as shown.

Michael P. Blanchard, PS,
Reg. No. 2834
PS 02204
MISSISSIPPI SURVEYOR

REFERENCE MAPS:

- A) Survey of adjacent parcel to south and west prepared by J. Michael Cassidy on July 1, 2005.
- B) Survey of a portion of subject property prepared by J. Michael Cassidy on December 4, 2015.

REFERENCE BEARINGS:

The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGG-RTN System accessed on July 28, 2021. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:

This lot is located in Flood Zone "X" Area of/par FEMA Map Community Panel Number 28047C 0357 G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plan Administrator before any design or construction.

Tax Parcel #0612B-03-068.000
AFN ABSPROP001 LLC
(not a part)

Tax Parcel #
0612B-03-071.000
15,339± sq. ft.
or 0.352± acres

Tax Parcel #
0612B-03-071.001
9,542± sq. ft.
or 0.219± acres

Tax Parcel #0612B-03-070.000
Kijonka Investment Properties, LLC
(not a part)

SHEET 1 OF 4

CASSADY-ACADIA
LAND SURVEYING, LLC
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Survey@cassady-acadia.com

FIELD WORK
ONE: August 12, 2021

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

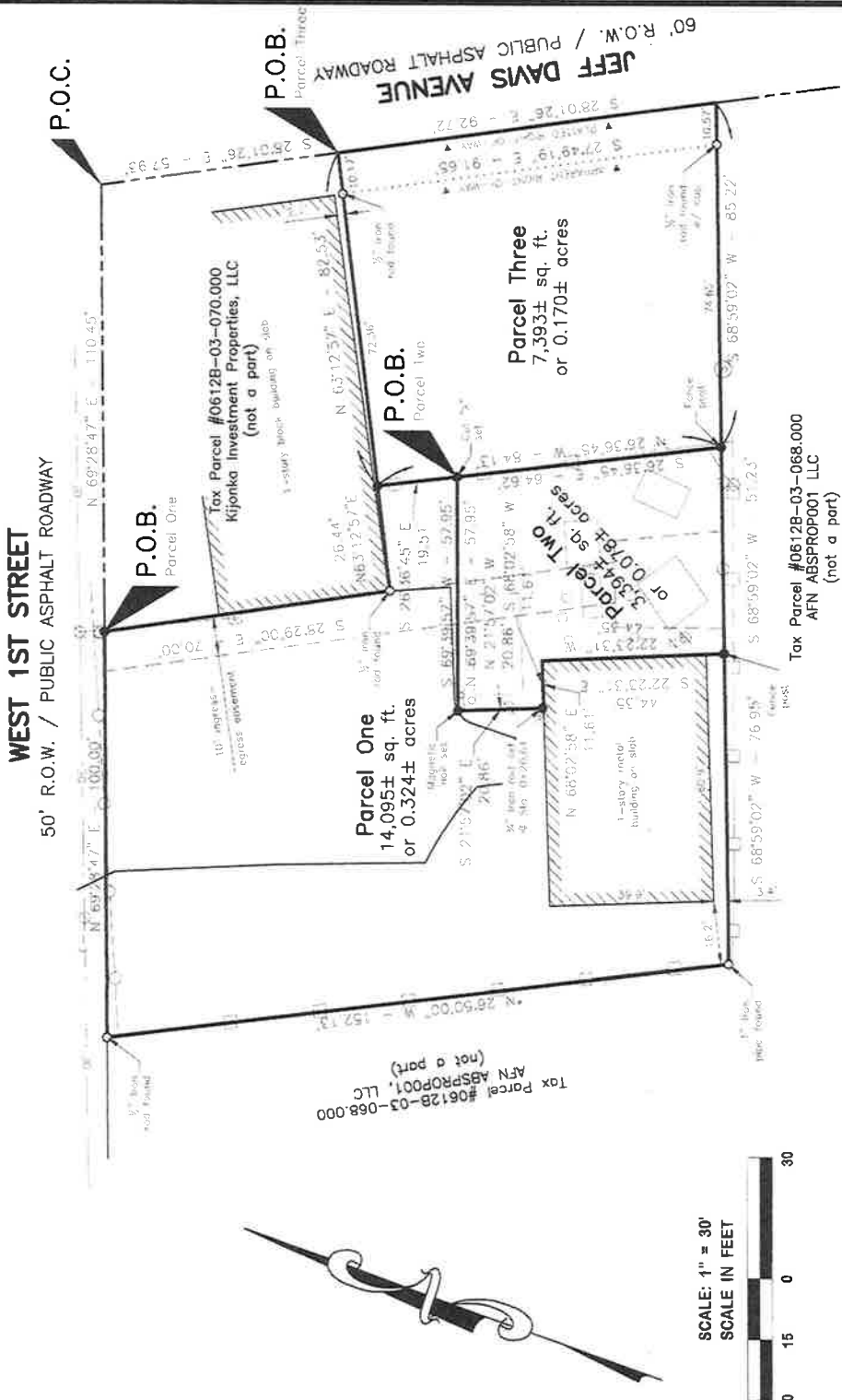
RESUBDIVISION
OF
PARCELS #0612B-03-071.000
& #0612B-03-071.001
LOCATED IN SECTION 13,
TOWNSHIP 8 SOUTH,
RANGE 12 WEST,
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI
FOR
SAFEGUARD FAMILY
PARTNERSHIP, LTD

LEGEND	
○	FOUND PROPERTY CORNER (AS NOTED)
●	SET 3/4" IRON PIN (UNLESS NOTED OTHERWISE)
⊗	EXISTING POWER POLE
⊗	EXISTING POWER POLE WITH LIGHT
⊗	EXISTING SUB ANCHOR
⊗	EXISTING ELECTRIC PEDESTAL
⊗	EXISTING OVERHEAD POWER LINE
⊗	EXISTING CHAIN LINK FENCE
⊗	EXISTING WOOD FENCE LINE
⊗	EXISTING SILVER MANHOLE
⊗	EXISTING SEWER CLEANOUT

CERTIFICATION: I, SAFEGUARD FAMILY PARTNERSHIP, LTD, that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy, specification and positional tolerances are in accordance with the "B" surveys indicated in the above standards. I also certify that there are no visible encroachments across any property lines except as shown.

Michael P. Blanchard, PS,
Reg. No. 2814
PS 02834

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.



NOTES:

1.) No attempt has been made by Cassidy-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.

The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

10' ingress-egress easement as shown on survey prepared by Sidney F. Fournet, Jr. on September 5, 1996.

REFERENCE MAPS:

A) Survey of adjacent parcel to south and west prepared by J. Michael Cassidy on July 1, 2005.
B) Survey of a portion of subject property prepared by J. Michael Cassidy on December 4, 2015.

REFERENCE BEARINGS:

The bearings shown hereon are based on the Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GC6C-RTN System accessed on July 28, 2021. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:

This lot is located in Flood Zone "X" Area of/par FEMA Map Community Panel Number 28047C 0357 G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

SHEET 2 OF 4

CASSADY-ACADIA
LAND SURVEYING, LLC
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Survey@Cassady-Acadia.com

FIELD WORK COMPLETED ON: August 12, 2021

MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

LEGAL DESCRIPTION OF PARCEL TWO:

A parcel of land situated and being located in Fractional Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the original platted westerly margin of Jeff Davis Avenue with the southerly margin of West 1st Street; thence run South 69 degrees 28 minutes 47 seconds West along the southerly margin of West 1st Street a distance of 110.45 feet to a 3/4-inch iron rod; thence, departing the said southerly margin of West 1st Street, run South 28 degrees 29 minutes 00 seconds East a distance of 70.00 feet to a 1/2-inch iron rod found; thence run North 63 degrees 12 minutes 57 seconds East a distance of 26.44 feet to a 3/4-inch iron rod; thence run South 26 degrees 36 minutes 45 seconds East a distance of 19.51 feet to a cut x at the POINT OF BEGINNING of the parcel herein described;

Thence run from said POINT OF BEGINNING South 26 degrees 36 minutes 45 seconds East a distance of 64.62 feet to a chain-link fence post; thence run South 68 degrees 59 minutes 02 seconds West a distance of 51.23 feet to a chain-link fence post; thence run North 22 degrees 23 minutes 31 seconds West and along the easterly side of an existing metal building a distance of 44.35 feet to the corner of said metal building; thence run South 68 degrees 02 minutes 58 seconds West along the northerly side of said metal building a distance of 11.61 feet to a point; thence run North 21 degrees 57 minutes 02 seconds West a distance of 20.86 feet to a mag nail; thence run North 69 degrees 39 minutes 57 seconds East a distance of 57.95 feet to the POINT OF BEGINNING.

Said parcel contains 3.394 square feet (0.078 acres), more or less.

LEGAL DESCRIPTION OF PARCEL THREE:

A parcel of land situated and being located in Fractional Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the original platted westerly margin of Jeff Davis Avenue with the southerly margin of West 1st Street; thence run South 28 degrees 01 minutes 26 seconds East along the westerly margin of Jeff Davis Avenue a distance of 57.93 feet to the POINT OF BEGINNING of the parcel herein described;

Thence continue South 28 degrees 01 minutes 26 seconds East along the westerly margin of Jeff Davis Avenue a distance of 92.72 feet to a point; thence departing the westerly margin of Jeff Davis Avenue run South 68 degrees 59 minutes 02 seconds West, through an offset 1/2-inch iron rod at 10.57 feet, a distance of 85.22 feet to a chain-link fence post; thence run North 26 degrees 36 minutes 45 seconds West a distance of 84.13 feet to a 3/4-inch iron rod; thence run North 63 degrees 12 minutes 57 seconds East, through an offset 1/2-inch iron rod at 72.36 feet, a distance of 82.53 feet to the POINT OF BEGINNING.

Said parcel contains 7.393 square feet (0.170 acres), more or less.

RESUBDIVISION

OF

PARCELS #0612B-03-071.000

& #0612B-03-071.001

LOCATED IN SECTION 13,

TOWNSHIP 8 SOUTH,

RANGE 12 WEST,

CITY OF LONG BEACH,

FIRST JUDICIAL DISTRICT OF

HARRISON COUNTY, MISSISSIPPI

FOR

SAFEGUARD FAMILY PARTNERSHIP, LTD

CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinances (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel numbers 0612B-03-071.000 and 0612B-03-071.001 into Three new parcels. The subject properties are generally described as being located south of West 1st Street and west of Jeff Davis Avenue.

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION:

PARCEL #0612B-03-071.000

(Instrument No. 2013-13-D-J1 / Deed Book 941, Page 13)
104 Jeff Davis Ave, PPIN 086472, Section 13 Township 08 Range 12, Com at Inter of S Mar of 1st St & W Mar of Jeff Davis Ave WLY Along 1st St 110 Ft to POB S 19 DG E 150 Ft S 68 DG W 92 Ft N 19 DG W 154.3 Ft to Rd ELY Along Rd 100 Ft M/L to POB BEL.

PARCEL #0612B-03-071.001

(Instrument No. 2011-3403-D-J1 / Deed Book 1106, Page 32)
Lot 92 x110 ft lrr Beg 58 Ft S of Inter of W Mar of Jeff Davis Ave & S Mar of First St S Along Ave 92 Ft W Parallel to 1st St 110 Ft N Parallel to JD Ave 80 Ft E 110 Ft to POB Being Par of Lot 55 of Henderson-Shipman-Hughes Partition 13 08 12 MCC.

LEGAL DESCRIPTIONS OF THE (3) NEW PARCELS READ AS FOLLOWS:

LEGAL DESCRIPTION OF PARCEL ONE:

A parcel of land situated and being located in Fractional Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the original platted westerly margin of Jeff Davis Avenue with the southerly margin of West 1st Street; thence run South 69 degrees 28 minutes 47 seconds West along the BEGINNING of the parcel herein described;

Thence, departing the said southerly margin of West 1st Street, run from said POINT OF BEGINNING South 28 degrees 29 minutes 00 seconds East a distance of 70.00 feet to a 1/2-inch iron rod found; thence run North 63 degrees 12 minutes 57 seconds East a distance of 26.44 feet to a 3/4-inch iron rod; thence run South 26 degrees 36 minutes 45 seconds East a distance of 19.51 feet to a cut x; thence run South 69 degrees 39 minutes 57 seconds West a distance of 57.95 feet to a mag nail; thence run South 21 degrees 57 minutes 02 seconds East a distance of 20.86 feet to a point on the northerly side of an existing metal building; thence run North 68 degrees 02 minutes 58 seconds East along the northerly side of said metal building a distance of 11.61 feet to the corner of said metal building; thence run South 22 degrees 23 minutes 31 seconds East along the easterly side of said metal building a distance of 44.35 feet to a chain-link fence post; thence run South 68 degrees 59 minutes 02 seconds West a distance of 76.95 feet to a 1-inch iron pipe; thence run North 26 degrees 50 minutes 00 seconds West a distance of 152.13 to a 1/2-inch iron rod on the southerly margin of West 1st Street; thence run North 69 degrees 28 minutes 47 seconds East along the southerly margin of West 1st Street a distance of 100.00 feet to the POINT OF BEGINNING.

Said parcel contains 14,095 square feet (0.324 acres), more or less.

SHEET 3 OF 4



CASSADY-ACADIA
LAND SURVEYING, LLC
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@cassady-acadia.com

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF APPROVAL:

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

Administrator _____ Date: _____

PLANNING COMMISSION:

Submitted to and approved by the City of Long Beach Planning Commission at the regularly scheduled meeting on the _____ day of _____, 2021.

Planning Commission Chairman _____

APPROVAL:

Submitted to and accepted by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the _____ day of _____, 2021.

ATTEST:

ADOPT:

City Clerk _____ Mayor _____

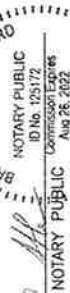
Prepared by:
City of Long Beach
Planning Commission
201 Jeff Davis Avenue
Long Beach, MS 39560
228-863-1554

CERTIFICATE OF OWNERSHIP:

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

Eugene English, Owner Date: 8/19/21

Subscribed and sworn to before me, _____, on my presence this 19 day of August, 2021, a Notary Public in and for the County of Franklin, State of Mississippi.



My Commission Expires: _____

CERTIFICATE OF SURVEY AND ACCURACY:

I hereby certify that this map drawn by me, or drawn under my supervision from actual survey made by me or actual survey made under my supervision, and was prepared in accordance with all-applicable codes and ordinances. Witness my original signature, registration number and seal this the 17th day of _____, 2021.

Michael P. Blanchard, PS
Registration No. 2834
Date: August, 2021

Subscribed and sworn to before me, in my presence this 17th day of _____, 2021, a Notary Public in and for the Parish of Lafourche, State of Louisiana.

Jamarcus Jones III
85382 NOTARY PUBLIC
My Commission Expires: at death

RESUBDIVISION
OF
PARCELS #0612B-03-071.000
& **#0612B-03-071.001**
LOCATED IN SECTION 13,
TOWNSHIP 8 SOUTH,
RANGE 12 WEST,
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

FOR
**SAFEGUARD FAMILY
PARTNERSHIP, LTD**

SHEET 4 OF 4

CASSADY-ACADIA
LAND SURVEYING, LLC
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Tina Dahl

From: Joe Culpepper <joe.culpepper@h2oinnovation.com>
Sent: Wednesday, August 25, 2021 12:36 PM
To: David Ball; Tina Dahl
Cc: 'Jan Berry'
Subject: RE: 104 Jeff Davis Avenue, Certificate of Resubdivision

If Parcel Two is going to stay a cell tower and no utilities are needed, do we even that a tap fee for this Parcel?

If that the case ok. If not we my need easement to state utilities as well as ingress – egress.

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



**OVERSTREET
& ASSOCIATES**
 CONSULTING ENGINEERS

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

August 23, 2021

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

RE: Certificate of Subdivision – Tax Parcel Nos. 0612B-03-071.000 & 0612B-03-071.001

Ladies and Gentlemen:

We have received the referenced Certificate of Subdivision and reviewed it for compliance with the City's ordinances. The submitted subdivision proposes to divide two existing parcels which are situated on Jeff Davis Ave. and W. 1st St., into three new parcels. Parcel One has an existing metal building and will have frontage on W. 1st St. Parcel Two contains an existing cellular tower and associated equipment, and has no frontage on any City street, although there is apparently an existing 10' ingress/egress easement already in place. Parcel Three will have frontage on Jeff Davis Ave.

With the exception of Parcel Two having no street frontage and only a 10' ingress/egress easement, the subdivision appears appropriate. Since Parcel Two only contains an existing cellular tower and associated equipment, perhaps its creation as a non-compliant parcel is acceptable to the City. If approval is granted, the approval of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

David Ball, P.E.

DB:539


**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Levens and unanimously carried recommending approval of the resubdivision in accordance with the Subdivision Regulation, Article II. MINOR AND MAJOR SUBDIVISION GENERAL REGULATIONS, as submitted.

At this time Chairman Frank Olaivar returned to conduct the meeting.

It came for discussion under New Business, a Sketch Plat Approval for the property located at Tax Parcel 0611J-01-027.000, Submitted by Sumner Grove, LLC, as follows:

	<p>CITY OF LONG BEACH 201 Jeff Davis Avenue PO BOX 929 LONG BEACH, MS 39560 (228) 863-1554 office (228) 863-1558 fax</p>	<p>Office use only Date Received <u>8-10-21</u> Zoning <u>R-1</u> Agenda Date <u>9-4-21</u> Check Number <u>010717</u></p>
<p>I. TYPE OF CASE: SKETCH APPROVAL</p>		
<p>II. ADVALOREM TAX PARCEL NUMBER(S): <u>0611J-01-027.000</u></p>		
<p>III. GENERAL LOCATION OF PROPERTY INVOLVED: <u>South of Commission Road, 300 feet west of Danro Road</u></p>		
<p>IV. ADDRESS OF PROPERTY INVOLVED: <u>N/A</u></p>		
<p>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.</p>		
<p>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.</p>		
<p>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 1/2 x 14 and/or emailed in pdf. format to the Clerk.</p>		
<p>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.</p>		
<p>E. Although not recommended, a developer may be allowed to combine the Sketch and Preliminary plats so that they may be considered together.</p>		
<p>V. REQUIRED ATTACHMENTS:</p>		
<p>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).</p>		

**MINUTES OF SEPTEMBER 9, 2021
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 and 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 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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

Summer Grove LLC

Name of Rightful Owner (PRINT)

Name of Agent (PRINT)

14397 Crook Rd

Owner's Mailing Address

Agent's Mailing Address

Grand Park MS. 79503

City State Zip

City State Zip

228 - 206 - 5599

Phone

Phone

[Signature]

Signature of Rightful Owner Date

Signature of Applicant Date

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Our File #B210638
Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
PO Box 4682, Biloxi MS 39535, 228-388-7441
STATE OF MISSISSIPPI
COUNTY OF HARRISON

True & Certified Copy
of the original

Index: City of Long Beach, Section Block 50, in Sec. 13, T8S, R12W and in Pt of Lts 6-8, Blk 3, Cox Sub., 1st JD Harrison County, MS.

WARRANTY DEED

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

Bruce Blaker,

P.O. Box 131, Long Beach, MS 39560, 228-323-2992

does hereby sell, convey and warrant unto

Sumner Grove, LLC, a Mississippi Limited Liability Company,

14397 Creosote Road, Gulfport, MS 39503, 228-669-7071,

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

A parcel of land being located in Government Survey of Section 13, Township 8 South, Range 12 West, Long Beach, Harrison County, Mississippi, also part of Cox's Subdivision (The West 60 feet of Lots 6, 7 and 8) and being more particularly described as follows, to-wit:

Commencing at the Section corner common to Sections 1, 2, 12 and 13, run thence East 1545.5 feet to a point, run thence South 25 feet to the Point of Beginning; run thence East along the South margin of Commission Road 396.17 feet to a point; run thence South 0 degrees 13 minutes 45 seconds West 929.50 feet to a point; run thence North 89 degrees 56 minutes West a distance of 60.0 feet to a point; run thence North 0 degrees 31 minutes 55 seconds East a distance of 278.37 feet to a point; run thence North 89 degrees 57 minutes West a distance of 355.19 feet to a point; run thence North 0 degrees 22 minutes West a distance of 97.28 feet to a point; run thence North 2 degrees 9 minutes East a distance of 553.86 feet to the Point of Beginning.

THE ABOVE described property is no part of the Homestead of the Grantor herein.

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

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

WITNESS MY SIGNATURE, on this the 6th day of August, 2021.


Bruce Blaker

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of August, 2021.


NOTARY PUBLIC



**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

REAL ESTATE TAX INFORMATION

NAME OF MORTGAGOR Charles M. Gant
 DATE August 6, 2021
 STREET ADDRESS OF PROPERTY 18245 Commission Road, Long Beach, MS 39560

LEGAL DESCRIPTION OF PROPERTY City of LB, Sec. Blk 50 Sec. 13, T8S, R12 W, Harrison County., MS 1st JD

PARISH / COUNTY CITY	TAXING AUTHORITY		MAILING ADDRESS	
	Harrison County Tax Collector		PO Box 1270 Gulfport, MS, 39502	
	TAX PAID THRU DATE	AMT PAID	NEXT DUE DATE	NEXT DELINQUENT DATE
	12/31/20	\$1448.55	01/01/22	02/01/YEARLY
	EXT ANNUAL TAX		ACCT NUMBER	
	\$1448.55		0611J-01-027.000	
	TAXING AUTHORITY		MAILING ADDRESS	PHONE NUMBER
	TAX PAID THRU DATE	AMT PAID	NEXT DUE DATE	NEXT DELINQUENT DATE
	EXT ANNUAL TAX		ACCT NUMBER	

Hazard Insurance Information
 Insurance Company:
 Address: . . .
 Next Prem Due: Annual Prem Amount: \$0

Settlement agent: Schwartz, Orgler & Jordan, PLLC
 Borrower: Charles M. Gant
 Borrower: _____

**NOTICE OF AVAILABILITY
OF OWNER'S TITLE INSURANCE**

To: Charles M. Gant
 Buying property identified as:
 18245 Commission Road, Long Beach, MS 39560

A Mortgagee's Policy of title insurance insuring the title to the property you are buying is being issued to your mortgage lender, but that policy does not provide title insurance coverage to you.

You may obtain an Owners' Policy of title insurance which provides title insurance coverage to you. The additional cost to you for an Owner's Policy of title insurance in the amount of \$700.00, if your request at this time. (If a Owner's Policy is requested at a later date this quoted amount will be invalid)

If you are uncertain as to whether you should obtain an Owner's Policy of Title Insurance, you are urged to seek independent advice.

Schwartz, Orgler, & Jordan, PLLC
 We do request an Owner's Policy of Title Insurance.
 We do not request an Owner's Policy of Title Insurance.

BUYERS: Charles M. Gant

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Kruse and unanimously carried to approve the Sketch Plat as submitted.

MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

It came for discussion under New Business, a Preliminary Plat Approval for property located at Tax Parcel 0611J-01-027.000, submitted by Sumner Grove, LLC, as follows:



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 8-10-21
Zoning R-7
Agenda Date 9-9-21
Check Number 010-718

- I. TYPE OF CASE: PRELIMINARY PLAT APPROVAL
- II. ADVALOREM TAX PARCEL NUMBER(S): 0611J-01-027.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: South of Commission Road, 300 feet West of Dauvo Road
- IV. ADDRESS OF PROPERTY INVOLVED: NA
- V. GENERAL DESCRIPTION OF REQUEST: Subdivision of 6.5 acres into 18 lots

VI. REQUIRED ATTACHMENTS:

- A. Twenty (20) working days prior to the regular monthly meeting of the planning commission the following documents must be submitted:
 - a. Three (3) full-size blueline copies of the preliminary plat,
 - b. Two (2) blueline copies of the complete construction plans and specification,
 - c. Two (2) copies of the developer's engineer's basis of design and complete design calculation, and
 - d. Two (2) copies of the preliminary plat application forms.
 - e. The proposed plat shall be at a scale legible and functional on sheets of twenty-four (24) by thirty-six (36) inches in size. ****Please refer to the City of Long Beach's Subdivision Regulations for additional information to be included on the plat.**

- B. Cash or Check payable to the City of Long Beach in the amount as follows:

2-3	Lots	\$100.00
4-10	Lots	\$150.00
11-50	Lots	\$300.00
50-100	Lots	\$400.00
100 +	Lots	\$500.00

C. Proof of ownership (copy of recorded warranty deed), if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING, the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than twenty (20) days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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

<u>Sumner Grove</u> Name of Rightful Owner (PRINT)	_____ Name of Agent (PRINT)
<u>14397 Creosote Rd</u> Owner's Mailing Address	_____ Agent's Mailing Address
<u>Gulfport MS 39503</u> City State Zip	_____ City State Zip
<u>328-206-5599</u> Phone	_____ Phone
<u>office@leant-brown.com</u> Email address	_____ Email address
<u>[Signature]</u> Signature of Rightful Owner	_____ Signature of Applicant
_____ Date	_____ Date

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Copies of the Project Specifications and Drainage Calculations for the Summer Grove development are on file in the Building Official's Office.

LONG BEACH FIRE DEPARTMENT

Inspector Tim Darden

*645 Klondyke Road
Long Beach MS 39560*

*Phone(228) 863-7292
Fax (228) 868-0070*

To: Whom it may concern
From: Inspector Tim Darden
Date: August 18, 2021
Ref: Summer Grove Subdivision

To Whom it may concern
The Long Beach Fire Department is requesting a fire hydrant at the corner of Commission Rd. and new proposed street. And a second hydrant where lot number 6 and 7 meet.

Feel free to call with any questions at (228) 863-7292.

Respectfully

Tim Darden
Fire Inspector
Long Beach Fire Department

MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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



OVERSTREET
& ASSOCIATES
CONSULTING ENGINEERS

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

September 9, 2021

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

RE: Sumner Grove S/D

Ladies and Gentlemen:

We understand the referenced development is on the Planning Commission agenda tonight for both sketch plat and preliminary plat approval. At this time, we do not recommend Preliminary Plat approval for the referenced subdivision. We have reviewed the plans with Public Works and have a number of unresolved concerns, regarding the preliminary plat document, the grading & drainage and the detention plans, the water & sewer layout, and a number of other minor concerns. We are still compiling our comments to provide to the developer and hope to send the information within the next day or so. This recommendation pertains only to the Preliminary Plat approval process.

Sincerely,

David Ball, P.E.

DB.539

<https://overstreetengms.sharepoint.com/sites/AllTeam/Shared Documents/docs/0539/Sumner Grove Prelim Plat no recommend 20210909.docx> Page 1 of 1

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Fields and unanimously carried recommending the approval of the Preliminary Plat Approval as submitted contingent upon the developer meeting the engineer's approval.

It came for discussion the City's Short-Term Rental Ordinance 622. Commissioner Walters made motion, seconded by Commissioner Shaw and unanimously carried to

**MINUTES OF SEPTEMBER 9, 2021
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

hold a Work Session after the regular scheduled Planning and Development Commission Meeting on September 23, 2021.

It came for discussion Marijuana Dispensaries within the City. Commissioner Walters made motion, seconded by Commissioner Fields and unanimously carried to hold a Work Session after the regular scheduled Planning and Development Commission Meeting on September 23, 2021.

There being no further business to come before the Planning and Development Commission at this time, Commissioner Walters made motion, seconded by Commissioner Barlow 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