

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
JUNE 22, 2023
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION
CITY OF LONG BEACH, MISSISSIPPI
5:30 O'CLOCK P.M.
LONG BEACH CITY HALL
MEETING ROOM
201 JEFF DAVIS AVENUE**

I. CALL TO ORDER

II. ROLL CALL AND ESTABLISH QUORUM

III. PUBLIC HEARINGS

- 1. Variance- 122 North Lang Avenue, Tax Parcels 0512H-01-004.000 and 0512H-01-005.000, Submitted by Thor Goldsmith.
- 2. Zone Map Change- 0 Klondyke Road, Tax Parcel 0611K-02-005.002, Submitted by Paul A and Janet Carrubba (owners) and Stephan Santibanex (agent).

IV. ANNOUNCEMENTS

V. APPROVE MINUTES

- 1. June 8, 2023

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- 1. Tree Removal- 701 Forest Avenue, Tax Parcel 05110-03-033.000, Submitted by Charles Barry Rector.
- 2. Short-Term Rental- 1159 East Old Pass Road, Tax Parcel 0711M-05-005.000, Submitted by Shellie Jochum (owner) and Brian Logan, Gulf Coast Properties, LLC (property manager).
- 3. Short-Term Rental- 125 East 5th Street, Tax Parcel 0612G-01-010.002, Submitted by Gayle and Patrick Garry Waylett (owners) and Eric Bay (property manager).

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 July 5, 2023.**

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

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

**MINUTES OF JUNE 22, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Be it remembered that two (2) 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 22nd day of June 2023, 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, Vice Chairman Shawn Barlow, Commissioners Sawyer Walters, Billy Suthoff, Justin Shaw, Chris Fields, Jennifer Glenn, and Marcia Kruse, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearings were Commissioner Michael Levens and City Advisor Bill Hessel.

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 Variance for the property located at 122 North Lang Avenue, Tax Parcels 0512H-01-004.000 and 0512H-01-005.000, submitted by Thor Goldsmith, as follows:

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only
Date Received 5-19-23
Zoning R-1
Agenda Date 6-22-23
Check Number 104

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0512H-01-004.000 0512H-01-005.000
- II. Address of Property Involved: 122 N Lang Ave Long Beach MS 39560
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)

*** Requesting relief from Ordinance #587 requirement to construct a sidewalk on a project

****PLEASE COMPLETE THE FOLLOWING:**

- A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement?

*** The property in question is located in an area where there are no sidewalks on either side of the street and low pedestrian traffic.

- B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request.

*** The property that i own is in an area that does not have sidewalks, I am generally not responsible for the condition of the surrounding area

- C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request?

*** Do to inflation and other cost factors the project is severely over budget. Building a sidewalk would be cost prohibitive and it would cause undue burden on my personal and financial resource

- D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privilege that the properties in the area would find desirable.

*** The property in question is located in an area where there are no sidewalks

MINUTES OF JUNE 22, 2023

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IV. REQUIRED ATTACHMENTS:

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

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

V. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING, Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than 21 days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

Ownership: I the undersigned 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.

Thor Goldsmith

 Name of Rightful Owner (PRINT)

203A N Lang Ave


 Owner's Mailing Address

Long Beach MS 39560

 City State Zip

425-358-0980

 Phone

 4/26/2023

 Signature of Rightful Owner Date

 Name of Agent (PRINT)

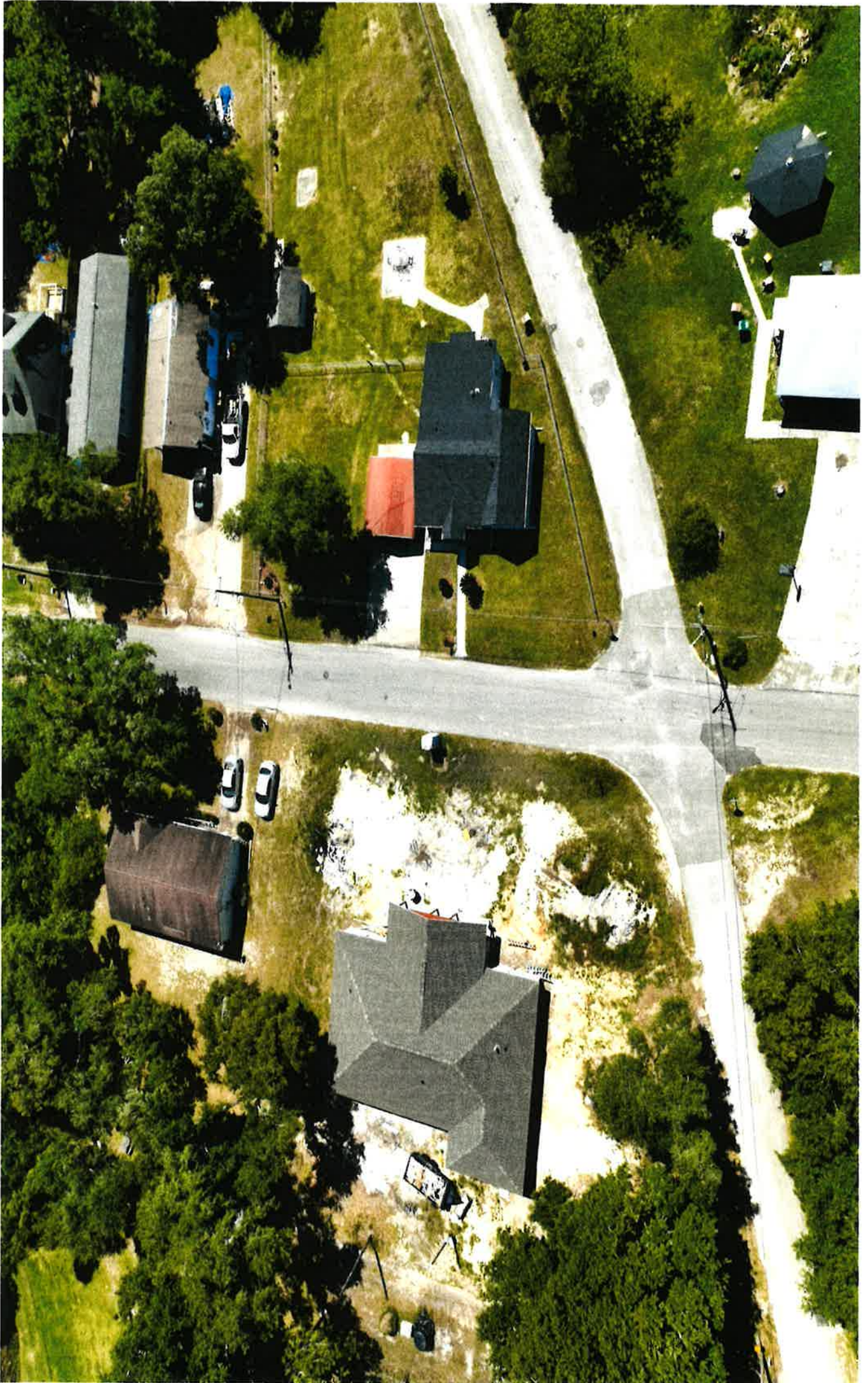
 Agent's Mailing Address

 City State Zip

 Phone

 Signature of Applicant Date

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF JUNE 22, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

-1-



Prepared by and Return to:
JOSEPH P. HUDSON
Attorney-at-Law
P. O. Box 909
Gulfport, MS 39502
228-663-3892

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned,

**JAMES M. GOLDSMITH and GENEVIEVE GOLDSMITH aka
GENEVIEVE LYONS, husband and wife**
203A North Lang Avenue
Long Beach, MS 39560
(228) 313-1414

do hereby sell, convey and warrant unto:

THOR GOLDSMITH
203A North Lang Avenue
Long Beach, MS 39560
(228) 313-1414

the following described land and real property being located in the First Judicial District of Harrison County, Mississippi, together with all improvements thereon situated and being more particularly described as follows:

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(See Exhibit "A" attached hereto)

INDEXING INSTRUCTIONS: Lots 4, Block 10, HARBOR VIEW ADDITION
City of Long Beach, Harrison County, MS 1st JD

This conveyance is made subject to any and all restrictive covenants, easements, rights-of-way and reservations of oil, gas and other minerals rights of record.

Ad valorem taxes are assumed by the Grantee herein.

WITNESS my signature this the 31st day of December, 2019.

JAMES M. GOLDSMITH

GENEVIEVE GOLDSMITH aka
GENEVIEVE LYONS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for said County and State the within named JAMES M. GOLDSMITH and GENEVIEVE GOLDSMITH aka GENEVIEVE LYONS, who acknowledged that they signed, executed and delivered the foregoing Warranty Deed on the day and year herein set forth as their voluntary act and deed.

JAMES M. GOLDSMITH

GENEVIEVE GOLDSMITH aka
GENEVIEVE LYONS

SWORN to and subscribed before me this the 31st day of December, 2019.

NOTARY PUBLIC

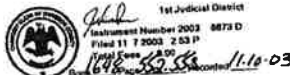
-3-

EXHIBIT "A"

Lot 4, Block 10, HARBOR VIEW ADDITION, City of Long Beach, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District in Copy Book 2A, Page 712.

MINUTES OF JUNE 22, 2003
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



WARRANTY DEED

For and in consideration of the sum of \$10.00 cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, James M. Goldsmith and Genevieve Lyons do hereby sell, convey and warrant unto Thor C. Goldsmith, a single person, property being located in the First Judicial District of Harrison County, Mississippi, to-wit:

Lots 5 and 6, Block 10, Harbor View Addition, City of Long Beach, a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, in Copy Plat Book 2A, Page 172.

The above described property is subject to any easements, Restrictive Covenants and prior oil, gas and mineral reservations or conveyances of record. The above described real property is no part of the Homestead of the Grantor nor is it adjacent or contiguous thereto.

This conveyance is also subject to any encroachments and easements shown by a survey on the subject property by E. Patrick Cassidy & Associates, Inc., dated August 23, 1996.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis and are assumed by the Grantee. When said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

WITNESS the signature of the company on this 7th day of November, 2003.

[Signature]
JAMES M. GOLDSMITH

[Signature]
GENEVIEVE LYONS

BK 1648PG0553

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of November, 2003, within my jurisdiction, the within named James M. Goldsmith and Genevieve Lyons, who acknowledged that they executed the above and foregoing instrument, after first having been duly authorized to do so.

My Commission Expires:

[Signature]
NOTARY PUBLIC



Notary Public State of Mississippi
At Large
My Commission Expires
May 28, 2005
BONDED THROUGH
HEDEX, BROOKS & GARLAND, INC.

Grantor's Address:
203 A N. Lang Avenue
Long Beach, MS 39560
(228) 864-0251

Grantee's Address:
203 A. N. Lang Avenue
Long Beach, MS 39560
(228) 864-0251

This instrument prepared by:
JOHN H. RICE
Attorney at Law
1418 20th Avenue
Gulfport, MS 39501
(228) 863-0904

The Clerk reported that twenty (20) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

MINUTES OF JUNE 22, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION
City of Long Beach



LEGAL NOTICE
PUBLIC MEETING

In accordance with Section 4 of the City of Long Beach Sidewalk Ordinance 187 as amended by Ordinance 615, 616 and 647, notice is hereby given advising that the Planning and Development Commission for the City of Long Beach will hold a Public Meeting for the purpose of considering a Variance.

Thor Goldsmith, 203A North Long Avenue, Long Beach, MS, 39560, has filed an application for a Variance in accordance with the Long Beach Sidewalk Ordinance. The applicant is requesting a Variance from the placement of a sidewalk on a newly developed lot. The location of the requested Variance is 127 North Long Avenue, Tax Parcel 0512H-01-005-000 and 0512H-01-004-000. The legal description is as follows:

LOTS 5 & 6 OF HARBOR VIEW

A public meeting to consider the above Variance will be held in the City of Long Beach, Mississippi 39560, Thursday, June 22, 2023, 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 Variance.

/s/ signed
Chairman
Planning Commission

201 Jeff Davis • P.O. Box 429 • Long Beach, MS 39560 • (228) 661-1556 • FAX: (228) 663-0522
www.cityoflongbeach.ms.gov

Table with 3 columns: Avery, Middle, and Last Name, First Name, and Address. Lists names and addresses of attendees such as Jones Gracie M, Stallings Craig D, Ross William's Stanley and Paula J, etc.

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, HANA V. DARRL, known to me to be the Notary Public for 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 one hundred sixty (60) days 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 May 30, 2023, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to twenty (20) property owners within 160 feet of 127 North Long Avenue, Tax Parcel 0512H-01-004,000 and 0512H-01-005,000, notifying them that a public meeting will be held June 22, 2023, to consider an application for a Variance submitted by Thor Goldsmith.

Given under my hand this the 30th of May 2023

[Signature]
NOTARY PUBLIC

SWORN TO AND SUBSCRIBED before me on this the 30th day of May 2023.

[Signature]
NOTARY PUBLIC



MINUTES OF JUNE 22, 2023
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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:

City of Long Beach



LEGAL NOTICE
PUBLIC MEETING

In accordance with Section 4 of the City of Long Beach Sidewalk Ordinance 587 as amended by Ordinance 615, 636 and 647, notice is hereby given that the Planning and Development Commission for the City of Long Beach will hold a Public Meeting for the purpose of considering a Variance.

Tror Goldsmith, 2034 North Lang Avenue, Long Beach, MS, 39560, has filed an application for a Variance in accordance with the Long Beach Sidewalk Ordinance. The applicant is requesting a Variance from the placement of a sidewalk on a newly developed lot. The location of the requested Variance is 123 North Lang Avenue, Tax Parcel 0512103 005 000 and 05121 03 00Y 000. The legal description is as follows:

LOTS 5 R A R U H 10 HARBOR VIEW

A public meeting to consider the above Variance will be held in the City of Long Beach, Mississippi, 39160, Thursday, June 22, 2023, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 231 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the Variance.

/s/ Signed
 Chairman
 Planning Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 643-1206 • FAX (228) 465-8022
 www.cityoflongbeach.com

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

- Diane Peters, 123 North Lang Avenue, spoke in favor of the variance stating there are no other sidewalks on the street.
- Carolyn Stallings, 107 Church Street, spoke in favor of the variance to not install a sidewalk.
- Gracie Jones, 114 North Lang Avenue, spoke in favor to not install a sidewalk.

Noted for the record:

**MINUTES OF JUNE 22, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

PUBLIC COMMENTS <u>IN FAVOR OF</u>	
SUBJECT MATTER: Variance ADDRESS: 122 North Lang Avenue Tax Parcel(s): 0512H-01-004.000 and 0512H-01-005.000 APPLICANT(S): Thor Goldsmith	
PLEASE PRINT NAME / ADDRESS / PHONE	COMMENT
1 <i>Diane Betea</i>	
2 <i>Sharon Jones</i>	
3 <i>Annie Lyons</i>	
4 <i>Carolyn Stalling</i>	
5 <i>[Signature]</i>	
6 <i>[Signature]</i> 203 N Lang Ave	No sidewalk necessary
7 <i>Steve McNally</i> 2007 34th Mississippi 228-365-8936	
8	
9	
10	

City of Long Beach
 Planning and Development Commission – Public Hearing

Date: June 22, 2023

Page ___ of ___

Letter of no objection to Ordinance #587 requirement to construct a sidewalk.

CITY OF LONG BEACH
 201 Jeff Davis Avenue/ PO BOX 929
 Long Beach, MS 39560

Dear Planning Department,

I am writing to express my support for the variance request filed by [Thor Goldsmith] regarding Ordinance #587 requirement to construct a sidewalk on a project in front of their property located at [122 N Lang Ave Long Beach MS 39560]. I would like to formally state that I have no objection to the granting of this variance.

As a resident of the local community, I am familiar with the surrounding area and the conditions that apply to the property in question. In my opinion, [Thor Goldsmith] 's request for a variance is reasonable and warranted given the unique circumstances of their property.

I believe that [Thor Goldsmith] has presented a compelling case for why compliance with the sidewalk requirement would cause them undue hardship, and I support their request for a variance in this matter. I understand that a variance would allow them to maintain the character and integrity of their property while minimizing the impact on the surrounding area.

In conclusion, I respectfully request that you consider this letter as a statement of no objection to the variance request filed by [Thor Goldsmith]. Thank you for your attention to this matter.

Sincerely,

Name *James Goldsmith*

Date *MAY 18 - 2023*

Address *203A N LANG AVE
 Long Beach MS 39560*

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Letter of no objection to Ordinance #587 requirement to construct a sidewalk.

CITY OF LONG BEACH
201 Jeff Davis Avenue/ PO BOX 929
Long Beach, MS 39560

Dear Planning Department,

I am writing to express my support for the variance request filed by [Thor Goldsmith] regarding Ordinance #587 requirement to construct a sidewalk on a project in front of their property located at [122 N Lang Ave Long Beach MS 39560]. I would like to formally state that I have no objection to the granting of this variance.

As a resident of the local community, I am familiar with the surrounding area and the conditions that apply to the property in question. In my opinion, [Thor Goldsmith]'s request for a variance is reasonable and warranted given the unique circumstances of their property.

I believe that [Thor Goldsmith] has presented a compelling case for why compliance with the sidewalk requirement would cause them undue hardship, and I support their request for a variance in this matter. I understand that a variance would allow them to maintain the character and integrity of their property while minimizing the impact on the surrounding area.

In conclusion, I respectfully request that you consider this letter as a statement of no objection to the variance request filed by [Thor Goldsmith]. Thank you for your attention to this matter.

Sincerely,

Carolyn Stallings
Name
CAROLYN STALLINGS

Date 5/19/2023

Address
107 Church Street
Long Beach, MS 39560

Letter of no objection to Ordinance #587 requirement to construct a sidewalk.

CITY OF LONG BEACH
201 Jeff Davis Avenue/ PO BOX 929
Long Beach, MS 39560

Dear Planning Department,

I am writing to express my support for the variance request filed by [Thor Goldsmith] regarding Ordinance #587 requirement to construct a sidewalk on a project in front of their property located at [122 N Lang Ave Long Beach MS 39560]. I would like to formally state that I have no objection to the granting of this variance.

As a resident of the local community, I am familiar with the surrounding area and the conditions that apply to the property in question. In my opinion, [Thor Goldsmith]'s request for a variance is reasonable and warranted given the unique circumstances of their property.

I believe that [Thor Goldsmith] has presented a compelling case for why compliance with the sidewalk requirement would cause them undue hardship, and I support their request for a variance in this matter. I understand that a variance would allow them to maintain the character and integrity of their property while minimizing the impact on the surrounding area.

In conclusion, I respectfully request that you consider this letter as a statement of no objection to the variance request filed by [Thor Goldsmith]. Thank you for your attention to this matter.

Sincerely,

Gracie Jones
Name
GRACIE JONES

Date 5/19/2023

Address
115 North Lang Avenue
Long Beach, MS 39560

**MINUTES OF JUNE 22, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Letter of no objection to Ordinance #587 requirement to construct a sidewalk.

CITY OF LONG BEACH
201 Jeff Davis Avenue/ PO BOX 929
Long Beach, MS 39560

Dear Planning Department,

I am writing to express my support for the variance request filed by [Thor Goldsmith] regarding Ordinance #587 requirement to construct a sidewalk on a project in front of their property located at [122 N Lang Ave Long Beach MS 39560]. I would like to formally state that I have no objection to the granting of this variance.

As a resident of the local community, I am familiar with the surrounding area and the conditions that apply to the property in question. In my opinion, [Thor Goldsmith] 's request for a variance is reasonable and warranted given the unique circumstances of their property.

I believe that [Thor Goldsmith] has presented a compelling case for why compliance with the sidewalk requirement would cause them undue hardship, and I support their request for a variance in this matter. I understand that a variance would allow them to maintain the character and integrity of their property while minimizing the impact on the surrounding area.

In conclusion, I respectfully request that you consider this letter as a statement of no objection to the variance request filed by [Thor Goldsmith]. Thank you for your attention to this matter.

Sincerely,

Name *VICTOR A. Dedeaux* Date *5/19/23*
VICTOR A. Dedeaux

Address *209 N. LANG AVE.*
LONG BEACH MS. 39560

Letter of no objection to Ordinance #587 requirement to construct a sidewalk.

CITY OF LONG BEACH
201 Jeff Davis Avenue/ PO BOX 929
Long Beach, MS 39560

Dear Planning Department,

I am writing to express my support for the variance request filed by [Thor Goldsmith] regarding Ordinance #587 requirement to construct a sidewalk on a project in front of their property located at [122 N Lang Ave Long Beach MS 39560]. I would like to formally state that I have no objection to the granting of this variance.

As a resident of the local community, I am familiar with the surrounding area and the conditions that apply to the property in question. In my opinion, [Thor Goldsmith] 's request for a variance is reasonable and warranted given the unique circumstances of their property.

I believe that [Thor Goldsmith] has presented a compelling case for why compliance with the sidewalk requirement would cause them undue hardship, and I support their request for a variance in this matter. I understand that a variance would allow them to maintain the character and integrity of their property while minimizing the impact on the surrounding area.

In conclusion, I respectfully request that you consider this letter as a statement of no objection to the variance request filed by [Thor Goldsmith]. Thank you for your attention to this matter.

Sincerely,

Name *Genevieve Goldsmith* Date *MAY 19-23*

Address *Genevieve Goldsmith*
201 N LANG AV
Long Beach MS 39560

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

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

The second public hearing to consider a Zone Map Change for the property located at 0 Klondyke Road, Tax Parcel 0611K-02-005.002, submitted by Paul A. and Janet Carrubba, owners, and Stephan Santibanez, agent, as follows:

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AuthentiSign ID: 07300F4D-7881-4459-AD71-19B47205E2CC



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 5-26-23
Zoning C-1/R-1
Agenda Date 6-22-23
Check Number 1196

I. TYPE OF CASE: **ZONE CHANGE REQUEST**

II. Advalorem Tax Parcel Number(s): 0611K-02-005.002

III. Address of Property Involved: 0 KLONDYKE

IV. Statement clearly explaining the request being made for case review. (Attach supplemental pages if necessary.)
This property already has C-2 zoning along Klondyke that is approximately 250' deep and the remaining 420' is zoned R-1. We would like to make the entire property C-2 and build a daycare and after school care facility

V. **REQUIRED ATTACHMENTS:**

- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.
- B. **Survey and Site Plan.** If the proposed amendment would require a change in the Zoning Map, a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;
- C. **Development schedule.** The time schedule for the beginning and completion of development planned by the applicant in the area, if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage.
- D. **Effect of Amendment.** A report giving the nature, description and effect of the proposed amendment, if the proposed amendment would require a change in the Zoning Map, description of the probable effect on the surrounding land uses and properties.
- E. **Error.** The error in the Ordinance that would be corrected by the proposed amendment, if the intent is to correct an error.
- F. **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.
- G. **Fee.** Attach a check in the amount of \$100.00. 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 21 days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

Ownership: I the undersigned 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.

Paul A & Janet Carrubba
Name of Rightful Owner (PRINT)
401 Warwick Rd
Owner's Mailing Address
Clinton, MS 39056
City State Zip
(601) 946-3096
Phone

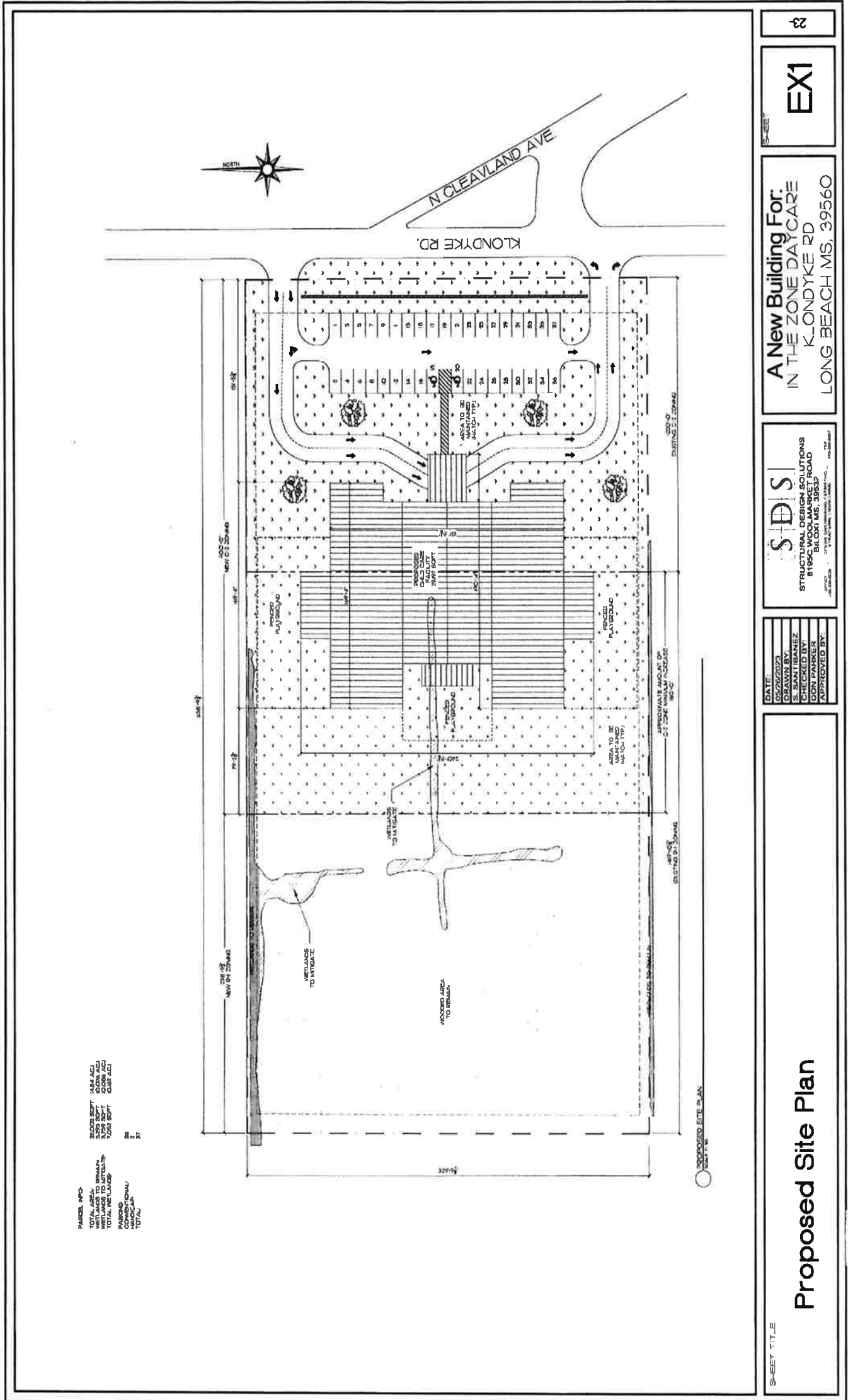
Stephan Santibanez
Name of Agent (PRINT)
8195 C Woolmarket Rd
Agent's Mailing Address
Biloxi, MS 39532
City State Zip
(228) 396-1733
Phone

AuthentiSign
Paul A Carrubba
5/26/2023 6:51:37 PM EDT
Signature of Rightful Owner
Date
05/26/2023

AuthentiSign
Janet Carrubba
5/26/2023 6:52:37 PM EDT
Date
05/26/2023

[Signature]
Signature of Agent
05/26/23
Date

MINUTES OF JUNE 22, 2023
 REGULAR MEETING
 LONG BEACH PLANNING and DEVELOPMENT COMMISSION



PANEL INFO	
TOTAL AREA	125,422
WETLANDS TO MITIGATE	12,500
TOTAL WETLANDS	12,500
CONVERSION	2
MANICAP	2
TOTAL	27

BLANKS	
BLANKS	125,422
BLANKS	12,500
BLANKS	12,500
BLANKS	2
BLANKS	2
TOTAL	27

SHEET TITLE

Proposed Site Plan

DATE: 05/26/2023
 DRAWN BY: S. SANTIBANEZ
 CHECKED BY: DON PASKALY
 APPROVED BY:

S D S
 STRUCTURAL DESIGN SOLUTIONS
 8195C WOOLMARKET ROAD
 BILOXI, MS, 39533
 PHONE: 601.373.1111 FAX: 601.373.1112

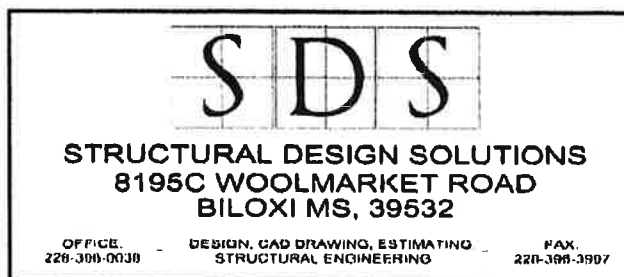
A New Building For:
 IN THE ZONE DAYCARE
 K-LONDYKE RD
 LONG BEACH MS, 39560

EX1

23

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

May 25, 2023
In the Zone, Long Beach MS



Designation of representative:

I, Donald Parker, as the applicant of this zoning change request, do hereby designate Stephan Santibanez as my representative and authorize them to speak on my behalf for all matters concerning this zoning change request.

Signature: Donald Parker

Date: 5/25/23



Interest and Ownership

Applicant: Structural Design Solutions
8195C Woolmarket Rd
Biloxi MS, 39532
T: (228) 396-1733
Don Parker, President.
Steve Santibanez, SDS representative.

Representing Vincent Burke Owner of 'In the Zone' daycares.

Owners: Peter Antonio Carrubba
Kathryn E. Matthews
401 Warwick Rd
Clinton MS, 39056
T: (601) 946-3096

Property of interest: 0611K-02-005.002
Klondyke Rd
Long Beach MS, 39560

Vincent Burke has an interest in purchasing said property if it can accommodate the planned development by adjusting the demarcation of the R-1 and C-2 zoning.

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Owners of adjacent properties:

To the South -

0611K-02-006.000
MSL PROPERTIES II LLC
20231 CLIFF ALLEN LN LONG BEACH, MS 39560

0611K-02-006.001
LONG BEACH, CITY OF

To the West -

0611K-02-005.001
SPEARS PAULA J CARRUBBA
104 QUARLES ST LONG BEACH, MS 39560

0611K-02-005.000
CARRUBBA ALICE V -EST- ETAL
C/O PAULA SPEARS 104 QUARLES ST LONG BEACH, MS 39560

To the North -

0611K-02-004.000
CARRUBBA ALICE V -EST-
C/O PAULA SPEARS 104 QUARLES ST LONG BEACH, MS 39560

0611K-02-001.000
PRICE KAREN ROSE
511 KLONDYKE RD LONG BEACH, MS 39560

May 25, 2023
In the Zone, Long Beach MS



Development Schedule:

Work will begin on construction plans after closing.

Construction will begin as soon as permitting is provided (estimated November 2023-January 2024) in order to complete by August 2024.

This will be a single stage project.

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

May 25, 2023
In the Zone, Long Beach MS



Effect of amendment:

The only neighboring properties adjacent to the proposed zoning change are, like the property in question, combinations of R-2 and C-2 already. This adjustment of the zoning demarcation won't change what zone the adjacent properties abut, only where that abutment occurs.

The most probable effect this change could have would be a community need fulfilled, a positive influence on local youth through the after school program, and job creation.

May 25, 2023
In the Zone, Long Beach MS



Error:

This request is not due to an error on the part of The City of Long Beach.

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Prepared By: Charles N. Purrott, MSBA 4026, Adams and Reese LLP, 1018 Highland Colony Parkway, Suite 600, Ridgeland, MS 39157, (601) 353-3234
Alter Recording, Wetars to: Charles N. Purrott, MSBA 4026, Adams and Reese LLP, 1018 Highland Colony Parkway, Suite 600, Ridgeland, MS 39157
Indexing Instructions: N 1/4 of Lot 7, Subdivision, Section 11, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi

WARRANTY DEED

BY

PETER ANTONIO CARRUBBA, KATHRYN E. MATTHEWS, RAYMOND B. CARRUBBA, MARILYN V. FRANKE, individually, MARILYN V. FRANKE, as Executrix of the Estate of Dorothy E. Carrubba, Deceased, CLAYTON G. CARRUBBA, CATHERINE C. CARRUBBA, EARLE BRYAN CARRUBBA, FRANCES HUMPHREY CARRUBBA GAMBLE, JOHN J. CARRUBBA, STEVEN G. CARRUBBA, MICHAEL T. CARRUBBA, JOANN CARRUBBA-SMITH, MARGUERITE A. CARRUBBA and RICHARD B. CARRUBBA
401 Warwick Road
Clinton, MS 39056
601-924-7459
("Grantor")

TO

PAUL A. CARRUBBA and JANET CARRUBBA
401 Warwick Road
Clinton, MS 39056
601-924-7459
("Grantee")

Pertaining to property located in the First Judicial District of Harrison County, Mississippi

32151956

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that PETER ANTONIO CARRUBBA, KATHRYN E. MATTHEWS, RAYMOND B. CARRUBBA, MARILYN V. FRANKE, individually, MARILYN V. FRANKE, as Executrix of the Estate of Dorothy E. Carrubba, Deceased, CLAYTON G. CARRUBBA, CATHERINE C. CARRUBBA, EARLE BRYAN CARRUBBA, FRANCES HUMPHREY CARRUBBA GAMBLE, JOHN J. CARRUBBA, STEVEN G. CARRUBBA, MICHAEL T. CARRUBBA, JOANN CARRUBBA-SMITH, MARGUERITE A. CARRUBBA and RICHARD B. CARRUBBA (collectively "Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to Grantor paid by PAUL A. CARRUBBA and JANET CARRUBBA (collectively "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey and warrant to Grantee, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

Together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

This conveyance is subject to:

- 1. Ad valorem property taxes for the 2018 tax year and all subsequent years.
- 2. All easements, restrictions, reservations, encumbrances and other matters appearing of record.
- 3. Zoning and building laws, rules, regulations and ordinances.
- 4. Matters or conditions that would be disclosed by an accurate survey or inspection of the property, including, but not limited to, environmental conditions.

TO HAVE AND TO HOLD unto Grantee and its successors and assigns in fee simple forever.

[Remainder of Page Intentionally Blank]

[Signature pages follow with a separate signature page for each Grantor]

32151956

[Remainder of Page Intentionally Blank]

[Signature pages follow with a separate signature page for each Grantor]

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 22nd day of July, 2018.

[Signature]

PETER ANTONIO CARRUBBA

STATE OF *South Carolina*

COUNTY OF *Dorchester*

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of July, 2018, within my jurisdiction, the within named PETER ANTONIO CARRUBBA, who acknowledged that (he)(she) executed the above and foregoing instrument

[Signature]

Notary Public

My commission expires: *02-15-2024*

(SEAL)



IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this ___ day of ___, 2018.

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 27th day of July, 2018.

Kathryn E. Matthews
KATHRYN E. MATTHEWS

STATE OF MS
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of July, 2018, within my jurisdiction, the within named KATHRYN E. MATTHEWS, who acknowledged that (he)(she) executed the above and foregoing instrument.

[Signature]
Notary Public

My commission expires: 01-30-2022



52151956

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 27th day of July, 2018.

Ray B. Carrubba
RAYMOND B. CARRUBBA

STATE OF MS
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of July, 2018, within my jurisdiction, the within named RAYMOND B. CARRUBBA, who acknowledged that (he)(she) executed the above and foregoing instrument.

[Signature]
Notary Public

My commission expires: 01-30-2022



52151956

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 27th day of July, 2018.

Marilyn V. Franke
MARILYN V. FRANKE, Individually

STATE OF MS
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of July, 2018, within my jurisdiction, the within named MARILYN V. FRANKE, who acknowledged that (he)(she) executed the above and foregoing instrument.

[Signature]
Notary Public

My commission expires: 01-30-2022



Marilyn V. Franke, Co-Executor
MARILYN V. FRANKE, as Co-Executor of the Estate of Dorothy E. Carrubba, Deceased

STATE OF MS
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of July, 2018, within my jurisdiction, the within named Marilyn V. Franke, who acknowledged that (he)(she) is Executrix of the Estate of Dorothy E. Carrubba, deceased, and that in said representative capacity (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
Notary Public

My commission expires: 01-30-2022



52151956

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 28th day of July, 2018.

[Signature]
CLAYTON G. CARRUBBA

STATE OF Tennessee
COUNTY OF Sevier

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of July, 2018, within my jurisdiction, the within named CLAYTON G. CARRUBBA, who acknowledged that he/she executed the above and foregoing instrument.

[Signature]
Notary Public

My commission expires: Feb 23 2021



52151956

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 28th day of July, 2018.

[Signature]
CATHERINE C. CARRUBBA

STATE OF MS
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of July, 2018, within my jurisdiction, the within named CATHERINE C. CARRUBBA, who acknowledged that he/she executed the above and foregoing instrument.

[Signature]
Notary Public

My commission expires: 4/16/26



52151956

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 27th day of July, 2018.

[Signature]
EARLE BRYAN CARRUBBA

STATE OF Mississippi
COUNTY OF Lumberton

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of July, 2018, within my jurisdiction, the within named EARLE BRYAN CARRUBBA, who acknowledged that he/she executed the above and foregoing instrument.

[Signature]
Notary Public

My commission expires: 05-08-2022



52151956

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

10

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 30 day of July, 2018.

Frances Humphrey Carrubba Gamble
FRANCES HUMPHREY CARRUBBA GAMBLE

STATE OF North Carolina
COUNTY OF Hcedulorby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of July, 2018, within my jurisdiction, the within named FRANCES HUMPHREY CARRUBBA GAMBLE, who acknowledged that (he)(she) executed the above and foregoing instrument.

Nawincharade Annin
Notary Public

My commission expires: 29th Sept. 2021



52151956

11

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 27 day of July, 2018.

John J. Carrubba
JOHN J. CARRUBBA

STATE OF Ms
COUNTY OF Warren

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27 day of July, 2018, within my jurisdiction, the within named JOHN J. CARRUBBA, who acknowledged that (he)(she) executed the above and foregoing instrument.

Rhonda Schultz

Notary Public

My commission expires: 02-09-2019



12

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 27 day of July, 2018.

Steven G. Carrubba
STEVEN G. CARRUBBA

STATE OF Ms
COUNTY OF Warren

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27 day of July, 2018, within my jurisdiction, the within named STEVEN G. CARRUBBA who acknowledged that (he)(she) executed the above and foregoing instrument.

Rhonda Schultz

Notary Public

My commission expires: 02-09-2019



MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

13

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 21 day of July, 2018.

Michael T. Carrubba

MICHAEL T. CARRUBBA

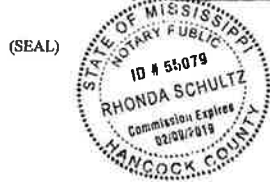
STATE OF ms
COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21 day of July, 2018, within my jurisdiction, the within named MICHAEL T. CARRUBBA, who acknowledged that (he)(she) executed the above and foregoing instrument.

Rhonda Schultz

Notary Public

My commission expires: 02-09-2019



14

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 21 day of July, 2018.

Joann Carrubba-Smith

JOANN CARRUBBA-SMITH

STATE OF ms
COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21 day of July, 2018, within my jurisdiction, the within named JOANN CARRUBBA-SMITH, who acknowledged that (he)(she) executed the above and foregoing instrument.

Rhonda Schultz

Notary Public

My commission expires: 02-09-2019



15

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 21 day of July, 2018.

Marguerite A. Carrubba

MARGUERITE A. CARRUBBA

STATE OF ms
COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21 day of July, 2018, within my jurisdiction, the within named MARGUERITE A. CARRUBBA, who acknowledged that (he)(she) executed the above and foregoing instrument.

Rhonda Schultz

Notary Public


My commission expires: 02-09-2019



MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

16

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 27 day of July, 2018.


RICHARD B. CARRUBBA

STATE OF ms
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27 day of July, 2018, within my jurisdiction, the within named RICHARD B. CARRUBBA, who acknowledged that (he)(she) executed the above and foregoing instrument.



My commission expires: 02-09-2019

(SEAL)



17

Exhibit "A"
Legal Description

A parcel of land situated and being located in the North 1/2 of Lot 7, SEAL, SUBDIVISION, Section 11, 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 Southwest corner of the said North 1/2 of Lot 7; thence run south 89 degrees 51 minutes 59 seconds East 639.81 feet along the south line of the North 1/2 of Lot 7 to the Point of Beginning of the parcel herein described; thence continue from said Point of Beginning, South 89 degrees 51 minutes 59 seconds East 639.81 feet along the south line of the North 1/2 of Lot 7 to the westerly margin of Klondyke Road; thence run North 00 degrees 04 minutes 52 seconds West 330.00 feet along the westerly margin of Klondyke Road to the north line of Lot 7; thence run North 89 degrees 51 minutes 59 seconds West 638.97 feet along the north line of Lot 7; thence run South 00 degrees 03 minutes 51 seconds West 330.00 feet to the Point of Beginning.

This being Harrison County Tax Parcel #0611K-02-005.002.

52151956

The Clerk reported that twenty (20) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
City of Long Beach



LEGAL NOTICE
PUBLIC HEARING

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

Paul A. and Janet Carrubbs, 401 Warwick Road, Clinton, MS, 39056 (owners) and Stephen Santibanes, 8195 C Woolmarket Road, Biloxi, MS, 39532 (agent), have filed an application for a Zone Map Change in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant is requesting to change the zoning of their property that is currently zoned C-2 for 250' and R-1 for the remaining 420' to C-2 for the entire parcel, "the property already has C-2 zoning along Klondyke Road that is approximately 290' deep and the remaining 420' is zoned R-1. We would like to make the entire property C-2 and build a daycare and after school care facility". The location of the request is 0 Klondyke Road, Tax Parcel 0611K-02-005-202. The legal descriptions are as follows:

4.8 AC DCG 31 FT N OF INTER OF WLY MAR OF KLONDYKE RD B N MAR OF TODD TERRACE N ALONG KLONDYKE RD 130 FT W 639 FT S 330 FT E 639 FT TO POSITION A PART OF LOT 7 CF SEAL SUBD SEC 11-8-12

A Public Hearing to consider the above Zone Map Change will be held in the City of Long Beach, Mississippi, 39560, June 22, 2023, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed
Chairman
Planning and Development Commission

201 Jeff Davis • PO. Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822
www.cityoflongbeach.ms.gov

Table with 3 columns listing attendees and their addresses. Includes names like Karen Rose Price, Steen Alden and Patricia W, Carrunha Christopher C, etc.

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, STEACE DAHL, the undersigned legal authority authorized to administer oaths in and for the judicial circuit wherein and on this day personally appeared me, THANA M. DAVIS, sworn to me to be the Minute 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 one hundred thirty feet (100') 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 May 18, 2023, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to the only (03) property owners within 147' of 0 Klondyke Road, Tax Parcel 0611K-02-005-202, notifying them that a public hearing will be held, June 22, 2023, to consider an application for a Zone Map Change submitted by Paul A. and Janet Carrubbs (owners) and Stephen Santibanes (agent).

Given under my hand this the 30th of May 2023.

Signature of Steace Dahl
STEACE DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 30th day of May 2023

Signature of Notary Public
NOTARY PUBLIC

My Commission Expires



**MINUTES OF JUNE 22, 2023
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 specking in favor or opposition and the following came forward:

- Martin Jones, 540 Mockingbird Drive, spoke in favor of the zone change request stating the City of Long Beach needs more businesses and especially daycare facilities. He has researched the proposed business and believes they are a reputable business and that the area is a good place for the proposed business. The location is convenient for all schools and new neighborhoods and feels the new proposed roundabout at Klondyke Road and Commission Road will help with the increase of traffic.
- Paul Carrubba, 401 Warwick Road, Clinton, MS, 39056, owner of the property, spoke stating he was born and raised in the City of Long Beach and purchased the property from family and is aware of the zone. He is in favor of the proposed daycare facility and he could not think of a better business. He feels that the property being located in a C-2 (General Commercial) Zone, a bar could be built by right on the property without a zone change required. He does propose that a buffer be left on the rear of the property.
- Leonard Carrubba, 105 Summer Lane, spoke in opposition of the zone change stating that once you rezone a piece of property you cannot change it back. He stated that as a former alderman he knows that in order to rezone a piece of property, you need to explain that there is not enough commercial property in the

**MINUTES OF JUNE 22, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

city available. He believes there is plenty of commercial property available in the City and the developers should research another piece of property.

- Alden Steen, 110 Summer Lane, spoke in opposition of the zone change stating it would increase the amount of traffic in an already congested area.
- Paula Speers, 104 Quarles Street, spoke in opposition, stating she is concerned for the increase in traffic. She believes there is plenty of commercial property available and if the property is rezoned commercial, anything can go there.
- Steve McNally, 20073 Commission Road, spoke expressing his concerns for the increase of traffic in the area if the zone change is approved. He asked for clarification of the application. He is concerned with what other businesses can develop if the zone change is approved. He also spoke regarding the size of legal notice publication and the sizing being very small. He called Hunter Dawkins, the owner of the Gazebo Gazette, to express his concerns. He stated that Mr. Dawkins informed him that he decides the size of the public hearing notice and not the city. He gave the notice to 5 people and only 1 person could easily read it. Lastly, he is against the proposed zone map change.
- Paul Carrubba, 401 Warwick Road, Clinton, MS, 39056, spoke again regarding the traffic concerns, stating that the property is already zoned a C-2, and any business going there could create a large amount of traffic. The property is for sale and he intends to sell it.

Noted for the record:

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

PUBLIC COMMENTS IN FAVOR OF	
<small>SUBJECT MATTER: Zone Map Change ADDRESS: 0 Klondyke Road Tax Parcel(s): 0611K-02-005.002 APPLICANT(S): Paul A and Janet Carrubba (owners) and Stephan Santibanez (agent)</small>	
PLEASE PRINT NAME / ADDRESS / PHONE	COMMENT
1 <i>Martino Jones 540 Meekinsford Dr 228 341-2022</i>	<i>LB needs new business</i>
2 <i>Stephan Santibanez 218 Keweenaw 210-215-5511 (601)946-3096</i>	
3 <i>PAUL CARRUBBA</i>	
4	
5	
6	
7	
8	
9	
10	

City of Long Beach
Planning and Development Commission – Public Hearing
Date: June 22, 2023

Page ___ of ___

PUBLIC COMMENTS IN OPPOSITION OF	
<small>SUBJECT MATTER: Zone Map Change ADDRESS: 0 Klondyke Road Tax Parcel(s): 0611K-02-005.002 APPLICANT(S): Paul A and Janet Carrubba (owners) and Stephan Santibanez (agent)</small>	
PLEASE PRINT NAME / ADDRESS / PHONE	COMMENT
1 <i>Edwin R. Wayne 14 Todd Terrace 228-697-5978</i>	
2 <i>LEONARD CARRUBBA 105 Summer Ln 228-229-4674</i>	<i>Keep Zoned Same</i>
3 <i>Brian Lobbie 16 TODD TERR 228-313-1834</i>	
4 <i>Karen Price 511 Klondyke 228-547-6898</i>	<i>Keep zoning the same</i>
5 <i>PAULA Carrubba Spars 228 697 7814</i>	<i>Keep zoning same</i>
6 <i>Mike Spear</i>	<i>Keep Zoned Same</i>
7 <i>Tammy Triplett 108 Summer Ln 228-443-3860</i>	<i>Keep Zone same</i>
8 <i>ALDEN H. STEEN 110 SUMMER LN</i>	<i>" " " stop this again</i>
9 <i>France X. Carrubba LeBlanc</i>	<i>Keep it as is.</i>
10	

City of Long Beach
Planning and Development Commission – Public Hearing
Date: June 22, 2023

Page ___ of ___

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

TO: PLANNING & DEVELOPMENT COMMISSION
P.O. Box 929
201 Jeff Davis Avenue
Long Beach, MS 39560

Frank Olaivar - Chairman (Mayor Appointee)
Shawn Barlow, Mayor Appointee
William "Billy" Suthoff, At-Large Appointee
Chris Fields, Ward 1 Appointee
Marcia Kruse, Ward 2 Appointee
Jennifer Glenn, Ward 3 Appointee
Sawyer Walters, Ward 4 Appointee
Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

I George Safford reside and/or own property at 440 Klondyke Rd
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,



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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

I Francis X. Carubba LeBlanc reside and/or own property at 660 Seal Ave Long Beach
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,



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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

I Jammy Triplett reside and/or own property at 108 Summer Ln LB.
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,



MINUTES OF JUNE 22, 2023
REGULAR MEETING
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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
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Bill Hessel, Advisor/Consultant

Commissioners,

I Karen Epperson Price reside and/or own property at 511 Klondyke Rd
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Karen E Price
22 June 2023

TO: **PLANNING & DEVELOPMENT COMMISSION**
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Long Beach, MS 39560

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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

I MIKE SPEARS reside and/or own property at SEAL AVE
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Mike Spears

TO: **PLANNING & DEVELOPMENT COMMISSION**
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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

I Edwin Wave reside and/or own property at 14 Todd Terrace
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Edwin R. Wave

MINUTES OF JUNE 22, 2023
REGULAR MEETING
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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

Susan Ware reside and/or own property at 14 Todd Terrace
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Susan Ware

unable to attend - recovering from illness

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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

Paula Carrubba Spear reside and/or own property at Seal Ave
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Paula Spear

TO: PLANNING & DEVELOPMENT COMMISSION
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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

Tucker Cape reside and/or own property at 4 Todd Terrace
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Tucker Cape

I can not attend hearing due to work.

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

I Elizabeth D. Capo reside and/or own property at 4 Todd Terrace HO, MS
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Elizabeth D. Capo

*Due to work, I cannot attend the Public Hearing on 6/29/23

TO: PLANNING & DEVELOPMENT COMMISSION
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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

I GLEN SMITH reside and/or own property at 10 Todd Terrace
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Glen C. Smith
- UNABLE TO ATTEND MEETING. G.S.

TO: PLANNING & DEVELOPMENT COMMISSION
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Long Beach, MS 39560

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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

I Renee Rodriguez reside and/or own property at 10 Todd Terrace
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Renee Rodriguez

- UNABLE TO ATTEND MEETING. (RR)

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,
Sabin Gentry reside and/or own property at 12 Todd Terrace
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You, Sabin Gentry

I can't make it to the meeting due to work.

TO: PLANNING & DEVELOPMENT COMMISSION
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Long Beach, MS 39560

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Michael Levens, Ward 5 Appointee
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Bill Hessel, Advisor/Consultant

Commissioners,
Michael Knock reside and/or own property at 6 Todd Terrace
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,
Can not attend meeting because of work

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Michael Levens, Ward 5 Appointee
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Bill Hessel, Advisor/Consultant

Commissioners,
Sally Bunch reside and/or own property at 6 Todd Terrace
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,
Can not attend meeting due to being sick

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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Justin Shaw, Ward 6 Appointee
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Bill Hessel, Advisor/Consultant

Commissioners,

Erica Vickerman reside and/or own property at 26 Todd Terrace, LB
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Erica Vickerman

Can not attend meeting due to children.
(20)

TO: PLANNING & DEVELOPMENT COMMISSION
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Long Beach, MS 39560

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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

Theresa Videman reside and/or own property at 26 Todd Ter.
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Theresa Videman

I cannot attend the meeting due to work schedule

Theresa Videman

TO: PLANNING & DEVELOPMENT COMMISSION
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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

Amanda Woodruff reside and/or own property at 22 Todd Terrace
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Amanda Woodruff

Unable to attend due to work issues AJW

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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Michael Levens, Ward 5 Appointee
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Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

I Bernice Capano reside and/or own property at 20 Todd Terrace respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Bernice Capano

*I am unable to attend meeting because of medical conditions
BC*

TO: PLANNING & DEVELOPMENT COMMISSION
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Long Beach, MS 39560

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Michael Levens, Ward 5 Appointee
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Bill Hessel, Advisor/Consultant

Commissioners,

I Marice Stevenson reside and/or own property at 20 Todd Terrace respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Marice Stevenson

*Will not be able to attend meeting because of work schedule
MS*

TO: PLANNING & DEVELOPMENT COMMISSION
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Long Beach, MS 39560

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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,

I Ryan Allen reside and/or own property at 12 Todd Terrace respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,

Ryan Allen

I won't be able to make it to the meeting due to work.

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,
I Leonard Canoy BBA ^{105 SUMNER LANE} reside and/or own property at 660 SEAF AVE, 640 SEAF
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,
Leonard Canoy

TO: PLANNING & DEVELOPMENT COMMISSION
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Michael Levens, Ward 5 Appointee
Justin Shaw, Ward 6 Appointee
Tina Dahl - Minutes Clerk
Bill Hessel, Advisor/Consultant

Commissioners,
I Nellie A. Badie reside and/or own property at 660 SEAF AVENUE
respectfully request that the property located on the west side of Klondyke Road at Cleveland Avenue
which is requesting a zone change, to remain zoned as it is presently zoned with the R1 remaining R1.

Thank You,
Nellie A. Badie

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

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried recommending to deny the Zone Change Request 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 22nd day of June 2023, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Commission Chairman Frank Olaivar, Vice Chairman Shawn

**MINUTES OF JUNE 22, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Barlow, Commissioners Sawyer Walters, Billy Suthoff, Justin Shaw, Chris Fields, Jennifer Glenn and Marcia Kruse, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Commissioner Michael Levens and City Advisor Bill Hessell.

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

Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried to approve the Regular Meeting minutes of June 8, 2023, as submitted.

It came for discussion under new business, a Tree Removal for the property located at 701 Forest Avenue, Tax Parcel 0511O-03-033.000, submitted by Charles Barry Rector, as follows:

MINUTES OF JUNE 22, 2023
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 6/13/23
Zoning R-1
Agenda Date 6-22-23
Check Number CASH

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

CR 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.

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

CR 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: 6/14/2023

PROPERTY INFORMATION

TAX PARCEL # 05110-03-033 000
Address of Property Involved: 701 Forest Ave. South
Property owner name: Charles Barry Rector
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: 701 Forest Ave. South
Phone No. 713 823-8461

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.:

The oak trunk is 10 feet from the house. The expanding root ball is now one foot from the house. The oak is causing damage to the

Number of Trees: bricks and slab.
7 Live Oak _____ Southern Magnolia

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

Charles Barry Rector 6/14/23
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

CR 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.

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

CR OWNERSHIP: Please provide a recorded warranty deed.

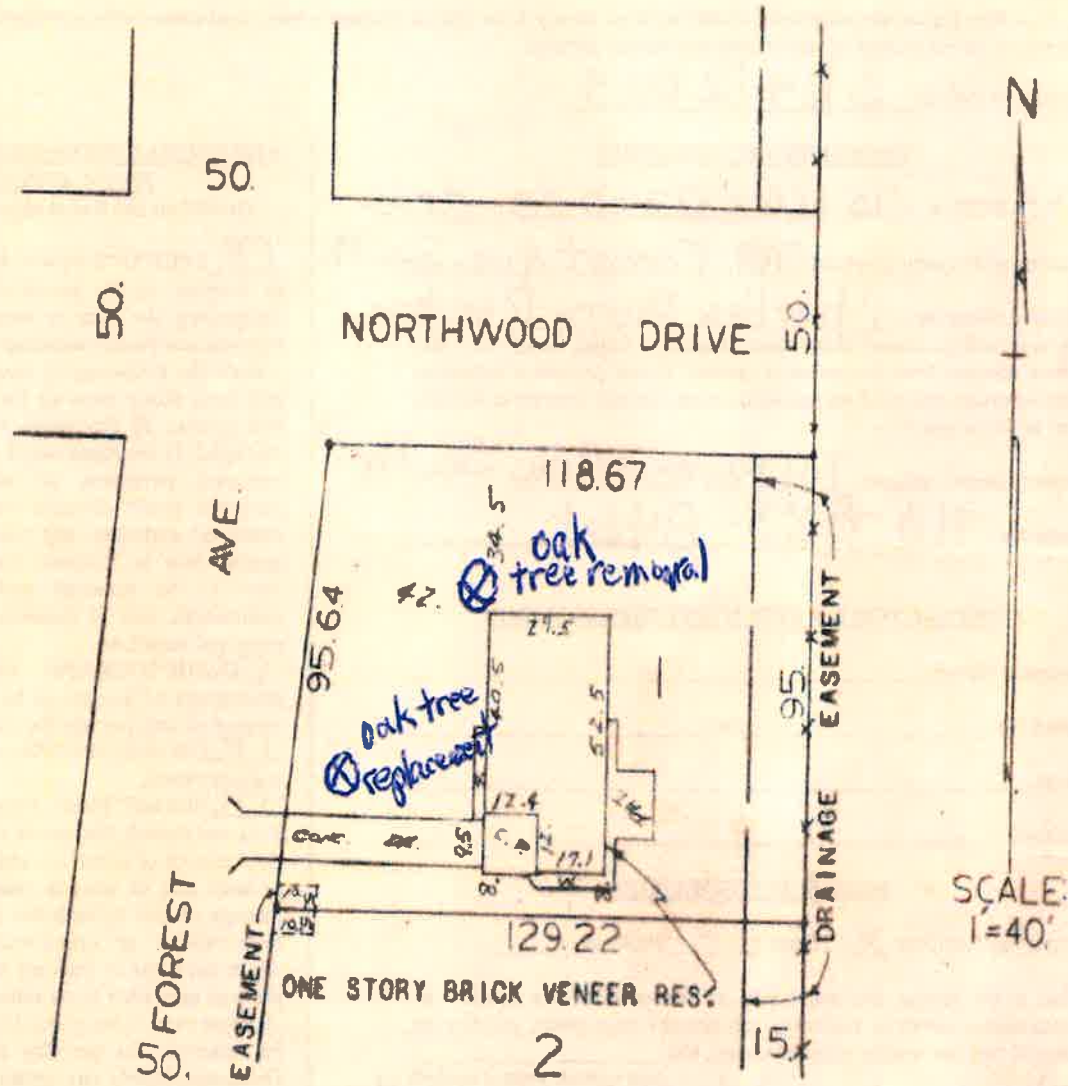
CR PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or 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.

CR 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.

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

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

SURVEY OF LOT 1, BLOCK 5, PECAN PARK SUBDIVISION, UNIT NO. 1, IN THE
S.W.¼ OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 12 WEST, HARRISON COUNTY,
MISSISSIPPI.



I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF
THE PROPERTY SHOWN ON THIS PLAT.

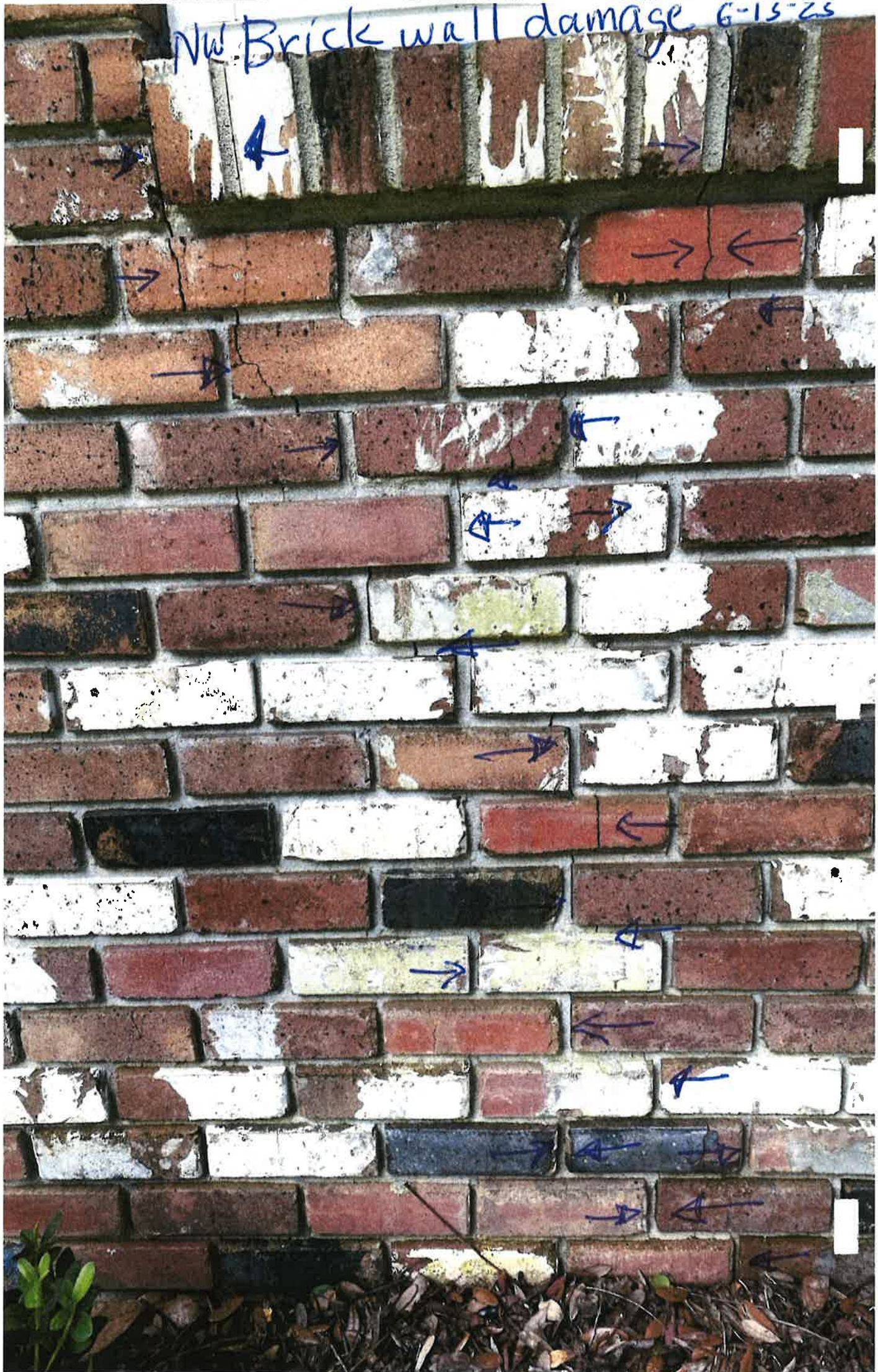
H. A. Campbell
H. A. CAMPBELL, REG. SURVEYOR,
AUGUST 7, 1967.



MINUTES OF JUNE 22, 2023
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**MINUTES OF JUNE 22, 2023
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STATE OF MISSISSIPPI
MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS

15330814

CERTIFICATE OF DEATH DEATH FILE 113-2023-036619

DATE OF DEATH: 1/19/2023
DECEASED: JOHN H. BARLOW
PLACE OF DEATH: LONG BEACH, MISSISSIPPI

1/19/2023
STATE REGISTRAR

WARNING: A REPRODUCTION OF THIS DOCUMENT READABLE AND VALID ONLY IF USED AS A TRUE AND CORRECT COPY OF THE ORIGINAL. IN ALL OTHER CASES, IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

MEMORANDUM

Date: June 17, 2023

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree Removal 701 Forest Ave.

The Tree Board approves the removal of the tree as requested by the applicant.

After considerable discussion and upon recommendation by the City of Long Beach Tree Board, Commissioner Walters made motion, seconded by Commissioner Shaw to approve the application as submitted. The question being put to a roll call vote, the result was as follows:

Commissioner Barlow	Voted	Yay
Commissioner Walters	Voted	Yay
Commissioner Suthoff	Voted	Yay
Commissioner Shaw	Voted	Yay
Commissioner Fields	Voted	Yay
Commissioner Glenn	Voted	Yay
Commissioner Kruse	Voted	Yay

**MINUTES OF JUNE 22, 2023
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The vote having received the affirmative vote of a majority of the Commissioners present and voting, Chairman Olaiivar declared the motion carried.

It came for discussion under new business, a Short-Term Rental for the property located at 1159 East Old Pass Road, Tax Parcel 0711M-05-005.000, submitted by Shellie Jochum, owner, and Brian Logan, Gulf Coast Properties, LLC, property manager, as follows:

MINUTES OF JUNE 22, 2023
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CITY OF LONG BEACH, MISSISSIPPI
APPLICATION FOR SHORT-TERM RENTAL

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

PROPERTY INFORMATION:

ADDRESS: 1159 Old Pass RD (Location of Short-Term Rental) Tax Parcel #: 0711m-DS005-000

OWNER'S INFORMATION:

Property Owner's Name: Shellee Joenum

Property Owner's Address: 12235 Kalispell St

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

Commerce City CO 80603

Property Owner's Phone No: 320-935-8379 Email Address: JoenumShellee@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: Brian Logan / Gulf Coast Properties LLC

Property Manager's Address: (Must be a local contact)

2100 18th St Gulfport MS 39560

Property Manager's Phone No: Yes @ Christine Email Address: 228 669 3058 gulfbeachrentals.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # 92-3644018
- Recorded Warranty Deed
- Parking Rules & Plan
- Trash Management Plan
- Copy of Proposed Rental Agreement
- Proof of Liability Insurance, which includes short term rental coverage

ADDITIONAL INFORMATION:

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

AFFIDAVIT

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

Shellee Joenum Shellee Joenum 6/5/23
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: 4	Maximum Vehicles allowed: 3	Number of bedrooms: 2	Number of people home can accommodate: 4
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I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: Ryan Losh Date: 6-16-23
Fire Inspector Signature: Date:

COMMENTS:

Date Received: 6-7-23
Agenda Date: 6-22-23
Amount Due/Paid: 250.00
Payment Method: CC

MINUTES OF JUNE 22, 2023
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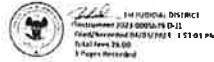
I Shellee Joachim, owner of the property located at 1159 Old Pass Rd. Tax Parcel 07111-0505000 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

Shellee Joachim
signature

6/7/23
date



SCANNED



Prepared by & Return to:
Michael D. Haas, Jr. Bar No. 5091
Haas & Haas Attorneys At Law
301 North Second Street
Hos St. Louis, MS 39520
228-467-6574

File No. 33 5103

Index at: Lots Thirty-Three (33) and Thirty-Four (34) in Block Eleven (11) of the OLD PLANTATION ADDITION, First Judicial District of Harrison County, Mississippi.

Address & Title of Grantor:
Kelly H. Creech, Trustee of the Humphreys LHC Revocable Living Trust dated on or about February 22, 2021
7970 Magnolia Loop, Pass Christian, MS 39571
228-213-8974

Address & Title of Grantee:
Shellee Sue Joachim
1723 S Katspell Street, Commerce City, CO 80603
720-935-8139

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum and amount of Ten and 00/100 (\$10.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged and other valuable considerations, receipt of which is hereby acknowledged I, Kelly H. Creech, Trustee of the Humphreys LHC Revocable Living Trust dated on or about February 22, 2021, do hereby convey and warrant unto Shellee Sue Joachim, the following described real property located in the First Judicial District of Harrison County, Mississippi, to-wit:

Lots Thirty-Three (33) and Thirty-Four (34) in Block Eleven (11) of the OLD PLANTATION ADDITION, as shown on the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Taxes for the year 2021 have been printed and are assumed by Grantee herein

James Bruce Humphreys departed this life on June 14, 2022 and a Certified Copy of his Death Certificate is attached hereto and made a part hereof as Exhibit "A".

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

The above-described property is subject to any restrictive covenants, reservations and easements of record.

WITNESS MY SIGNATURE on this, the 07 day of March, 2023

Kelly H. Creech, Trustee of the Humphreys LHC Revocable Living Trust dated on or about February 22, 2021

By: [Signature]
Kelly H. Creech, TRUSTEE

STATE OF MISSISSIPPI
PARISH/COUNTY OF HANCOCK

This day, personally appeared before me, the undersigned authority and for the aforesaid jurisdiction, the within named Kelly H. Creech, who acknowledged that she is the Trustee of the Humphreys LHC Revocable Living Trust dated on or about February 22, 2021, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and seal of office this the 07 day of March, 2023

[Signature]
NOTARY PUBLIC
(NOTARY SEAL REQUIRED) My commission expires: 3/17/24



**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



To our Guests.

Welcome to Louie's Beach Bungalow, this house was recently remodeled for your comfort. The beach is a very short drive or a long walk from the property. Louie's Beach Bungalow is located a few blocks away from downtown Long Beach with its restaurants and shopping.

The owner has personally decorated the property to provide that beach feel our guests expect when visiting the Mississippi Gulf Coast.

Smart TV's in our bedrooms and living areas allow you to select the entertainment of your choice.

This book contains information that will help to make your stay one of the most memorable of your life. Be sure to visit our website for more information about local attractions and links to them. ***Christiesgulfbeachrentals.com***.

Call, or text us if we can be of assistance to you during your stay. 228-669-3058. Yes@Christiesgulfbeachrentals.com. Please fill in the guest book. Scan the QR code to enter our website. Enjoy.



Louie's Beach Bungalow

HOW EVERYTHING WORKS

The following provides a brief overview of how everything works in the house. If you have questions let us know.

ENTRANCE

- The entrance door lock is electronic. You must enter your code, a four-digit number provided to you before your arrival. **NOTE: You must enter the correct code. If you fail to do so, the lock may become deactivated. Make sure that everyone in your party is aware of this. Do not allow children to play with the door lock. Please remember your code.** If you attempt to enter an incorrect code too many times you will be locked out. Save the code on your phone. The lock is only on the front door.
- To lock the door when inside just turn the knob. Please lock the door when you leave the property. We recommend that you not leave any valuables at the house such as money, wallet, or credit cards when you are not in residence.
- Please leave the door closed when the AC or heater is turned on.

GENERAL

- Most blinds will open by lifting, and pulling down to close. Turn the long handle to open them.
- Do not remove furniture in the house for use outside
- All rooms have fans, turn them off when you leave the property.
- A hose is provided in the event you want to use it. Turn the water off when finished and replace the hose on the hanger. Do not wash your car on our property.
- Do not drive your car or trailer onto the grass.
- Keep exterior doors closed when not entering or leaving
- Keep interior doors open when possible during periods when the AC/Heater is on so there is better airflow.
- Take bagged trash out to the trash bin. Please do not place trash on the ground.

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ENTERTAINMENT

- **WIFI CODE: FatLouie23** WIFI is provided at no charge. Please avoid hours of game playing if possible. WIFI is provided to power the TVs, locks, and other smart devices.
- To access local TV stations, use your smartphone to locate the site for the station you wish and use Screencast or the internet option on the TV to stream content. ABC, CBS, NBC, and Fox are all available as local stations. WLOX channel 13 and WXXV News 25 have good websites.
- Drive or walk to the beach, in just a few minutes. Take your towel. Be careful crossing U.S. 90 (Beach Blvd).

LIVING ROOM

- One light switch just inside the entrance door for the porch light.
- The large tv is operated by a remote control which is found on the coffee table. Please return it to that position when you leave. You can program the TV with your favorite streaming service if you wish.
- The sofa makes a bed. These fabrics must be wiped off if you spill any food on them.

KITCHEN

- Everything you need to prepare meals is contained in the drawers and cabinets. When you are finished using implements please rinse them and place them into the dishwasher. The dishwashing soap is below the sink. Use a small quantity as our water is naturally soft.
- The stove and oven are electric. Be careful after using the stovetop as the metal parts of the heating element take a while to cool down. Be sure to clean off any food that is spilled in the oven.
- Please wipe down the microwave after use if any food spills inside.
- Use the garbage disposal only for food waste. Do not put anything other than food in the disposal and always run water when using.

DINING AREA

- The dining room table comes with four chairs and a bench. Please keep the chairs away from the wall.

LAUNDRY ROOM

- A full-size washer and dryer are provided for your convenience. The laundry soap is located on the shelf inside the closet. **IMPORTANT:** Use a small portion as the water here is soft by nature, too much detergent will not rise out of your clothing well.
- There are hamper baskets in each room for soiled clothing and linens.
- Do not wash the sheets at the end of your stay, we will do that. You may wash them during your stay if necessary. Our cleaners must launder the linens and sheets to guarantee sanitation for the next guest.

BATHROOM

- The shower has a curtain. Please keep the curtain inside the shower.
- **Wipe up any excess water** on the floor to prevent accidents.
- Hang wet towels and facecloths on the rods to the left of the sink.
- Extra rolls of toilet paper are located in the toilet paper stand which can be used for a phone as well.
- Additional rolls of toilet paper are located in the laundry room closet.
- On your last day, any wet towels you can not hang please place them into the tub.
- Open the window if several people will be taking a shower, it will vent the room faster.

BEDROOMS

- Each bedroom has a closet that contains blankets. Beds have multiple pillows. If you don't want to keep them on the bed, please place them in the closet.
- Beds have a selection of pillows from hard to soft. You may want to swap with other beds depending upon your needs. Please keep shoes off of the blankets and comforters.
- Keep the windows closed when running the AC or heater. Lock the windows when you close them.

AC/HEATER

- The electronic thermostat is located on the wall near the bathroom. If you wish the temperature to be higher or lower tap up or down on the temperature setting. Do not turn off the system. If you do not want to use the unit, set the temperature at a point where you know it will not turn on. For example in the summer, turn it up to 95 to keep it off. For winter turn it to 50 if you do not want it to come on.

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- Hot water. The heater is already set. Please use cold water to mitigate the temperature. Be aware the default temperature is set higher than normal for adults. Do not allow small children to operate the bathtub water temperature.

YARD

- Keep the light switch just inside the back door turned on for the motion detection light unless you are in the yard and prefer the light to be off.
- The BBQ uses charcoal.
- Feel free to play games in the grass area only on this house property. Avoid tracking mud into the house.
- Lock the back door when not in use.

PARKING ✎

- The parking plan submitted to the City includes parking for guests on the driveway only. Grass and street parking are not allowed at this property. There is sufficient parking for at least four vehicles.
- Watch closely when backing out. Do not drive on the neighbor's property.

TRASH ✎

- Please place the trash into the bags provided and throw bags into the trash and recycle bins located under the house. If you need more trash bags contact the property manager.
- Empty the inside cans into the large green bin outside the gate near the parking area.
- Push the trash can out on Sunday evenings as it is collected the following morning. After the trash is collected please place the large bin back.
- Leave no trash on the property.

Louie's Beach Bungalow

OUR RULES

We want you to enjoy your visit with us and the rules help clarify how best to accomplish our mutual goals of a safe and pleasurable stay. Please take time to read them and ask questions if necessary. We will assume by presenting these rules in the property book that our guests have read and understand them.

OUR POLICY

You are our guest, we want your stay to be excellent, and we want to earn a 5 star rating from you. To accomplish this, our binder is provided to ensure that we communicate to you what is necessary to accomplish our goal.

The cleaning fee that you have paid is designed to do the following:

- Clean the bathrooms including tub, floor, sink, toilet, and other areas.
- Wash the sheets, pillowcases, towels, and facecloths.
- Clean all floors
- Wipe all furniture surfaces
- Clean kitchen counters including dining room table top.
- Wipe down the stove/Range and microwave oven
- Vacuum carpets
- Remove any remaining trash to the outside
- Other tasks

We expect our guests to clean up after using the kitchen and bathroom. More specifically the following:

- Wipe any water from the bathroom floor
- Turn off all water taps when not in use.
- Do not flush sanitary napkins or wipes (of any kind) down the toilet
- Do not flush paper towels down the toilet
- Clean all kitchen surfaces and wash the dishes after use.
- Clean the stovetop and wipe any food that dripped inside the stove
- Remove all items you have placed into the refrigerator even if they are unopened (safety and sanitary issues)
- Restore anything that you have removed from cabinets
- Keep windows closed and locked when not in residence
- Remove trash to the bin outside, do not stack trash bags inside the property

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To summarize, please leave our property as you have found it with the exceptions of the above. Please understand we are not asking you to clean the property, just pick up after yourself as you would at home. For example, after you cook a meal, wipe the food off the counter and stove. Move the sofa pillows, and put them back before you leave. We tidy up after you leave.

SECURITY SYSTEM

The entrance door lock is electronic, they communicate with the cloud every time the door is unlocked and locked or an attempt is made. Any unauthorized attempts at entry may trigger a notification to the property management. Always lock both doors at night.

The light at the back is a motion-detection light that turns on in the evening when they detect movement. Always be sure that the light switch closest to the front door and the one inside the back are on when you depart.

SAFETY

A fire extinguisher is on the shelf in the laundry room. Pull the pin, aim, and use it to put out small fires. Understand that if the fire is too big, evacuate and call the fire department. Contact us immediately if there is any type of fire.

To enter or exit the property, use the front or rear door.

In the event of a fire, you can escape through the windows.

Smoke alarms are installed in all bedrooms and hallways. They are fully functional. If you hear an occasional beep this means the batteries are low so please inform us.

Be aware not to place a hand inside the garbage disposal. Keep hands away from the hot stove top and close the oven door when you are finished inserting or removing something.

Watch the water temperature, and mix it properly to prevent scalding. Monitor children. If any water pipe breaks or leaks inform us immediately.

Lock the doors when you are home for the night or you leave the property. Lock all windows if they are not opened for ventilation. Lock windows when you leave the property for an extended period.

The property is not fenced, if children are allowed to play in the grass area, they must be supervised.

SMOKING

This is a non-smoking property. You are permitted to smoke **outside** only. Please do not smoke by the entrance doors. Do not throw butts on the ground. Guests who have been found to have smoked inside the property will receive a charge for additional cleaning.

NOISE

The City of Long Beach has a noise ordinance. You must not create loud noises or play loud music to disturb the neighbors after 10 PM. Even if you are not playing music or making noise, voices carry at night from the decks. Be considerate of your neighbors.

We never rent this property to host a party which means inviting individuals who are not staying in the property. You are permitted to invite guests but they can not stay the evening without prior approval from the property manager as there are occupancy restrictions.

PARKING

Park under the awning or in the driveway only. The city does not want vacation rental traffic issues with vehicles parked on streets and on lawns.

KEEP THE HOUSE CLEAN

Food and drink that are spilled must be immediately cleaned. Do not leave food laying around unwrapped or outside of sealed containers. This is to protect your health by avoiding inviting insects into the property. Immediately throw unwanted food into the kitchen trash can along with food wrappers.

Rinse dishes after you use them to remove food residue. You should place them into the dishwasher and run a cycle when full.

If you take cups, plates, or other serving implements outside, please bring them back in and clean them.

Don't throw trash or bottles and cans in the yard. Place them into the large wheeled trash can or interior trash cans. You are expected to leave our property as you found it.

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PET POLICY

Pets are permitted with advanced approval and payment of a pet fee. If the property manager determines that a guest brought a pet, a deep \$800.00 cleaning fee will be charged.

BREAKAGE/THEFT

If you break something, report it to us. You are responsible for damages to our property and we will work with you to economically repair or replace it. Sometimes accidents happen. Our property owners expect our guests to treat our properties as they would treat their own homes.

Please do not take towels, kitchen, or other items. It takes time to shop for replacements and not only will you be charged for replacement but the time to locate and purchase the item as well.

TRASH

Guests must take trash bags to the trash container outside of the house. Do not place bags outside of the trash container. Trash day is Monday. If you are in the property on Monday, please set it out Sunday evening.

One of the key rules for the City is to prevent trash from entering other yards, water ways, streets etc. It's very important that all trash be secured. Do not leave trash inside the house when the bin is full. Please consider that the property owner does not wish to inconvenience the next guest by having a pest control visit.

Louie's Beach Bungalow

ABOUT THE IMMEDIATE AREA

The following is some information about where Louie's Beach Bungalow is located and information about facilities, shopping and other items of interest are in the immediate area.

You are located in the City of Long Beach, just West of downtown.

Our immediate area is part of a long established part of the city of Long Beach. Mature trees and neighbors who have lived in the area for decades. This friendly community takes pride in maintaining their properties as you can see by the neighbors.

The neighbors have been informed that this property is being used as a vacation home and help the owners by watching over the property when it is vacant or when guests arrive.

To reach the beach drive directly South on Wright Ave (house is located on Wright Ave and Old Pass Road). Make a right turn on Railroad St then a left on Richards Ave which takes you to the beach (U.S. 90 Beach Blvd). Downtown Long Beach is just to the right after reaching U.S. 90 (Beach Blvd).

GROCERY STORES

- Winn-Dixie a few miles to the West near E. Railroad street Long Beach
- Walmart Grocery Store located a few miles West on U.S. 90 in Pass Christian.

DRUG STORES

- Walgreens located in downtown Long Beach

LIQUOR STORES

- Golden nugget package store Long Beach
- Bacchus Wine & Liquor Long Beach

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CASINOS

- The Island View, the closest casino is East of the property on Beach Blvd. There are two separate casinos operated by the same owner. One on the beach and one on land across from each other. There are more casinos if you drive East a few miles into Biloxi. Casinos operate on a 27/7 basis. If you are not a gambler, our casinos are good places for food and entertainment.
- There are two Casinos West of the property in Bay St Louis and Waveland. A total of 12 on the Gulf Coast (and more planned)

BEACHES

Gulf beaches are open 24/7, there is no charge to use them. Basic rules apply, no glass containers, take your trash with you or use one of the provided trash cans at most popular beaches. The water is shallow, you can walk many yards out before it hits your waist or chest. There are fire pits at some beaches. Some areas have rental toys including jet skis. Alcohol is permitted on the beach in cans.

FISHING

You can obtain an out-of-state fishing license at multiple outlets. Mississippi has freshwater licenses and saltwater licenses. If you are fishing south of I10 you will need a saltwater license. You can fish from any one of the many public piers or at the beach. You can rent a boat and fish in the Gulf or Bayous.

OTHER

Please go to our website Christiesgulfbeachrentals.com and select the events tab to see what is going on. There are many venues including the Aquarium, Deep Sea Fishing, and many more. Our site will provide you with a wealth of information and links to other locations.



Scan this QR to enter Christies Gulf Beach Rentals Website



Book with Us Directly

If you would like to return to the Mississippi Gulf Coast and stay at one of our properties again, you can use our website to book your next stay.

Using our website will save you money! Our booking fee is much lower than the popular internet booking sites, we charge a modest fee to recover the cost of using a credit card and processing.

If you are returning to stay with us, we offer you a 5% discount. This discount does not apply during special events or during the months of June and July. Contact us before you book so we can send a coupon to you.

Refer a friend or relative to one of our properties and you qualify for a special enhanced feature on your next trip.

Want to book for the third time or more, contact us before you book. We may have a special offer for you depending on the time of the year and our occupancy level.

ACTIVE DUTY MILITARY

Military members may request a price for longer term stays e.g. 6-9 months to attend a school or other TDY.

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SPECIAL EVENT

Some of our properties are perfect for hosting special events. Please ask your hosts. Our guests have used our properties for birthday parties, weddings, and other special events where families have gathered from around the country. Even locals have used our properties. We can provide tents, tables, and chairs if necessary. Please contact us well ahead of time to ensure sufficient sleeping accommodations are available.

If you have a large party, we can accommodate them in more than one property in the immediate area. We have properties with yards that can accommodate up to 13.



Christies Gulf Beach rentals Website

Louie's Beach Bungalow

RESTAURANTS

The following are not all restaurants within the distance listed above. There are fast food restaurants, bars, and other restaurants within the distance. We have listed only those with which we have had experience.

DRIVING BUT CLOSE (Long Beach)

- ❖ Sonic Drive-in
- ❖ Dolce Bakeshop
- ❖ Bulls
- ❖ Darwells Cafe
- ❖ Chopsticks
- ❖ Harbor View Cafe
- ❖ McDonalds

CLUSTERS

- EAST - Downtown Gulfport has many restaurants located near U.S. 49 and U.S. 90. The Island View Casinos have several restaurants. Many, many more along U.S. 90 all the way to Ocean Springs.
- WEST - The closest restaurants are located in and around Downtown Long Beach close to U.S. 90 and Jeff Davis. Drive further to Pass Christian and Bay St. Louis for many more.

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



About your hosts

Christie and Brian Logan are your hosts. Christie has been in the property management business for over 15 years and is an owner of Christies and Gulf Coast Property Management. Her husband Brian has also been in various positions in the housing industry for many years. Together they have a hands-on approach to managing our properties. Brian is responsible for the calendar so you may have had contact with him. Christie manages the housekeeping effort and is our chief decorator.

Let us know before you arrive if you have any special needs. We can accommodate most requests or provide you with resources. If you enjoy our property, please give us a five-star rating on AirBnB and leave comments in our guest book and online.

If you come to the area periodically, consider buying a vacation property or second home on the Gulf Coast. We can help you through our real estate affiliation with Logan-Anderson, Gulf Coastal Realtors and if you are interested, we can furnish and decorate your purchase and then manage it for you. Contact us at any time.

Christie's Gulf Beach Rentals is a DBA of Gulf Coast Property Management a Mississippi LLC. Gulf Coast Property Management operates under the supervision of Logan-Anderson, Gulf Coastal Realty as required by Mississippi law.

We manage vacation rental properties for owners under Christies Gulf Beach Rentals and manage long-term rentals for owners under Gulf Coast Property Management. Our properties are primarily located near the beach along the Mississippi Gulf Coast.

Our properties pay sales tax to the state of Mississippi through third-party sites or directly when bookings are through our website. Your taxes help improve the area and contribute to your enjoyment.

OWN YOUR OWN VACATION/SECOND HOME PROPERTY

Christies Gulf Beach Rentals appreciates your business. We are affiliated with Logan-Anderson Gulf Coast Realtors who help people just like you own your own vacation property. This property was purchased with the assistance of the experts at Gulf Coastal Realty.



You may find that the cost to purchase a second home on the Mississippi Gulf Coast can be very affordable. Current tax law permits a deduction for mortgage interest and property taxes for a second home. Logan-Anderson can connect you with our favorite loan broker who can obtain a favorable interest rate with a minimal down payment.

Should you decide to purchase a second home, Christies can rent it for you when you are not in the area. We can also help you set up the property from shopping for furnishings to decorating. If you like the look of our properties, yours can look as good if not better with our help.

If you are interested in the concept, please contact William Anderson, managing broker at Logan-Anderson. 228-215-3234 or Bill@loganandersonllc.com. We encourage you to visit the Logan-Anderson website at <https://loganandersonllc.com>. You can search for properties on our website. Go to "Property Search", You can also go to "Property Search" then "My Account" where you can sign in and receive notifications about properties that meet your search parameters.

Logan-Anderson networks with other agents who know we are looking for properties that are suitable for our clients e.g. near the beach. We may get a call from an agent informing us that they are about to list a property. Given the large demand for vacation properties along the Mississippi Gulf Coast, it's good to have a team such as Logan-Anderson Gulf Coast Realty working for you.

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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PROPERTY MANAGEMENT AGREEMENT
Short Term Rentals

IN CONSIDERATION of the covenants herein contained, Trupp, LLC hereinafter designated as Owner, to employ Gulf Coast Property Management LLC (DBA Christies Gulf Beach Rentals) as exclusive Agent, hereinafter designated as Agent, to rent, lease, operate, and manage the real property known as 1159 E. Old Pass Rd, Long Beach, MS 39520 (Premises) described as a single-family house, commencing on this date 4-25-23, and terminating at midnight on 4-24-24, upon the following terms and conditions. This agreement will automatically renew for an additional one-year period provided that the Agent notifies the Owner at least 30 days before each termination date. The owner has 30 days to acknowledge or accept the new terms as written. Should a delay occur in signing a new agreement after the expiration date, both parties agree management services will be extended for one year or until another agreement or extension is provided by the Agent. Either party may terminate this agreement with 60 days written notice to the other party or parties.

AGENT'S AUTHORITIES AND OBLIGATIONS

Owner hereby confers upon Agent the following authorities and obligations:

1. To advertise the availability of the Premises through Christies Gulf Beach Rentals website and third-party websites and directly to influencers. To use an electronic lock to permit access to the Premises to the Agent, guests, and maintenance vendors, Owner acknowledges that Agent is not insuring Owner against theft, loss, utility usage, or vandalism resulting from such access or while the unit is vacant.
2. Guests will be advised of the terms and conditions of their use of the property. They will agree to comply with the terms and conditions. From time to time, a guest may inflict damage upon the property or remove item(s) without permission. The owner acknowledges that this is a cost of doing business and agrees to repair or replace as necessary to maintain the property in good operating condition. The owner agrees that the Agent is not liable for damage or removal of items by guests. (in some cases a third party may reimburse for damages e.g. Airbnb)
3. To follow the Pet Policy. The owner must provide instructions about the acceptance of pets. Type, number, size, etc. **The owner has agreed to allow pets. This approval can change with written notice only to new guests who have not already booked with their pet.**
4. To collect rents, security deposits, and other receipts, and to deposit such monies into the Owners bank account. All funds collected from guests through the reservation system will be considered pre-payment for their stay. The agent will only disburse funds to the Owner after the guest has completed their stay. Funds will be disbursed by the 10th of the following month directly into the owner's bank account. The owner acknowledges that only funds received and earned will be disbursed. Funds from guests staying the last few days of the month where payment is not earned until the next month will be paid in the next cycle.
5. The agent will submit on behalf of the owner, sales tax payments required by Mississippi law monthly. Taxes are collected from guests as a separate line item and are not subject to the Agent's management fee. The current sales tax rate is 12% of the gross amount paid directly through our website or a third party (the tax rate may change). The gross amount does not include cleaning fees. Airbnb and VRBO currently pay taxes to the state on behalf of the Owner. Tax payments are recorded in the owner's report. Taxes only apply to short-term rentals.
6. To employ attorneys to enforce the Owner's rights under third-party agreements and institute legal action on behalf of the Owner.
7. The owner can use the property only after consulting with the Agent and scheduling their stay in advance. There is a cleaning fee which must be paid for owners and their guests. A cleaning fee will be deducted from the monthly reimbursement. The exception to the cleaning fee is if the owner leaves the property EXACTLY as they found it.
8. Cleaning fees are charged directly to guests. The owner does not participate in the cleaning fee income, this

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amount is deducted from the fees collected from 3rd party providers and any guests booking through the Christies Gulf Beach Rentals website.

9. To provide reasonably necessary services for the proper management of the property including an annual interior survey (additional surveys available for an additional negotiated fee per survey), maintenance, supervision, alterations, and repairs as may be required by the Owner.

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

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

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

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

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

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

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

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

17. To report Owner income as required by law and issue the Owner an IRS 1099 Miscellaneous Income form (or IRS 1042S Income form for foreign investors) for all taxable funds received. Owner consents to receive substitute IRS forms online and acknowledges they have the ability to access their online portal. Instructions for printing forms and making changes to Owner information is provided through the Owners online portal. In the event the Owner can not access their tax forms online, a paper copy can be provided upon written request to Agent. Owner agrees to complete a W-9 or other applicable tax forms with an accurate tax identification number and address, in addition to any other requested information or required tax form, and to notify the Agent of any changes. Any fines assessed due to inaccurate information provided by Owner or changes to Owner's information will be charged to the Owner.

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18. To maintain accurate records of all monies received and disbursed in connection with the management of the property, Owner has the right during regular business hours and upon reasonable notice to examine and make copies of their account records.

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

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

20. Agents from time to time will refer individuals requesting a stay at Owners property to stay at other owners properties when the Owners property is booked. In exchange, Agent will book guests that are overages from other owners' properties that Agent manages. Each owner receives their regular compensation, there are no commissions or other compensation involved.

21. Additional Terms: None

OWNER'S OBLIGATIONS

1. Owner agrees to carry at Owner's expense, bodily injury, property damage and personal injury liability insurance in the amount of not less than \$500,000 per person or One Million Dollars (\$1,000,000) if the Premises contain a pool, attractive nuisance or latent defects. In cases of a condominium/townhouse policy, Owner shall carry a minimum of \$300,000 additional liability. The policy shall be written on a comprehensive general liability form and shall name the Agent as additional insured. Owner shall immediately furnish Agent with a certificate of insurance evidencing that the coverage is in force with a carrier acceptable to Agent. If Owner does not provide evidence of such insurance, Agent may purchase such coverage at Owner's expense. In the event the Agent receives notice that said insurance coverage is to be canceled, the Agent shall have the option to immediately cancel this agreement. Policy# (TBD) Insurance agent name/company: Allen Insurance Agency, phone number: _____

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

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

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

[Signature]

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

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

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

10. Owner agrees that Agent will set prices for the property based upon research of the market at the time and other factors that will lead Agent to price the property competitively. Agent will consult the owner when major price changes are to be made.

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

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

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

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

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

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

COMPENSATION

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

MANAGEMENT SERVICES: The owner agrees that the management fee represents payment for management and marketing services. The management fee listed in Attachment A - Fee Schedule is subject to a minimum monthly fee of \$100.

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

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

[Signature]

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revenue where Agent receives payment will be recorded
SALE OF PROPERTY: By separate agreement, the Agent is affiliated with Logan-Anderson, Gulf Coastal Realtors
OTHER SERVICES: See Attachment A - Fee schedule. Should the Owner agree to any supplemental services such as accounting, the Owner will indicate that this is a service they desire by initialing the line item on the Attachment
TERMINATION: Either party may terminate this agreement with 90 days' written notice to the other party or parties. Termination without proper notice or at any time other than the agreement ending date will result in cancellation fees (on occupied properties). Upon termination of the management agreement, the Agent shall provide the Owner with a final accounting. Agent shall deliver to the Owner a final accounting statement and Owner distribution check within 35 days of the termination date. Any prepayments held will be transferred into the Owner's funds after deducting the management fee for the work to obtain the reservation. The owner will receive a list of any scheduled reservations. There is a \$300 early termination fee to compensate the Agent for work completed on behalf of the Owner to modify the Agent's website and to remove third-party postings, except in case of Owner default, and accounted for in the final statement. Should there remain additional outstanding payables, known or expected, the Agent may withhold an estimated amount to cover them and account to the Owner as soon as the payment is made but not to exceed 75 days from the termination date. Should the Owner have a shortage in his account to cover all final payables, the Owner agrees to deliver funds to the Agent upon demand within five (5) calendar days.

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

TERMINATION OF AGREEMENT

If Owner or Agent decides to terminate this agreement per the provisions included in this agreement, the Agent is under no obligation to provide any data regarding reservations in place for Owners property beyond the termination date. The Agent may find other accommodation for guests or upon payment by Owner to Agent for the uncompensated effort to advertise and manage the guest reservation system, and provide information about guest reservations. There is a \$300 early termination fee for any agreement terminated by Owner prior to the expiration of this agreement.

OTHER TERMS

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

(5) days after the Notice is mailed, whichever occurs first. This is intended to be a legally binding contract. This Agreement shall be governed by Mississippi law and jurisdiction is exclusively conferred on the State of Mississippi. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. Owner acknowledges and agrees that the Agent may now or in the future represent other owners of similar properties. The owner recognizes, acknowledges, and agrees that the Agent is not qualified or licensed to provide legal or tax advice. If you desire legal or tax advice, consult your attorney or tax advisor. This agreement and applicable attachments are the entire agreement between the Owner and Agent, and there are no other covenants, promises, agreements, conditions, or understandings, oral or written between them. Any change or alteration to this agreement must be in writing. Agent may modify this agreement with a minimum 30-day written notice to Owner. Modifications may apply to this agreement and any future revisions. Owner agrees to pay applicable state gross receipts tax (service tax) if adopted by the state. If any provision in this agreement is held by any Court to be unlawful, invalid or unenforceable, that provision shall be voided, but all other terms and conditions shall remain in effect. Agent will not be

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responsible to account for such interest to Owner. In the event of any legal action by the parties arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, to be determined by the court in which such action is brought. If any of the Premises shall ever be foreclosed upon or condemned, this agreement shall immediately be terminated without further action or notification required by either party. Agent accepts employment under the term of and agrees to use diligence in the exercise of the obligations, duties, and authorities in herein upon Agent.

DocuSigned by:
[Handwritten Signature]
70170DDC59434CB

4/26/2023

CLIENT SIGNATURE

DATE

CLIENT RESPONSIBLE PARTY: Shellie Jochem

CLIENT COMPANY NAME: Trupp, LLC

CLIENT TAX ID: 92-3644018

CLIENT MAILING ADDRESS: 12235 Kalispell St. Commerce City, CO 80603

NAME OF PROPERTY: Louie's Beach Bungalow

[Handwritten Signature]

4/26/2023

GULF COAST PROPERTY MANAGEMENT

DATE



**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



INVOICE

Allen Insurance Agency LLC
Gerald Allen
(228) 822-1234
228-822-1236

Remit Payment to: REinsurePro
PO Box 7410114
Chicago, IL, 60674-0114, United States

Bill To:
Jochum, Shellee
12235 Kall Spell St
Brighton, CO 80603, United States

Payment of your invoice confirms that you agree with the Terms & Conditions as described in our Program Participation Agreement. Click [here](#) to view.

Generate excel file [here](#).

Location Information	Exposure	Insured Value	Policy Number	Coverage Synopsis	Location Cost
Address 1159 East Old Pass Road Long Beach, MS 39580	Property Named Storm INCL Loss of Rents Other Structure	\$140,000 \$10,000 \$0	NRE8110523	Coverage Form: Special Valuation: RCV AOP Deductible: \$2,500 Wind Deductible: 3% Theft Deductible: \$2,500 Co-Insurance: 0%	\$159.35
Property Type Single Family	Contents	\$25,000			
Occupancy Status Occupied	Tenant Protector Plan	Excluded		Deductible-Content: Deductible-Liability:	
Effective Date 4/3/2023	Flood	Excluded		Coverage Form: Valuation: Deductible:	
Location Number 000001	Terrorism	Excluded		Coverage Form: Valuation:	
Annual Cost \$1,912.20	Earth Movement	Excluded		Coverage Form: Valuation: Deductible:	
Escrow Balance: \$1434.15	Premises Liability	\$1M/\$2M	REI3000000001-00	Deductible: \$0	
	Equipment Breakdown	Excluded		Deductible:	
	Service Line	Excluded		Deductible:	
	Property Manager E&O	Excluded		Deductible:	

Billing Information

Account Number: REIP0026650-00
Invoice Date: 5/24/2023
Coverage Period: 6/1/2023 - 6/30/2023
Payment Due Date: 6/3/2023
Payment Method: ACH - XXXX2905

Monthly Billing Summary

Premium Charges: \$128.38
Program Fees: \$29.39
Surplus Lines Tax: \$1.58
Outstanding Balance Due: \$0.00
Escrow Applied: \$-159.35
Balance Due: \$0.00*

Annual Billing Summary to Date

Total Charges: \$478.05
Escrow Applied: \$478.05
Payments Made: \$1,912.20

Page 1 of 1

*Monthly payment withdrawals are subject to a \$7 monthly installment fee.

The above charges will be drafted from your account on the specified auto-pay date, unless changes affecting premium are made prior. Please make checks payable to ReinsurePro. Failure to send payment to above address could result in coverage cancellation. You can view any policy by clicking on the Policy Number.



INVOICE

Allen Insurance Agency LLC
Gerald Allen
(228) 822-1234
228-822-1236

Remit Payment to: REinsurePro
PO Box 7410114
Chicago, IL, 60674-0114, United States

Billing Information

Account Number: REIP0026650-00
Invoice Date: 5/24/2023
Coverage Period: See Loc Schedule
Payment Due Date: 6/3/2023
Payment Method: ACH - XXXX2905

Account Invoice for June 2023

Monthly Amount Due for Account: \$0.00.*

*Monthly payment withdrawals are subject to a \$7 monthly installment fee per account. The amount will be added to the Monthly Balance Due.

The above charges will be drafted from your account on the specified auto-pay date, unless changes affecting premium are made prior.

Please make checks payable to ReinsurePro. Failure to send payment to above address could result in coverage cancellation

Payment of your invoice confirms that you agree with the Terms & Conditions as described in our Program Participation Agreement. Click [here](#) to view.

**MINUTES OF JUNE 22, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Property Information

Loc No. 0001 - 1159 East Old Pass Road
Long Beach, MS 39560

Deductibles

All Peril	\$2,500
Theft/VMM (\$30,000 Limit - Not to exceed dwelling limit)	\$2,500
Wind/Hall	3% of the total insured value, subject to the AOP as a min.
Named Windstorm	3% of the total insured value, subject to the AOP as a min.
Flood	Excluded
Earth Movement	Excluded
Tenant Protector Plan - Contents (For the Tenant)	Excluded
Tenant Protector Plan - Liability	Excluded
Premises Liability	\$0
Equipment Breakdown	Excluded
Service Line	Excluded
Property Manager E&O	Excluded

Cost Summary

Annual

Annual Cost	\$1,540.56
Program Administration Fee	\$352.68
Surplus Lines Tax	\$18.96
Total Annual Cost	\$1,912.20
Account Set-up Fee (one-time charge)	\$50.00

Exclusions & Endorsements

- Misreporting the occupancy status (vacant, occupied, under renovation, or new construction) of any real estate property may result in a reduction of insurance coverage and/or a claim denial at the time of a loss.
- Theft, vandalism, and malicious mischief causes of loss have a \$30,000 sublimit of coverage subject to any applicable deductible.
- This proposal does not include coverage for any intentional tenant damage to the client's real property(s), including, without limitation, malicious destruction before and during occupancy, or within 10 days of eviction or vacancy.
- Coverage for flood is not included.
- Coverage for earthquake shock is not included.
- Coverage for sinkhole is not included.
- Detached or secondary structures are excluded from coverage.
- Coverage for service line failure is not included.
- Coverage for property damage due to equipment breakdown or mechanical failure is not included.
- Professional liability coverage for property owners who self-manage their locations is not included.
- If detached or secondary structure is occupied or intended to be occupied by a tenant, it must be insured as a separate location.
- All units shall have operable smoke detectors present as coverage will be void in the event a loss occurs due to or arising out of a fire and it is determined that smoke detectors in working order were not present.
- Any pool located at an insured location must satisfy all governing laws (federal, state, local, municipal, etc...) concerning the ownership and maintenance of the pool which fails to satisfy such governing laws. In order for coverage to be afforded, the pool should be included in your coverage.
- Cyber liability coverage is excluded unless purchased separately.
- Professional Liability coverage is not included in the premise liability form purchased through the REInsurePro Program.
- Terrorism coverage is included at a rate of \$1.00 per unit per month unless specifically declined or excluded based on geographic location. See policy for coverage and exclusion details.
- For any roof that is more than fifteen years old, the roof and roof coverings will have the losses settled at Actual Cash Value.
- All coverage changes not reported to REInsurePro by close of business on the first day of the month will take effect as of the current month. Example: all January changes must be reported by February 1st in order to be backdated to a January effective date.
- Review policy links for a full list of policy exclusions.
- Damage to roofs and sidings that is considered to be cosmetic in nature and that does not affect the integrity of the roof will be excluded from coverage. This can include marring, pitting, spatter or splatter marks, blemishes dents, dings, dimples, chips, scratches, gouges, grooves, or other superficial damage.

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Quotation Questionnaire

What is the effective/start date(mm/dd/yyyy) of your coverage? 04/03/2023
 Have you had any claims in the past? NO

Property and Liability Questionnaire

Occupancy Status	Occupied
Cause Of Loss	Special
What percentage(%) of tenants subsidized?	0
Manager Name	GCPM
Manager Phone No.	2286693465
Street #	2100
Street	18th Street
City	Gulfport
State	MS
Zip Code	39501
County	Harrison
Would you like to add the tenant protector plan to this location?	NO
Would you like to add coverage for Earth Movement (Earthquake and Sinkhole)?	NO
Would you like to add Flood coverage?	NO
Would you like to add Ordinance or Law coverage?	NO
Would you like to add Terrorism & Political Violence?	NO
Would you like to add Equipment Breakdown coverage?	NO
Would you like to add PMEO coverage?	NO
Would you like to add Service Line coverage?	NO
Are any commercial operations occurring on the premises?	NO
Is this location professionally managed?	YES
Does any commercial cooking occur on the premises?	NO
Is there a pool, hot tub, and/or spa at this location?	NO
Is the porch or roofline sagging?	NO
Are functioning smoke detectors installed?	YES
Are there any structural issues?	NO
Is this location used as a vacation or seasonal rental?	YES
Does the property have (either) Knob And Tube or Aluminum wiring?	None
Does the location contain a wood-burning stove?	NO
Is the lender placed coverage or a non performing note?	NO
Are there any detached structures on the property?	NO
Select your Included limit of liability	1M/2M
Is the location leased to students?	NO
Is Renters Insurance required?	NO
Are there any existing city/state housing code violations associated with this property?	NO
Are there any local/state rental law, code or statute violations associated with this property?	NO
Are locks changed or replaced upon a tenant leaving?	YES
Are there any existing damage or maintenance issues at this property?	NO
Does the location have a wood shake roof?	NO
When required, are the heating, electrical and plumbing systems serviced by a qualified trade professional?	YES

Property and Liability Questionnaire

Does the property have Exterior Insulating Finishing Systems (EIFS) on supporting structures?	NO
Is Premise kept in a well-maintained status?	YES
Is the property on stilts? (not including crawlspaces)	NO
Is location greater than 2 stories?	NO
Does the lender require Lenders Loss Payee?	NO

Signature of Applicant Date

Total Account/Proposal cost breakdown:

Cost Summary

Annual	
Annual Cost	\$1,540.56
Program Administration Fee	\$352.68
Surplus Lines Tax	\$18.96
Total Annual Cost	\$1,912.20
Account Set-up Fee (one-time charge)	\$50.00

Your Agent
 ALLEN INSURANCE AGENCY LLC
 Gerald Allen
 (228) 822-1234
 228-822-1236
 gallen@alleninsagency.com

* For properties under renovation, claims are settled based on invested capital at the time of loss
 ** Properties with a roof older than 15 years and one day are settled at Actual Cash Value
 *** A "Named Windstorm" can be a Cyclone, Typhoon, Atmospheric Disturbance, Depression, Hurricane or other weather phenomena designated by the U.S. National Hurricane Center and where a name has been applied.

Submission No: 8000136461

MINUTES OF JUNE 22, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ACORD		EVIDENCE OF PROPERTY INSURANCE OP ID SP		DATE (MM/DD/YYYY) 04/03/2023																								
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.																												
AGENCY: Allen Insurance Agency LLC po box 318 Long Beach, MS 39550, United States FAX: 228-822-1236 E-MAIL: gallen@alleninsagency.com CODE: SUB CODE:		COMPANY: United National Insurance Company																										
INSURED: Shellie Jochum 12235 Kali Spell St Brighton, CO 80603, United States ACCOUNT NUMBER: RE1P0026650-00		LOAN NUMBER:	POLICY NUMBER: NRE8110522																									
		EFFECTIVE DATE: 04/03/2023	EXPIRATION DATE: 04/03/2024	<input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED																								
THIS REPLACES PRIOR EVIDENCE DATED:																												
PROPERTY INFORMATION LOCATION/DESCRIPTION: Location No: 1 Building No: 1 1159 East Old Pass Road, Long Beach MS 39560 Investment Property																												
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																												
COVERAGE INFORMATION <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th>COVERAGE / PERILS / FORMS</th> <th>AMOUNT OF INSURANCE</th> <th>DEDUCTIBLE</th> </tr> </thead> <tbody> <tr> <td>Building</td> <td>\$140,000</td> <td>\$2,500</td> </tr> <tr> <td>Loss of Rents</td> <td>\$10,000</td> <td></td> </tr> <tr> <td>Business Personal Property</td> <td>\$25,000</td> <td></td> </tr> <tr> <td>Theft & Vandalism/Malicious Mischief</td> <td>\$30,000</td> <td>\$2,500</td> </tr> <tr> <td>Wind/Hail/Named Windstorm</td> <td>\$140,000</td> <td>3% of the Total Insured Value, subject to a [MINDEDUC] minimum</td> </tr> <tr> <td>Special Form Coverage</td> <td></td> <td></td> </tr> <tr> <td>Replacement Cost Value</td> <td></td> <td></td> </tr> </tbody> </table>					COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE	Building	\$140,000	\$2,500	Loss of Rents	\$10,000		Business Personal Property	\$25,000		Theft & Vandalism/Malicious Mischief	\$30,000	\$2,500	Wind/Hail/Named Windstorm	\$140,000	3% of the Total Insured Value, subject to a [MINDEDUC] minimum	Special Form Coverage			Replacement Cost Value		
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Special Form Coverage																												
Replacement Cost Value																												
REMARKS (Including Special Conditions) ANNUAL LOCATION COST : \$1,912.20 <small>*This is a monthly repeating rate policy. This location will be added to your inventory report. If you do not close as if your closing is delayed, please notify us immediately as you are not billed for this property. **Cost is inclusive of premium, taxes, fees, and any other applicable fees. Group policy issued to Connected Insurance Real Estate Insurance Services, LLC, 3530 Wild Rose Lane #200, West Chester, OH 45381</small>																												
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																												
ADDITIONAL INTEREST <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td> NAME AND ADDRESS: Planet Home Lending LLC ISAOA ATIMA 5023 PO BOX Troy MI 48007 </td> <td> <input checked="" type="checkbox"/> MORTGAGE LOAN # 400161680 AUTHORIZED REPRESENTATIVE </td> <td> <input checked="" type="checkbox"/> ADDITIONAL INSURED LENDER/LOSS PAYEE </td> </tr> </table>					NAME AND ADDRESS: Planet Home Lending LLC ISAOA ATIMA 5023 PO BOX Troy MI 48007	<input checked="" type="checkbox"/> MORTGAGE LOAN # 400161680 AUTHORIZED REPRESENTATIVE 	<input checked="" type="checkbox"/> ADDITIONAL INSURED LENDER/LOSS PAYEE																					
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ACORD 27 (2009/12) © 1983-2009 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD																												

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/03/2023
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER: Allen Insurance Agency LLC po box 318 Long Beach, MS 39550, United States		CONTACT: PHONE: 228-822-1234 FAX: 228-822-1236 E-MAIL: gallen@alleninsagency.com ADDRESS:		
INSURED: Shellie Jochum 12235 Kali Spell St Brighton, CO 80603, United States ACCOUNT NUMBER: RE1P0026650-00		INSURER(S) AFFORDING COVERAGE: Lio Specialty Insurance Company		
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
PERIL A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR OWN'S AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	POLICY NUMBER: RE1300000001-00	POLICY EFF. DATE: 04/03/23	POLICY EXPI. DATE: 04/03/24 LIMITS: EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES & ORNAMENTALS \$ 100,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE LEOB RETENTIONS			COINSURED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in RI) If yes, describe above	Y/N N/A		EPL STATUTE <input type="checkbox"/> <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Location No: 1 1159 East Old Pass Road, Long Beach MS 39560				
CERTIFICATE HOLDER Planet Home Lending LLC ISAOA ATIMA 5023 PO BOX Troy MI 48007		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
ACORD 28 (2014/01) © 1988-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD				

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

It came for discussion under new business, a Short-Term Rental for property located at 125 East 5th Street, Tax Parcel 0612G-01-010.002, submitted by Gayle and Patrick Garry Waylett, owners, and Eric Bay, property manager, as follows:

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

PROPERTY INFORMATION:

ADDRESS: 125 E 5th St., Long Beach, MS Tax Parcel 00126-0100
(Location of Short-Term Rental) 002

OWNER'S INFORMATION:

Property Owner's Name: Gayle + Patrick Garry Waylett

Property Owner's Address: 125 E 5th St., Long beach, MS 39560

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

Property Owner's Phone No: 604-418-6499 City State Zip
250-595-3668 Email Address: garry.waylett@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: Eric Bay

Property Manager's Address: (Must be a local contact)
111 De Montluzin, BSL, ms 39520
City State Zip

Property Manager's Phone No: (504) 231-2712 Email Address: enchostrnola.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # ~~401-395-2000~~ 92-3945745
- Recorded Warranty Deed
- Parking Rules & Plan
- Trash Management Plan
- Copy of Proposed Rental Agreement
- Proof of Liability Insurance, which includes short term rental coverage

ADDITIONAL INFORMATION:

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

AFFIDAVIT

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

Gayle Waylett Gayle Waylett 05/22/2023
PRINT NAME SIGNATURE DATE

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

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: Lynn Leah Date: 6-16-23

Fire Inspector Signature: Date:

COMMENTS:

Date Received: 6-8-23
Agenda Date: 6-22-23
Amount Due/Paid: 250.00
Payment Method: 204

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Gayle Waylett, owner of the property located at 125 E 5th St, Long Beach, MS, Tax Parcel 061d G -01 -010.002 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

Gayle Waylett
signature

05/22/2023
date



3rd JUDICIAL DISTRICT
Instrument 2023-000490-D-31
Filed/Recorded 05/24/2023 3:13:01 PM
Total Fees \$6.00
15 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1408 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Sandpiper Townhomes, LLC
a Mississippi limited liability company
211 Magnolia Street
Long Beach, MS 39660
(228) 324-8911

Return To:
David B. Pilger
Attorney at Law
1408 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
Gayle G. Waylett
Patrick Garry Waylett
125 E Fifth Street
Long Beach, MS 39660
(604) 418-0499

File No. F230662N

INDEXING INSTRUCTIONS: Pt. of Blk 17, Original Long Beach, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Sandpiper Townhomes, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto Gayle G. Waylett and Patrick Garry Waylett, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

This being the same property as that conveyed to Sandpiper Townhomes, LLC, a Mississippi limited liability company, by instrument recorded in Instrument No. 2022-29111-D-31, Land Deed Records in the First Judicial District of Harrison County, Mississippi.

Exhibit "A"

Legal Description

Commencing at the intersection of the southerly margin of 5th Street with the Easterly margin of Jeff Davis Avenue in the City of Long Beach, Harrison County, Mississippi, First Judicial District; thence run North 69 degrees 14 minutes 59 seconds East a distance of 55.50 feet along the southerly margin of 5th Street to the Point of Beginning of the parcel herein described; thence continue from said Point of Beginning North 69 degrees 14 minutes 59 seconds East a distance of 28.75 feet; thence run South 77 degrees 49 minutes 45 seconds East a distance of 147.33 feet; thence run South 87 degrees 31 minutes 39 seconds West a distance of 28.66 feet; thence run North 27 degrees 49 minutes 45 seconds West a distance of 146.20 feet to the Point of Beginning.

Gayle G. Waylett
Gayle G. Waylett

5.10.23
Date

Patrick Garry Waylett
Patrick Garry Waylett

5.10.23
Date

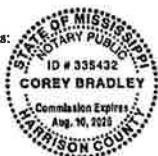
MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 4th day of August, 2022, within my jurisdiction, the within named ALAN D. STENNETT who acknowledged that he signed, executed and delivered the above and foregoing instrument as MANAGING MEMBER of SANDPIPER TOWNHOMES LLC, after being duly authorized to do so.

GIVEN under my hand and official seal of office.

My Commission Expires:



Signature of Notary Public: Corey Bradley

NOTARY PUBLIC

I hereby certify that this is a true and correct copy of the original document.
Certified by: AKENDRICK
Month 5 Day 10 Year 23

Prepared by:
David B. Pilger
Attorney at Law
1408 Blenville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Sandpiper Townhomes, LLC
a Mississippi limited liability company
211 Magnolia Street
Long Beach, MS 39560
(228) 324-8011

Return To:
David B. Pilger
Attorney at Law
1408 Blenville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
Gayle G. Waylett
Patrick Garry Waylett
125 E Fifth Street
Long Beach, MS 39560
(804) 418-6499

File No. F230862N

INDEXING INSTRUCTIONS: Pt. of Blk 17, Original Long Beach, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Sandpiper Townhomes, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto Gayle G. Waylett and Patrick Garry Waylett, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, place or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

This being the same property as that conveyed to Sandpiper Townhomes, LLC, by instrument recorded in instrument No. 2022-29111-D-J1, Land Deed Records in the First Judicial District of Harrison County, Mississippi.

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

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

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

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

The Corporate Resolution for Sandpiper Townhomes, LLC is attached hereto as Exhibit "B".

The Declaration of Covenants, Conditions and Restrictions for Sandpiper Townhomes is attached hereto as Exhibit "C".

WITNESS MY SIGNATURE, on this the 10th day of May, 2023.

Sandpiper Townhomes, LLC
a Mississippi limited liability company

Signature of Alan D. Stennett
By: Alan D. Stennett, Member

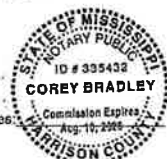
CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Alan D. Stennett, Member of Sandpiper Townhomes, LLC, a Mississippi limited liability company, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid company, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 10th day of May, 2023.

(AFFIX SEAL)



Signature of Notary Public: Corey Bradley
NOTARY PUBLIC

My commission expires:

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Exhibit "A"

Legal Description

Commencing at the Intersection of the Southerly margin of 5th Street with the Easterly margin of Jeff Davis Avenue in the City of Long Beach, Harrison County, Mississippi, First Judicial District; thence run North 69 degrees 14 minutes 59 seconds East a distance of 55.50 feet along the Southerly margin of 5th street to the Point of Beginning of the parcel herein described; thence continue from said Point of Beginning North 69 degrees 14 minutes 59 seconds East a distance of 28.75 feet; thence run South 27 degrees 49 minutes 45 seconds East a distance of 147.33 feet; thence run South 67 degrees 31 minutes 39 seconds West a distance of 28.88 feet; thence run North 27 degrees 49 minutes 45 seconds West a distance of 148.20 feet to the Point of Beginning.

Gayle G. Waylett 5.10.23
Date
Patrick Garry Waylett 5.10.23
Date



In a duly called meeting of all of the Officers and Members of Sandpiper Townhomes, LLC, a Mississippi limited liability company, it was unanimously approved by all of the Officers and Members that Alan D. Stennett has complete authority to sell 126 E Fifth Street, Long Beach, MS 39660, also described as follows:

Commencing at the Intersection of the Southerly margin of 5th Street with the Easterly margin of Jeff Davis Avenue in the City of Long Beach, Harrison County, Mississippi, First Judicial District; thence run North 69 degrees 14 minutes 59 seconds East a distance of 55.50 feet along the Southerly margin of 5th street to the Point of Beginning of the parcel herein described; thence continue from said Point of Beginning North 69 degrees 14 minutes 59 seconds East a distance of 28.75 feet; thence run South 27 degrees 49 minutes 45 seconds East a distance of 147.33 feet; thence run South 67 degrees 31 minutes 39 seconds West a distance of 28.88 feet; thence run North 27 degrees 49 minutes 45 seconds West a distance of 148.20 feet to the Point of Beginning.

So, approved and acknowledged this, the 9th day of May, 2023.

Sandpiper Townhomes, LLC,
a Mississippi limited liability company
By: Alan D. Stennett
Alan D. Stennett, Member
Sheila Diane Stennett
Sheila Diane Stennett, Member
Michael J. Bohlke
Michael J. Bohlke, Member

CORPORATE ACKNOWLEDGMENT

STATE OF Mississippi
COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Alan D. Stennett, Sheila Diane Stennett, and Michael J. Bohlke, Members of Sandpiper Townhomes, LLC, a Mississippi limited liability company, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid company, after first having been duly authorized so to do.

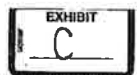
GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 9th day of May, 2023.

(AFFIX SEAL)



Corey Bradley
NOTARY PUBLIC

My commission expires:



Unit 121 is an approved
Short term rental

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS FOR SANDPIPER TOWNHOMES.

THIS DECLARATION is hereby made this 4th day of August, 2022, by SANDPIPER TOWNHOMES, LLC., for itself, its successors, grantees and assigns, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Harrison County, Mississippi, which is more particularly described as follows, to wit:

Units A through D, inclusive, Sandpiper Townhomes, 121-127 E. 5th Street, Long Beach, Harrison County, Mississippi, First Judicial District, according to a re-subdivision recorded as Instrument number 2020-2551-D-11 Situated in Section 13, Township 8 South, Range 12 West, City of Long Beach, Harrison County, Mississippi, First Judicial District.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Development" shall mean and refer to the Sandpiper Townhomes project described hereinabove.

Section 2. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction.

Section 4. "Lot" shall mean and refer to Lots A through D as illustrated and shown on the re-subdivision/survey as recorded in the public records of Harrison County, Mississippi, First Judicial District.

Section 5. "Party Wall" shall mean each wall, including common garage walls and common fences, which is built as a part of the original construction of a dwelling unit and placed on the dividing line between the dwelling units shall constitute a party wall, and, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 6. "Living Unit" shall mean and refer to a lot and the Home constructed thereon.

Section 7. "Member" shall mean and refer to all owners who own individual units in the development.

Section 8. "Declarant" shall mean and refer to ALAN D. STENNETT, managing member, SANDPIPER TOWNHOMES, LLC., and its successors, assigns and nominees.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, wall, decorative objects placed in yards or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials, roof, and location of the same, shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event the said committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Architectural Control Committee. The initial Architectural Control Committee shall be composed of SANDPIPER TOWNHOMES, LLC. The Declarant shall have the authority to appoint additional committee members at its discretion; however, the Declarant shall give preference to owners when appointing additional members to the committee. At any time after the closing of the sale of all units by Declarant in Sandpiper Townhomes, the owners, by majority vote, shall have the authority to appoint a committee of at least 2 and not more than 3 representatives to exercise the power, duties and responsibilities hereinabove set forth. Neither the members of the committee nor their representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the death or resignation of a member or members of the committee, the remaining member or members shall have full authority to designate successor members or representatives.

Section 3. Granting of Variances. When a building or other structure has been erected or its construction is substantially advanced and the building is located on any lot or building site in a manner that constitutes a violation of these covenants, conditions and restrictions or the building setback lines shown on the recorded re-subdivision plat, or if the Architectural Control Committee, in its sole discretion, determines that a variance is desirable in order to best accommodate the location of a planned building on a particular lot, the Architectural Control Committee may release the unit, or parts of it, from any part of the covenants, conditions, and restrictions, or setback lines, that are violated. The Architectural Control Committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion. Provided, however, that the Architectural Control Committee shall have no authority to grant a variance of a Harrison County subdivision regulation, including but not limited to those that may be contained in these covenants, conditions and restrictions. Neither the owners of the lots, nor the Architectural Control Committee, nor any of its respective members, shall in any way be held liable to any owner, or any other person or entity resulting from their good faith exercise of the discretionary authority conferred by this section.

ARTICLE III

PARTY WALLS SPECIFIC REQUIREMENTS

Section 1. Damage and repair of Party Wall

- A. The cost and reasonable repair and maintenance of a party wall shall be shared equally by the owners thereof.
- B. If a party wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time other than an act of an adjoining owner, or the agent, invitee or family member of such other), it shall be the obligation of the owners to rebuild or repair same at their joint and equal expense.
- C. If a party wall is destroyed or damaged through an act of an owner or agent, invitee or family of an owner, it shall be the obligation of such owner to rebuild or repair same at the sole cost of such owner.
- D. In the event of any dispute arising concerning a party wall, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators. Arbitrators to be appointed by the interested parties shall be appointed within fifteen [15] days of any call for arbitration and the additional arbitrator shall be appointed within ten [10] days thereafter. The decision of the arbitrators shall be made within twenty [20] days of the appointment of all arbitrators and their decision shall be final and conclusive on the matter involved. The parties shall share equally the cost of arbitration.

Section 2. Easement for Repair and/or Maintenance of Party Walls

There shall be and is hereby impressed on the real estate covered by this instrument an easement for reasonable ingress and egress by or on behalf of the owner of any dwelling unit for the purpose of repair, maintenance, replacement or improvements or other needful purpose on such adjoining owner's property. Should any portion of any dwelling unit or other improvement as originally constructed overhang or encroach on an adjacent property, the owner of such dwelling unit or other improvement shall have an easement on such adjacent property so that such overhang or encroaching portion of such dwelling unit or improvement shall be permitted, and including the right of such owner to enter upon such property for the purpose of necessary

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repair and maintenance of such overhanging or encroaching portion of such dwelling unit or other improvement.

Section 3 MAINTENANCE OF UNIT. Each dwelling unit owner shall maintain and keep his dwelling unit and adjoining property in good order and repair and shall do nothing which will prejudice the structural integrity or increase the rate of insurance on the improvements or which would be in violation of law.

ARTICLE IV

DUTY TO CLEAR A LOT IF OWNER

ELECTS NOT TO REBUILD AFTER DESTRUCTION

In the event of damage to or destruction of any unit in Sandpiper Townhome Development by fire, windstorm, water, or other cause whatsoever, and the owner elects not to rebuild the home, then the owner shall be required to clear the lot within a reasonable amount of time after the damage or destruction to the home. The owner shall be required to maintain the Lot in a clean and presentable manner, free from all trash and rubble, and to maintain the Lot so that it is in harmony with the surrounding property. The party wall[s] on any adjacent unit must be properly braced as to prevent any damage or danger to the adjacent unit. This bracing must be done in a style which does not detract from the appearance of adjacent units and the wall must be re-built and painted with the same type of original material to match the adjacent unit.

ARTICLE V

RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE

Section 1. General. All of the units shall be used and occupied as single family residences and no structures shall be erected, altered, placed or permitted to remain other than one single family dwelling with a private garage for not more than two (2) vehicles. No building, fence, wall or other structure shall be erected or placed on any unit except in accordance with the provisions of this Declaration, including written permission of the Architectural Control Committee. No alteration to the exterior [appearance] of any unit, building, fence, or other structure shall be made without the written permission of the Architectural Control Committee created hereunder.

No vinyl siding shall be permitted. Each owner shall be responsible for his/her own exterior maintenance, landscaping, and maintenance of landscaping, so long as it does not interfere with the adjoining Unit Owners, and is consistent with these Covenants, Conditions and Restrictions, and is harmonious with the surrounding improvements.

Section 2. Fences. All fences to be constructed on any lot or building site shall meet the following requirements. Privacy fences are permitted under the following conditions. No privacy fence can be taller than six (6) feet in height. All privacy fences that are constructed must be built at a point no closer than thirty-two (32) feet from the front porch of the unit. All fence material must be treated wood that is normally used for fence construction. Fences must be maintained/cleaned so it will not degrade and detract from the appearance of the Development. Screening under the units with louvers/slates will be allowed so long as it is done in a professional manner with materials consistent with the townhome construction.

If one unit owner elects to construct a fence and the adjacent owner does not, the owner electing to construct will bear the entire cost of fence construction, repair and maintenance.

Front and side yard fences must be picket fences, painted white and no taller than forty-two (42) inches tall. Any fences constructed must match any fences built by the declarant. Chain link, metal fences will not be allowed on any lot.

Section 3. Building Condition, General Appearance, Nuisance, and Health Regulations. All premises shall be maintained in good repair, and shall be clean and sanitary at all times. No nuisance and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 4. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon the Sandpiper Townhome property or units, nor shall anything be done therein which may be or become an annoyance to the other owners. Floodlights, bells, telephones, music, number or noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring lots or building sites.

Section 5. Signs. No professional, commercial or other signs of any kind shall be erected or maintained on any unit by any owner except as may be required by legal proceedings, however,

an owner may place a professionally made "FOR RENT" or "FOR SALE" sign no larger than three (3) square feet in size on the unit. This restriction is not applicable to the Declarant during any such period of time that Declarant owns any unit and is offering any said unit for sale.

Section 6. No Clothes Lines. No outside clothes lines or other items detrimental to the appearance of the properties shall be permitted at any unit. All personal garbage and trash receptacles which are to be furnished by the owners must be hidden from view.

Section 7. Animals. No livestock, animals, chickens or fowl of any kind shall be permitted on the property except for dogs and cats owned as personal pets which shall not be kept in such a number as to be an annoyance to other Owners of units. In addition, no dogs or cats shall be permitted on the properties except inside a unit or fenced-in area, without being on a leash and under immediate control of a responsible individual. All such pets must be walked in appropriate areas, and owners of such pets must clean up after their pets. All owners shall have the right to adopt and enforce additional pet regulations as are reasonably necessary to insure that such pets are not and do not become a nuisance.

Section 8. No unit shall at any time be used for the purpose of any trade, business, manufacture or public amusement.

Section 9. Nuisances. No nuisance shall be allowed upon the properties, nor shall any use or practice that is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be permitted. All parts of the property shall be kept in a clean and sanitary condition, and with no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No owner shall permit clothes, towels or other items of personal property to be hung, draped, or otherwise displayed on the unit for the purpose of drying or for any other purpose in a manner which would allow said clothing, towel or other personal property to be viewed by any other person occupying or using the properties. No owner shall permit any noise to originate from his home that would be an annoyance or nuisance to occupants of adjoining units, including but not limited to, radios, stereos, musical instruments, singing, barking dogs, and meowing of cats.

Section 10. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the properties nor any part thereof; and all valid laws, zoning ordinances and regulations of all

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governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the properties shall be the same as the responsibility for the maintenance and repair the property concerned.

Section 11. Leasing. Entire units may be rented provided that the unit is used only as a residence and provided that such use by the tenant or tenants does not create a nuisance. All leases are subject to the provisions of this Declaration. Failure to comply with said provisions shall be a default under any lease of any unit whether so stated in said lease. All of the foregoing may be enforced by any owner.

Section 12. Parking. No "on street" parking shall be allowed. No boat, boat trailer, travel trailer, house trailer, motor home, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger mini-vans [vans are specifically limited to mini-vans] shall be parked or stored in any driveway or on any Lot in the Development. All vehicles belonging to owners or tenants occupying any unit must be operable and not in storage and/or being repaired and must be parked in a driveway or garage.

Section 13. Flagpoles, Antennas, Satellite Dishes, and Basketball Goals. No flagpoles, ham radio antennas, CB radio antennas, television antennas, or any other type of antenna shall be allowed or permitted to be erected or located or to remain on any lot or building site at any time. Any satellite dishes erected and located on a building in the Development [1] shall not exceed eighteen [18] inches in diameter, [2] shall be located on the rear of the building, and [3] shall not be visible from the street. Basketball goals, posts or backboards shall not be erected, altered or permitted on any unit in the Development or on any street right-of-way, unless the same is erected behind the dwelling, is of standard size, height and appearance, and is screened from view to the satisfaction of the Architectural Control Committee.

Section 14. Maintenance of Landscaping. Each owner shall maintain the appearance of his or her unit in high quality condition, and will provide and maintain landscaping. Grass, flowers and shrubbery must be kept in an orderly fashion.

Section 15. Sewage and Drainage Control. No activities shall be permitted that discharge pollutants into the surface drainage system.

Section 16. Regulations. Reasonable regulations concerning the use of the properties may be made and amended from time to time by the owners with a ¾ majority vote.

Section 17. Proviso. Provided, however, that until Declarant has completed all of the contemplated improvements and closed the sale of units A through D, Sandpiper Townhomes, the owners shall not interfere with completion of contemplated improvements and the sale of units by the Declarant. Declarant may make such use of the unsold units and common areas, if any, as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of units and the display of signs.

Section 18. No owner may obstruct the view of the Gulf of Mexico or the beach from any other unit in Sandpiper Townhome Development.

Section 19. Elevators: Owners may construct/install elevators under the following conditions: All elevators must be constructed and located at the rear porch of the unit for the all units. End units may install elevators on the side of the rear porch as long as it is enclosed with louvers or slats so it is not visible from the street. All elevators must comply with local building codes and built by licensed contractors and certified as a cargo elevator or as an elevator for personal use.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Architectural Control Committee, the Declarant or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any owner or the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that a court of competent jurisdiction shall determine that any unit owner shall have violated or have attempted to violate any of the covenants herein, the owner of the lot or lots causing the violation upon which the violation occurs shall pay all attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants. Said attorney's fees, court costs, and other expenses allowed and assigned by the court shall become a lien upon the lot and improvements.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

[a] The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five [25] years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of five [5] years.

This Declaration may be amended anytime during the initial twenty-five [25] year period or any period thereof by Declarant or its nominees, provided they own at least fifty-one [51] percent of the units of Sandpiper Townhomes. Beginning five [5] years from the date of recording of the Declaration and for the remainder of the initial twenty-five [25] year period or any extensions, the covenants may also be amended by the written consent of at least seventy-five percent [75%] of the unit owners, exclusive of their mortgagees. Any amendment must be recorded. [b] Notwithstanding anything herein contained to the contrary, the Declarant reserves and shall have the right for a period of five [5] years from the date of recording of these covenants, condition and restrictions to unilaterally amend this Declaration in whole or in part in order to [1] conform this Declaration to the requirements of any governmental agency, federal, state or local, [2] to conform to the requirements of any mortgage lender, or [3] to insure the reasonable development of the property. The Declarant shall retain total control of the property, the development thereof, and the improvements, without limitation, plan approval, until all the development is complete and all of the units have been sold.

WITNESS ITS SIGNATURE ON THIS THE 4th DAY OF AUGUST, 2022.

OWNER - DECLARANT:

SANDPIPER TOWNHOMES LLC., ALAN D. STENNETT, MANAGING MEMBER.

BY: 
ALAN D. STENNETT

**MINUTES OF JUNE 22, 2023
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STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 4th day of August, 2022, within my jurisdiction, the within named ALAN D. STENNETT who acknowledged that he signed, executed and delivered the above and foregoing instrument as MANAGING MEMBER of SANDPIPER TOWNHOMES LLC, after being duly authorized to do so.

GIVEN under my hand and official seal of office.

My Commission Expires:



Corey Bradley
NOTARY PUBLIC

**SHORT TERM RENTAL AGREEMENT
125 E. FIFTH STREET, LONG BEACH, MS 39560**

1. This agreement made this _____ day of _____, _____

Between Tenant _____

Of address _____

Hereafter referred to as "Tenant"

And

Landlord _____

Of address _____

Hereafter referred to as "Landlord"

2. Rental Property Location

3. Period and Total People in renting party consists of _____ adults and _____ children not to exceed 6 occupants. The rental period begins at 3pm local time on the _____ day of _____, _____ and ends at 11am on the _____ day of _____, _____.

4. The Rental Amount Total for the above period is _____ or equal to _____ per night.

5. Taxes and a Cleaning Fee of \$200 is extra and due at the commencement of the rental period. A Security Deposit of _____ is required at the time of booking this rental agreement and it will be deducted from the amount due at the commencement of the rental period.

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6. Termination

The Landlord has the right to inspect the premises and complete necessary repairs with prior notice as stated with the applicable laws. Should the Tenant violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with applicable law. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

7. Maintenance and Repairs

The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall charge costs of said services to the credit card on file if tenants cause damage to the premises or its furnishings.

8. House Rules.

Tenant agrees to abide by the House Rules attached as Addendum at all times while at the property and shall cause all members of the rental party and anyone else Tenant permits on the property to abide by such rules at all times while at the property.

9. Trash

The Tenants shall dispose of all waste material generated during the rental period in the designated garbage and recycling area.

10. Subletting

The Tenant shall not have the right to sublet the property.

11. Quiet Enjoyment

The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises.

12. Essentials

Landlord shall provide the Tenant with towels, linens, cups, knives, forks, spoons and dishes. It is the responsibility to the Tenant to clean the forgoing during the tenancy.

13. Landlord's Liability

The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

SHORT TERM RENTAL AGREEMENT

125 E. FIFTH STREET, LONG BEACH, MS 39560

14. Rental Deposit

Amount is refundable up to three (3) weeks prior to the beginning of the rental period. After said period prior to the rental start date the Landlord shall have the right to retain the initial Rental Deposit at the Landlord's discretion.

15. Attorney's Fees

Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

16. Use of Property

Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household nor will it be used for commercial purposes.

17. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

18. Showings

If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenant's stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's term. Tenant shall allow reasonable viewings of the home between 9 am and 8 PM (local time) whether they may be present or not.

19. Firearms and Hazardous Materials

Firearms shall not be allowed on the premises. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

20. Illegal Use

Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits. No Tenant shall grow any Marijuana, Cannabis or similar plant in any part of the premises.

21. Possessions

Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 15 days they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

22. TV Services - Streaming Smart TV

This property is equipped with smart TV's and FireSticks to support tenant's own streaming service subscriptions. Cable TV is not provided at this property. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to TV services.

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23. Internet
High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

24. Manager/Landlord Contact
Landlord/Manager's Name: Heath and Jennifer Horridge
Landlord/Manager's Telephone: Heath - 504-913-2008, Jen - 504-388-1890
Landlord/Manager's E-Mail: heathhorridge21@gmail.com
Landlord/Manager's Address: 353 Melody Drive, Metairie, LA 70001

25. Governing Law
This agreement is governed under the laws of the state of Mississippi.

26. Other Agreements
In addition to the language stated in this agreement the parties, Landlord and Tenant, agree to the following:

Blank lines for additional agreements.

General Rules - See House Rules Addendum for additional information.

- No pets
No smoking (Marijuana or tobacco cigarettes, cigars, electronic cigarette or any similar product whose use generates smoke or vapors), parties, or events
Check-in is any time after 3:00 PM CST and check out by 11:00 AM CST
Guests MUST be 21 years of age or older unless accompanied by an adult
Please be respectful of the neighbors and reduce noise volume between 10PM & 8AM
Make sure to enjoy your getaway and have fun!

Landlord and Tenant agree to the above conditions on this ___ day of ___, 20___ and hereby swear that the information provided is accurate and true:

Tenant's Signature _____ Date _____
Print Name _____
Tenant's Signature _____ Date _____
Print Name _____

Landlord's Signature _____ Date _____
Print Name(s) _____

Short Term Rental Contract for the "Sandpiper by the Sea"
125 E Fifth Street, Long Beach, MS 39560

This addendum is made part of the rental agreement entered into on this date, 6/30/2023 between the following parties,

TENANT(S): _____
and _____

LANDLORD(S): Gayle and Garry Waylett

for the premises located at the following address: 125 Fifth Ave. Long Beach, MS 39560.

The policies and rules contained herein may be modified and new policies and rules adopted by owner or management and shall become effective on the date indicated on the addendum, or thirty days after delivery of a copy of the amendment, or amended rules, to resident, whichever is later.

- 1. ACTIONS OF GUESTS: Residents are totally responsible for the actions of your guest(s), friend(s), family member(s) other occupant(s) and anyone who visits and enters the residence.
2. ADDITIONAL APPLIANCES: No air conditioners, washing machine, clothes dryer or any other appliances can be installed without permission of management. Additional monthly charge may apply.
3. ALTERATIONS: Resident shall not paint, wallpaper, or alter in any way the features of the premises without prior consent of the owner/management. Resident shall not use screws, fastening devices, large nails, or adhesive materials (including contact-type paper), place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the owner/management. Closet and cabinet shelves and drawers may be lined with plain paper only.
4. CANDLES & COMBUSTIBLE SUBSTANCES: The resident is prohibited from using candles or kerosene lamps without permission and residents are prohibited from using or keeping in their homes, garages or storage spaces any gasoline, explosives, inflammable or combustible materials.
5. CAR REPAIRS: Absolutely forbidden - \$1000.00 fine if violated. Repairing cars should not be done on the premises. Broken down cars cannot be parked in the parking areas. If you have any kind of an oil leak, please repair immediately. It is very difficult to remove the grease from the concrete plus individuals walk in the spills and spread oil everywhere.
6. DECORATIONS: Decorations shall be installed in such a way as not to damage substantially, the walls, floors, and carpets. No decorations shall be installed on or from the ceilings, doors, windows, their frames, or any existing cabinetry.

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7. **ELECTRICAL OVERLOAD:** If the resident overloads an electrical circuit or blows a fuse, the resident will be charged for the problem to be corrected.

8. **FIRE EMERGENCY PROCEDURES:**

- a. If you hear a smoke alarm and/or see smoke or fire, call 911
- b. Alert any family members in the dwelling to exit.
- c. Stay near the floor if you must evacuate through a smoke-filled corridor. Smoke rises, so the clearest air will be at floor level. Breathe sparingly and move quickly as possible toward the nearest exit.
- d. Leave the fire area, closing all doors behind you, but do not lock them.
- e. Never go back into a burning building to save pets or personal possessions – no matter how valuable they are you.

9. **GARBAGE DISPOSAL:** Residents will not use the kitchen sink or toilet for garbage or waste. Garbage and rubbish and recyclable materials shall be disposed of in containers designated for that purpose. Large boxes and containers shall be broken down so as not to consume too much space in the garbage containers.

10. **HAZARDOUS DISPOSAL:** No hazardous substances may be disposed of in the garbage containers but must be disposed of as required by applicable health and safety regulations and codes.

11. **ILLEGAL DRUGS:** No illegal drugs of any kind are permitted on the premises, stored, used or sold.

16. **LANGUAGE AND LOITERING:** No profane language, loitering, and loud music from car audio systems, which interferes with the quiet enjoyment of neighbors is permitted outside the rental. In addition, playing, skate boarding, roller skating or bicycle riding, on the sidewalks, driveway, parking areas, steps or in common areas in such a way that causes damages to others personal property or blocks passage or free use of occupants or neighbor is prohibited. Residents are responsible for asking all occupants, guests and visitors to the premises to abide by this policy and Residents will be held liable for the actions of anyone coming to or from home or apartment, and subject to eviction for repeat violations of this policy.

17. **LOCKS:** Residents will not change or install additional locks to the doors or windows or any of the common areas. With regard to broken or uncooperative locks, residents shall immediately notify owner/management if any door or window lock in the home becomes unserviceable. Residents shall lock all doors when leaving the premises.

18. **NOISE/CONDUCT:** Resident, family, and guests shall not make or allow loud or unreasonable noise or sounds. Resident and/or guests shall not disturb other Residents' peaceful enjoyment of the premises... Resident shall refrain from playing any musical instrument, radio, music system, entertainment system, or television set at a volume that can be heard outside the home and that causes disturbance to other residents. Loud noise or disorderly conduct will result in a notice to vacate the premises and termination of agreement. In addition, Residents are responsible for all actions and damages caused by Resident's guests.

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19. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture or receptacle containing more than 10 gallons of liquid is permitted.

20. **OFF LIMITS:** Residents shall not go upon the roof of the house/building. Residents shall not enter any area clearly designated as being closed to residents and others. Residents shall not go onto adjacent property of neighbors.

21. **OUTDOOR TOYS:** No bicycles, play equipment, toys, skateboards, or other personal belongings shall be left outside of the premises when not in immediate use.

22. **PARKING:** No unauthorized vehicle may be parked on the premises. No disabled or unregistered vehicles or vehicles with expired registration shall be parked on the premises. Vehicles must be parked only on paved or designated areas. Resident further understands that no repairing, servicing, or painting of the vehicle is permitted on the premises. Resident also agrees never to park or store a recreational vehicle, motor home, or trailer of any type. Such vehicles will be towed to a storage yard at the car owner's expense.

23. **PESTS CONTROL:** The home got treated for pests before you moved in. Resident acknowledges that the rental is free of pests at beginning of the occupancy and agrees that resident is responsible for keeping the premises clean and free of pests and will pay for pest control service if desired or needed.

24. **PETS/STRAYS:** Any animal discovered on or around the property will be considered a stray. All strays will be reported to the proper authorities and removed at the resident's expense.

25. **PICTURE HANGINGS:** No room should have any additional wall hangings that were not present at time of occupancy and provided by landlord. Tenant agrees to refrain from hanging or nailing anything into any of the walls without written consent of landlord.

26. **PLUMBING:** Residents shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging. Grease and objects other than toilet paper will stop up the plumbing. Drain stoppages are your responsibility. It costs a minimum of \$ 100.00 to unplug a drain. If you do not let grease, food, hair or other objects go down the drains, you should never have a problem.

27. **POLICE REQUESTED:** If police are called to the home or apartment on more than one occasion for a resident related problem or disturbance, this agreement is subject to termination.

28. **REPAIR NOTIFICATION:** Resident shall notify owner or management of any necessary repairs to the premises or emergency situations as soon after the discovery thereof as possible. For example, notify management if flooding from plumbing break, no heat in the winter, damage caused by wind, storm or fire, sewer back up, roof leak, gas leak or electrical failure, major damage or destruction of furnishings. Residents will be held responsible for any damages if damage was the result of resident neglecting to promptly report needed repairs.

29. **SATELLITE DISH/CABLE TV:** Resident shall not attach, install or have installed by anyone else an antenna, satellite dish, cable TV or computer-related wiring or any other equipment to the dwelling exterior without the owner's or management's written permission.

30. **SIGNS:** No signs, notices or visual displays of any kind are to be posted on doors or exterior walls without management approval.

Page 3 of 5

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

31. **SMOKE DETECTORS:** For resident safety, resident agrees to periodically check to make sure the smoke detector battery is working. It is your responsibility to replace the battery or notify owner or management that the smoke detector is not working.

32. **NO SMOKING:** No smoking of any kind is permitted in residence.

33. **RESIDENCE TEMPERATURE:** Residents agrees to maintain the air conditioner or heat in the home at a minimum temperature of 68 during warm temperatures and a maximum of 75 during cold temperatures - sufficient to protect the pipes and water facilities from damage by freezing or over-cooling. If residents are negligent in this regard, they are responsible for repair.

34. **TRASH REMOVAL:** Resident shall always maintain the home (inside and out) free of accumulations of trash and garbage and agree to dispose of trash in appropriate receptacles for collection. Resident is responsible for hauling away anything too large for normal collection. Management will hire someone, at resident's expense, to pick up trash or debris if left neglected for more than one week. There are two receptacles available for garbage and should be used accordingly: a trash can & a recycling can. Residents shall remove all garbage from the property and place it in the appropriate cans prior to checking out.

35. **UNAUTHORIZED COOKING:** Resident shall not use barbecues, grills (gas or charcoal), or other outdoor cooking equipment indoors. They are not to be used outside without permission nor use in such a way as to create a fire hazard or substantial risk of damage to the rental or common areas.

36. **VEHICLE MAINTENANCE:** No car washing, changing of oil or other vehicle fluids, installation of oil or other vehicle fluids, or vehicle repairs of any kind or description shall be conducted on the premises, parking areas, or driveways.

37. **WATER LEAKS:** Please report all water leaks IMMEDIATELY. A small leak can cause high water damage and sewage bills. Check your commode for continuous cutting on and off.

38. **WINDOW COVERINGS:** Window coverings shall be restricted to those provided by owner or management already existing in the home at the time of move-in or those approved by management. Under no circumstances shall sheets, clothing, flags, aluminum or any metal foil, newspapers, or any other such items be used as a window covering. No other items shall be hung from, or out of windows.

39. **WINDOWS CLOSED:** In the event of inclement weather (rain, snow, sleet, hail or high winds), residents are required to close all windows. Damage to the window treatments, property interior or floor coverings resulting from the violation of this rule will be charged to the resident.

40. **WINDOWS:** The resident is responsible for payment of any window that is broken, regardless of cause, during the rental term and the glass must be replaced with that of equal or better quality.

42. **YARD/GROUNDS:** The property owner will take care of the grounds upkeep. Tenants are responsible for communicating with management regarding grounds needs where noticeable.

41. **ADDITIONAL COMMENTS:**

RECEIPT OF COPY ACKNOWLEDGED: Tenant(s) hereby acknowledge that they have read these Rules and Policies and understand that this addendum is incorporated into and made part of the lease. Residents understand it, agree to it, and have been given a copy.

Tenant Signature: _____ Date

_____ Print Name Here: _____

Tenant Signature: _____ Date

_____ Print Name Here: _____

Property Management Signature: _____ Date

_____ Print Name Here: _____

**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**Sandpiper Guest Manual – Short Term Rental
125 E. Fifth Street, Long Beach, MS 39560**

Parking

We have a long driveway directly in front of our home which you will note on arrival. Please use the driveway and/or our garage for parking for the duration of your stay.

- Any adjacent driveways are off-limits.
- Street parking is not permitted in front of the townhomes.
- Working on vehicles and/or changing oil on the property is strictly prohibited.

Garbage and Recycling

All guests must dispose of any garbage prior to checking out of the property.

There are two garbage bins outside for your trash:

- One green plastic bin for recycle garbage, this garbage is not to be bagged in the bin.
- One large brown plastic bin for regular garbage, this garbage is bagged in the bin.

There are two garbage bins located in a pullout drawer under the kitchen island.

- The first bin is for regular garbage deposited in a disposal garbage bag inside the bin and the garbage bag when full is to be deposited in the outdoors brown garbage bin.
- The second bin in the drawer is for recycle goods. The bin should have a garbage bag in it and that garbage bag is not to be thrown out but emptied into the green outdoor recycle bin.

Garbage is picked up early on Monday mornings. Please put out the outdoor garbage bins for pick up on the street Sunday nights or prior to leaving the property.

Long Beach recycles the following items:

Metal and aluminum cans, plastic products rated #1 to #3 (bottles, jugs, etc), cleaned pizza boxes, flattened cardboard, paper products. They want dirty containers rinsed.

**Sandpiper Guest Manual
125 E. Fifth Street, Long Beach, MS 39560**

Page 1 of 5

Welcome to the Sandpiper, our delightful Gulf Coast, rental cottage! Thank you for choosing our place for your stay, have a wonderful time!

Emergency Contacts

Your emergency contact is our property manager, Eric Bay @ (504) 231-2712. Eric will be happy to assist you in case you require anything during your stay.

Police Department - (228) 863-7292

Fire Department - (228) 863-7292

MS Poison control - 1-800-222-1222 or (601) 984-1676

Hospital - Ochsner Health Center - 111 N Cleveland Ave., Long Beach

Check-In Rules:

Check-in time is at 3:00 pm.

Please let us know if you need to arrange an early or late check-in, and we will do our best to accommodate your request.

Upon arrival, please take a moment to survey the property and ensure everything is in good condition. If you notice any damage or issues, please let us know immediately.

Check-Out Rules:

Check-out time is at 11:00 am.

Please double-check that you have all your belongings.

Please leave the property in the same condition as when you arrived. This includes:

- Wash any dishes you have used.
- Dispose of all garbage in the appropriate trash and recycling cans.
- Clean up any spills or messes.
- Turn off all lights and ensure the stove and oven are off.
- Unplug the toaster and coffee pot.
- Lock all doors and windows.

Security Rules

Guests must lock all doors and windows when leaving the property.

Guests must not share their entrance door access code with anyone.

Guests must not leave valuables unattended on the property.

**MINUTES OF JUNE 22, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

General House Rules

Page 2 of 5

We have created a set of house rules to guide you through your stay to maximize your enjoyment and safety.

These rules are designed to protect you and our property in addition to respecting our neighbors and ensure everyone has a pleasant experience. Feel free to contact us at 250-575-3668 if you have any questions.

Before you unpack and settle in, please take a moment to review our general house rules, which include the following:

Parking

We have a long driveway directly in front of our home which you will note on arrival. Please use the driveway and/or our garage for parking for the duration of your stay.

- Any adjacent driveways are off-limits.
- Street parking is not permitted in front of the townhomes.
- Working on vehicles and/or changing oil on the property is strictly prohibited.

Guest Behavior Rules

Guest behavior rules are essential to ensure guests respect the property, neighbors, and other guests.

Please respect our neighbors and avoid making excessive noise.

Loud music is not allowed inside or outside of the property.

Quiet time starts at 11:00 pm.

Guests must not engage in unlawful activities inside or outside the property.

Guests must not venture onto any neighbor's property.

Pets

There are no pets allowed inside or outside of the property under any circumstances.

Smoking

This is a non-smoking property. **Smoking anywhere indoors is absolutely prohibited.** If you smoke outdoors, please ensure you dispose of your ashes and butts.

Parties, Events & Visitors

Page 3 of 5

We have a strict "no parties" policy inside or outside of the property. Any failure to comply with the "no party" policy is subject to eviction.

The Long Beach short term rental policy strictly prohibits more than 6 people sleeping at the property. Only "registered guests" (6 max.) are allowed to stay overnight. You can entertain a maximum of an additional 4 unregistered guests, and you do so at your own risk. We are not responsible for any unregistered guests. Unregistered guests must not sleep at the property under any circumstances.

There must be no "events" at the property.

Eating and Drinking

Please refrain from eating or drinking in the bedrooms and living room. All guests must eat at the dining table, kitchen bar or designated outdoor areas.

We are eco-friendly so there is a complete set of plastic dishware for your convenience to enjoy outdoor meals.

Porcelain China dishware and glassware must not be used outside at any time.

Please immediately wipe up all spills immediately after they occur.

Garbage and Recycling

All guests must dispose of any garbage prior to checking out of the property.

There are two garbage bins outside for your trash:

- One green plastic bin for recycle garbage, this garbage is not to be bagged in the bin.
- One large brown plastic bin for regular garbage, this garbage is bagged in the bin.

There are two garbage bins located in a pullout drawer under the kitchen island.

- The first bin is for regular garbage deposited in a disposal garbage bag inside the bin and the garbage bag when full is to be deposited in the outdoors brown garbage bin.

- The second bin in the drawer is for recycle goods. The bin should have a garbage bag in it and that garbage bag is not to be thrown out but emptied into the green outdoor recycle bin.

Garbage is picked up early on Monday mornings. Please put out the outdoor garbage bins for pick up on the street Sunday nights or prior to leaving the property.

**MINUTES OF JUNE 22, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Long Beach recycles the following items:

Page 4 of 5

Metal and aluminum cans, plastic products rated #1 to #3 (bottles, jugs, etc), cleaned pizza boxes, flattened cardboard, paper products. They want dirty containers rinsed.

Stairs/Balcony/Porch Area

Be mindful of safety first! Please take precautions when using the stairs on the property. There are staircase handrails for your safety, please use them.

We offer both a front and back porch/balcony for your pleasure. Balconies and porches are a great space to congregate and take in the beautiful views of the Gulf of Mexico. However, please note that stairs, balconies and porches may pose a hazard, especially to younger children and the elderly. All young children must be accompanied by an adult when on the front or back stairs, porches and/or balconies.

Amenities Rules

Guests must not use towels for makeup removal.
Guests must not open any windows when the AC (air conditioning) is turned on.
Please turn the AC unit off if you would like to open windows as the coil will freeze up.
Please pull the shower curtain fully across the shower bar to avoid moisture buildup and mildew.

Laundry

There is a washer and a dryer for your convenience. **Please note:** While outdoors, all beach sand must be thoroughly removed from clothing prior to washing any item. Any lint from the dryer must be removed between each load and after your final load of laundry. Please remember to take all belongings from the laundry room area prior to leaving the property.

Barbeque

There is a charcoal BBQ for your enjoyment. All guests must be extremely careful when igniting the briquets and the BBQ lid must be up when igniting. Please note that there is a fire extinguisher next to the BBQ for your safety. All guests must properly clean the BBQ grill after use and dispose of any charcoal remains in the BBQ pit.

Compliance

Page 5 of 5

Please turn off the lights and any electronics when you leave the house.
Don't forget to close and lock the windows.
Please be sure to lock the front and back doors when you leave the premises.

Failure to Comply

Please note that failure to comply to the above house rules or anyone in violation of the property rules is subject to eviction from the property with no refunds, as well as additional penalties like cleaning fees, legal action, etc.

Penalties for Violating House Rules

Penalties for violating house rules will result in the following:

- Deductions from the security deposit
- Termination of the reservation
- Possible legal action

Damages and Breakages

Please advise us immediately if you happen to break or damage something at the property. We want to quickly replace any damaged or broken items so our guests can enjoy their stay.

Please note that if the cost of the damage exceeds the security deposit, the costs will be billed to guests and reported to Airbnb &/or VRBO.

MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CONCERT
GROUP

1701 Golf Road, Suite 1-1110
Rolling Meadows, IL 60008

Policy Number: PVR112852

Prior Policy Number:

AUTHORIZED REPRESENTATIVE

Proper Insurance Services, LLC
14 W. Patrick Street, Suite 201
Frederick, MD 21701

Phone: 866-631-8680
Fax: 866-331-8288
Email: info@proper.insure

In the event of a claim,
please contact
Proper Insurance

COMMON POLICY DECLARATIONS

Name and Mailing Address of Insured:
Gayle Waylett and Patrick Gerry Waylett

125 East Fifth Street
Long Beach, MS 39580

The Named Insured Entity Type: Sole Proprietor

DBA Name:

Business Description: Vacation Rental

Location of Business (described premises):

Location # Location Address
1 125 E Fifth St, Long Beach, MS 39560

Effective from 05/10/2023 to 05/10/2024 both days at 12:01 a.m standard time at the address for Location #1 shown above

Company: Concert Specialty Insurance Company

Forms attached hereto and special conditions: See Attached PI SFE - Schedule of Forms and Endorsements

Service of Suit may be made upon: See Form CSIC SOP 1021 Concert Group Service of Suit

PI DEC CI 01 22

PREMIUM, TAXES, FEES AND SERVICE CHARGES

This policy consists of the following coverages for which a premium is indicated.

Commercial General Liability Coverage Part:	\$490.00
Commercial Property Coverage Part:	\$4,984.00
Terrorism Risk Insurance Act:	NOT COVERED
Total Premium:	\$5,454.00
Policy Fees:	\$100.00
Surplus Lines Tax:	\$222.16
Municipality Tax:	\$0.00
Stamping Fee:	\$13.89
Fire Marshall Tax:	\$0.00
Windstorm/MWUA:	\$166.62
Other Fees:	\$0.00
Grand Total:	\$5,956.67

increased to \$79.00

In the event this policy is cancelled by you, ten percent (10%) of pro rata return premium shall be retained by the Company and the policy fee will be retained by the Authorized Representative.

In return for the payment of premium, and subject to all the terms of this policy, the Company agrees with you to provide the insurance as stated in this policy.

These declarations together with the coverage part declarations, the common policy conditions, coverage forms(s), and endorsements, complete the above numbered policy.

The Company will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its duly appointed Authorized Representative.

Dated: 05/25/2023

by

Authorized Representative

PI DEC CI 01 22

MINUTES OF JUNE 22, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/06/2023	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Proper Insurance Services, LLC 14 W Patrick St, Suite 201 Frederick, MD 21701	CONTACT NAME: PHONE (A/C, H, Ext): 888-631-6680 FAX (A/C, H, Ext): 888-331-9299 ADDRESS: mortgageinfo@properinsure INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Concert Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
INSURED Gayle Weylett and Patrick Garry Weylett 126 East Fifth Street Long Beach, MS 38660					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILES LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTIONS \$ HOMEOWNERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROSRIE TO PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	INSR. NO. / POLICY NO. PVR112882	POLICY EFF. DATE (MM/DD/YYYY) 05/10/2023	POLICY EXP. DATE (MM/DD/YYYY) 05/10/2024	LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Personal Liability \$ 1,000,000 COVERED SINGLE LIMIT (EA OCCUR) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE WITH TH \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 126 E Fifth St, Long Beach, MS 38660					
CERTIFICATE HOLDER		CANCELLATION			
Additional Insured: Eric Bay 111 DeMontluzin Street Bay Saint Louis, MS 39520		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2014/01)

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ACORD		EVIDENCE OF PROPERTY INSURANCE		DATE (MM/DD/YYYY) 06/06/2023
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.				
AGENCY Proper Insurance Services, LLC 14 W Patrick St, Suite 201 Frederick, MD 21701	PHONE (A/C, No. Ext): 888-631-6680		COMPANY Concert Specialty Insurance Company	
FAX (A/C, H, Ext): 888-331-9299	E MAIL ADDRESS: mortgageinfo@properinsure		INSURED Gayle Weylett and Patrick Garry Weylett 126 East Fifth Street Long Beach, MS 38660	
AGENCY CUSTOMER ID # INSURED		LOAN NUMBER	POLICY NUMBER PVR112882	EFFECTIVE DATE 05/10/2023
CODE: SUB CODE:		EXPIRATION DATE 05/10/2024	CONTINUED UNTIL TERMINATED BY CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				
PROPERTY INFORMATION				
LOCATION/DESCRIPTION 126 E Fifth St, Long Beach, MS 38660				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
COVERAGE INFORMATION				
COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE		
Townhouse	\$200,000	\$1,000; Wind - 1% of Total Insured Value		
REMARKS (Including Special Conditions)				
Policy Premium: \$7,990.45 Proper Insurance Services FEIN: 47-1686857, Virginia Insurance Lic. #136878 Special Cause of Loss, Replacement Cost Valuation				
CANCELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
ADDITIONAL INTEREST				
NAME AND ADDRESS		MORTGAGE LOSS PAYEE LOAN #	ADDITIONAL INSURED	
AUTHORIZED REPRESENTATIVE 				

ACORD 27 (2009/12)

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**MINUTES OF JUNE 22, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

APPROVED:

Chairman Frank Olaivar

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk