

MINUTES OF AUGUST 24, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
AGENDA
AUGUST 24, 2023
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION
CITY OF LONG BEACH, MISSISSIPPI
5:30 O'CLOCK P.M.
LONG BEACH CITY HALL
MEETING ROOM
201 JEFF DAVIS AVENUE

- I. CALL TO ORDER**
- II. ROLL CALL AND ESTABLISH QUORUM**
- III. PUBLIC HEARINGS**
- IV. ANNOUNCEMENTS**
- V. APPROVE MINUTES**
 - 1. August 10, 2023
- VI. UNFINISHED BUSINESS**
- VII. NEW BUSINESS**
 - 1. Tree Removal- 6092 Beatline Road, Tax Parcel 0511G-02-008.000, Submitted by Henry Schepens, Jr.
 - 2. Short-Term Rental- 117 McCaughan Avenue, Tax Parcel 0611P-03-001.002, Submitted by Michelle Shanks (owner and property manager).
 - 3. Short-Term Rental- 1114 East Old Pass Road, Tax Parcel 0611P-01-002.000, Submitted by David M. Graham and Cynthia R. Graham (owners) and Ms. Garnie Dubuisson (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 September 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.**

Commissioner Jennifer Glenn read the opening statement.

**MINUTES OF AUGUST 24, 2023
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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 24th day of August 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: Chairman Frank Olaivar, Commissioners Billy Suthoff, David DiLorenzo, Chris Fields, Jennifer Glenn and Marcia Kruse, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent from the regular meeting were Vice Chairman Shawn Barlow, Commissioners Nicholas Brown, Michael Levens, Building Official Mike Gundlach 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 Glenn made motion, seconded by Commissioner Kruse and unanimously carried to approve the Regular Meeting minutes of August 10, 2023, as submitted.

It came for discussion under New Business a Tree Removal for the property located at 6092 Beatline Road, Tax Parcel 0511G-02-008.000, submitted by Henry Schepens, Jr, as follows:

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

OFFICE USE ONLY
Date Received 8/11/23
Zoning C-2
Agenda Date 8/24/23
Check Number 4613

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

HS 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.

HS 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.

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

TODAY'S DATE: 8/11/23

PROPERTY INFORMATION

TAX PARCEL #: 0511G-02-008.000
Address of Property Involved: 6092 Beatline Rd Long Beach
Property owner name: Henry Schepens Jr
Are you the legal owner of the above property? Yes No If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.
Property owner address: 133 Pitcher Point Long Beach
Phone No. 228 731-4415

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Commercial Electric
Phone No. 228-731-4415 Fax: _____
Name Henry Schepens Jr
Address 6092 Beatline Road

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.:
Hit By Lighting it is Dead (use separate sheet if needed)

Number of Trees:
1 Live Oak _____ Southern Magnolia

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

Henry Schepens Jr
Signature _____ Date _____

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

HS 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.

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

HS OWNERSHIP: Please provide a recorded warranty deed.

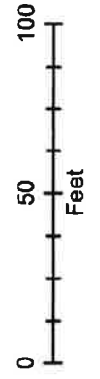
HS PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or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

HS 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.

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

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My Map



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: August 11, 2023



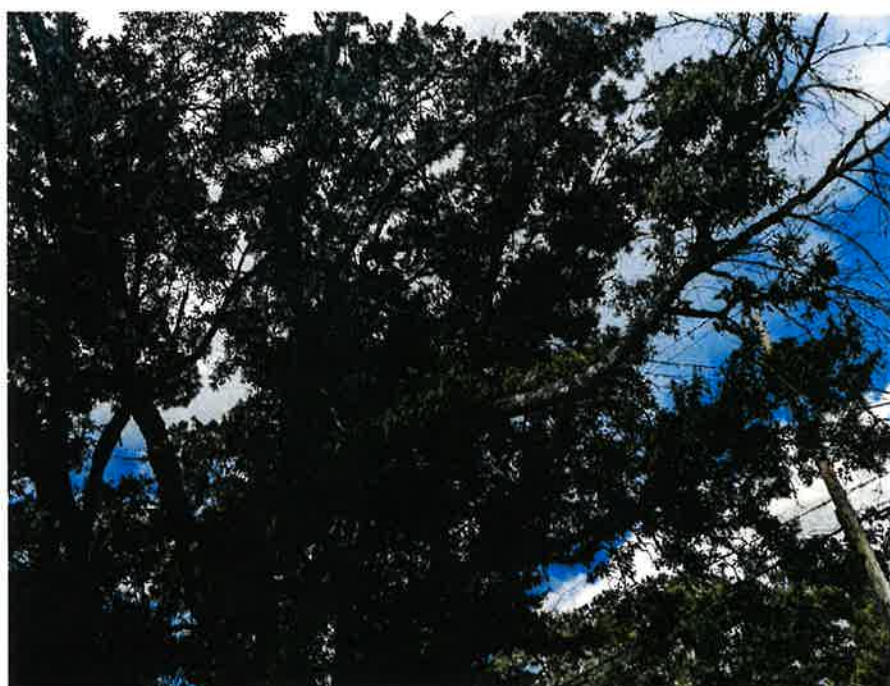
**MINUTES OF AUGUST 24, 2023
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SCANNED



Prepared by:
Andrew Marston, PLLC
Attorney at Law
1019 22nd Ave
P.O. Box 803
Gulfport, MS 39502
(770) 465-9047
MS Bar # 1866

Return to:
Andrew Marston, PLLC
Attorney at Law
1019 22nd Ave
P.O. Box 803
Gulfport, MS 39502
(770) 465-9047
File # 16-206

STATE OF MISSISSIPPI
HARRISON COUNTY
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 which is hereby acknowledged, We

Dwight R. Leggett and Lisa M. Leggett
20830 Pineville Road
Long Beach, MS 39560
228-365-1801

do hereby sell, convey and warrant unto

H & T Properties, LLC, a Mississippi Limited Liability Corporation
821 N. Vickihear Avenue
Long Beach, MS 39560
228-980-0413

all certain here, parts or portion of land situated and being located in First Judicial District of Harrison County, State of Mississippi, more particularly described as follows: to-wit:

(See Exhibit A attached, Page 3)

INDEMNIFYING INSTRUCTIONS: Except
The subject property is not the estate of the Grantor(s)

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THIS CONVEYANCE is subject to any prior conveyances of record and to all other matters required by law to be disclosed to the purchaser, including but not limited to the following:

WITNESS OUR HANDS AND SEAL OF OFFICE this 27th day of December, 2013.

Dana M. Leggett
Dana M. Leggett
Lisa M. Leggett
Lisa M. Leggett

STATE OF MISSISSIPPI

COUNTY OF HARRISON

BEFORE ME, a Notary Public in and for the State of Mississippi, personally appeared Dana M. Leggett and Lisa M. Leggett, who are known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed.



Dana M. Leggett

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Exhibit "A"

Lot Two (2), Block Eleven (11) of COX'S SUBDIVISION of the Southwest Quarter (SW1/4) of Section Three (3), Township Eight (8) South, Range Twelve (12) West, First Judicial District, Harrison County, Mississippi.

MEMORANDUM

Date: August 14, 2023
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree Removal – 6092 Beatline Road

The owner has concerns for one live oak indicated near the street which shows trunk damage and other areas of dead wood. The board defers to Mr. Schepens's judgment in this matter as it is a probable hazard and for insurance issues. No objections.

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

It came for discussion under New Business a Short-Term Rental for the property located at 117 McCaughan Avenue, Tax Parcel 0611P-03-001.002, submitted by Michelle Shanks, owner and property manager, as follows:

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CITY OF LONG BEACH, MISSISSIPPI											
APPLICATION FOR SHORT-TERM RENTAL											
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560									
PROPERTY INFORMATION:											
ADDRESS: <u>117 McCaughan Ave</u> <small>(Location of Short-Term Rental)</small>		Tax Parcel # <u>0611P-03-001.002</u>									
OWNER'S INFORMATION:											
Property Owner's Name: <u>Michelle Shanks</u>											
Property Owner's Address: <u>117 McCaughan Ave</u>											
Property Owner's Mailing Address, if different from above: <u>11403 Ashton Lane W Gulfport MS 39503</u> <small>City State Zip</small>											
Property Owner's Phone No: <u>228 860 9141</u> Email Address: <u>mshanks30@gmail</u>											
Is there a homeowner's association for the neighborhood? <u>NO</u> If so, please provide written statement of support of short term rental?											
PROPERTY MANAGER INFORMATION:											
Property Manager's Name: <u>Michelle Shanks</u>											
Property Manager's Address: (Must be a local contact) <u>11403 Ashton Lane W Gulfport MS 39503</u> <small>City State Zip</small>											
Property Manager's Phone No: <u>228 860 9141</u> Email Address: <u>mshanks30@gmail</u>											
PLEASE PROVIDE THE FOLLOWING:											
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>587 55 9096</u> • Recorded Warranty Deed • Parking Rules & Plan • Trash Management Plan <input checked="" type="checkbox"/> • Copy of Proposed Rental Agreement <u>VRBO #3516518</u> • Proof of Liability Insurance, which includes short term rental coverage <input checked="" type="checkbox"/> 											
ADDITIONAL INFORMATION:											
<ul style="list-style-type: none"> • Completed written statement of compliance. • FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long 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.											
<u>Michelle Shanks</u>	<u>Michelle Shanks</u>	<u>7-19-23</u>									
PRINT NAME	SIGNATURE	DATE									
BELOW IS FOR OFFICE USE ONLY											
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:								
<u>6</u>	<u>4</u>	<u>3</u>	<u>6</u>								
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.											
Building Official Signature: <u>[Signature]</u>		Date: <u>8/16/23</u>									
Fire Inspector Signature: _____		Date: _____									
COMMENTS: _____											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date Received: <u>8/16/23</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Agenda Date: <u>8/24/23</u></td> <td></td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> <td></td> </tr> <tr> <td>Payment Method: <u>SIO</u></td> <td></td> </tr> </table>				Date Received: <u>8/16/23</u>		Agenda Date: <u>8/24/23</u>		Amount Due/Paid: <u>250.00</u>		Payment Method: <u>SIO</u>	
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Amount Due/Paid: <u>250.00</u>											
Payment Method: <u>SIO</u>											

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Michelle Shanks, owner of the property located at 117 McCaughan Ave, Tax Parcel 0611P-03-001.002 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.

Michelle Shanks
signature

7-19-23
date



Prepared By: EDWARD O. MILLER (Bar #2383)
MILLER & SMITH
1922 23rd Avenue
Gulfport, MS 39501
(768) 854-7515

Return to: MILLER & SMITH
1922 23rd Avenue
Gulfport, MS 39501
(228) 861-2515

INDEX IN: Land situated in Widow N. Loderer Claim, T3S, R12W, City of Long Beach, 1st Jud. Dist., Harrison County, MS

GRANTOR(S) NAME(S): RODGER L. SHANKS & SANDRA M. SHANKS
ADDRESS: 11463 Ashlon Lane West, Gulfport, MS 39503
PHONE NO: (228) 328-4456

GRANTEE(S) NAME(S): RODGER L. SHANKS, SANDRA M. SHANKS, & MICHELLE LEIGH SHANKS
ADDRESS: Same as above, Michele 117 McCaughan Ave., Long Beach, MS
PHONE NO: (228) 861-5141

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

TITLE NO.1 EXAMINED

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$ 0.00), cash in hand paid, and other good and valuable consideration, the receipt and

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2
sufficiency of all of which is hereby acknowledged, we, RODGER L. SHANKS and SANDRA M. SHANKS, Grantors, do hereby sell, convey and warrant unto RODGER L. SHANKS, SANDRA M. SHANKS, and MICHELLE LEIGH SHANKS, Grantees, as joint tenants with rights of survivorship and not as tenants in common, the following described property, together with any and all improvements thereon, situated and being located in the First Judicial District of Harrison County, Mississippi, and being further described as follows:

All that certain parcel of land situated in the Widow N. Loderer Claim, Township 8 South, Range 12 West, City of Long Beach, County of Harrison, State of Mississippi, being shown and designated as follows:

Commencing at the Northeast corner of Lot 1 Block 1 of the HAYS AND EZZEY SUBDIVISION, partially vacated, thence South 28° East 170.00 feet to the POINT OF BEGINNING, thence continuing South 28° East 80.00 feet, thence South 63° West 123.9 feet, thence North 78° West 180.00 feet, thence North 69° East 120.80 feet to the POINT OF BEGINNING. Containing 9,600 square feet, more or less.

Property Address is: 117 McCaughan Avenue, Long Beach, MS 39560

Said property being the same property conveyed by Federal Home Loan Mortgage Corporation to Roger L. Shanks and Sandra M. Shanks, as joint tenants with full rights of survivorship and not as tenants in common, in a Special Warranty Deed dated October 4, 2012 filed for record October 25, 2012, and recorded as Instrument 2012-69,9-D-11 of the records in the Office of the Chancery Clerk for the First Judicial District of Harrison County, Mississippi.

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THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO any and all reservations, restrictions, easements, restrictive covenants, rights-of-way, or oil, gas and mineral reservations, conveyances and leases of record.

AD VALOREM TAXES FOR THE CURRENT YEAR are hereby assumed by the Grantee(s) herein.

WITNESS MY/OUR SIGNATURE(S), this 21st day of JUNE, 2023

Rodger L. Shanks
RODGER L. SHANKS

Sandra M. Shanks
SANDRA M. SHANKS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

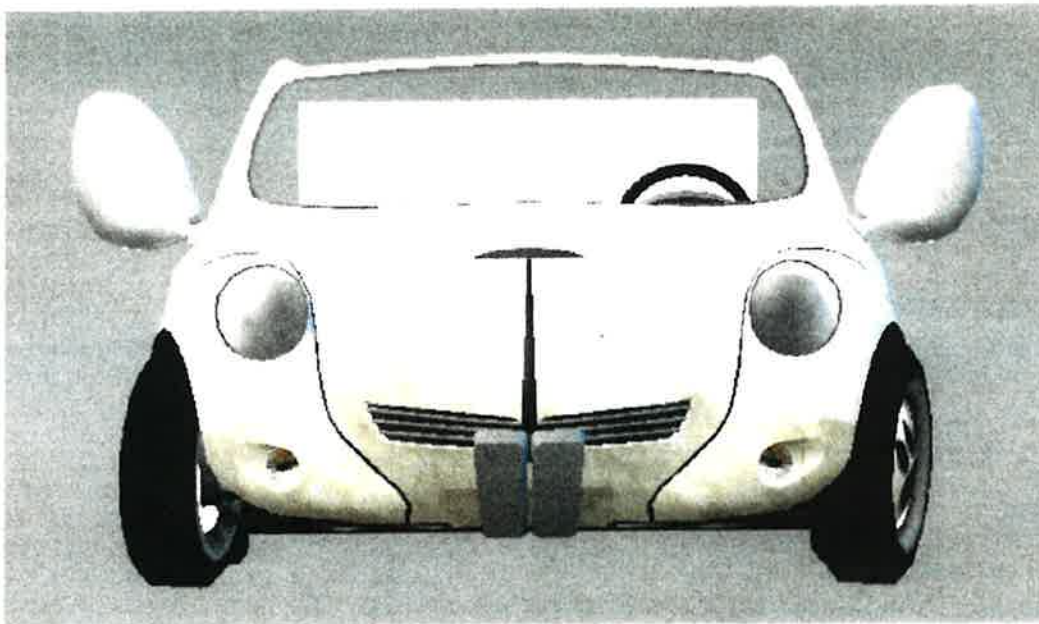
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named, RODGER L. SHANKS and SANDRA M. SHANKS, who acknowledged that signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this 21st day of June, 2023

My Commission Expires



Nancy M. Gates
NOTARY PUBLIC



Parking

Please no parking in the grass. There is a gas line and water line on either side of the drive way.

Please do not park on the street due to traffic issues.

Please utilize the carport and driveway only.

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House Rules**

Check in time is 3pm. Check out is 10am.

* Trash Pickup is on Monday mornings. Please face the receptacle facing the street.

WiFi Password is:

Landscaper comes on every other Tuesday during summer mowing season.

Please do not let children play on massage chair. Please press the Test button on the plug when not in use. It uses a lot of power.

Please do not move the TV in the den or jump on furniture.

Please not pets due to severe allergies.

Please do not smoke inside.

Please rinse off sand outside under the carport.

You don't need to pull the sheets or start the wash. If you want to start the dishwasher, feel free.

Before leaving, please raise the AC to 78 or the heat to 66.

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this _____ day of _____,

BETWEEN:

Michelle Shanks
(the "Landlord")

- AND -

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as 117 McCaughan Ave, Long Beach, MS 39560 (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No animals are allowed to be kept in or about the Property.

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5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Property: in driveway under carport & next to carport.
6. The Tenant and members of the Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
7. The Tenant and members of the Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

8. The term of the Lease commences at 12:00 noon on July 25, 2023 and ends at 12:00 noon on July 25, 2023.
9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Mississippi (the "Act").

Rent

10. Subject to the provisions of this Lease, the rent for the Property is \$ _____ per week (the "Rent").
11. The Tenant will pay the Rent weekly, on or before _____ of each and every week of the term of this Lease to the Landlord at _____ or at such other place as the Landlord may later designate by direct debit from a bank or other financial institution or Through VRBO site.
12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

Security Deposit

13. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$500.00 (the "Security Deposit").
14. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits.
15. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;
 - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
 - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
 - j. any other purpose allowed under this Lease or the Act.

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For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

16. The Tenant may not use the Security Deposit as payment for the Rent.
17. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
18. Within the lesser of 15 days and any time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to:

_____, or at such other place as the Tenant may advise.

Inspections

19. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
20. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and

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its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

21. The Tenant may NOT make improvements to the Property.

Utilities and Other Charges

22. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water/sewer, internet and garbage collection.

Insurance

23. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
24. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

Attorney Fees

25. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

26. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Mississippi.

Severability

27. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
28. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and

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effect.

Amendment of Lease

29. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

30. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

31. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

32. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
33. The Tenant will not engage in any illegal trade or activity on or about the Property.
34. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
35. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
36. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
37. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and

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**MINUTES OF AUGUST 24, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

text excepted.

Rules and Regulations

38. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Mediation and Arbitration

39. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenant.

Address for Notice

40. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
- a. Name: _____
 - b. Phone: _____
41. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
- a. Name: Michelle Shanks.
 - b. Address: _____
- The contact information for the Landlord is:
- c. Phone: (228) 860-9141.

General Provisions

42. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
43. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

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44. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
45. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
46. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
47. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
48. The Tenant will be charged an additional amount of \$0.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
49. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
50. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
51. This Lease constitutes the entire agreement between the Parties.
52. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
53. Time is of the essence in this Lease.

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IN WITNESS WHEREOF _____ and Michelle Shanks have duly affixed their signatures on this _____ day of _____.

Michelle Shanks

(Tenant)

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, 20_____.

(Tenant)



Tower Hill Specialty

Tower Hill Prime Insurance Company
Dwelling Application

Quote Date: 07/10/2023		Policy/Quote #: Y017848009		Form DP-3	
Effective Date: 07/11/2023		Expiration Date: 07/11/2024			
Agent Name & Mailing Address: 803714 Lemon Mohler Insurance Agency 11240 HIGHWAY 49STE D GULFPORT, MS 39503		Phone: (228) 248-0812	Fax: (228) 832-0106		
		Email:	Agency Code: TSTH62		
Applicant Information		Date of Birth: 08/20/1973			
Name & Mailing Address: Michelle Shanks 11463 ASHTON LANE WEST GULFPORT, MS 39503		Email: mshanks30@gmail.com			
		Marital Status: Single		Home Phone:	
		Has the applicant moved in the last 60 days? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
		Previous Address:			
Property/Risk Location (if different from mailing address): 117 MCCAUGHAN AVE, LONG BEACH, MS 39560					
Policy Deductibles					
All Other Perils Deductible:		\$1,000			
Water Backup and Sump Overflow Deductible:		\$250			
Coverages					
Limit/Descriptions:	Premium:				
COVERAGE A - Dwelling	\$213,000	\$2,071.00			
COVERAGE B - Other Structures	\$21,300	Incl			
COVERAGE C - Personal Property	\$30,000	\$100.00			
COVERAGE D - Fair Rental Value	\$21,300	-\$25.00			
COVERAGE L - Promises Liability	\$500,000	\$135.00			
COVERAGE M - Medical Payments to Others	\$5,000/\$25,000	\$25.00			
Dwelling Replacement Cost Loss Settlement		Incl			
Inspection Fee		\$25.00			
Mold and Remediation - Property	\$10,000	Incl			
Mold Exclusion - Liability		Incl			
Personal Property Replacement Cost Loss Settlement		\$25.00			
Policy Fee		Incl			
Property Manager - Premises Liability	\$5,000	\$55.00			
Water Backup and Sump Overflow	\$21,300	-\$24.00			
Water Damage Coverage		-\$1,041.00			
Windstorm or Hail Exclusion					

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Property Insurance Company of America

WIND ONLY INSURANCE APPLICATION

APPLICATION DETAIL		Effective-Expiration Date	Policy Number	Form
Insured	MICHELLE SHANKS	07/11/2023 - 07/11/2024	509604	WOMS
AGENCY INFORMATION				
Agency Number	5036			
Agency Name	Lemon Mohler - OCEAN SPRINGS			
Address	806 Washington Str			
City, State Zip	Ocean Springs, MS 39564			
Phone Number	(228) 248-0814			
APPLICANT/CO-APPLICANT INFORMATION				
Applicant Name	MICHELLE SHANKS	Co-Applicant Name		
Date of Birth	08/20/1973	Date of Birth		
Social Security	xxx-xx-8006	Social Security		
Occupation	Professional	Occupation		
Marital Status	Single	Marital Status		
Home Phone	(228) 860-9141	Home Phone		
Cell Phone	() - -	Cell Phone		
Work Phone	(228) 860-9141	Work Phone		
Email Address	MSSHANKS30@GMAIL.COM	Email Address		

PROPERTY ADDRESS		MAILING ADDRESS	
Address	117 MCCAUGHAN AVE	Address	11463 ASHTON LANE WEST
City, State Zip	LONG BEACH, MS 39560	City, State Zip	GULFPORT, MS 39503
County	HARRISON		

BASIC COVERAGE LIMITS AND PREMIUMS			
Coverage	Limit	Premium	
Coverage A - Dwelling	\$213,000	\$2,207	
Coverage B - Other Structures	\$0	\$0	
Coverage C - Personal Property	\$21,300	\$0	
Coverage D - Loss of Use	\$21,300	\$0	

DEDUCTIBLES	
Wind/Hail Deductible	\$10,000

PICA HO APP 00

Printed Date: 07/10/2023

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After considerable discussion, Commissioner Glenn 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 1114 East Old Pass Road, Tax Parcel 0611P-01-002.000, submitted by David M. Graham and Cynthia R. Graham (owners) and Ms. Garnie Dubuisson (property manager), as follows:

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CITY OF LONG BEACH, MISSISSIPPI			
APPLICATION FOR SHORT-TERM RENTAL			
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560	
PROPERTY INFORMATION:			
ADDRESS: <u>1114 E. Old Pass Road, Long Beach MS</u> Tax Parcel # <u>0611P-01-002,000</u> <small>(Location of Short-Term Rental)</small>			
OWNER'S INFORMATION:			
Property Owner's Name: <u>David M. Graham and Cynthia Kiel Graham</u>			
Property Owner's Address: <u>3808 Hillside Trail Grapevine TX 76057</u>			
Property Owner's Mailing Address, if different from above: <u>(same)</u>			
Property Owner's Phone No: <u>832.264.5960</u>	City: <u>Graham</u> State: <u>TX</u> Zip: <u>76057</u>	Email Address: <u>cynthiakiel15@gmail.com</u>	
Is there a homeowner's association for the neighborhood? <u>no</u> If so, please provide written statement of support of short term rental?			
PROPERTY MANAGER INFORMATION:			
Property Manager's Name: <u>Ms. Garrie Dubuisson</u>			
Property Manager's Address: (Must be a local contact) <u>1120 E. Old Pass Road Long Beach MS</u> <small>City State Zip</small>			
Property Manager's Phone No: <u>228.365.4062</u> Email Address: <u>G.dubuis@prodigy.net</u>			
PLEASE PROVIDE THE FOLLOWING:			
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>21-0534340</u> • Recorded Warranty Deed <input checked="" type="checkbox"/> • Parking Rules & Plan <input checked="" type="checkbox"/> • Trash Management Plan <input checked="" type="checkbox"/> • Copy of Proposed Rental Agreement <input checked="" type="checkbox"/> • Proof of Liability Insurance, which includes short term rental coverage <input checked="" type="checkbox"/> 			
ADDITIONAL INFORMATION:			
<ul style="list-style-type: none"> • Completed written statement of compliance. • FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long 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.			
PRINT NAME: <u>Cynthia Kiel Graham</u>	SIGNATURE: <u>[Signature]</u>	DATE: <u>07/06/2023</u>	
BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>6</u>
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.			
Building Official Signature: <u>[Signature]</u>		Date: <u>8/17/23</u>	
Fire Inspector Signature: _____		Date: _____	
COMMENTS: <u>needs fire extinguisher</u>			
Date Received: <u>8/17/23</u>	_____		
Agenda Date: <u>8/24/23</u>	_____		
Amount Due/Paid: <u>250.00</u>	_____		
Payment Method: <u>117</u>	_____		

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I David M. Graham, owner of the property located at 1114 E. Old Bus Rd. Beach, MS Tax Parcel 21-0534340, affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.


signature

June 10, 2023
date



Our File #B220513
Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
P O Box 4682
Biloxi, MS 39535
228-588-7441

INDEX: City of Long Beach Section Hk 3
Located in Widow N Ladner Claim, Section 12-8-12

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

Carl Leslie Graham and wife, Deborah Dubuisson Graham,
27 Camden Oaks Lane, Montgomery, TX 77356, (832) 640-3387,

do hereby sell, convey and warrant unto

David Graham and wife, Cynthia Riel Graham, (832)477-4069,
3808 Hillside Trail, Grapevine, TX 76051,

as tenants by the entirety with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described in the Attached Exhibit "A".

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

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

WITNESS OUR SIGNATURES, on this the 13th day of July, 2022.

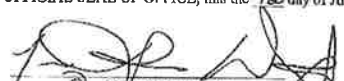

Carl Leslie Graham

Deborah Dubuisson Graham

STATE OF Georgia
COUNTY OF Chatham

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Carl Leslie Graham and wife, Deborah Dubuisson Graham, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 12 day of July, 2022.


NOTARY PUBLIC

My Commission Expires: 9-15-24



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EXHIBIT "A"

A parcel of land situated in the Widow N. Linder Claim, Section 12, Township 8 South, Range 12, West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at the intersection of the northerly margin of East Old Pass Road and the Easterly margin of McCaughan Avenue and thence run N 60 degrees 52' 00" E 100.00 feet to the point of beginning. From said point of beginning, run N 28 degrees 46' 56" W 150.00 feet to a point; thence run S 61 degrees 07' 16" W 100.00 feet to a point on the east margin of McCaughan Avenue; thence run N 28 degrees 42' 16" W 237.02 feet; thence run N 61 degrees 23' 33" E 330.21 feet to a point; thence run N 28 degrees 44' 41" W 311.06 feet to a point; thence run N 61 degrees 42' 29" E 130.00 feet to a point; thence run S 28 degrees 44' 41" E 536.02 feet to a point; thence run S 61 degrees 03' 34" W 130.00 feet to a point; thence run S 28 degrees 44' 41" E 158.00 feet to a point on the north margin of East Old Pass Road; thence run S 60 degrees 52' 00" W along the north margin of East Old Pass Road 230.28 feet, more or less, to the point of beginning.

Being the same property the same property conveyed by Warranty Deed recorded as Instrument Number 2007 6076-D-J1, in the office of the Chancery Clerk.

THE DUBUISSON FARMHOUSE
1114 E. OLD PASS ROAD, LONG BEACH MS. 39560



**PARKING
RULES & PLAN**

PARKING INFORMATION: DRIVEWAY PARKING ONLY.	CONTACT: +1 832.264.5960 MS. GARNIE PLEASE TEXT FOR RESPONSE
PARKING RULES: STREET PARKING NOT ALLOWED. NO MORE THAN THREE CARS ALLOWED ON THE PROPERTY.	ADDRESS: 1114 E. OLD PASS ROAD LONG BEACH, MS 39560
TIPS FROM YOUR HOST: <ul style="list-style-type: none"> ◆ PLEASE BE CAREFUL EXITING THE DRIVEWAY ◆ TURN AROUND IS LOCATED ON THE SIDE OF THE HOME ◆ PARK ONE CAR BEHIND THE OTHER. 	
NEED HELP? HOSPITAL, POLICE, FIREFIGHTERS DIAL 911 OR 228.863.7292	

THE DUBUISSON FARMHOUSE
1114 E. OLD PASS ROAD, LONG BEACH MS. 39560



**TRASH
MANAGEMENT PLAN**

TRASH INFORMATION: PICK UPS ARE SCHEDULED ON MONDAYS	CONTACT: +1 832.264.5960 MS. GARNIE PLEASE TEXT FOR RESPONSE
TRASH RULES: ALL GARBAGE IS TO BE DISPOSED OF IN A TIED GARBAGE BAG, LOCATED UNDER THE KITCHEN SINK. NO LOOSE GARBAGE ALLOWED	ADDRESS: 1114 E. OLD PASS ROAD LONG BEACH, MS. 39560
TIPS FROM YOUR HOST: <ul style="list-style-type: none"> ◆ THE GARBAGE BIN IS THE BROWN ONE OUTSIDE THE BACK PORCH ◆ THE RECYCLE BIN IS GREEN ◆ ALL GARBAGE MUST BE PLACED IN A TIGHTLY SEALED BAG 	
NEED HELP? HOSPITAL, POLICE, FIREFIGHTERS DIAL 911 OR 228.863.7292	

**MINUTES OF AUGUST 24, 2023
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Mississippi Short Term Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between

(hereinafter referred to as "Landlord") and

(hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in _____, Mississippi, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of _____ days, such term beginning on _____ at _____ o'clock am/pm and ending on _____ at _____ o'clock am/pm.
 2. The nightly rate for the term hereof is the sum of _____ DOLLARS (\$ _____) payable prior to the stay.
 3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall provide Landlord with a valid Credit Card to hold in case of any damages caused by Tenant during his/her stay on the Premises.
 4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
 5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.
- 1
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
 7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
 8. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
 9. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
 10. **ANIMALS.** No pets shall be allowed on the premises unless approved in writing by the Landlord.
 11. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
 12. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Mississippi.
 13. **ATTORNEY'S FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

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As to Landlord this _____ day of _____, 20____.

LANDLORD:

Sign: _____ Print: _____ Date: _____

As to Tenant, this _____ day of _____, 20____.

TENANT ("Tenant"):

Sign: _____ Print: _____
Date: _____

TENANT:


Sign: _____ Print: _____
Date: _____

TENANT:

Sign: _____ Print: _____
Date: _____

TENANT:

Sign: _____ Print: _____
Date: _____

CERTIFICATE OF INSURANCE COMMON POLICY DECLARATIONS State of Mississippi		
Previous Number NEW	Certificate Number 23SSIU304273	
This Declaration is attached to and forms part of certificate provisions. Insurance effected with Convex		AUTHORITY REF. NO. Per Insurer Participation Schedule
INSURED NAME & MAILING ADDRESS: David Graham and Cynthia Graham 3808 Hillside Trail Grapevine, TX 76051	BROKER: SSIU, LLC PO Box 639 Daphne, AL 36526	PRODUCING AGENT: BXS Insurance - Gulfport EJ Croal MS LIC #: 10018365
POLICY PERIOD FROM: 07/07/2023 TO 07/07/2024 POLICY TERM: 12:01 A.M. Standard Time at the Residence Premises		
LOCATION ADDRESS(es): 1114 East Old Pass Road Long Beach, MS 39560	POLICY TYPE: DP-3 OCCUPANCY: Rental(Short-Te	
COVERAGES	LOSS SETTLEMENT TYPE	LIMIT OF LIABILITY
SECTION I - AS PER FORM A) DWELLING B) OTHER STRUCTURES C) PERSONAL PROPERTY D) LOSS OF USE / RENTS	RCV RCV RCV	\$210,000 No Coverage \$5,000 \$10,500
SECTION II - AS PER FORM E) PERSONAL LIABILITY F) MEDICAL EXPENSE		\$300,000 \$5,000
	Total Premium: POLICY FEE - STANDARD INSPECTION FEE MWUA TAX Surplus Lines Tax MS Stamping TOTAL:	\$5,902.77 \$150.00 \$150.00 \$186.08 \$248.11 \$15.51 \$6,652.47
DEDUCTIBLES (Section 1 Only):	ALL OTHER PERILS: \$5,000 WIND & HAIL: 5% OF COVERAGE A = \$10,500 FLOOD: EXCL.	
FORMS AND ENDORSEMENTS: This policy is made and accepted subject to the above statement together with the provisions, stipulations and agreements contained in the following form(s) and endorsement(s): See Schedule of Forms and Endorsements		
<small>NOTE: This insurance policy is issued pursuant to Mississippi Law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi but is authorized to do business in Mississippi as a non-admitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency. LICENSE #: 10310158 NAME: Joseph Taylor Norton</small>		
MORTGAGEE(S):		
<small>This policy shall not be valid unless countersigned by our authorized agent:</small>		
COUNTERSIGNED Date: 07/10/2023	By: <i>J. Taylor Norton</i>	

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

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

APPROVED:

Chairman Frank Olaivar

DATE:

ATTEST: _____

Tina M. Dahl, Minutes Clerk