

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA  
JULY 13, 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. June 22, 2023

**VI. UNFINISHED BUSINESS**

**VII. NEW BUSINESS**

- 1. Planning Commission Approval- 20048 Pineville Road, Suite C300, Tax Parcel 0511I-01-037.000, Submitted by Germaine Biagas.
- 2. Certificate of Resubdivision- 146 Richards Avenue, Tax Parcel 0712D-03-001.000, Submitted by Darryl Senia and Jennifer Senia.
- 3. Certificate of Resubdivision- 601 East Beach Blvd, Tax Parcel 0612A-01-072.000, Submitted by Bobby Wayne Mooney.
- 4. Certificate of Resubdivision- Lots 2 and 3 Penny Lane, Tax Parcel 0512B-01-031.000, Submitted by Barri C. Van Coulter Trust.
- 5. Discussion- Short-Term Rentals

**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 18, 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.

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**MINUTES OF JULY 13, 2023  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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 13th day of July 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 Barlow, Commissioners Billy Suthoff, Chris Fields, Marcia Kruse, and David DiLorenzo, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Commissioners Nicholas Brown, Michael Levens and Jennifer Glenn 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.

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Vice Chairman Shawn Barlow made motion, seconded by Commissioner Kruse and unanimously carried to approve the Regular Meeting minutes of June 22, 2023, as submitted.

\*\*\*\*\*

It came for discussion under new business, Planning Commission Approval for property located at 20048 Pineville Road, Suite C300, Tax Parcel 0511I-01-037.000, submitted by Germaine Riagas, as follows:

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**CITY OF LONG BEACH, MISSISSIPPI  
APPLICATION FOR CASE REVIEW**

<b>PHYSICAL ADDRESS:</b> 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	<b>PHONE: (228) 863-1554</b> <b>FAX: (228) 863-1558</b>	<b>MAILING ADDRESS</b> POST OFFICE BOX 929 LONG BEACH, MS 39560
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I. TYPE OF CASE:  PLANNING COMMISSION APPROVAL  
 DECISION OF THE BUILDING OFFICIAL IS ALLEGED TO BE IN ERROR  
 INTERPRETATION OF THE ZONING ORDINANCE 05111-01-037.000

II. Address of Property Involved: 20048 Pineville Rd Slide C-300  
Tax Parcel Number

III. Statement clearly explaining the request being made for case review. (Attach supplemental pages if necessary.)  
opening a dog grooming salon. will be open 4 days a week. customers will drop dogs off and pick back up when finished

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/or Site Plan. A site plan showing the land area which would be affected, if required a general layout drawing of the development, 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 \$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.**

V. OWNERSHIP AND CERTIFICATION:

**READ BEFORE EXECUTING,** Attendance by the applicant(s) at the public hearing (IF REQUIRED) and/or meeting is mandatory; however, the applicant may designate a representative to attend the public hearing and/or meeting on their 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. 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 and/or meeting. 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 2<sup>nd</sup> or 4<sup>th</sup> Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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

Germaine Biagas  
Name of Rightful Owner (PRINT)  
35674 Devon Dr.  
Owner's Mailing Address  
Slidell LA 70460  
City State Zip  
9855038877  
Phone  
germainegrmy@icloud.com  
Email address  
[Signature] 6/22/23  
Signature of Rightful Owner Date

Germaine Biagas  
Name of Agent (PRINT)  
35674 Devon Dr  
Agent's Mailing Address  
Slidell LA 70460  
City State Zip  
9855038877  
Phone  
germainegrmy@icloud.com  
Email Address  
[Signature] 6/22/23  
Signature of Agent Date

**OFFICE USE ONLY**

Date Received 6/22/23 Zoning C-3 Agenda Date 7/13/23 Check Number CC

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**Commercial Lease Agreement**

This Commercial Lease Agreement ("Lease") is made and effective \_\_\_\_\_ by and between Davis Nguyen ("Landlord") and \_\_\_\_\_ ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 20048 Pineville Road, Long Beach, Mississippi 39560 and legally described as follows (the "Building"): A parcel of land located in the SE 1/4 of the NE 1/4 of Section 10, Township 8 South Range 12 West, City of Long Beach, Harrison County, Mississippi, described to: Beginning at the SW corner of the SE 1/4 of Section 10, Township 8 South, Range 12 West, Harrison County, Mississippi for a point of beginning thence East 215 feet, thence North 205 feet, thence West 215 feet, thence South 205 feet to the point of beginning also known as Parcel # 05111-01-037.00 also known as 20048 Pineville Road, Long Beach, Mississippi, LESS AND EXCEPT the part of said property located in the right-of-way Pineville Road, over the South 22 feet thereof, more or less, and located in the right-of-way Daugherty Road over the West 20 feet, more or less, INCLUDING all improvements and appurtenances.

Landlord makes available for lease a portion of the Building designated as 20048 Pineville Road, Suite B & C, Long Beach, Mississippi 39560 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

**1. Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 6/22/23 and ending 6/22/25. Landlord shall use its best efforts to give Tenant possession as early as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

**2. Rental.**

A. Tenant shall pay to Landlord during the Initial Term rental of \$ 9600.00 per year, payable in installments of \$ 800.00 per month. Each installment payment shall be due in advance on the 1st day of each calendar month during the lease term to Landlord at 20048 Pineville Road, Long Beach, Mississippi 39560 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$ 800.00.

**3. Use**

Tenant shall use and occupy the Leased Premises for the commercial purpose of Consulting (business name). The Leased Premises shall be used for no other purpose.

Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

**4. Sublease and Assignment.**

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

**5. Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, plumbing, air conditioning, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

**6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

**7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

**8. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

**9. Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use

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any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants

**10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**11. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**12. Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

**13. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

**14. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**16. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**17. Condemnation.**

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**18. Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgage shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgage, deed of trust or other lien in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attesting to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument so subordinating herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Landlord alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

**19. Security Deposit.**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**20. Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which would form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**21. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**22. Memorandum of Lease**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**23. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

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**24. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**25. Consent**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**26. Performance**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

**27. Compliance with Law**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**28. Final Agreement**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**29. Governing Law**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

[Landlord] Signature Block	Date 6/22/23
[Tenant] Signature Block	Date 6/22/23
[Witness] Signature Block	Date 6/22/23

After considerable discussion, Vice Chairman Shawn Barlow made motion, seconded by Commissioner Fields and unanimously carried to table the item to the next regular scheduled meeting on July 27, 2023, due to applicant being absent.

\*\*\*\*\*

It came for discussion under new business, a Certificate of Resubdivision for the property located at 146 Richards Avenue, Tax Parcel 0712D-03-001.000, submitted by Darryl Senia, as follows:

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

Office use only  
Date Received 6/21/23  
Zoning R-1  
Agenda Date 7-13-23  
Check Number 591

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0712D-03-001.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: Richards Ave.
- IV. ADDRESS OF PROPERTY INVOLVED: 146 Richards Ave.
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of 1 lot  
Into 2 lots
- VI. REQUIRED ATTACHMENTS:
  - A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
  - B. Cash or check payable to the City of Long Beach in the amount of \$375.00
  - C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

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

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

Darryl Sewia  
Name of Rightful Owner (PRINT)

840 24th St.  
Owner's Mailing Address

Kenner La. 70062  
City State Zip

504-329-8360  
Phone

Darryl Sewia  
Signature of Rightful Owner

\_\_\_\_\_  
Name of Agent (PRINT)

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

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This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

*I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.*

NAME OF OWNER (PRINT) Jennifer Senia  
ADDRESS (STREET, CITY, STATE, ZIP CODE) 840 24th Street, Kenner, LA 70062  
PHONE # (H) N/A (C) 504-382-7772  
TAX PARCEL NUMBER(S) OWNED C7120-EB-001.000  
SIGNATURE Jennifer Senia

NAME OF OWNER (PRINT) \_\_\_\_\_  
ADDRESS (STREET, CITY, STATE, ZIP CODE) \_\_\_\_\_  
PHONE # (H) \_\_\_\_\_ (C) \_\_\_\_\_  
TAX PARCEL NUMBER(S) OWNED \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

NAME OF OWNER (PRINT) \_\_\_\_\_  
ADDRESS (STREET, CITY, STATE, ZIP CODE) \_\_\_\_\_  
PHONE # (H) \_\_\_\_\_ (C) \_\_\_\_\_  
TAX PARCEL NUMBER(S) OWNED \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

NAME OF OWNER (PRINT) \_\_\_\_\_  
ADDRESS (STREET, CITY, STATE, ZIP CODE) \_\_\_\_\_  
PHONE # (H) \_\_\_\_\_ (C) \_\_\_\_\_  
TAX PARCEL NUMBER(S) OWNED \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: \_\_\_\_\_



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SCANNED



1st JUDICIAL DISTRICT  
Instrument 2022-0019050-D-11  
Filed/Recorded 07/29/2022 10:36:01 A  
Total Fees 26.00  
5 Pages Recorded

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

Grantor:  
Oak Place, LLC  
A Mississippi limited liability company  
1124 2nd Street  
Gulfport, MS 39501  
(228) 596-1256

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

Grantees:  
Darryl Michael Senia  
Jennifer Brasfield Senia  
840 24th Street  
Kenner, LA 70062  
(504) 329-8360

File No. F2202865

INDEXING INSTRUCTIONS: Lots 21-24, Part of Lots 20 & 25, Blk 2, Richards S/D, 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, Oak Place, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto Darryl Michael Senia and Jennifer Brasfield Senia, 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 Oak Place, LLC, a Mississippi limited liability company, by instrument recorded in Instrument No. 2007 813 D-J1 and Instrument No. 2007 815 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 of Oak Place, LLC, a Mississippi limited liability company is attached hereto as Exhibit "B".

WITNESS MY SIGNATURE, on this the 22nd day of July, 2022.

Oak Place, LLC  
A Mississippi limited liability company

By: George R. Boddie, 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 George R. Boddie, the duly appointed Member of Oak Place, 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 entity, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 22nd day of July, 2022.

(AFFIX SEAL)

My commission expires:



[Signature]  
NOTARY PUBLIC

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

EXHIBIT "B"

CORPORATE RESOLUTION

In a duly called meeting of all of the Members/Shareholders of Oak Place, LLC, a Mississippi limited liability company, hereinafter the Company, it was unanimously approved by all of the Members/Shareholders, that George R. Boddie, as Member of the Company, has complete authority to execute any and all documents on behalf of the Company for the property located at 146 & 148 Richards Avenue, Long Beach, MS 39660, being more particularly described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "1".

So, approved and acknowledged this, the 27th day of July, 2022

Oak Place, LLC  
A Mississippi limited liability company

[Signature]  
By: Nathan V. Boddie, Manager

[Signature]  
By: George R. Boddie, 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 George R. Boddie, the duly appointed Member of Oak Place, 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 entity, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 27th day of July, 2022.

(AFFIX SEAL)

My commission expires:



[Signature]  
NOTARY PUBLIC

MINUTES OF JULY 13, 2023

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF APPROVAL

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

ADMINISTRATOR

PLANNING COMMISSION

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

PLANNING COMMISSION CHAIRMAN

DATE

ACCEPTANCE

Submitted to and approved by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the \_\_\_ day of \_\_\_ 20\_\_

ADOPT

ATTEST

MAYOR

CITY CLERK

CERTIFICATE OF RESUBDIVISION

I hereby certify that I am the owner of the property described heron, which property is within the subdivision regulations jurisdiction of the City of Long Beach, and that I freely adopt the plan of resubdivision.

Danyel Lewis OWNER 6-21-23 DATE

Subscribed and sworn to before me, in my presence this 21 day of June 2023 a Notary Public in and for the County of Harrison, state of Mississippi.



Sarah Jeanfreau NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey by me or actual survey under my supervision and a deed description recorded in deed instrument 2007-815-D-11 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 7 day of June 2023



Terry A. Jones REGISTERED LAND SURVEYOR # 2932 REGISTRATION NUMBER

STAMP OR SEAL

Subscribed and sworn to before me, in my presence this \_\_\_ day of \_\_\_ 20\_\_ a Notary Public in and for the County of Harrison, state of Mississippi.

NOTARY PUBLIC

MY COMMISSION EXPIRES

SEAL

TERRY A. JONES PLS #2932 PROFESSIONAL LAND SURVEYORS

SURVEYOR: TERRY A. JONES, PLS

60 TWIN LAKES ROAD WIGGINS, MISSISSIPPI 39577 (288) 424-5719

DRAWN BY: TERRY A. JONES

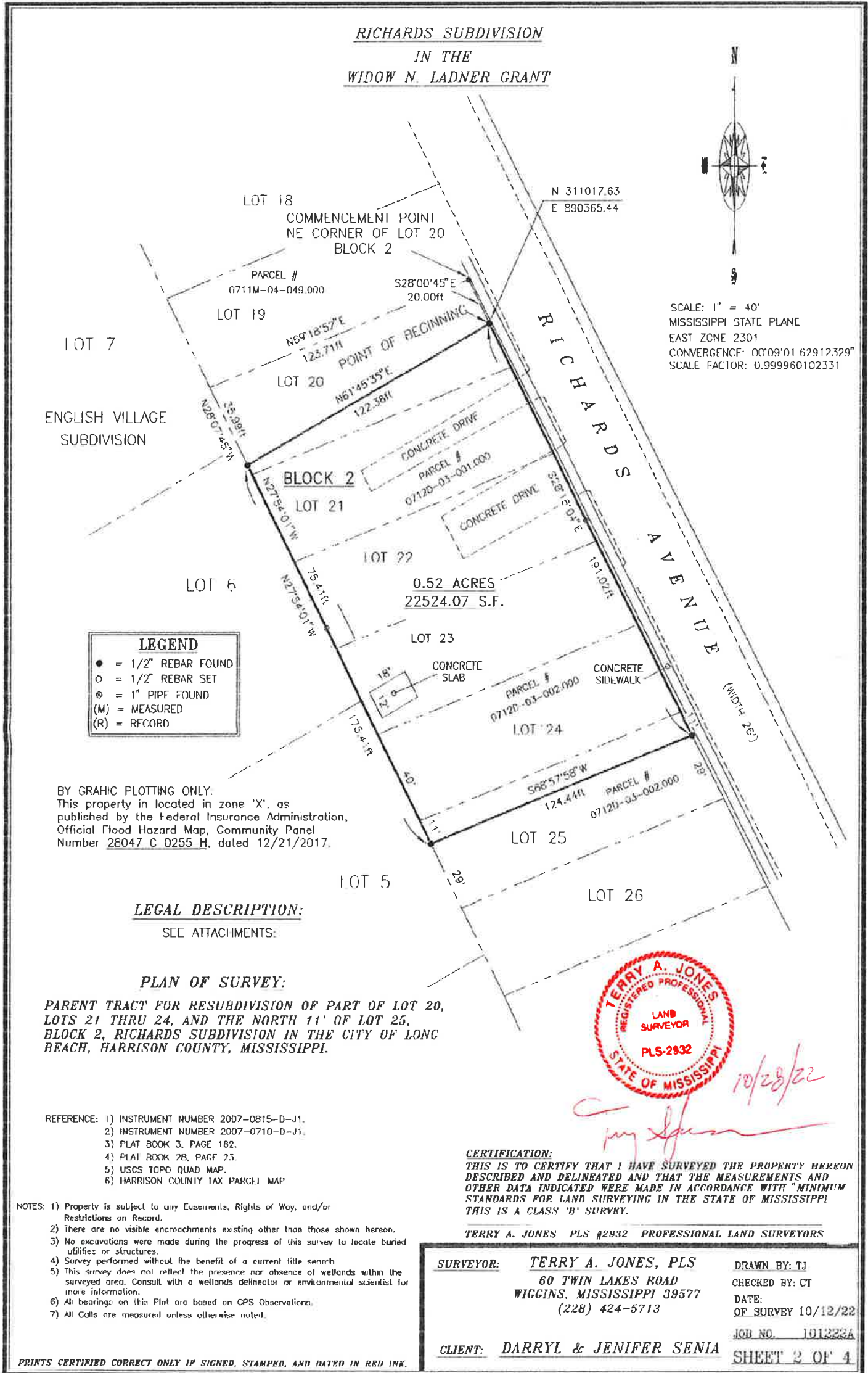
DATE: 06/13/23

JOB NO. 101222A

SHEET 1 OF 4

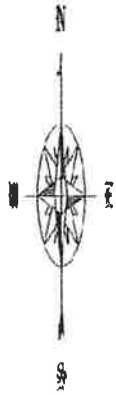
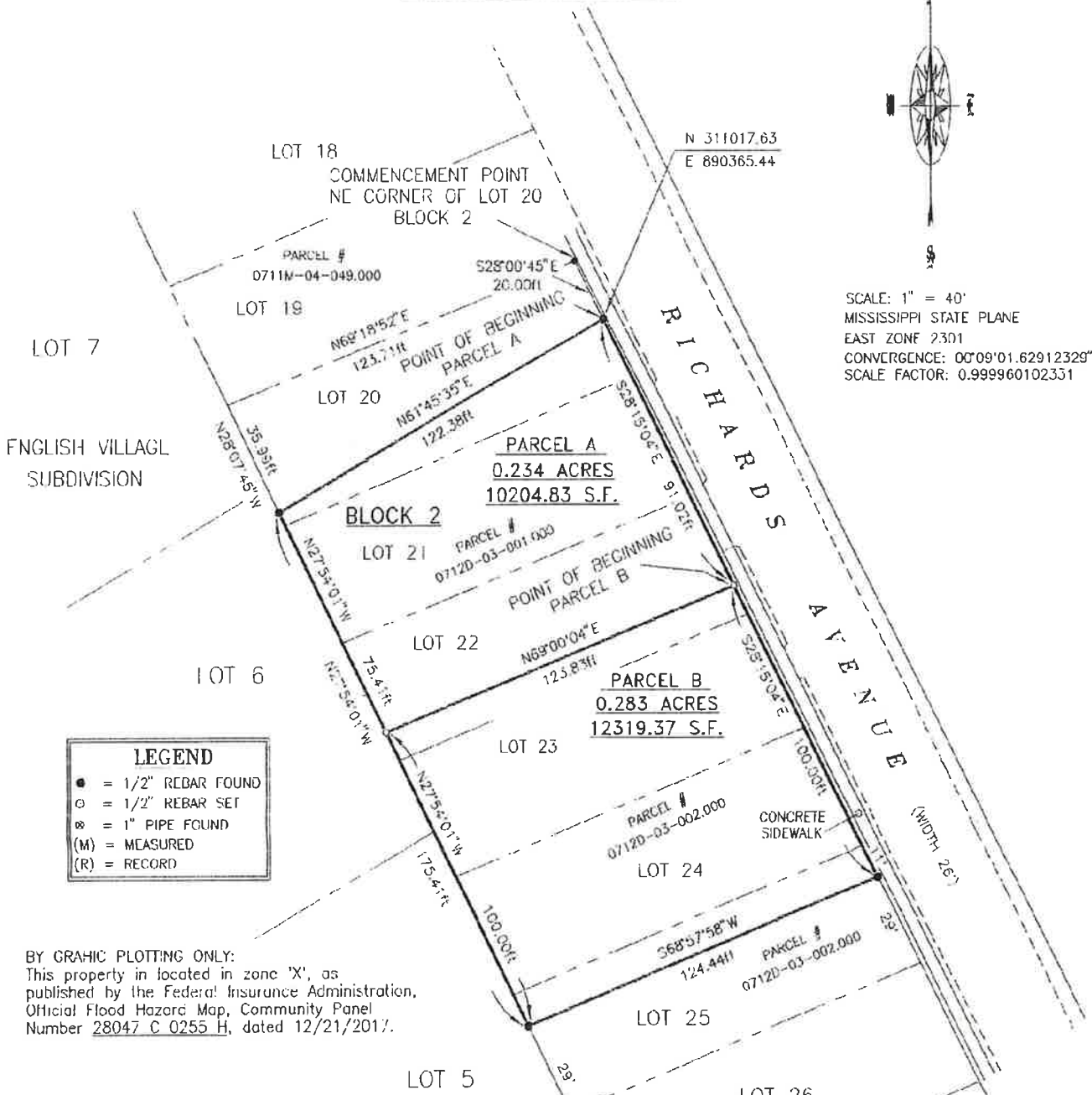
CLIENT: DARRYL & JENIFER SENIA

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

RICHARDS SUBDIVISION  
IN THE  
WIDOW N. LADNER GRANT



SCALE: 1" = 40'  
MISSISSIPPI STATE PLANE  
EAST ZONE 2301  
CONVERGENCE: 00°09'01.62912329"  
SCALE FACTOR: 0.999960102331

LEGEND	
●	= 1/2" REBAR FOUND
○	= 1/2" REBAR SET
⊗	= 1" PIPE FOUND
(M)	= MEASURED
(R)	= RECORD

BY GRAPHIC PLOTTING ONLY:  
This property is located in zone 'X', as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047 C 0255 H, dated 12/21/2017.

**LEGAL DESCRIPTIONS:**

SEE ATTACHMENTS:

**PLAN OF SURVEY:**

**SURVEY FOR RESUBDIVISION OF PART OF LOT 20, LOTS 21 THRU 24, AND THE NORTH 11' OF LOT 25, BLOCK 2, RICHARDS SUBDIVISION IN THE CITY OF LONG BEACH, HARRISON COUNTY, MISSISSIPPI.**

- REFERENCE:
- 1) INSTRUMENT NUMBER 2007-0615-D-J1.
  - 2) INSTRUMENT NUMBER 2007-0710-D-J1.
  - 3) PLAT BOOK 3, PAGE 182.
  - 4) PLAT BOOK 26, PAGE 23.
  - 5) USGS TOPO QUAD MAP.
  - 6) HARRISON COUNTY TAX PARCEL MAP.

- NOTES:
- 1) Property is subject to any Easements, Rights of Way, and/or Restrictions on Record.
  - 2) There are no visible encroachments existing other than those shown hereon.
  - 3) No excavations were made during the progress of this survey to locate buried utilities or structures.
  - 4) Survey performed without the benefit of a current title search.
  - 5) This survey does not reflect the presence nor absence of wetlands within the surveyed area. Consult with a wetlands delineator or environmental scientist for more information.
  - 6) All bearings on this Plat are based on GPS Observations.
  - 7) All Calls are measured unless otherwise noted.
  - 8) Improvements Not Shown.



*Terry A. Jones*  
10/28/22

**CERTIFICATION:**  
THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI". THIS IS A CLASS 'B' SURVEY.

TERRY A. JONES PLS #2932 PROFESSIONAL LAND SURVEYORS

<b>SURVEYOR:</b> TERRY A. JONES, PLS 60 TWIN LAKES ROAD WIGGINS, MISSISSIPPI 39577 (228) 424-5713	<b>DRAWN BY:</b> TJ <b>CHECKED BY:</b> CT <b>DATE:</b> OF SURVEY: 10/12/22 <b>JOB NO.</b> 101222A
<b>CLIENT:</b> DARRYL & JENIFER SENIA	<b>SHEET 3 OF 4</b>

PRINTS CERTIFIED CORRECT ONLY IF SIGNED, STAMPED, AND DATED IN RED INK.

MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF RESUBDIVISION

In accordance with Article 2, Section 3, of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, I do hereby certify that the Long Beach Planning Commission on Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County tax parcel # (0712D-03-001.000 and 0712D-03-002.000) into 2 new parcels. The subject property is generally described as being located in Richards Subdivision in the Widow N. Grant, City of Long Beach, Harrison County, Mississippi.

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

Lots 20, 21, 22, and 23 Block 2 Richards Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 5, Page 16.

LESS AND EXCEPT:

Beginning at the Northeast Corner of Lot 20, Block 2, Richards Subdivision, City of Long Beach, Harrison County, Mississippi;  
Thence S28°00'45"E along the west margin of Richards Avenue a distance of 20.00 feet;  
Thence S61°52'15"W a distance of 22.38 feet to the East margin of English Village Subdivision and the West margin of Richards Subdivision;  
Thence N28°07'45"W along said line a distance of 35.99 feet to the Northwest corner of said Lot 20;  
Thence N69°18'52"E a distance of 123.46 feet back to the Point of Beginning.

ALSO:

Lot 24 and 25, less the south 29 feet of said Lot 25, Block 2, Richards Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 5, Page 16.

LEGAL DESCRIPTION OF PARCEL "A" AS PER SURVEY

Commence at the Northeast Corner of Lot 20, Block 2, Richards Subdivision, City of Long Beach, Harrison County, Mississippi; 1/2" rebar found;  
Thence S28°00'45"E along the West margin of Richards Avenue a distance of 20.00 feet to the Point of Beginning, 1/2" rebar found;  
Thence from the Point of Beginning continue along the West margin of Richards Avenue S28°15'04"E a distance of 91.02 feet, 1/2" rebar set;  
Thence S69°00'04"W a distance of 123.83 feet, 1/2" rebar set;  
Thence N27°54'01"W a distance of 75.4 feet, 1/2" rebar found;  
Thence N5°45'35"E a distance of 122.38 feet back to the Point of Beginning.  
Said Parcel "A" contains 0.23 acres

LEGAL DESCRIPTION OF PARCEL "B" AS PER SURVEY

Commence at the Northeast Corner of Lot 20, Block 2, Richards Subdivision, City of Long Beach, Harrison County, Mississippi, 1/2" rebar found;  
Thence S28°00'45"E along the West margin of Richards Avenue a distance of 20.00 feet, 1/2" rebar found;  
Thence continue along the West margin of Richards Avenue S28°15'04"E a distance of 91.02 feet to the Point of Beginning, 1/2" rebar set;  
Thence from the Point of Beginning continue along the West margin of Richards Avenue S28°15'04"E a distance of 100.00 feet, 1/2" rebar found;  
Thence S68°57'55"W a distance of 124.44 feet, 1/2" rebar found;  
Thence N27°54'01"W a distance of 100.00 feet, 1/2" rebar set;  
Thence N69°30'04"E a distance of 123.83 feet back to the Point of Beginning.  
Said Parcel "B" contains 0.23 acres.



TERRY A. JONES PLS #2992 PROFESSIONAL LAND SURVEYORS  
DRAWN BY: LJ  
CHECKED BY: CT  
DATE: SURVEYED 10/18/22  
JOB NO. 101232A  
SHEET 4 OF 4  
SURVEYOR: TERRY A. JONES, PLS  
60 TWIN LAKES ROAD  
WIGGINS, MISSISSIPPI 39677  
(228) 424-5713  
CLIENT: DARRYL & JENIFER SENIA

CERTIFICATION:  
THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED WERE MADE IN ACCORDANCE WITH MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI.  
THIS IS A CLASS "B" SURVEY.

PRINTS CERTIFIED CORRECT ONLY IF SIGNED, STAMPED, AND DATED IN RED INK.

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**Tina Dahl**

**From:** Joe Culpepper <joe.culpepper@h2oinnovation.com>  
**Sent:** Monday, June 26, 2023 12:45 PM  
**To:** Tina Dahl  
**Subject:** RE: Certificate of Resubdivision, 146 Richards Avenue

I believe that there will not be a need for a special tap at this location as two sewer and water tap already exist.

**Joe Culpepper, P.E.**  
Project Manager



Trusted Utility Partners  
Office: 725-863-9440  
454 Kuller Street Long Beach, MS 39560  
P.O. Box 591 Long Beach, MS 39560  
joe.culpepper@h2oinnovation.com | www.h2oinnovation.com

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



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

June 22, 2023

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

**RE: Certificate of Subdivision – Tax Parcel No. 0712D-03-001.000**

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land situated and being located in a part of Lot 20, 21, 22, 23, 24, and 25, Richards Subdivision, located in First Judicial District of Harrison County, Mississippi, in Plat Book 5, Page 16. The submitted subdivision proposes to divide existing parcels into two new parcels. Proposed Parcel "A" will be nearly 0.234 acres in size, with approx. 91.02 feet of street frontage on Richards Ave. Proposed Parcel "B" will be nearly 0.283 acres in size, with approx. 100 feet of street frontage.

The Certificate itself has all appropriate certifications and information. If approval is granted, acceptance of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Tyler Yarbrough  
*Tyler Yarbrough*

TY:539

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

\*\*\*\*\*

It came for discussion under new business, a Certificate of Resubdivision for the property located at 601 East Beach Blvd, Tax Parcel 0612A-01-072.000, submitted by Bobby Wayne Mooney, as follows:



MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only  
Date Received 10-10-23  
Zoning R-1  
Agenda Date 7-13-23  
Check Number 297

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0612A-01-072.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: Corner of Nicholson Ave + E. Beach Blvd, Long Beach
- IV. ADDRESS OF PROPERTY INVOLVED: 601 E. Beach Blvd
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of 1 lot  
Into 2 equal lots

VI. REQUIRED ATTACHMENTS:

- A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
- B. Cash or check payable to the City of Long Beach in the amount of \$375.00
- C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

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

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

Bobby Wayne Mooney  
Name of Rightful Owner (PRINT)

\_\_\_\_\_  
Name of Agent (PRINT)

60 Wayne Lane  
Owner's Mailing Address

\_\_\_\_\_  
Agent's Mailing Address

Collins, MS 39428  
City State Zip

\_\_\_\_\_  
City State Zip

(601) 517-6581  
Phone

\_\_\_\_\_  
Phone

Bobby Wayne Mooney 6/6/23  
Signature of Rightful Owner Date

\_\_\_\_\_  
Signature of Applicant Date

MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st Judicial District  
Instrument: 2019-8604-D-31  
Filed/Recorded 10/04/2019 11:11 AM  
Total Fees \$18.00  
4 Pages Recorded

Prepared by and after recording return to:  
J. William Williams, MDN 99709  
Williams & Nichols, PA  
Post Office Box 60  
Gulfport, Mississippi 39502-0060  
Telephone No.: (228) 265-8200  
Facsimile No.: (228) 265-8050

Grantor's Name, Address and Telephone Number:  
EDDIE J. HOLT  
1003 Pino Street  
Long Beach, Mississippi 39560  
(228) 253-0994

Grantee's Name, Address and Telephone Number:  
HOLT RENTALS, LLC, a Mississippi limited liability  
company  
1003 Pino Street  
Long Beach, Mississippi 39560  
(228) 253-0994

Indexing Instructions:  
Part of Lot 19, Block 3, Cox Subdivision, S13, T8S, R12W;  
Lots 13, 14 and the Wes. 35' of Lots 11 and 12 and part of 4<sup>th</sup>  
Street vacated, all in Block 6 of MOHLER AND AVERA'S S/D  
in Section 11-8-12;  
A parcel in the SE 1/4 of SW 1/4 of S10, T8S, R12W;  
Part of Lot 1, Block 20, ORIGINAL LONG BEACH;  
all in the 1st Judicial District, Harrison County, Mississippi

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

OUTCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid,  
and other good and valuable consideration, the receipt and sufficiency of which is hereby  
acknowledged, the undersigned EDDIE J. HOLT (also known as EDDIE HOLT), (the  
"Grantor") does hereby sell, convey, and quitclaim unto HOLT RENTALS, LLC, a Mississippi  
limited liability company (the "Grantee"), the real property together with all improvements

Page 1

thereon situated in Harrison County, Mississippi, and more particularly described on Exhibit "A",  
which is hereby incorporated by reference.

THIS CONVEYANCE is made subject to all protective covenants, rights of way,  
easements, and oil, gas or mineral reservations or conveyances of record pertaining to the subject  
property.

IT IS AGREED and understood taxes for the current year are assumed by the Grantee.

WITNESS, the Grantor has caused this instrument to be executed, this the 4th day of  
October, 2019

EDDIE J. HOLT

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 October, 2019, within my jurisdiction, the within named  
EDDIE J. HOLT, who acknowledges that he executed the above and foregoing instrument.

SWORN TO AND SUBSCRIBED before me this, the 4th day of October, 2019.

NOTARY PUBLIC

My Commission Expires:  
May 29, 2021  
(SEAL)



TITLE NOT EXAMINED

Page 2

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**EXHIBIT "A"**

Legal Description

THE NORTH 100 FEET OF THE EAST 121.3 FEET OF LOT NINETEEN (19), BLOCK THREE (3), COX SUBDIVISION OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 12 WEST, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 10 AT PAGE 10 THEREOF, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

and

Lots 13 and 14 and the West 35 feet of Lots 11 and 12 and that part of 4th Street now vacated that the undersigned owns lying to the South of the above, all in Block 6 of MOHLER AND AVERA'S SUBDIVISION, in Harrison County, Section 11, Township 8 South, Range 12 West, Harrison County, Mississippi, as per the Official Map or Plat now on file in the Office of the Chancery Clerk of Harrison County, Mississippi, including all improvements situated thereon. Commencing at the Northeast corner of Lot 11, Block 6, MOHLER & AVERA'S SUBDIVISION and run East: 35 feet to the center line of Central Avenue as shown on the Map or Plat of said subdivision; run thence South 25 feet to a point of beginning; thence South 25 feet; thence West along the South line of Lot 11 to a point that is 35 feet East of the Southwest corner of Lot 11; thence North 25 feet; thence East and parallel with the South line of Lot 11, 245 feet to the point of beginning; all shown in Quit Claim recorded in Record of Deeds Book 688 at Page 60. LESS AND EXCEPT that certain strip of land 100 feet in width, being 50 feet on each side of the center line which strip of land was conveyed to the Mississippi Power Company for easement purposes.

and

A parcel of land located and being situated in the Southeast one-fourth of the Southwest one-fourth of Section 10, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at the Southwest corner of the Southeast one-fourth of the Southwest one-fourth of Section 10, Township 8 South, Range 12 West and thence run North 185 feet to the North right of way of Pino St for the Point of Beginning; thence from said point of beginning, run South 89 degrees 42 minutes 40 seconds East along the North right of way, of Pino St a distance of 100.00 feet to a point; thence run North 00 degrees 24 minutes 23 seconds East a distance of 145.50 feet more or less, to a point; thence run North 89 degrees 33 minutes 11 seconds West a distance of 100.15 feet to a point, thence run South 00 degrees 20 minutes 44 seconds West a distance of 145.78 feet, more or less, to the point of beginning. Said parcel contains 14,575 square feet, more or less.

and

Page 3

A parcel of land situated and being located in a part of Lot 1, Block 20, ORIGINAL LONG BEACH, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Beginning at the intersection of the northerly margin of Beach Boulevard/U.S. Highway 90 with the easterly margin of Nicholson Avenue; thence run from said Point of Beginning, North 28 degrees 00 minutes 00 seconds West 185.83 feet along the easterly margin of Nicholson Avenue; thence run North 46 degrees 54 minutes 13 seconds East 82.39 feet; thence run South 27 degrees 46 minutes 27 seconds East 198.13 feet to the northerly margin of Beach Boulevard/U.S. Highway 90; thence run South 55 degrees 21 minutes 49 seconds West 79.29 feet along the northerly margin of Beach Boulevard/U.S. Highway 90 to the Point of Beginning. All as shown on the survey dated May 5, 2010 by Cassidy & Associates, Inc. a copy being attached hereto and made a part hereof.

The above described property being the same property conveyed to William T. Paradise and Deborah Jo Paradise by Frederick T. Hoff, Jr., by Quitclaim Deed dated October 19, 1992, and filed of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Deed Book 1164 at Pages 333-335;

LESS AND EXCEPT THEREFROM, that portion conveyed in that certain Warranty Deed dated November 10, 1992, by William T. Paradise and wife, Deborah Jo Paradise to the City of Long Beach, Mississippi, as filed of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Deed Book 1228 at pages 546-548 thereof.

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MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**RESUBDIVISION PLAT**  
OF  
**PART OF LOT 1, BLOCK 20  
ORIGINAL LONG BEACH**  
INTO  
**PARCEL ONE & PARCEL TWO**  
TAX PARCEL #0612A-01-072.000  
MUNICIPAL: #601 EAST BEACH BOULEVARD  
CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI

**T 8 S - R 12 W**  
**SECTION 13**

**EAST BEACH BOULEVARD / U. S. HIGHWAY 90**  
PUBLIC R.O.W. VARIES / ASPHALT ROADWAY

**NICHOLSON AVENUE**  
40' PUBLIC R.O.W. / ASPHALT ROADWAY

**REFERENCE MAPS:**  
A) Survey of adjacent property prepared by J. Michael Cassidy on May 5, 2010.  
B) Survey of subject parcel to east prepared by J. Michael Cassidy on September 23, 2014.

**REFERENCE BEARINGS:**  
The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGC-RTN System accessed on May 22, 2023.  
(\*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

**FEMA FLOOD ZONE AND HAZARDS:**  
This lot is located in Flood Zone "VE" (22) Area of per FEMA Map Community Panel Number 28047003576 for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

Tax Parcel #0612A-01-068.000  
Owner: Randy Ashworth & Tammy Reasons  
(Not A Part)  
S 27°33'23" E - 198.13' (Actual)  
S 27°46'27" E - 193.15' (Record)  
N 27°33'23" W - 195.83'  
Proposed 15' Utility Easement

**Tax Parcel #0612A-01-072.000**  
**15,208± Sq. Ft.**  
**or 0.349± Acres**  
**(Vacant)**

Central Point #1  
Magnetic Nct Set  
N: 398753.60  
E: 100744.00  
Scale Factor: 0.99994499  
Curve Radius: 18.07'

**NOTES:**

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

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

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

Wayne M. Vice, Jr., P.S.  
This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

**PS-32711**  
**STATE OF MISSISSIPPI**  
**REGISTERED LAND SURVEYOR**

**LEGEND**

○ FOUND PROPERTY MARKER (AS NOTED)

● SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)

**SCALE: 1" = 20'**  
**SCALE IN FEET**

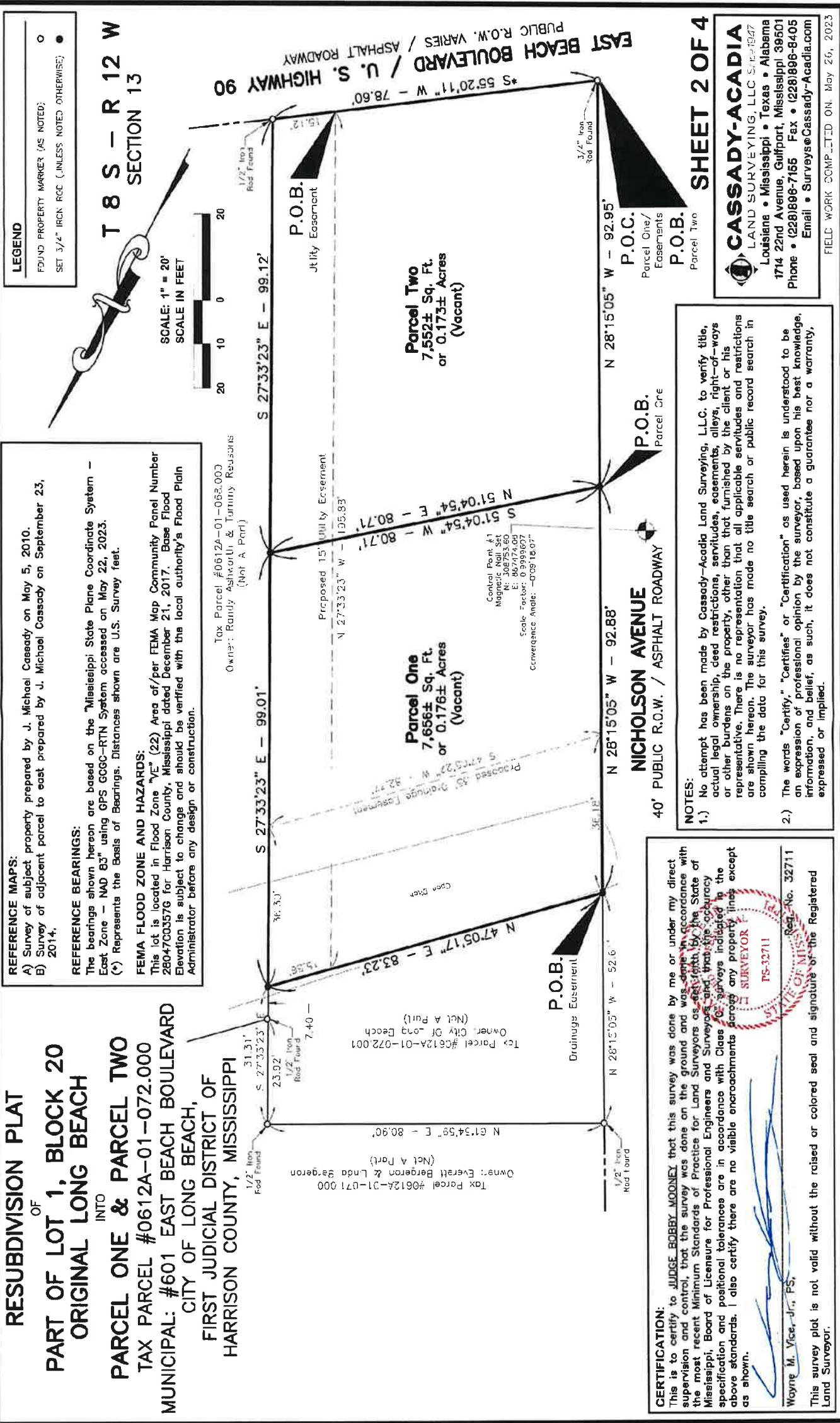
**CASSADY-ACADIA**  
LAND SURVEYING, LLC  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)888-7155 Fax • (228)888-8405  
Email • Survey@cassady-acadia.com

**SHEET 1 OF 4**

FIELD WCPK ( ) ON May 26, 2023  
C.A.S. FILE: 23-02-23E.dwg P.L.D. BOOK: 2 - PG. 4

MINUTES OF JULY 13, 2023  
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**CERTIFICATE OF RESUBDIVISION**

In accordance with Article II, Section 3 of the Code of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel number 0612A-01-072.000 into two new parcels. The subject properties are generally described as being located east and adjacent to Nicholson Avenue and north and adjacent to East Beach Boulevard / U. S. Highway 90.

**LEGAL DESCRIPTION OF LAND PRIOR TO THIS**

**RESUBDIVISION:**

**PARCEL NO. 0612A-01-072.000  
INSTRUMENT NO. 2019-8604-D-J1**

A parcel of land situated and being located in a part of Lot 1, Block 20, ORIGINAL LONG BEACH, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Beginning at the intersection of the northerly margin of Beach Boulevard/U.S. Highway 90 with the easterly margin of Nicholson Avenue; thence run from said Point of Beginning, North 28 degrees 00 minutes 00 seconds West 185.83 feet along the easterly margin of Nicholson Avenue; thence run North 46 degrees 54 minutes 13 seconds East 82.39 feet; thence run South 27 degrees 45 minutes 27 seconds East 198.13 feet to the northerly margin of Beach Boulevard/U.S. Highway 90; thence run South 55 degrees 21 minutes 49 seconds West 79.29 feet along the northerly margin of Beach Boulevard/U. S. Highway 90 to the Point of Beginning. All as shown on the survey dated May 5, 2010 by Cassidy & Associates, Inc. a copy being attached hereto and made a part hereof.

**RESUBDIVISION PLAT**

**OF  
PART OF LOT 1, BLOCK 20  
ORIGINAL LONG BEACH**

INTO

**PARCEL ONE & PARCEL TWO  
TAX PARCEL #0612A-01-072.000**

**MUNICIPAL: #601 EAST BEACH BOULEVARD  
CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI**

**LEGAL DESCRIPTIONS OF THE (2) NEW PARCELS READ AS FOLLOWS:**

**LEGAL DESCRIPTION OF PARCEL ONE:**

A parcel of land situated and being located in a part of Lot 1, Block 20, ORIGINAL LONG BEACH, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

COMMENCING at a 3/4-inch iron rod at the intersection of the northerly margin of East Beach Boulevard / U. S. Highway 90 with the easterly margin of Nicholson Avenue; thence run North 28 degrees 15 minutes 05 seconds West along the easterly margin of Nicholson Avenue a distance of 92.95 feet to a 3/4-inch iron rod and the POINT OF BEGINNING of the parcel herein described:

thence continue from said POINT OF BEGINNING, North 28 degrees 15 minutes 05 seconds West along the easterly margin of Nicholson Avenue a distance of 92.88 feet to a 3/4-inch iron rod; thence run North 47 degrees 05 minutes 17 seconds East a distance of 83.23 feet to a 3/4-inch iron rod; thence run South 27 degrees 33 minutes 23 seconds East a distance of 99.01 feet to a 3/4-inch iron rod; thence run South 51 degrees 04 minutes 54 seconds West a distance of 80.71 feet to the POINT OF BEGINNING.

Said parcel contains 0.176 acres, more or less.

**LEGAL DESCRIPTION OF PARCEL TWO:**

A parcel of land situated and being located in a part of Lot 1, Block 20, ORIGINAL LONG BEACH, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

BEGINNING at a 3/4-inch iron rod at the intersection of the northerly margin of East Beach Boulevard / U. S. Highway 90 with the easterly margin of Nicholson Avenue; thence run from said Point of Beginning, North 28 degrees 15 minutes 05 seconds West along the easterly margin of Nicholson Avenue a distance of 92.95 feet to a 3/4-inch iron rod; thence run North 51 degrees 04 minutes 54 seconds East a distance of 80.71 feet to a 3/4-inch iron rod; thence run South 27 degrees 33 minutes 23 seconds East a distance of 99.12 feet to a 1/2-inch iron rod on the northerly margin of East Beach Boulevard / U. S. Highway 90; thence run South 55 degrees 20 minutes 11 seconds West along the northerly margin of East Beach Boulevard / U. S. Highway 90 a distance of 78.60 feet to the POINT OF BEGINNING.

Said parcel contains 0.173 acres, more or less.

**LEGAL DESCRIPTION OF PROPOSED 35 FOOT DRAINAGE EASEMENT:**

A parcel of land situated and being located in a part of Lot 1, Block 20, ORIGINAL LONG BEACH, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

COMMENCING at a 3/4-inch iron rod at the intersection of the northerly margin of East Beach Boulevard / U. S. Highway 90 with the easterly margin of Nicholson Avenue; thence run North 28 degrees 15 minutes 05 seconds West along the easterly margin of Nicholson Avenue a distance of 185.83 feet to a 3/4-inch iron rod and the POINT OF BEGINNING;

Thence departing the easterly margin of Nicholson Avenue run from said POINT OF BEGINNING North 47 degrees 05 minutes 17 seconds East a distance of 83.23 feet to a 3/4-inch iron rod; thence run South 27 degrees 33 minutes 23 seconds East a distance of 36.30 feet; thence run South 47 degrees 05 minutes 22 seconds a distance of 82.77 feet to a point on the easterly margin of Nicholson Avenue; thence run North 28 degrees 15 minutes 05 seconds West a distance of 36.18 feet to the POINT OF BEGINNING.

Said parcel contains 0.087 acres, more or less.

**LEGAL DESCRIPTION OF PROPOSED 15 FOOT UTILITY EASEMENT:**


A parcel of land situated and being located in a part of Lot 1, Block 20, ORIGINAL LONG BEACH, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

COMMENCING at a 3/4-inch iron rod at the intersection of the northerly margin of East Beach Boulevard / U. S. Highway 90 with the easterly margin of Nicholson Avenue; thence run North 55 degrees 20 minutes 11 seconds East along the northerly margin of East Beach Boulevard / U. S. Highway 90 a distance of 63.48 feet to the POINT OF BEGINNING;

Thence departing the northerly margin of East Beach Boulevard / U. S. Highway 90, continue from said POINT OF BEGINNING North 27 degrees 33 minutes 23 seconds West a distance of 195.88 feet; thence run North 47 degrees 05 minutes 17 seconds East a distance of 15.56 feet to a 3/4-inch iron rod; thence run South 27 degrees 33 minutes 23 seconds East a distance of 198.13 feet to a 1/2-inch iron rod on the northerly margin of East Beach Boulevard / U. S. Highway 90; thence run South 55 degrees 20 minutes 11 seconds West along the northerly margin of East Beach Boulevard / U. S. Highway 90 a distance of 15.12 feet to the POINT OF BEGINNING.

Said parcel contains 0.087 acres, more or less.

**SHEET 3 OF 4**



**CASSADY-ACADIA**  
LAND SURVEYING, LLC  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)896-7165 Fax • (228)896-8405  
Email • SurveyseCassady-Acadia.com

FIELD WORK  
ON: May 26, 2023

MINUTES OF JULY 13, 2023  
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF APPROVAL:

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

Administrator \_\_\_\_\_ Date: \_\_\_\_\_

PLANNING COMMISSION:

Submitted to and approved by the City of Long Beach Planning Commission at the regularly scheduled meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Planning Commission Chairman \_\_\_\_\_

APPROVAL:

Submitted to and accepted by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

ADOPT:

City Clerk \_\_\_\_\_ Mayor \_\_\_\_\_

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

CERTIFICATE OF OWNERSHIP:

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

Bobby Mooney  
Judge Bobby Mooney, Owner  
Date: 06/01/2023

Subscribed and sworn to before me, in my presence this 6 day of JUNE, 2023, a Notary Public in and for the County of HARRISON, State of MISSISSIPPI

Emiley Walker  
NOTARY PUBLIC

My Commission Expires: MARCH 18, 2024

CERTIFICATE OF SURVEY AND ACCURACY:

I hereby certify that this map drawn by me or drawn under my supervision and was prepared in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 2<sup>nd</sup> day of JUNE, 2023.

Wayne M. Vice, Jr.  
Registration No. 32711

Subscribed and sworn to before me, in my presence this 6<sup>th</sup> day of JUNE, 2023, a Notary Public in and for the County of HARRISON, State of MISSISSIPPI.

Langford & Sons  
NOTARY PUBLIC ID No. 2684  
Commission Expires 2/024  
HARRISON COUNTY, MISSISSIPPI



RESUBDIVISION PLAT  
OF  
PART OF LOT 1, BLOCK 20  
ORIGINAL LONG BEACH  
INTO  
PARCEL ONE & PARCEL TWO  
TAX PARCEL #0612A-01-072.000  
MUNICIPAL: #601 EAST BEACH BOULEVARD  
CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI

SHEET 4 OF 4

**CASSADY-ACADIA**  
LAND SURVEYING, LLC Since 1947  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)896-7155 Fax • (228)896-8406  
Email • Survey@cassady-acadia.com

FIELD WORK COMPLETED ON: May 25, 2023

**MINUTES OF JULY 13, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

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

June 7, 2023

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

**RE: Certificate of Subdivision – Tax Parcel No. 0612A-01-072.000**

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land situated and being located in a part of Lot 1, Block 20, Original Long Beach. The submitted subdivision proposes to divide an existing parcel into two new parcels. Proposed Lot "One" will be nearly 0.18 acres in size, with approx. 93 feet of street frontage on S. Nicholson Av. Proposed Lot "Two" will be nearly 0.17 acres in size, with approx. 93 feet of street frontage.

The Certificate itself has all appropriate certifications and information. If approval is granted, acceptance of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Billy Swort, E.I.

BS:539



**MINUTES OF JULY 13, 2023  
REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**Tina Dahl**

---

**From:** David Ball <david@overstreeteng.com>  
**Sent:** Thursday, July 13, 2023 2:46 PM  
**To:** tina@cityoflongbeachms.com  
**Cc:** Joe Culpepper - UP (joe.culpepper@h2oinnovation.com); Tyler Yarbrough  
**Subject:** RE: Emailing: From Tina for tonight's meeting

Tina,

I know we're a bit late in the game here regarding the Cert. of Subdivision for 0612A-01-072.000, but I think there may need to be some tweaks to the subdivision to appropriately serve the City's interests, especially Public Works. They are summarized below:

1. The "proposed 15' utility easement" should be labeled as "(Private for Parcel One)" or similar.
2. The "proposed 35' drainage easement" should be modified to "proposed 35' utility easement". Additionally, it should be labeled "(For the Public)" or similar.

If these are acceptable revisions, perhaps the subdivision could be approved contingent upon those changes being made?

Again, I apologize for the late notice on this...

Thanks,  
DB

---

**From:** Joe Culpepper <joe.culpepper@h2oinnovation.com>  
**Sent:** Tuesday, July 11, 2023 2:33 PM  
**To:** Tina Dahl; 'David Ball'; 'Billy Swort'  
**Cc:** jan@cityoflongbeachms.com; sbowes@cityoflongbeachms.com; jamie@cityoflongbeachms.com  
**Subject:** RE: Certificate of Resubdivision, 601 East Beach Blvd  
**Attachments:** Special Tap Fee 601 East Beach Blvd.pdf

After speaking with Mr. Mooney we have come up with a new more cost effective plan to service these proposed Parcels. This new plan will require a 15' utility easement along the east side of the proposed Parcel Two dedicated to Parcel One. Parcel One will still need a 35' utility easement along the north property line dedicated to City. Also this new plan may require Parcel One to have a grinder system.

**Joe Culpepper, P.E.**  
Project Manager



Trusted Utility Partners

Office # (228) 863-0440  
 404 Kohler Street Long Beach, MS 39560  
 P.O. Box 591 Long Beach, MS 39560  
[joe.culpepper@h2oinnovation.com](mailto:joe.culpepper@h2oinnovation.com) | [www.h2oinnovation.com](http://www.h2oinnovation.com)

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Special Tap Fee: 601 East Beach Blvd.				
Date: 07-11-23				
** SEWER AND WATER TAP				
<b>MATERIALS:</b>				
QTY.		ITEM	PRICE	TOTAL
1	EA	1" T wye	\$90.00	\$90.00
2	EA	1" male x CTS Adapter	\$25.23	\$50.46
20	FT	1" Roll Tube	\$2.15	\$43.00
1	EA	2"X1" Tap Saddles	\$30.00	\$30.00
2	EA	1" Corp Stop	\$58.84	\$117.68
2	EA	1" Curb Stop	\$68.25	\$136.50
1	EA	1"x1" wye	\$75.00	\$75.00
20	FT	1" Roll Tube	\$0.65	\$13.00
2	EA	Meter Box	\$93.00	\$186.00
2	EA	6" SDR 26 T WYE	\$116.68	\$233.36
2	EA	6" SDR 26 CAP	\$95.00	\$56.13
28	FT	6" SDR 26 PIPE	\$9.18	\$257.04
<b>TOTAL MATERIAL COST</b>				<b>\$1,288.17</b>
<b>EQUIPMENT:</b>				
QTY.		ITEM	PRICE	TOTAL
8	HRS	161-TRACK HOE	\$45.00	\$360.00
8	HRS	DUMP TRUCK/ Trailer	\$50.00	\$400.00
8	HRS	CREW TRUCK	\$15.00	\$120.00
<b>TOTAL EQUIPMENT COST</b>				<b>\$880.00</b>
<b>LABOR:</b>				
LABOR				<b>TOTAL</b>
				\$1,098.08
<b>TOTAL LABOR COST</b>				<b>\$1,098.08</b>
<b>FUEL:</b>				
				<b>TOTAL</b>
<b>TOTAL MATERIAL COST</b>				\$1,288.17
<b>TOTAL EQUIPMENT COST</b>				\$880.00
<b>TOTAL LABOR COST</b>				\$1,098.08
<b>TOTAL</b>				<b>\$3,266.25</b>
<b>15% FUEL COST</b>				<b>\$489.94</b>
<b>PLEASE REMIT MATERIAL AND EQUIPMENT COST TO:</b>				<b><u>\$2,168.17</u></b>
City of Long Beach				
P.O. Box 591				
Long Beach, MS 39560				
<b>PLEASE REMIT LABOR &amp; FUEL COST TO:</b>				<b><u>\$1,588.01</u></b>
H2O Innovation				
P.O. Box 591				
Long Beach, MS 39560				
<b>TOTAL WATER TAP FEE COST</b>				<b>\$3,756.18</b>
<b>** THIS QUOTE REQUIRES A 15' EASEMENT ALONG EAST SIDE OF PROPOSED PARCEL TWO AND MAY REQUIRE A GRINDER SYSTEM ON THE PROPOSED PARCEL ONE.</b>				

After considerable discussion and upon recommendation of a City Engineer, Vice Chairman Barlow made motion, seconded by Commissioner Fields and unanimously carried recommending to approve the application contingent upon satisfying all requirements provided by the City Engineer.

\*\*\*\*\*

It came for discussion under new business, a Certificate of Resubdivision for the property located at Lot 2 and Lot 3 of Penny Lane, Tax Parcel 0512B-01-031.000, submitted by Barri C. Van Coulter, Trust, as follows:

MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only	
Date Received	6-13-22
Zoning	R-1
Agenda Date	7-13-22
Check Number	6211

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION

II. ADVALOREM TAX PARCEL NUMBER(S): 0512B-01-031.000

III. GENERAL LOCATION OF PROPERTY INVOLVED: Lots #2 & #3 Penny Lane, Long Beach

IV. ADDRESS OF PROPERTY INVOLVED: Lots #2 and #3 Penny Lane, Long Beach

V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of Lots # 2 and #3 Penny Lane  
into Separate Lot #2 and #3 each into individual parcels.

VI. REQUIRED ATTACHMENTS:

- A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
- B. Cash or check payable to the City of Long Beach in the amount of \$375.00
- C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

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

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

Barri C. Van Coulter Trust  
Name of Rightful Owner (PRINT)

PO Box 282  
Owner's Mailing Address

Crystal Beach, FL. 34681  
City State Zip

(727) 243-8646  
Phone

DocuSigned by:  
Barri Van Coulter 4/17/2023  
Signature of Rightful Owner Date

Name of Agent (PRINT)

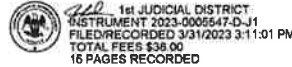
Agent's Mailing Address

City State Zip

Phone

DocuSigned by:  
Barri Van Coulter 4/17/2023  
Signature of Applicant Date

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Page 1 of 4

Prepared by and return to:  
Kaleel "Teal" Salloum, Jr.  
Salloum Law Firm, PLLC  
Post Office Box 1717  
Gulfport, Mississippi 39502  
Tel: (228) 863-6727

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

Indexing Instructions: Section 15, Township 08 South, Range 12 West, Lots 2-3 The Oaks Subdivision, Harrison County, MS

**WARRANTY DEED, AMENDMENT TO MEMORANDUM OF TRUST  
AND MEMORANDUM OF TRUST**

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

BARRI C. VAN COULTER, AS TRUSTEE OF THE PATRICIA H. NEWCOMB REVOCABLE TRUST, UNDER TRUST AGREEMENT DATED APRIL 24, 2018, GRANTOR  
POST OFFICE BOX 282  
CRYSTAL BEACH, FLORIDA 34681  
(727) 243-8646

do hereby sell, convey and warrant unto:

BARRI C. VAN COULTER, AS TRUSTEE OF THE BARRI C. VAN COULTER TRUST UNDER ARTICLE EIGHT OF THE PATRICIA H. NEWCOMB REVOCABLE TRUST,  
DATED APRIL 24, 2018, GRANTEE  
POST OFFICE BOX 282  
CRYSTAL BEACH, FLORIDA 34681  
(727) 243-8646

Page 2 of 4

to be held and administered as a part of such trust, the following described land and property, lying and being situated in Harrison County, Mississippi, to wit:

Lots 2 and 3 of the Oaks Subdivision, located in Section 15, Township 8 South, Range 12 West, Harrison County, Mississippi, as per 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, recorded in Plat Book 33, at Page 6.

Taxes for the current year are assumed by the Grantee.

**Amendment to Memorandum of Trust**

This Amendment to Memorandum of Trust amends that Memorandum of Trust previously recorded as Instrument No. 20181131 in the land records of Marion County Chancery Court, Mississippi, relating to the Patricia H. Newcomb Revocable Trust under Trust Agreement dated April 24, 2008 (the "Revocable Trust").

As a result of the death of Patricia H. Newcomb, the street and mailing address of the office, and the name and street and mailing address and telephone number of the trustee of the Trust is hereby amended to reflect the successor trustee of the Revocable Trust as follows:

Barri C. Van Coulter  
Post Office Box 282  
Crystal Beach, Florida 34681  
(727) 243-8646

**Memorandum of Trust**

The name of the trust to which the property described above is conveyed is the Barri C. Van Coulter Trust under Article Eight of the Patricia H. Newcomb Revocable Trust under trust agreement dated April 24, 2018 (hereinafter referred to as "Barri's Trust").

The street and mailing address of the office, and the name and street and mailing address and telephone number of the trustees of the Trust are as follows:

Barri Van Coulter  
Post Office Box 282  
Crystal Beach, Florida 34681  
(727) 243-8646

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Page 3 of 4

The name and street and mailing address and telephone number of the Grantor of the Trust is as follows:

Patricia H. Newcomb, deceased

The interest in real property herein conveyed to the Trust is that interest described hereinabove and incorporated in this Memorandum of Trust by reference.

It is anticipated that the Trust will terminate upon the first to occur of the following: (i) expiration of the term allowed for the trust under the Rule against Perpetuities, and (ii) distribution of all of the trust assets in accordance with the terms of the Trust Agreement creating the Trust.

The general powers of the trustee of the Trust are those as described in Exhibit "A" attached hereto and incorporated herein by reference.

[Signature page to follow.]

Page 4 of 4

WITNESS MY SIGNATURE, this the 30th day of March, 2023.

Barri C. Van Coulter  
Barri C. Van Coulter, Trustee, Grantor

STATE OF FLORIDA MS  
COUNTY OF Harrison

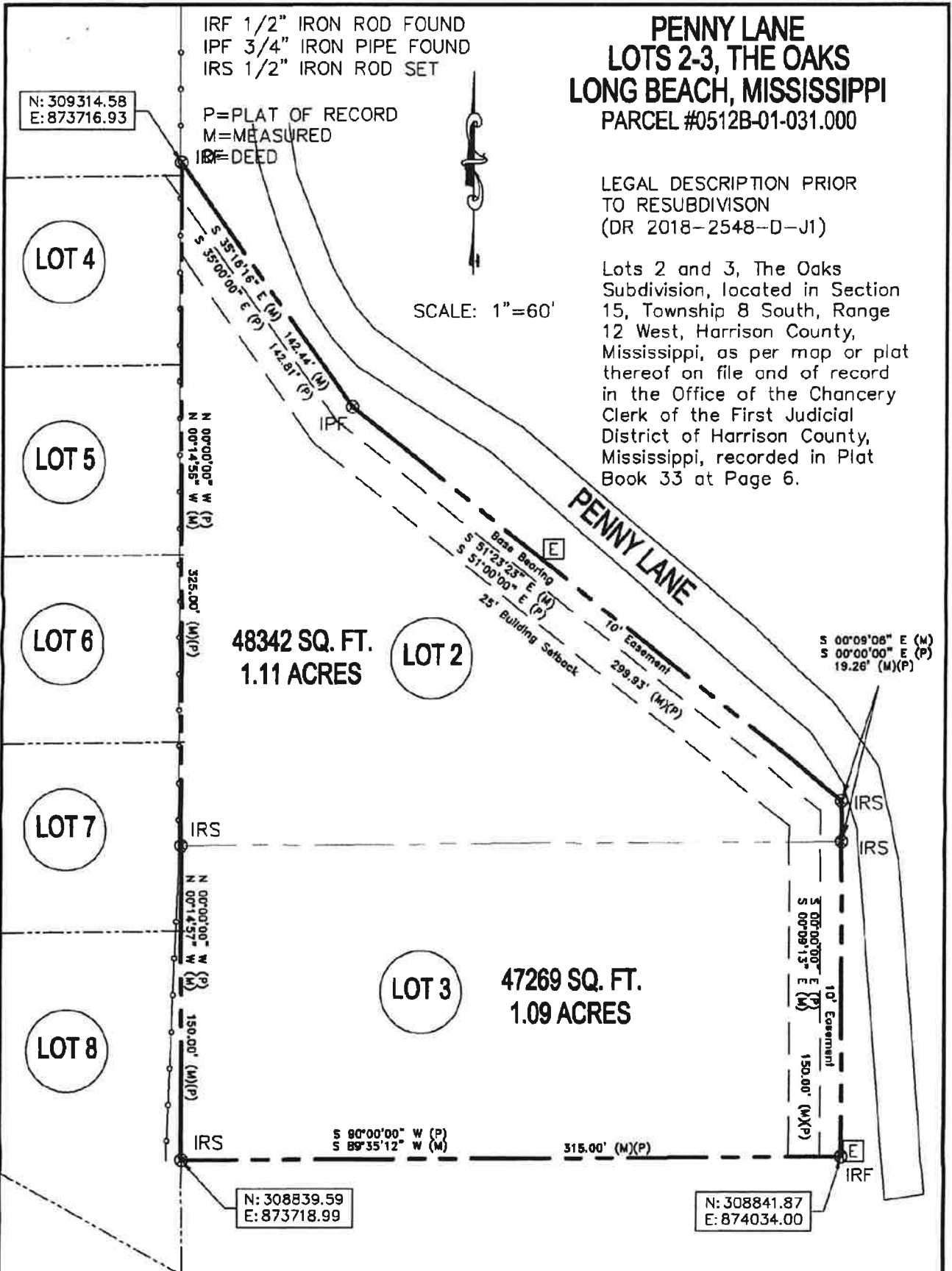
Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of MARCH, 2023, within my jurisdiction, the within named Barri C. Van Coulter, who acknowledged that she is the Trustee of the Patricia H. Newman Revocable Trust and that in said representative capacity she executed and delivered the above and foregoing instrument.



Charlotte Toudard  
NOTARY PUBLIC

TITLE NOT EXAMINED

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



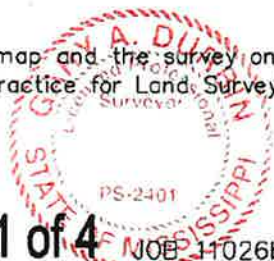
This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

Bearings based on GPS Observation of the west margin of Penny Lane, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zones "X" and "AE-20" per FEMA Flood Insurance Rate Map, City of Long Beach, Harrison County, Mississippi, Community Panel Number 28047C-0356-G, Revised: 6/16/09.

This is to CERTIFY that this plat or map and the survey on which it is based were made in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi".

Gary A. Durbin, P.L.S. 2401  
Class "B" Survey  
September 29, 2022  
Revised: April 28, 2023



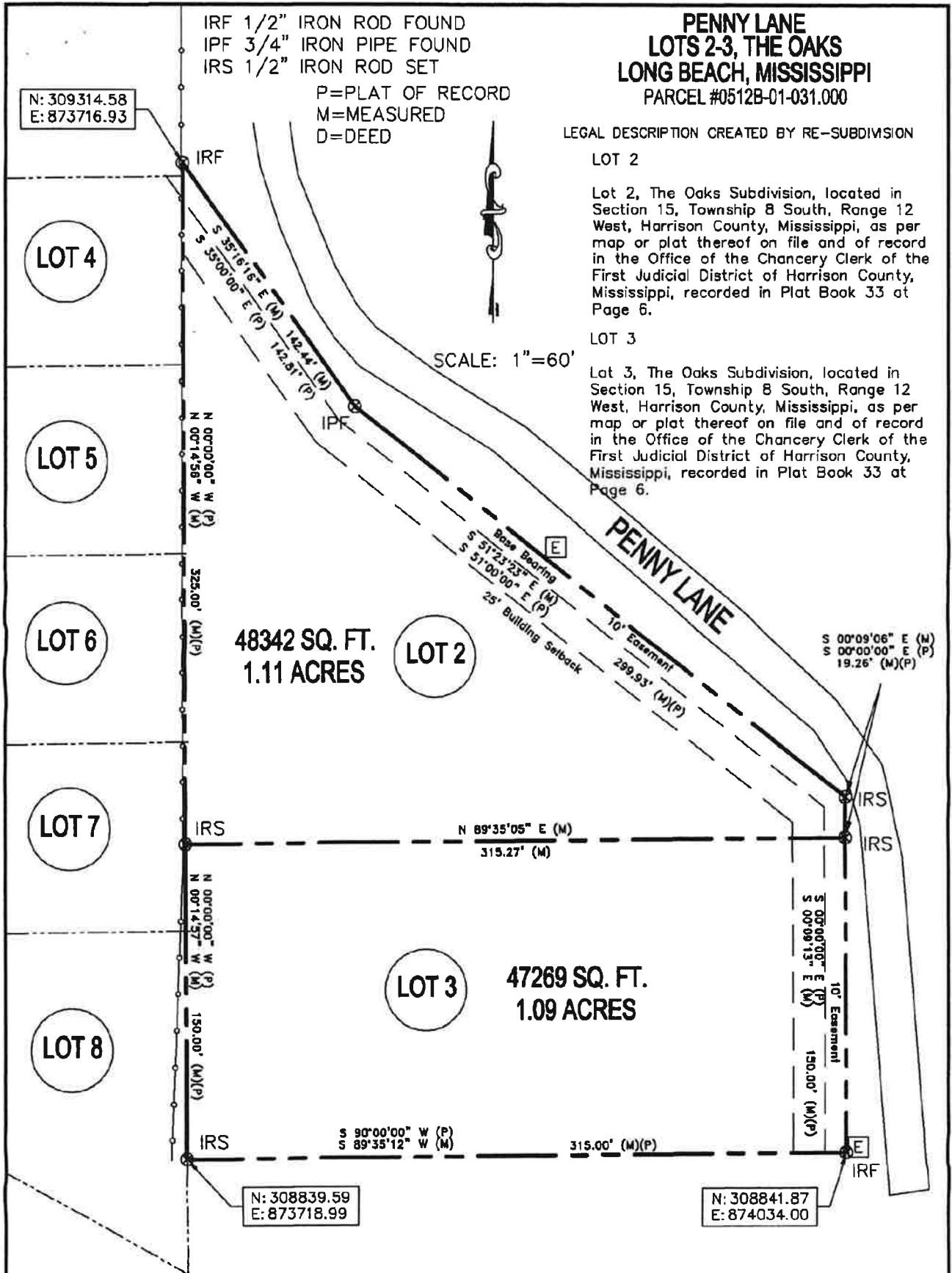
Sheet 1 of 4

**GARY A. DURBIN, P.L.S.  
PROFESSIONAL LAND SURVEYOR**  
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540  
PH. (228) 365-3632 Teelakgd@aol.com

MINUTES OF JULY 13, 2023

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



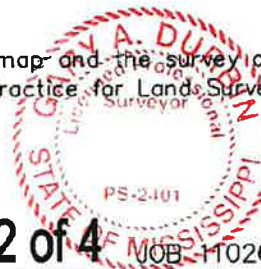
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Gary A. Durbin, P.L.S. 2401  
Class "B" Survey  
September 29, 2022  
Revised: April 28, 2023



Sheet 2 of 4 MOB-11026b

GARY A. DURBIN, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540  
PH. (228) 365-3632 Teelokgd@aol.com

MINUTES OF JULY 13, 2023  
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**CERTIFICATE OF APPROVAL**

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

ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

**PLANNING COMMISSION**

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

PLANNING COMMISSION CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

**ACCEPTANCE**

Submitted to and Approved by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ADOPT \_\_\_\_\_ ATTEST \_\_\_\_\_

MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_

Sheet 3 of 4

PENNY LANE  
LOTS 2-3, THE OAKS  
LONG BEACH, MISSISSIPPI  
PARCEL #0512B-01-031.000

GARY A. DURBIN, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540  
PH. (228) 365-3632 [Trabackg@aol.com](mailto:Trabackg@aol.com)

JOB 110266

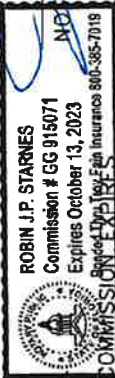
**CERTIFICATE OF OWNERSHIP**

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

*B.C. Van Coultter*  
OWNER: BARRI C VAN COULTER

*May 18, 2023*  
DATE

Subscribed and sworn to before me, in my presence this 18<sup>th</sup> day of May 2023, a Notary Public in and for the County of Harrison, State of Mississippi.  
*Prineas Florida*

  
ROBIN J.P. STARNES  
Commission # GG 915071  
Expires October 13, 2023  
NOTARY PUBLIC

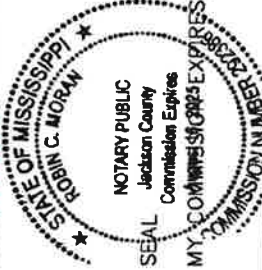
SEALED BY \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF SURVEY AND ACCURACY**

I hereby certify that this map drawn by me or drawn under my supervision form an actual survey made by me or under my supervision and a deed description recorded in Book 254 Page 254 in accordance with the applicable codes and ordinances. Witness my original signature, registration number and seal this the 18 day of MAY 2023.

*Gary A. Durbin*  
GARY A. DURBIN, P.L.S. 2401

Subscribed and sworn to before me, in my presence this 18 day of May 2023, a Notary Public in and for the County of Harrison, State of Mississippi.

  
ROBIN C. MORAN  
NOTARY PUBLIC  
Jackson County  
Commission Expires \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

*Robin C. Moran*  
NOTARY PUBLIC



LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**PENNY LANE  
LOTS 2-3, THE OAKS  
LONG BEACH, MISSISSIPPI  
PARCEL #0512B-01-031.000**

**CERTIFICATE OF RESUBDIVISION**

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat, The following property has been subdivided from Harrison County ad valorem tax parcel 0512B-01-031.000 into Lots 2 and 3 The subject property is generally described as being located on Penny Lane.

**LEGAL DESCRIPTION PRIOR TO RESUBDIVISION  
(DR 2018-2548-D-J1)**

Lots 2 and 3, The Oaks Subdivision, located in Section 15, Township 8 South, Range 12 West, Harrison County, Mississippi, as per 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, recorded in Plat Book 33 at Page 6.

**LEGAL DESCRIPTION CREATED BY RE-SUBDIVISION**

**LOT 2**

Lot 2, The Oaks Subdivision, located in Section 15, Township 8 South, Range 12 West, Harrison County, Mississippi, as per 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, recorded in Plat Book 33 at Page 6.

**LOT 3**

Lot 3, The Oaks Subdivision, located in Section 15, Township 8 South, Range 12 West, Harrison County, Mississippi, as per 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, recorded in Plat Book 33 at Page 6.

JOB 110265

**GARY A. DURBIN, P.L.S.**  
**PROFESSIONAL LAND SURVEYOR**  
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540  
PH. (228) 365-3632 Teelokgd@aol.com

**Sheet 4 of 4**

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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



**OVERSTREET  
& ASSOCIATES  
CONSULTING ENGINEERS**

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

June 15, 2023

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

**RE: Certificate of Subdivision – Tax Parcel No. 0512B-01-031.000**

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land situated and being located in a part of Lot 2, The Oaks Subdivision, located in Section 15, Township 8 South, Range 12 West, Harrison County, Mississippi. The submitted subdivision proposes to divide an existing parcel into two new parcels. Proposed Lot "Two" will be nearly 1.11 acres in size, with approx. 299.93 feet of street frontage on Penny Lane. Proposed Lot "Three" will be nearly 1.09 acres in size, with approx. 150 feet of street frontage.

The Certificate itself has all appropriate certifications and information. If approval is granted, acceptance of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Tyler Yarbrough

TY:539

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Special Tap Fee: LOT 2 & 3				
Date: 06-14-2023				
SEWER AND WATER TAP				
<b>MATERIALS:</b>				
<b>QTY.</b>		<b>ITEM</b>	<b>PRICE</b>	<b>TOTAL</b>
2	EA	2" T wye	\$90.00	\$180.00
2	EA	2" valve	\$35.44	\$70.88
20	FT	2" Roll Tube	\$2.36	\$47.20
1	EA	2"x1" Tap Saddles	\$30.00	\$30.00
2	EA	1" Corp Stop	\$58.84	\$117.68
2	EA	1" Curb Stop	\$68.25	\$136.50
1	EA	1"x3/4" wye	\$44.70	\$44.70
40	FT	1" Roll Tube	\$0.65	\$26.00
2	EA	Meter Box	\$93.00	\$186.00
1	EA	Asphalt Patch	\$200.00	\$200.00
<b>TOTAL MATERIAL COST</b>				<b>\$1,038.96</b>
<b>EQUIPMENT:</b>				
<b>QTY.</b>		<b>ITEM</b>	<b>PRICE</b>	<b>TOTAL</b>
11	HRS	161-TRACK HOE	\$45.00	\$495.00
11	HRS	DUMP TRUCK/ Trailer	\$50.00	\$550.00
11	HRS	CREW TRUCK	\$15.00	\$165.00
3	HRS	ASPHALT TRAILER	\$40.00	\$120.00
<b>TOTAL EQUIPMENT COST</b>				<b>\$1,330.00</b>
<b>LABOR:</b>				
			<b>LABOR</b>	<b>TOTAL</b>
				\$916.44
<b>TOTAL LABOR COST</b>				<b>\$916.44</b>
<b>FUEL:</b>				
			<b>TOTAL MATERIAL COST</b>	<b>TOTAL</b>
				\$1,038.96
			<b>TOTAL EQUIPMENT COST</b>	<b>\$1,330.00</b>
			<b>TOTAL LABOR COST</b>	<b>\$916.44</b>
<b>TOTAL</b>				<b>\$3,285.40</b>
<b>15% FUEL COST</b>				<b>\$492.81</b>
<b>PLEASE REMIT MATERIAL AND EQUIPMENT COST TO:</b>				<b><u>\$2,368.96</u></b>
City of Long Beach				
P.O. Box 591				
Long Beach, MS 39560				
<b>PLEASE REMIT LABOR &amp; FUEL COST TO:</b>				<b><u>\$1,409.24</u></b>
H2O Innovation				
P.O. Box 591				
Long Beach, MS 39560				
<b>TOTAL WATER TAP FEE COST</b>				<b><span style="border: 1px solid black; padding: 2px;">\$3,778.20</span></b>

**MINUTES OF JULY 13, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion and upon recommendation of a City Engineer, Vice Chairman Barlow made motion, seconded by Commissioner Suthoff and unanimously carried recommending to approve the application as submitted.

\*\*\*\*\*

It came for discussion under New Business, Discussion, Short-Term Rentals.

After considerable discussion, no action was taken.

\*\*\*\*\*

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