

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA  
JANUARY 25, 2024  
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION  
CITY OF LONG BEACH, MISSISSIPPI  
5:30 O’CLOCK P.M.  
LONG BEACH CITY HALL  
MEETING ROOM  
201 JEFF DAVIS AVENUE**

**I. CALL TO ORDER**

**II. ROLL CALL AND ESTABLISH QUORUM**

**III. PUBLIC HEARINGS**

- 1. Variance- 115 East 5<sup>th</sup> Street, Tax Parcel 0612G-01-012.000, Submitted by Andrew Harwell.
- 2. Variance- 212 East 3<sup>rd</sup> Street, Tax Parcel 0612B-02-042.000, Submitted by Melvin Ray Johnson and Linda Diane Johnson.

**IV. ANNOUNCEMENTS**

**V. APPROVE MINUTES**

- 1. January 11, 2024

**VI. UNFINISHED BUSINESS**

**VII. NEW BUSINESS**

- 1. Tree Removal- 315 East 3<sup>rd</sup> Street, Tax Parcel 0612A-04-048.000, Submitted by Robert B. Dorr.
- 2. Short-Term Rental- 101 Pittman Drive, Tax Parcel 0711M-03-013.000, Submitted by Adrian Williams and Zina Plummer (owners) and Zina Plummer (property manager).
- 3. Short-Term Rental- 129 South Ocean Wave Avenue- Tax Parcel 0711N-05-027.000, Submitted by Jake Percle (owner) and Amber Lancaster- PNP Management (property manager).
- 4. Short-Term Rental- 118 Beach View Circle- Tax Parcel 0612E-03-071.000, Submitted by Robert and Stacy LaCount (owners) and Lacey Webb (property manager).

**VIII. DEVELOPMENT & RESEARCH**

**IX. ADJOURN**

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

**\*\*All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on February 6, 2024.**

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

Commissioner Billy Suthoff read the Opening Statement for the Planning and Development Commission.

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**MINUTES OF JANUARY 25, 2024  
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Be it remembered that two (2) public hearings were heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and begun at 5:30 o'clock p.m., Thursday, the 25<sup>th</sup> day of January 2024, in said City, and the same being the time, date and place fixed for holding said public hearings.

There were present and in attendance on said Commission and at the Public Hearings the following named persons: Vice Chairman Shawn Barlow, Commissioners Nicholas Brown, William Suthoff, David DiLorenzo, Trey Gaddy, Jennifer Glenn and Marcia Kruse, City Advisor Bill Hessel, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearings were Commission Chairman Frank Olavar and Commissioner Michael Levens.

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

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The public hearing to consider a Variance for the property located at 115 East 5<sup>th</sup> Street, Tax Parcel 0612G-01-012.000, submitted by Andrew Harwell, as follows:

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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

Office use only	
Date Received	<u>1-2-24</u>
Zoning	<u>C4HO</u>
Agenda Date	<u>1-25-24</u>
Check Number	<u>1094</u>

**VARIANCE REQUEST**

I. Tax Parcel Number(s): 06126-01-012.000

II. Address of Property Involved: 115 E 5<sup>th</sup> St.

III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)  
- We are requesting a variance for a 5' setback on the East side of the property to accommodate a 25' townhome

**\*\*PLEASE COMPLETE THE FOLLOWING:**

A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement? We have unusable space on the West side of the property due to an overhead power line easement. We were unaware of this requirement when drawing the plans.

B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request. This was a pre-existing condition on the property.

C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request?  
- The overhead power-line easement caused us to push the building to the east to accommodate.  
- We would be required to redraw the already approved plans

D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable. The property is zoned C4HO which would allow the current setbacks, but only changed due to this being a townhome, a more desirable option for the neighboring properties than some other C4HO developments.

**MINUTES OF JANUARY 25, 2024  
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**IV. REQUIRED ATTACHMENTS:**

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

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

**V. OWNERSHIP AND CERTIFICATION:**

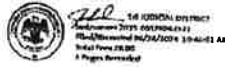
**READ BEFORE EXECUTING,** Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written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

<p><u>Andrew Harwell</u> Name of Rightful Owner (PRINT)</p> <p><u>119 W. 4th St.</u> Owner's Mailing Address</p> <p><u>Long Beach MS</u>      <u>39560</u> City                      State                      Zip</p> <p><u>601-966-2454</u> Phone</p> <p><u>Andrew Harwell</u>      <u>1/2/23</u> Signature of Rightful Owner      Date</p>	<p>_____ Name of Agent (PRINT)</p> <p>_____ Agent's Mailing Address</p> <p>_____ City                      State                      Zip</p> <p>_____ Phone</p> <p>_____ Signature of Applicant      Date</p>
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# MINUTES OF JANUARY 25, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

SCANNED



Prepared by:  
David R. Pilger  
Attorney at Law  
1408 Blount Blvd., Suite 101  
Ocean Springs, MS 39064  
(228) 216-0011

Robert Taylor  
David B. Pilger  
Attorney at Law  
1408 Blount Blvd., Suite 101  
Ocean Springs, MS 39064  
(228) 216-0011

File No. **20237148**

INDEXING INSTRUCTIONS: Pl of Original Long Beach Block 57 in 15A-12, 1<sup>st</sup> JD, Harrison County, MS

Grantee:  
Ann Thomas-Gallin  
Shari Lee  
2001 149<sup>th</sup> Road 6  
Long Beach, MS 39060  
(228) 297-0170

Grantee:  
Crescent Construction, LLC  
a Mississippi Limited Liability Company  
165 Slump Ridge Road  
Biloxi, MS 39267  
(601) 679-7001

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

### WARRANTY DEED

FOR AND IN CONFIRMATION OF the sale and sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid, and other good and valid consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, Ann Thomas-Gallin and Shari Lee, do hereby sell, convey and warrant unto Crescent Construction, LLC, a Mississippi Limited Liability Company, as joint tenants with right of survivorship and not as tenants in common, all of that certain lot, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereto 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 Ann Thomas-Gallin and Shari Lee and Shari Lee, by instrument recorded in book 2023 No. 2019-1041-D-11, and instrument No. 2020-54-D-11, Land Deed Records in the First Judicial District of Harrison County, Mississippi.

If this property is burdened by any, the conveyance herein makes no mention, and is subject to any encumbrance in the chain of title hereon. Such normal and lawful liens, as well as any encumbrance, shall not be affected, extinguished or in any way altered, by this deed. If any portion of the property is subject to any such encumbrance, or is not so described as is set forth in the Mississippi General Warranty Deed herein, it is intended by the parties hereto.

Grantors warrant any and all oil, gas, and other minerals owned, if any, in this tract. An abstract search was requested or performed by grantor.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and encumbrances 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 grantor has been provided with a copy of this deed and an abstract search, and when said deed and abstract search have been reviewed, the provisions of this deed are hereby agreed to and accepted as necessary and lawful in all respects.

The death certificate of Shari Lee is attached hereto as Exhibit "D".

WITNESS OUR HANDS AND OFFICIAL SEAL, this 16<sup>th</sup> day of June, 2023.  
*Ann Thomas-Gallin*  
Ann Thomas-Gallin  
*Shari Lee*  
Shari Lee

### ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction of this State, Ann Thomas-Gallin and Shari Lee, who acknowledged to me the due execution, execution and delivery of the above and foregoing instrument on the day and year therein set forth, and the same were read to and by them.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 16<sup>th</sup> day of June, 2023.

WITNESS MY HAND AND OFFICIAL SEAL, this 16<sup>th</sup> day of June, 2023.

My commission expires on \_\_\_\_\_



### Exhibit "A"

### Legal Description

Starting on the Beachfront of the Gulf of Mexico or Mississippi Sound at a point 1485 feet West of the West line of the Widow N. Lecker Survey and running thence North 28° West with magnetic variations to the South line of Fifth Street in Long Beach, Harrison County Mississippi; thence along the South line of Fifth Street in a Westerly direction a distance of 75 feet, to a point which is the point or place of beginning of the lot herein described; thence continuing along the South line of Fifth Street in a Westerly direction a distance of 75 feet, and in the Northwest corner of the land herein described; thence South 28° East with magnetic variations a distance of 185 feet, thence in an Easterly direction and parallel with Fifth Street a distance of 75 feet; thence North 185 feet to place of beginning; together with all appurtenances thence and there unto belonging.

AND ALSO:

The West 75 feet of the following:

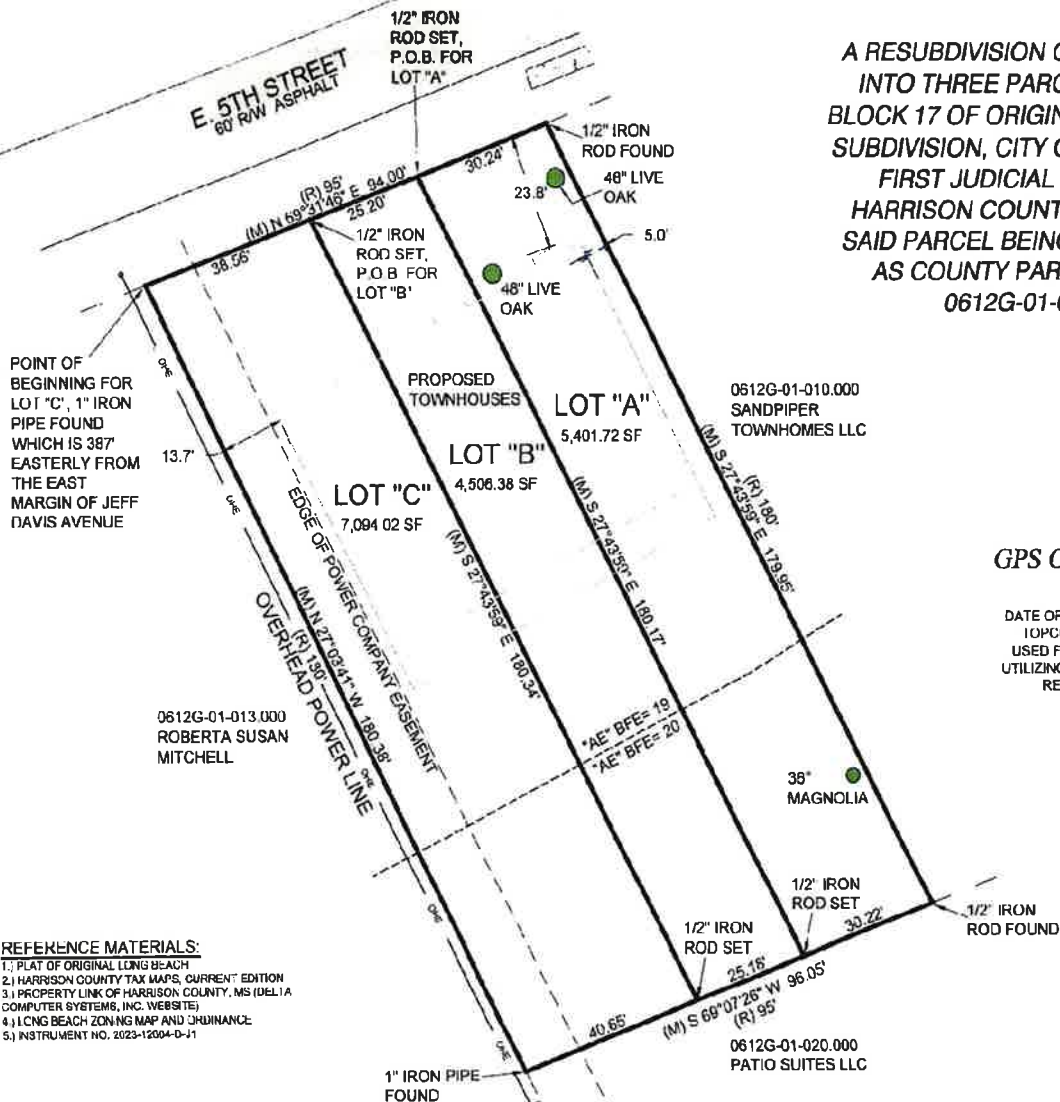
Starting on the Beachfront of the Gulf of Mexico or Mississippi Sound at a Point 1485 feet West of the West line of the Widow N. Lecker Claim, and running thence North 28° with magnetic variations to the South line of Fifth Street being the point and place of beginning of the lot of land herein described; thence running West along the South line of Fifth Street a distance of 75 feet; thence South 28 degrees East with magnetic variations 180 feet; thence East 75 feet; thence North 28 degrees with magnetic variations to the place or point of beginning, being a lot 75 feet by 185 feet conveyed by John W. Knauft, et al as deed recorded in Book 202, page 95 of the Land Deed Records of the First Judicial District of Harrison County, Mississippi.



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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**PROPOSED**

A RESUBDIVISION OF ONE PARCEL INTO THREE PARCELS, LYING IN BLOCK 17 OF ORIGINAL LONG BEACH SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. SAID PARCEL BEING REFERRED TO AS COUNTY PARCEL NUMBER 0612G-01-012.000



**GPS OBSERVATION NOTE**

DATE OF FIELD WORK: 10/16/2023  
TOPCON VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

**REFERENCE MATERIALS:**

1. PLAT OF ORIGINAL LONG BEACH
2. HARRISON COUNTY TAX MAPS, CURRENT EDITION
3. PROPERTY LINK OF HARRISON COUNTY, MS (DELTA COMPUTER SYSTEMS, INC. WEBSITE)
4. LONG BEACH ZONING MAP AND ORDINANCE
5. INSTRUMENT NO. 2023-12004-D-11

SCALE 1" = 30'

REFERENCE: GRID NORTH  
BY GPS OBSERVATION  
(DATUM=NAD 83)



**LEGEND:**

- --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ⊗ --- SPIKE FOUND
- ⊗ --- SPIKE SET
- ⊠ --- CONCRETE MONUMENT FOUND
- ⊠ --- CONCRETE MONUMENT SET
- ⊠ --- UPHOLD KNOT FOUND
- APR --- AS PER SURVEY
- APR --- AS PER RECORD
- APP --- AS PER PLAT
- INF --- IRON ROD FOUND
- IRS --- IRON ROD SET

**NOTES:**

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 4.) BUILDING SETBACKS: ELEVATIONS, WETLAND DETERMINATION AND ETC/FRA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
- 5.) THIS IS A CLASS "B" SURVEY.
- 6.) BEARINGS SHOWN HEREON ARE DERIVED BY GRID NORTH BY GPS OBSERVATION. ALL LINES RELATIVE TO.

CROSSWAY CONSTRUCTION, LLC  
DATE OF FIELD SURVEY: 10/16/2023  
DRAWN BY: CAC  
JOB NUMBER: 23285.dwg

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

**FLOOD ZONE NOTE:**

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

PREPARED BY:

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

SHEET 2 OF 5

**MINUTES OF JANUARY 25, 2024  
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The Clerk reported that fifteen (15) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

**City of Long Beach**



**LEGAL NOTICE  
PUBLIC HEARING**

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

Andrew Harwell, 119 West 4<sup>th</sup> Street, Long Beach, MS, 39560, has filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. **The applicant is requesting, "a variance for a 5' setback on the east side of the property to accommodate a 25' townhome."** The City's requirements are ten (10) feet from the exterior lot line for townhome side yard setbacks. The location of the request is 115 East 5<sup>th</sup> Street, Tax Parcel 0612G-01-012.000. The legal descriptions are as follows:

COM AT INTER OF S MAR OF EAST 5TH ST & W MAR OF BURKE AVE SWLY ALONG EAST 5TH ST 296.6 FT TO POB S 28 DG E 180 FT S 67 DG W 95 FT N 28 DGW 180 FT TO EAST 5TH ST NELY ALONG RD 95 FT TO POB BEING PART OF BLK 17 PART OF NE1/4 OF SW1/4 OF SEC 13-8-12

A Public Hearing to consider the above Variance request will be held in the City of Long Beach, Mississippi, 39560, January 25, 2024, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning and Development Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 863-0822  
[www.cityoflongbeachms.com](http://www.cityoflongbeachms.com)



Sandpiper Townhomes LLC  
211 Magnolia Street  
Long Beach, MS 39560



Cressy Ann P -L/E-  
1013 North Causeway Ste 201  
Metairie, LA 70001



Reech Johnny R & Mayeaux Stacey P  
2813 Westerwood Drive  
Baton Rouge, LA 70816

Gragg Tammy and James R  
122 East 5<sup>th</sup> Street  
Long Beach, MS 39560

Domlo Morris Jr and Paulette L  
1892 Pinewood Avenue  
Traverse City, MI 49685

Batten Charles N  
116 East 5<sup>th</sup> Street  
Long Beach, MS 39560

Savner Gerald J  
5125 Beatline Road  
Long Beach, MS 39560

Ladner Melita  
113 East 4<sup>th</sup> Street  
Long Beach, MS 39560

c/o Sawyer Property Mgmt  
PO Drawer 490  
Gulfport, MS 39502

Mitchell Roberta Susan  
PO Box 357  
Long Beach, MS 39560

LBC Inc  
c/o Richard W Moore  
9150 Twin Beech Road  
Fairhope, AL 36532

Patio Suites, LLC  
120 East Beach Blvd  
Long Beach, MS 39560

Welch Family LTD Partnership No 9  
910 M Street NW Ste 1130  
Washington, DC 20001

Fucich Clayton and Kathleen  
PO Box 941  
Kiln, MS 39556

Brown Danny R and Janis R  
221 23<sup>rd</sup> Street  
Gulfport, MS 39507

# MINUTES OF JANUARY 25, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, TINA M DAHL, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission;
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within One Hundred Sixty Feet (160'), excluding public right of ways, of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach and other matters pertaining to such Public Hearings and the business of the Planning and Development Commission in and for the City of Long Beach.
3. That on January 2, 2024, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 15 (fifteen) property owners within One Hundred Sixty Feet (160'), excluding public right of ways, of, Tax Parcel 0612G-01-012.000, notifying them that a Public Hearing will be held, January 25, 2024, to consider an application for a Variance.

Given under my hand this the 2nd day of January 2024.

Stacey Dahl  
STACEY DAIL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 2nd day of January 2024.

Kini Gonsoulin  
NOTARY PUBLIC

My Commission Expires-



The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice of Public Hearing, as evidenced by the Publisher's Proof of Publication as follows:

### Proof of Publication

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice heretofore attached has been made to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

Vol. ~~XX~~ No. 1 dated 5 day of January, 2024  
 Vol. ~~XX~~ No. 1 dated 5 day of January, 2024  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_

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

Hunter Dawkins  
Publisher

Sworn to and subscribed before me this 2 day of JANUARY, A.D. 2024.

Debbie A. O'Neil  
NOTARY PUBLIC  
HARRISON COUNTY, MISSISSIPPI

Vice Chairman Barlow asked for anyone speaking in favor or opposition and no one came forward.



**MINUTES OF JANUARY 25, 2024  
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Commissioner Suthoff made motion, seconded by Commissioner Glenn and unanimously carried to close the public hearing.

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

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The second public hearing to consider a Variance for the property located at 212 East 3<sup>rd</sup> Street, Tax Parcel 0612B-02-042.000, submitted by Melvin Ray Johnson and Linda Diane Johnson, as follows:

MINUTES OF JANUARY 25, 2024  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only  
Date Received 1-2-24  
Zoning R-1  
Agenda Date 1-25-24  
Check Number 31816

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0612B-02-042.000
- II. Address of Property Involved: 212 E. Third Street, Long Beach, MS. 39560
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)  
Request to add a garage extention to present home with the same setback as previously allowed. 4 foot side yard variance will beneeded.

**\*\*PLEASE COMPLETE THE FOLLOWING:**

- A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement? This lot appears to be half the width of other lots. The home was built closer than the 8 foot setback on the west side. The drive on the east is exactly 8 feet from the house and the property line. To have a garage or carport it must be built on the rear of the home. The Variance allows us to drive into the garage.
- B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request. The home was built in 1940 with the existing setback.
- C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request? We are requesting the variance so that we can drive into the garage without multiple back up & driving adjustments to enter the garage and have a covered entry into the home.
- D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable. The neighbors on the east and west have carports and shops from 2 to 4 feet of the property lines.

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**IV. REQUIRED ATTACHMENTS:**

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

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

**V. OWNERSHIP AND CERTIFICATION:**

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

*Ray and Linda Trust*

*Michael Ray Johnson & Linda Diane Johnson*

Name of Rightful Owner (PRINT)

Name of Agent (PRINT)

*212 E. Third Street*

Owner's Mailing Address

Agent's Mailing Address

*Long Beach MS 39560*

City State Zip

City State Zip

*541-840-2278*

Phone

Phone

*[Signature]* *12-28-2023*

Signature of Rightful Owner

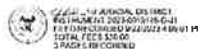
Date

Signature of Applicant

Date

# MINUTES OF JANUARY 25, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

PREPARED BY AND RETURN TO:  
MICHAEL B. McDERMOTT (2375)  
PAGE, MANNING, PERESICH & McDERMOTT, P.L.L.C.  
759 HOWARD AVENUE  
BILOXI, MS 39530  
(228)374-2100



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for and on behalf of

SST PROPERTIES, LLC  
467 Cove Dr  
Biloxi, MS 39531  
(228)860-9917

(has hereby sell, convey and warrant unto)

MELVIN RAY JOHNSON AND LINDA DIANE JOHNSON, CO-TRUSTEES OF THE RAY AND LINDA JOHNSON LIVING TRUST DATED THE 5TH DAY OF AUGUST, 2019, AND SUCCESSORS  
4620 Hwy 90  
Olive Branch, MS 38654  
541-840-2278

the following described real property, together with all improvements thereon, located in Harrison County, State of Mississippi, more particularly and certainly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

INDEXING INSTRUCTIONS: Exempt

This conveyance is subject to all restrictions, reservations, easements affecting said property on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi.

All ad valorem taxes for the current tax year have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS my signature on this the 22<sup>nd</sup> of SEPTEMBER, 2023.

SST Properties, LLC

BY

*Stephen S. Theobald*  
Authorized Member

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 22<sup>nd</sup> of SEPTEMBER, 2023, the within named STEPHEN S. THEOBALD, who acknowledged that he/she/they is/are Authorized Member of SST Properties, LLC, and that for and on behalf of said Limited Liability Company, he/she/they executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

(SEAL)

*Michael B. McDermott*  
NOTARY PUBLIC

My Commission Expires:

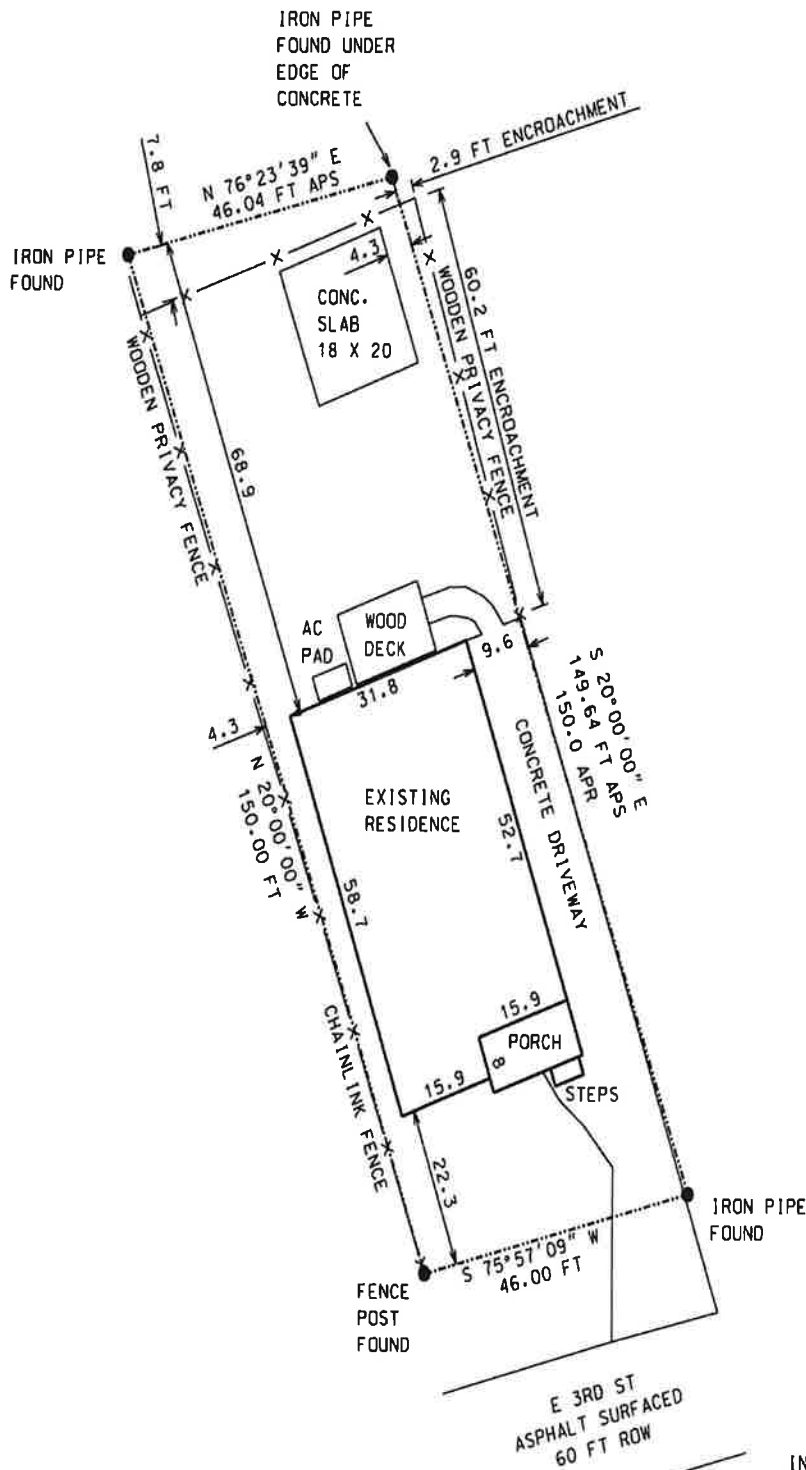
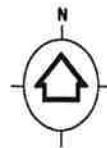
File No : A00532



### EXHIBIT "A" LEGAL DESCRIPTION

The west forty-six (46) feet of 1 of Eleven (11), Block Seven (7), Original Long Beach, in accordance with the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11, Page 6, Copy Plat Book 4A, Page 36b.

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



SCALE: 1" = 30'

CLASS "C" SURVEY

REFERENCE BEARING - EAST PROPERTY LINE AS PER PLAT

INFORMATION PROVIDED BY CLIENT

SURVEY PERFORMED WITHOUT BENEFIT OF CURRENT TITLE EXAM

BY GRAPHIC PLOTTING ONLY

REFERENCES - ORIGINAL LONG BEACH PLAT BK 4, PG 365, 2008-0000202-D-J1

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**DESCRIPTION:**

212 E 3RD STREET, CITY OF LONG BEACH, HARRISON COUNTY, MS.  
Section 13, Township 08 South, Range 12 West, Parcel ID 0612B-02-042.000.,  
WEST 46 FT OF LOT 11, BLK 7, ORIGINAL LONG BEACH SUBDIVISION.

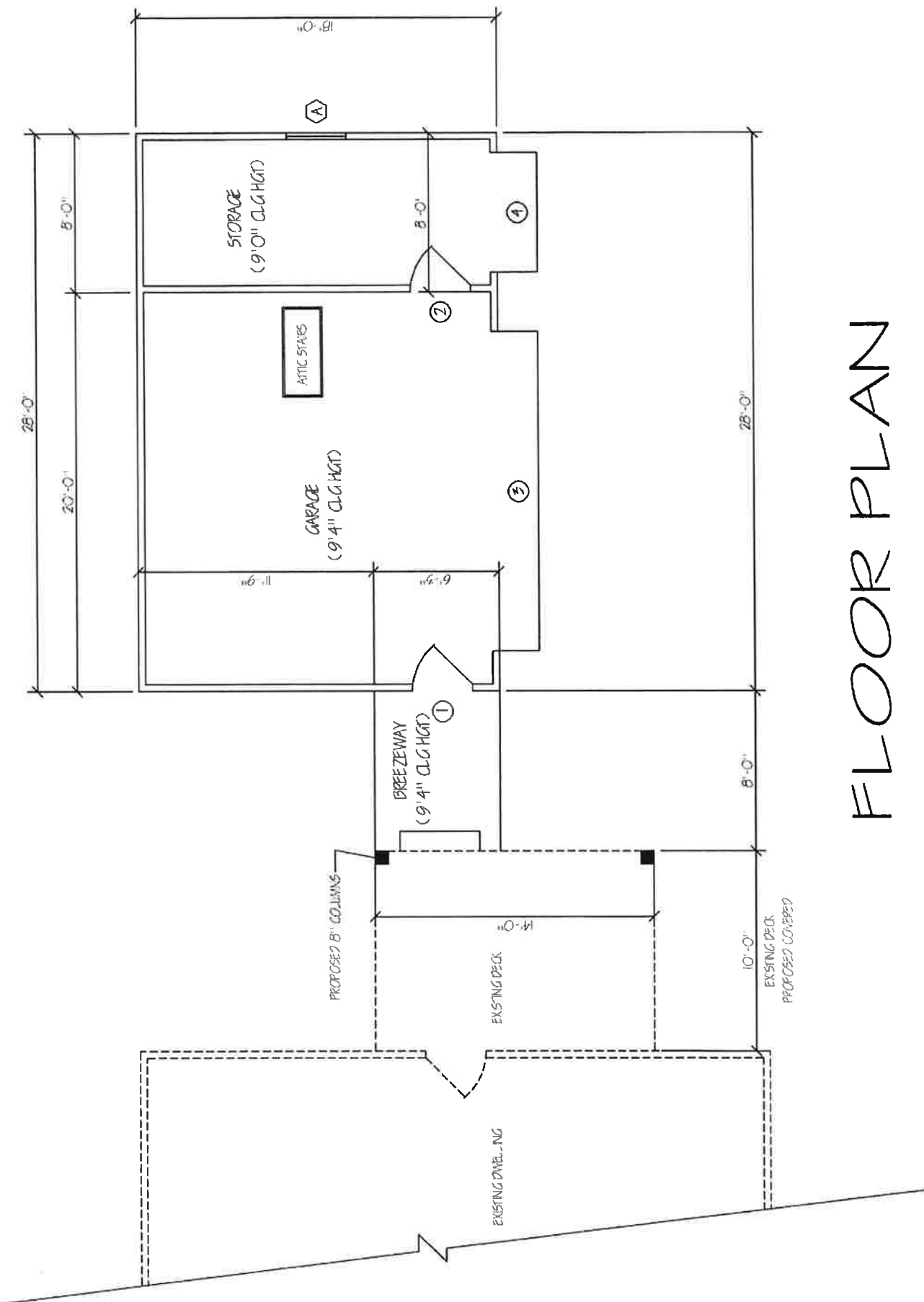
FRED C. BARNES, PLS, P.O. BOX 7269, D'IBERVILLE, MS 39540, PH 228-435-5590

PLS # 2904

01/22/2024 2:32:12 PM 212 E 3rd St Lb.dwg Nov 16 2022 10:00:46

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

DOOR SCHEDULE	
MARK	DESCRIPTION
1	3'0" x 6'8" EX INSUL DR
2	3'0" x 6'8" INT DR
3	16'0" x 6'8" GARAGE DR
4	6'0" x 6'8" GARAGE DR
WINDOW SCHEDULE	
A	20x40 INSUL SGL F HUNG
AREA	
GARAGE	360.00 SF
STORAGE	144.00 SF
BREEZEWAY	12.00 SF
	9'0" CLG HGT TYP UNLESS NOTED



FLOOR PLAN

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The Clerk reported that twenty-one (21) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



**LEGAL NOTICE  
PUBLIC HEARING**

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

Melvin Ray Johnson and Linda Diane Johnson, 212 East Third Street, Long Beach, MS, 39560, have filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. **The applicant is requesting, "a 4-foot side yard variance to add a garage extension to present home with the same setbacks as previously allowed."** The city's requirements are 8-foot side yard setbacks. The location of the request is 212 East Third Street, Tax Parcel 06128-02-042 000. The legal descriptions are as follows:

W 46 FT OF LOT 11 BLK 7 ORIGINAL LONG BEACH

A Public Hearing to consider the above Variance request will be held in the City of Long Beach, Mississippi, 39560, January 25, 2024, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning and Development Commission

201 Jeff Davis • PO Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865 0822  
[www.cityoflongbeachms.com](http://www.cityoflongbeachms.com)

AVERY 5160	Fifty Feet Address Labels Being Distributed to Property Owners	Go to <a href="http://avery.com/templ">avery.com/templ</a> to buy Avery labels
Cnr7 Mayra J 214 East Third Street Long Beach, MS 39560	Clairmont Properties LLC 313 West Oak Street Laurel, MS 39440	Scott: Patrick 218 East Third Street Long Beach, MS 39560
Long Beach Church of the Nazarene 205 South Cleveland Avenue Long Beach, MS 39560	Marshall John P 229 East 2 <sup>nd</sup> Street Long Beach, MS 39560	Kreiner Mark Emery 215 East Second Street Long Beach, MS 39560
Dentino Royce S and Jennifer L 213 East 2 <sup>nd</sup> Street Long Beach, MS 39560	McMurphy April Marie 211 East Second Street Long Beach, MS 39560	Mundstock John M 208 East Third Street Long Beach, MS 39560
Mason Kimberly PO Box 1023 Long Beach, MS 39560	Reynolds Logan Lloyd and Melissa Smith 217 East Third Street Long Beach, MS 39560	Arnold Paul 120 West Fourth Street Long Beach, MS 39560
Knizer Paula Hoshiko -Trustee- 213 East Third Street Long Beach, MS 39560	Heidingsfelder, Vicki W -Trustee- 211 East Third Street Long Beach, MS 39560	Hare Dale Alan 209 East Third Street Long Beach, MS 39560
Aurie Poillion 234 East Second Street Long Beach, MS 39560	Poillion Marie -Estate- 230 East Second Street Long Beach, MS 39560	Satchfield Danny F 228 East Second Street Long Beach, MS 39560
Herodes Jerrod C and Maryann F 214 East Second Street Long Beach, MS 39560	Wetzel Tonya 212 East Second Street Long Beach, MS 39560	Timmons Charlotte M 210 East Second Street Long Beach, MS 39560

# MINUTES OF JANUARY 25, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, TINA M DAHL, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission;
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within One Hundred Sixty Feet (160'), excluding public right of ways, of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach, and other matters pertaining to such Public Hearings and the business of the Planning and Development Commission in and for the City of Long Beach;
3. That on January 2, 2024, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 22 (twenty-two) property owners within One Hundred Sixty Feet (160'), excluding public right of ways, of, Tax Parcel 0612B-02-042.000, notifying them that a Public Hearing will be held, January 25, 2024, to consider an application for a Variance.

Given under my hand this the 2nd day of January 2024.

  
STACEY DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 2nd day of January 2024.

  
NOTARY PUBLIC

My Commission Expires:



The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice of Public Hearing, as evidenced by the Publisher's Proof of Publication as follows:


### Proof of Publication

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

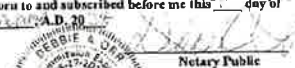
PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice herunto attached has been made to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:


Vol. ~~XX~~ No. 1 dated 5 day of July, 20 24  
 Vol. ~~XX~~ No. 1 dated 5 day of July, 20 24  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20 \_\_\_  
 No. \_\_\_ dated \_\_\_ day of \_\_\_, 20 \_\_\_  
 No. \_\_\_ dated \_\_\_ day of \_\_\_, 20 \_\_\_  
 No. \_\_\_ dated \_\_\_ day of \_\_\_, 20 \_\_\_  
 No. \_\_\_ dated \_\_\_ day of \_\_\_, 20 \_\_\_

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

  
Publisher

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_

  
Notary Public





**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Vice Chairman Barlow asked for anyone speaking in favor or opposition and no one came forward.

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

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

\*\*\*\*\*

At this time, City Advisor Bill Hessell left the meeting.

\*\*\*\*\*

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 25th day of January 2024, 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: Vice Chairman Shawn Barlow, Commissioners Nicholas Brown, William Suthoff, David DiLorenzo, Trey Gaddy, Jennifer Glenn and Marcia Kruse, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Commission Chairman Frank Olaiivar, Commissioner Michael Levens and City Advisor Bill Hessell.

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

\*\*\*\*\*

Commissioner Suthoff made motion, seconded by Commissioner DiLorenzo and unanimously carried to approve the Regular Meeting minutes of January 11, 2024, as submitted.

\*\*\*\*\*

MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

It came for discussion under New Business a Tree Removal for the property located at 315 East 3<sup>rd</sup> Street, Tax Parcel 0612A-04-048.000, submitted by Robert B. Dorr, as follows:



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

OFFICE USE ONLY  
Date Received 1-8-24  
Zoning R-1  
Agenda Date 1-25-24  
Check Number 2273

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

RD Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

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

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

TODAY'S DATE: 01-08-24

**PROPERTY INFORMATION**

TAX PARCEL # 0612A-04-048.000

Address of Property Involved: 315 E. Third St.

Property owner name: Robert B Dorr

Are you the legal owner of the above property? Yes  No  If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.

Property owner address: 315 E. Third St.

Phone No. (770) 605-2078

**CONTRACTOR OR APPLICANT INFORMATION**

Company Name: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**PERMIT INFORMATION**

Permit for: Removal  Trimming \_\_\_\_\_ Pruning \_\_\_\_\_

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

Addition of 4-6" fill to mitigate water retention. Allow for installation of water feature, train garden and landscaping

Number of Trees:  
2 Live Oak \_\_\_\_\_ Southern Magnolia

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

Robert B Dorr 1-8-24  
Signature Date

**ADDITIONAL INFORMATION REQUIRED FROM APPLICANT**

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

RD TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are disease/or damaged, 3) designate which are endangering any roadway, pavement, or utility line, 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

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

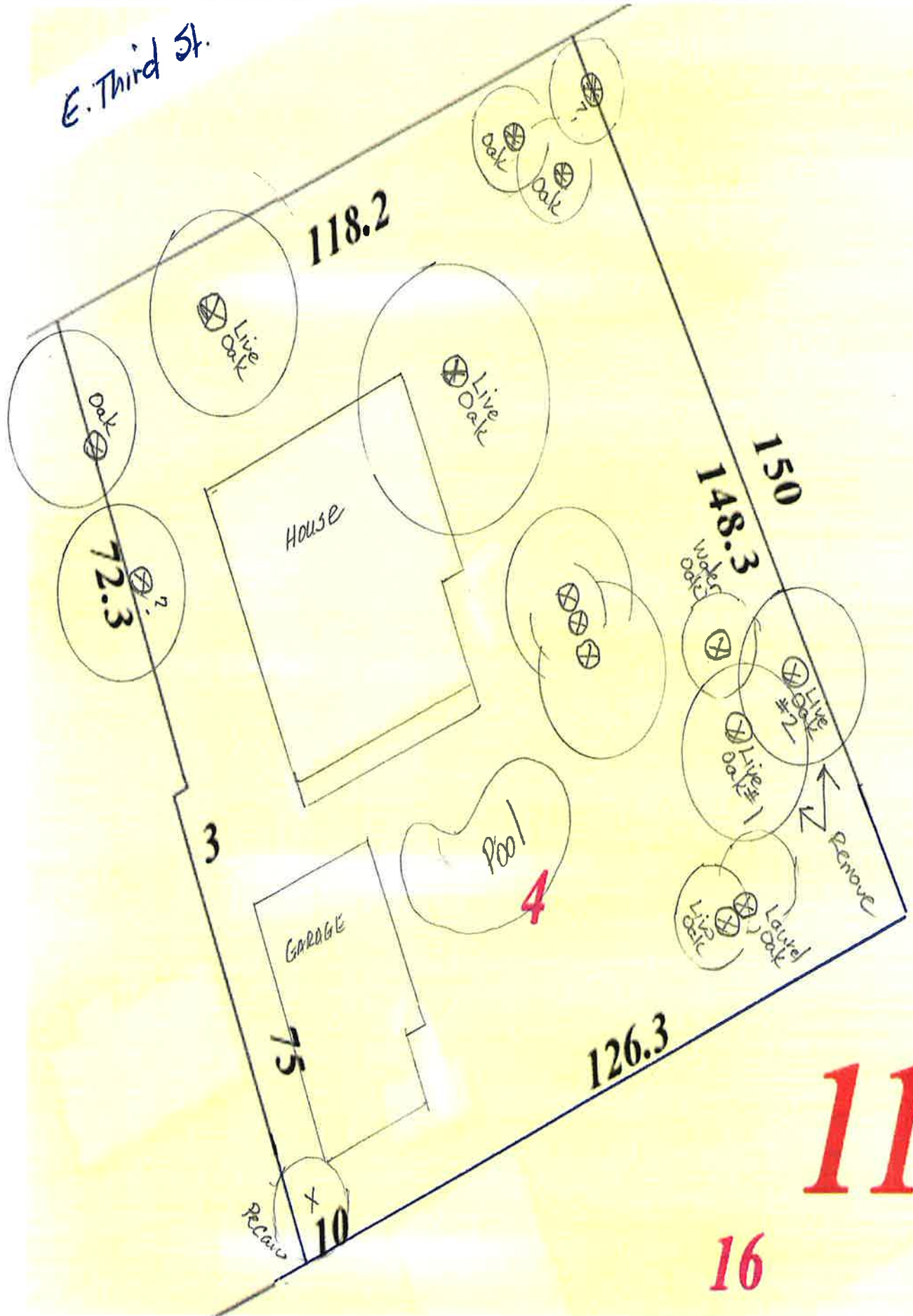
RD OWNERSHIP: Please provide a recorded warranty deed.

RD PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

RD REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed; trees to be of Four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

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

MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



11

16

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



*Live Oak #1*



*Live Oak #2*

# MINUTES OF JANUARY 25, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

Grantor:  
Glenn F. Rishel, Jr., and  
Annette M. Rishel  
17 Rosalia Drive  
Long Beach, MS 39560  
Telephone: (228) 326-5320

Return To  
David B. Pilger  
Attorney at Law  
1406 Blonville Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 215-0011  
File No. Z178160N

Grantee:  
Robert Dorr and  
Pamela Dorr  
75 Spring Drive  
Hiram, GA 30141  
Telephone: (228) 327-1030

INDEXING INSTRUCTIONS: Pt of Lot 4, Blk 11, Original Long Beach, 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, we, **Glenn F. Rishel, Jr., and Annette M. Rishel**, do hereby sell, convey and warrant unto **Robert Dorr and Pamela Dorr**, 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 Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereto belonging, and being more particularly described as follows, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

This being the same property as that conveyed to Glenn F. Rishel, Jr., by Instruments recorded at Instrument No. 2004-0087-DJ1 and at Book 993, at Page 407, Land Deed Records 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.

Grantors quitclaim any and all oil, gas, and other minerals owned, if any, to Grantees. 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 pro-ration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual pro-ration.

WITNESS MY SIGNATURE, on this the 5 day of January, 2018.

*Glenn F. Rishel, Jr.*  
Glenn F. Rishel, Jr.  
*Annette M. Rishel*  
Annette M. Rishel

### ACKNOWLEDGEMENT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Glenn F. Rishel, Jr., and Annette M. Rishel**, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 5th day of January, 2018

(AFFIX SEAL)



*Cassie J. Malley*  
NOTARY PUBLIC

My commission expires:

DEED ACCEPTED BY:

*Robert Dorr*  
Robert Dorr, Grantee

*Pamela Dorr*  
Pamela Dorr, Grantee

### Exhibit "A" Legal Description

A parcel of land situated and being located in part of Lots 3 and 4, Block 11, ORIGINAL LONG BEACH, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

BEGINNING at an iron rod found at the southeast corner of said Lot 4; thence run South 69 degrees 41 minutes 24 seconds West 126.32 feet along the south line of said Lot 4 to an iron pipe found at the southwest corner of said Lot 4 and the southeast corner of said Lot 3; thence run South 69 degrees 59 minutes 04 seconds West 10.00 feet along the south line of said Lot 3 to an iron rod set; thence run North 22 degrees 41 minutes 44 seconds West 75.00 feet to an iron rod set; thence run North 70 degrees 10 minutes 32 seconds East 3.00 feet to an iron rod set on the east line of said Lot 3 and the west line of said Lot 4; thence run North 28 degrees 00 minutes 00 seconds West 0.82 feet along the east line of said Lot 3 and the west line of said Lot 4 to an iron rod set; thence run North 20 degrees 07 minutes 36 seconds West 72.27 feet to an iron rod set on the north line of said Lot 4 and the southerly margin of East 3rd Street; thence run North 70 degrees 05 minutes 01 seconds East 118.18 feet along the north line of said Lot 4 and the southerly margin of East 3rd Street to an iron pipe found at the northeast corner of said Lot 4; thence run South 27 degrees 20 minutes 10 seconds East 148.31 feet along the east line of said Lot 4 to the POINT OF BEGINNING. Containing 18,905 square feet, more or less, according to a survey by Michael P. Blanchard, PS 02834, Cassidy-Acadia Land Surveying, LLC, 1714 22<sup>nd</sup> Ave., Gulfport, MS 39501, dated December 14, 2017.

This survey, and plat were prepared only for Glenn Rishel and no third party certification is expressed or implied.

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

*Robert Dorr*  
Robert Dorr

1/5/18  
Date

*Pamela Dorr*  
Pamela Dorr

1/5/18  
Date

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
MEMORANDUM**

Date: January 8, 2024

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree(s) Removal – 315 East 3<sup>rd</sup> Street

The Tree Board has no objection to this removal to accommodate the property landscaping changes. Many other Live Oak remain on the property.

---

Karen Epperson-Price

Victor L. Chapman

After discussion and upon recommendation by members of the Tree Board, Commissioner Brown made motion, seconded by Commissioner Glenn and unanimously carried recommending to approve the application as submitted.

\*\*\*\*\*

It came for discussion under new business, a Short-Term Rental for the property located at 101 Pittman Drive, Tax Parcel 0711M-03-013.000, submitted by Adrian Williams and Zina Plummer (owners) and Zina Plummer (property manager), as follows:

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CITY OF LONG BEACH, MISSISSIPPI							
APPLICATION FOR SHORT-TERM RENTAL							
<b>PHYSICAL ADDRESS:</b> 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	<b>PHONE:</b> (228) 863-1554 <b>FAX:</b> (228) 863-1558	<b>MAILING ADDRESS:</b> POST OFFICE BOX 929 LONG BEACH, MS 39560					
<b>PROPERTY INFORMATION:</b>							
ADDRESS: <u>101 Pittman Dr</u>		Tax Parcel # <u>0711M-03-</u>					
<small>(Location of Short-Term Rental)</small>							
<b>OWNER'S INFORMATION:</b>							
Property Owner's Name: <u>Adnan Williams + Zina Plummer</u>							
Property Owner's Address: <u>15588 Perdido Dr. Gulfport, MS, 39503</u>							
Property Owner's Mailing Address, if different from above:							
_____							
City                      State                      Zip							
Property Owner's Phone No.: <u>(803)360-4803</u> Email Address: <u>plummerwilliamsrealty@yahoo.com</u>							
Is there a homeowner's association for the neighborhood? <u>No</u> If so, please provide written statement of support of short term rental?							
<b>PROPERTY MANAGER INFORMATION:</b>							
Property Manager's Name: <u>Zina Plummer</u>							
Property Manager's Address: (Must be a local contact)							
<u>15588 Perdido Dr. Gulfport</u>							
City                      State,                      Zip							
Property Manager's Phone No.: <u>(803)300-4603</u> Email Address: <u>plummerwilliamsrealty@yahoo.com</u>							
<b>PLEASE PROVIDE THE FOLLOWING:</b>							
<ul style="list-style-type: none"> <li>• Mississippi Sales Tax ID # <u>Airbnb + VRBO</u></li> <li>• Recorded Warranty Deed</li> <li>• Parking Rules &amp; Plan <input checked="" type="checkbox"/></li> <li>• Trash Management Plan <input checked="" type="checkbox"/></li> <li>• Copy of Proposed Rental Agreement</li> <li>• Proof of Liability Insurance, which includes short term rental coverage <input checked="" type="checkbox"/></li> </ul>							
<b>ADDITIONAL INFORMATION:</b>							
<ul style="list-style-type: none"> <li>• Completed written statement of compliance.</li> <li>• FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.</li> <li>• LICENSE: A Privilege Tax License must be applied and paid for after approval.</li> <li>• INCOMPLETE APPLICATIONS will not be processed.</li> </ul>							
<b>AFFIDAVIT</b>							
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.							
<u>Zina Plummer</u>	<u>Zina Plummer</u>	<u>4 Jan 2024</u>					
<small>PRINT NAME</small>	<small>SIGNATURE</small>	<small>DATE</small>					
<b>BELOW IS FOR OFFICE USE ONLY</b>							
Maximum Occupancy: <u>10</u>	Maximum Vehicles allowed: <u>5</u>	Number of bedrooms: <u>5</u>	Number of people home can accommodate: <u>10</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature: <u>[Signature]</u>		Date: <u>1/18/24</u>					
Fire Inspector Signature: _____		Date: _____					
COMMENTS: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Date Received: <u>1-4-24</u></td> </tr> <tr> <td style="padding: 2px;">Agenda Date: <u>1-25-24</u></td> </tr> <tr> <td style="padding: 2px;">Amount Due/Paid: <u>250.00</u></td> </tr> <tr> <td style="padding: 2px;">Payment Method: <u>CC</u></td> </tr> </table>				Date Received: <u>1-4-24</u>	Agenda Date: <u>1-25-24</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>CC</u>
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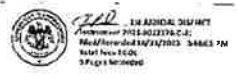
MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Zina Plummer, owner of the property located at 101 Pittman Dr., Tax Parcel \_\_\_\_\_ affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

Zina Plummer  
signature

4 Jan 2024  
date



Indexing: A parcel in The Widow L. Lerner Clark  
70' x 120' parcel on Plummer Dr

Prepared by and return to:  
David B. Estes  
MS Bar No. 101404  
Integrity Land Title, LLC  
1106 Third Avenue, Suite A  
Gulfport, MS 39501  
(228)996-8962  
File # 4779

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

STEPHEN EDWARD ROWAN AND JACQUELINE KAY ROWAN, CO-TRUSTEES OF THE STEPHEN EDWARD ROWAN AND JACQUELINE KAY ROWAN REVOCABLE LIVING TRUST DATED JULY 5, 2012  
584 ROSS RIDGE DRIVE  
BLAIRSVILLE, GEORGIA 30512  
(404) 523-0010

do hereby SELL, CONVEY and WARRANT unto  
ADRIAN WILLIAMS AND WIFE, ZINA O. PLUMMER  
AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON  
101 PITTMAN DRIVE  
LONG BEACH, MS 39560  
(228) 360-4803

the following described land together with all improvements thereon located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

THIS CONVEYANCE is subject to any and all easements, restrictive or protective covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

5

(b) I hereby ratify and confirm all lawful acts of my agent performed pursuant to the authority granted in this instrument and authorize any person, firm, or corporation dealing with my said agent and attorney-in-fact to rely on this instrument unless and until they have received notice in writing of its revocation or of my death.

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 26 day of October, 2023.

Jacqueline Kay Rowan  
Jacqueline Kay Rowan

State of Georgia  
County of Wayne

Personally appeared before me, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named Jacqueline Kay Rowan, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein set forth and executed.

GIVEN UNDER MY HAND and official seal of office, this the 26 day of October, 2023.

Susan Elaine Gillespie  
NOTARY PUBLIC



My Commission Expires: 07/21/2027



MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

EXHIBIT "A"

A parcel of land located in the Widow N. Ladner Claim, in the City of Long Beach, in the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, better described as: Commencing at the intersection of the north line of Pittman Drive and the west line of Ocean Wave Avenue; thence South 62 degrees West a distance of 200 feet, more or less, to an iron pipe and the POINT OF BEGINNING; thence South 62 degrees West a distance of 70.00 feet; thence North 28 degrees West a distance of 120.00 feet; thence North 62 degrees East a distance of 70.00 feet; thence South 28 degrees East a distance of 120.00 feet to the POINT OF BEGINNING.

4

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, JACQUELINE KAY ROWAN, 584 Ross Ridge Dr., Blairville, GA 30512, desire to execute a LIMITED POWER OF ATTORNEY, and by these presents do make, constitute and appoint STEPHEN EDWARD ROWAN, 584 Ross Ridge Dr., Blairville, GA 30512, for me and in my name, place and stead to do and perform all acts, deeds, matters and things whatsoever, including but not limited to, Warranty Deed, settlement statement and title affidavit, concerning the sale of the property commonly known as 101 Pittman Drive, Long Beach, Mississippi 39560 which are necessary and advisable in the judgment of my said Attorney-in-Fact as fully and effectually to all intents and purposes as I could do if personally present.

WHEN AGENT'S AUTHORITY BECOMES EFFECTIVE: Immediately.

GENERAL PROVISIONS

(a) All business transactions hereunto for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation "Attorney-in-Fact";

PAGE 1 OF 2

5

(b) I hereby ratify and confirm all lawful acts of my agent performed pursuant to the authority granted in this instrument and authorize any person, firm, or corporation dealing with my said agent and attorney-in-fact to rely on this instrument unless and until they have received notice in writing of its revocation or of my death.

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 26 day of October, 2023.

*Jacqueline Kay Rowan*  
Jacqueline Kay Rowan

State of Georgia  
County of Wheeler

Personally appeared before me, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named Jacqueline Kay Rowan, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND and official seal of office, this 26 day of October, 2023.

*Stacy Elaine Gibbons*  
NOTARY PUBLIC



My Commission Expires: 6/12/2027

PAGE 2 OF 2

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Long Beach Short Term Rental Parking Plan

Renters are asked to only parking in the designated driveway during their stay, no street parking or parking in the grass. These instructions are outlined in the welcome instructions and on the listing.

Long Beach Short Term Rental Trash Plan

The trash/recycle bin live on the left hand side of the house, next to the gated fence.

Renters are advised the trash/recycle receptacles are picked up on Mondays in the homes welcome instructions.

The trash/recycle receptacles will be placed at the street curb no more than 24 hours priors to pick up by the renters, housekeepers, or owners.

The trash/recycle receptacles will be returned to their home no more than 24 hours after pick up by the renters, housekeepers, or owners.

**WELCOME to the BEACH HOUSE!!!**

Check in is 4pm and check out is 11am.

The Internet ID is 101 Pittman and password is 101 Str23.

Sling TV is our TV subscriber and the login is [plummerwilliamsrealty@yahoo.com](mailto:plummerwilliamsrealty@yahoo.com) and the password is 101 Str23.

Trash pickup is Monday, please put the cans out the night before but no more than 24hrs prior to pick up.

Smoking is not allowed in the home and please put out cigarettes butts and place them in the trash, please don't throw them in the yard.

Please clean the grill after use.

Please clean up after your pets in the yard.

Do not use the fireplace in the bedroom, there is an electric fireplace in the living room that is a great heat source and provides good ambiance.

Check out instructions:

On the day of check out, please put all dirty sheets and towels in the laundry room.

Load all used dishes in the dishwasher.

Check closets and drawers for personal belongings.

Ensure all windows and doors are closed and locked.

Please place all the trash in the outside cans prior to leaving.

Return the key to the lockbox.

Let the host know when you have departed the home.

The closest grocery store is Winn-Dixie, just across the railroad tracks, take a left and go to the first red light. Turn right, the Winn-Dixie will be in your left. Walgreens is also located at the intersection.

Fast pace urgent care is located across the railroad tracks turn left and go about 2 miles and it will be on the right.

The closest hospital is Memorial Hospital, 4500 13th St, Gulfport

Please respect our neighbor by keeping the noise down. Parties of more than 12 people must be approved in advance.

We hope you enjoy your stay and look forward to your return. Feel free to call us with any questions.

Zina (803)360-4803

Adrian (803)767-6233

Host: \_\_\_\_\_

Guest: \_\_\_\_\_

## MINUTES OF JANUARY 25, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

<p><b>NEW</b> Renewal of Number</p>	<p><b>POLICY DECLARATIONS</b> DP-3 ✓</p>	<p>Policy Number BWD146083</p>																																																	
<p>Insurance is effective with Evanston Insurance Company</p>																																																			
<p>NAMED INSURED AND MAILING ADDRESS Zina &amp; Adrian Plummer 15586 Perdido Dr. Gulfport, MS 39503</p>	<p><b>AGENT:</b> Bums &amp; Wilcox, Ltd 1223 Jackson Avenue East Suite 301 Oxford, MS 38855</p>																																																		
<p><b>POLICY PERIOD</b></p> <p>Policy Term: 12 Month(s)    Effective: 12/12/2023    Expiration: 12/12/2024    12:01 AM Standard Time at the Insured Location</p>																																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">COVERAGES</th> <th style="width: 15%;">CO-INSURANCE</th> <th style="width: 15%;">LIMIT OF LIABILITY</th> <th style="width: 20%;">PREMIUM</th> </tr> </thead> <tbody> <tr> <td>SECTION I - A) DWELLING</td> <td rowspan="4" style="text-align: center;">80%</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$1,269</td> </tr> <tr> <td>B) OTHER STRUCTURES</td> <td style="text-align: right;">\$5,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>C) PERSONAL PROPERTY</td> <td style="text-align: right;">\$20,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>D) LOSS OF USE/RENTS</td> <td style="text-align: right;">\$20,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>SECTION II - E) PREMISES LIABILITY</td> <td></td> <td style="text-align: right;">\$300,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>F) MEDICAL PAYMENTS TO OTHERS</td> <td></td> <td style="text-align: right;">\$5,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>ADDITIONAL COVERAGES</td> <td></td> <td style="text-align: right;">\$1,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>LOSS ASSESSMENT</td> <td></td> <td style="text-align: right;">10%</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>ORDINANCE OR LAW</td> <td></td> <td style="text-align: right;">\$2,500</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>VANDALISM AND MALICIOUS MISCHIEF - DEDUCTIBLE</td> <td></td> <td style="text-align: right;">\$10,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>WATER BACK UP</td> <td></td> <td style="text-align: right;">\$5,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>MOLD</td> <td></td> <td></td> <td style="text-align: right;">Included</td> </tr> </tbody> </table>			COVERAGES	CO-INSURANCE	LIMIT OF LIABILITY	PREMIUM	SECTION I - A) DWELLING	80%	\$200,000	\$1,269	B) OTHER STRUCTURES	\$5,000	Included	C) PERSONAL PROPERTY	\$20,000	Included	D) LOSS OF USE/RENTS	\$20,000	Included	SECTION II - E) PREMISES LIABILITY		\$300,000	Included	F) MEDICAL PAYMENTS TO OTHERS		\$5,000	Included	ADDITIONAL COVERAGES		\$1,000	Included	LOSS ASSESSMENT		10%	Included	ORDINANCE OR LAW		\$2,500	Included	VANDALISM AND MALICIOUS MISCHIEF - DEDUCTIBLE		\$10,000	Included	WATER BACK UP		\$5,000	Included	MOLD			Included
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<p><b>NOTE:</b> This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi but is authorized to do business in Mississippi as a non admitted company. The Policy is not protected by the Mississippi Guaranty Association in the event of the insurer's insolvency. Surplus Lines Broker: Samuel Carson, License Number: 10625561</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Premium:</td><td style="text-align: right;">\$ 1,269.00</td></tr> <tr><td>Policy Fee:</td><td style="text-align: right;">\$ 150.00</td></tr> <tr><td>Inspection Fee:</td><td style="text-align: right;">\$ 68.00</td></tr> <tr><td>Surplus Lines Tax:</td><td style="text-align: right;">\$ 59.48</td></tr> <tr><td>Stamping Fee:</td><td style="text-align: right;">\$ 3.72</td></tr> <tr><td>Other Tax:</td><td style="text-align: right;">\$ 44.61</td></tr> <tr><td><b>Total:</b></td><td style="text-align: right;"><b>\$ 1,594.81</b></td></tr> </table> <p style="text-align: center;"><b>Minimum Earned Premium: 25%</b></p>			Premium:	\$ 1,269.00	Policy Fee:	\$ 150.00	Inspection Fee:	\$ 68.00	Surplus Lines Tax:	\$ 59.48	Stamping Fee:	\$ 3.72	Other Tax:	\$ 44.61	<b>Total:</b>	<b>\$ 1,594.81</b>																																			
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<p>DEDUCTIBLE (Section I only): All Other Perils: \$2,500 Each and Every Loss Wind / Hall: Excluded</p>																																																			
<p>Insured Location: 101 Pittman Dr Long Beach, MS 39560 Occupancy: Tenant - Rental</p>																																																			
<p><b>FORMS AND ENDORSEMENTS</b></p> <p>This policy is made and accepted subject to the above statement together with the provisions, stipulations and agreements contained in the following form(s) and endorsement(s). <b>See Schedule of Forms and Endorsements</b></p>																																																			
<p><b>MORTGAGEE(S):</b> See attached Schedule of Mortgagees</p> <p>This policy shall not be valid unless countersigned by our authorized agent.</p>																																																			
<p>DATE: 12/12/2023</p> <p style="text-align: center;"><b>Samuel Carson</b></p>		<p><b>IMPORTANT</b></p> <p>In order to evaluate your application(s) or process your claims, as well as renew any of your policies, we may collect additional information about you. We are allowed by law to disclose this information to others without your authorization in certain specified circumstances. You have the right to obtain access to certain items of information we collect about you and to request correction of information you feel to be inaccurate. If you wish a more detailed description our information practices, please contact our office for more details.</p>																																																	

### SCHEDULE OF FORMS AND ENDORSEMENTS

<p>POLICY NUMBER: BWD146083</p>	<p>EFFECTIVE DATE: 12/12/2023</p>	<p>NAMED INSURED: Zina &amp; Adrian Plummer</p>		
<p>SOFAE 09-10    <b>SCHEDULE OF FORMS</b></p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Res Prop Loss Prev</p> <p>DL 01 23 10 14 LMA 9137 BW/H0166-0715 MPLCLAIMNOTICE-0715 DP 00 03 07 14 BWD0100-0715 BWD0103-0120 BWD0154-0120 BWD0112-0715 BWD0113-0715 BWD0518-0519 BWD0508-0519 BWD0507-0519 BWD0509-0519 BWD0511-0519 DP 04 22 07 14 DP 04 37 12 02 BWD0126-0715 BWD0115-0715 BWD0156-0715 DP 04 63 07 14 DP 04 96 07 14 BWD0516-0519 DL 24 02 07 14 BWD0122-0715 BWD0123-0715 BWD0133-0715 BWD0120-0715 DL 24 01 07 14 BWD0132-0715 BWD0174-0715 DL 24 11 07 14 BWD0125-0715</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Residential Property Loss Prevention</p> <p>Market Declarations Special Provisions - Mississippi Mississippi Informational Notice Schedule of Mortgagees and Lienholders Policyholder Notice Dwelling Property 3 - Special Form ✓ Biological or Chemical Materials Exclusion Privacy Policy Notice Signature Page Tainted Drywall Material Exclusion Total Loss Fully Earned Rental Value and Additional Living Expense Other structures limit of liability Cryptocurrency Limit of Liability Trees Shrubs and Other Plants Limit of Liability Loss of Use Civil Authority Exclusion Limited Fungi, Wet or Dry Rot, or Bacteria Coverage Windstorm or Hail Exclusion Minimum Earned Premium Vacant or Unoccupied Service of Process Loss Assessment Property Coverage Limited Water Back Up and Sump Discharge or Overflow Coverage Model Hobby Aircraft Liability Exclusion Personal Liability Additional Policy Conditions Lead Contamination Exclusion Pollution Liability Exclusion Punitive or Exemplary Damages Exclusion Trampoline Exclusion Personal Liability Assault and Battery Exclusion Animal Exclusion Premises Liability Existing Damage Exclusion</p> <p style="text-align: center;">ADDITIONAL FORMS</p> </td> </tr> </table>			<p>Res Prop Loss Prev</p> <p>DL 01 23 10 14 LMA 9137 BW/H0166-0715 MPLCLAIMNOTICE-0715 DP 00 03 07 14 BWD0100-0715 BWD0103-0120 BWD0154-0120 BWD0112-0715 BWD0113-0715 BWD0518-0519 BWD0508-0519 BWD0507-0519 BWD0509-0519 BWD0511-0519 DP 04 22 07 14 DP 04 37 12 02 BWD0126-0715 BWD0115-0715 BWD0156-0715 DP 04 63 07 14 DP 04 96 07 14 BWD0516-0519 DL 24 02 07 14 BWD0122-0715 BWD0123-0715 BWD0133-0715 BWD0120-0715 DL 24 01 07 14 BWD0132-0715 BWD0174-0715 DL 24 11 07 14 BWD0125-0715</p>	<p>Residential Property Loss Prevention</p> <p>Market Declarations Special Provisions - Mississippi Mississippi Informational Notice Schedule of Mortgagees and Lienholders Policyholder Notice Dwelling Property 3 - Special Form ✓ Biological or Chemical Materials Exclusion Privacy Policy Notice Signature Page Tainted Drywall Material Exclusion Total Loss Fully Earned Rental Value and Additional Living Expense Other structures limit of liability Cryptocurrency Limit of Liability Trees Shrubs and Other Plants Limit of Liability Loss of Use Civil Authority Exclusion Limited Fungi, Wet or Dry Rot, or Bacteria Coverage Windstorm or Hail Exclusion Minimum Earned Premium Vacant or Unoccupied Service of Process Loss Assessment Property Coverage Limited Water Back Up and Sump Discharge or Overflow Coverage Model Hobby Aircraft Liability Exclusion Personal Liability Additional Policy Conditions Lead Contamination Exclusion Pollution Liability Exclusion Punitive or Exemplary Damages Exclusion Trampoline Exclusion Personal Liability Assault and Battery Exclusion Animal Exclusion Premises Liability Existing Damage Exclusion</p> <p style="text-align: center;">ADDITIONAL FORMS</p>
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<p>SOFAE (09/10)</p>				

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After discussion, Commissioner Glenn made motion, seconded by Commissioner Suthoff and unanimously carried to approve the application as submitted.

\*\*\*\*\*

It came for discussion under new business, a Short-Term Rental for property located at 129 South Ocean Wave Avenue, Tax Parcel 0711N-05-027.000, submitted by Jake Percle (owner) and Amber Lancaster- PNP Management (property manager), as follows:

MINUTES OF JANUARY 25, 2024  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

**PROPERTY INFORMATION:**  
ADDRESS: 129 Ocean Wave Ave. Long Beach, MS 39560 Tax Parcel # 0711N-05-027.000  
(Location of Short-Term Rental)

**OWNER'S INFORMATION:**  
Property Owner's Name: Jake Percie  
Property Owner's Address: 1041 Magnolia Ridge Rd. Bounte, Ca 70039  
Property Owner's Mailing Address, if different from above: same

Property Owner's Phone No: (504) 270-8927 City State Zip  
Email Address: jakegjr9@yahoo.com

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

**PROPERTY MANAGER INFORMATION:**  
Property Manager's Name: Amber Lancaster - PNP Management  
Property Manager's Address: (Must be a local contact)  
101 Blake More Ave. Bay St. Louis, MS 39520  
City State Zip  
Property Manager's Phone No: 337-339-3036 Email Address: info@k4mrealty.net

**PLEASE PROVIDE THE FOLLOWING:**

- Mississippi Sales Tax ID # VR80 93-4522578
- Recorded Warranty Deed ✓
- Parking Rules & Plan ✓
- Trash Management Plan ✓
- Copy of Proposed Rental Agreement ✓
- Proof of Liability Insurance, which includes short term rental coverage

**ADDITIONAL INFORMATION:**

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

**AFFIDAVIT**

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

Jake Percie Jake Percie 1/8/24  
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>4</u>	Maximum Vehicles allowed: <u>2</u>	Number of bedrooms: <u>2</u>	Number of people home can accommodate: <u>4</u>

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

Building Official Signature: Ryan Loh Date: 1/19/24  
Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

Date Received: <u>1-9-24</u>
Agenda Date: <u>1-25-24</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>235</u>

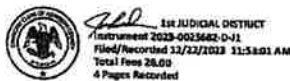
MINUTES OF JANUARY 25, 2024  
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Jake Perole owner of the property located at  
129 Ocean Wave Ave. Long Beach, MS 39560 Tax Parcel 93-4522578  
affirm that I am in compliance with building codes, deed restrictions  
and/or covenants, and have paid all applicable taxes, fees and other  
charges. I acknowledge that a violation of the ordinances of the City of  
Long Beach shall result in the suspension or revocation of the permit.

Jake Perole  
signature

1/8/24  
date



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

Grantor:  
The Stephen Edward Rowan and Jacqueline  
Kay Rowan Revocable Living Trust  
884 Ross Ridge Road  
Blairville, GA 30512  
(404) 620-0019

Return To:  
Pilger Title Co.  
1408 Blenville Blvd.  
Ocean Springs, MS 39564  
(228) 215-0011

Grantee:  
Jake Robert Perole  
Malori Perole  
1041 Magnolia Ridge Road  
Boutte, LA 70039  
(504) 270-8927

File No. F239881N

INDEXING INSTRUCTION: Lots 11 & 12, Blk 1, Cottage by the Sea, 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, The Stephen Edward Rowan and Jacqueline Kay Rowan Revocable Living Trust Dated July 6, 2022, does hereby sell, convey and warrant unto Jake Robert Perole and Malori Perole, 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 Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lots 11 and 12, Block 1, Cottage by the Sea, 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 6, at Page 18.

This being the same property as that conveyed to The Stephen Edward Rowan and Jacqueline Kay Rowan Revocable Living Trust Dated July 6, 2022, by instrument recorded in Instrument No. 2022-24967-D-11, Land Deed Records 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) quitclaim 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 Certificate of Trust is attached hereto as Exhibit "A".

WITNESS MY SIGNATURE, on this the 19 day of December, 2023.

The Stephen Edward Rowan and Jacqueline Kay Rowan Revocable Living Trust Dated July 6, 2022

By: Stephen Edward Rowan, Co-Trustee

**CORPORATE ACKNOWLEDGMENT**

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Stephen Edward Rowan, the Co-Trustee of The Stephen Edward Rowan and Jacqueline Kay Rowan Revocable Living Trust Dated July 6, 2022, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on this 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 19 day of December, 2023.



Sarah Jean Freard  
NOTARY PUBLIC

MINUTES OF JANUARY 25, 2024  
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Exhibit "A"

STEPHEN EDWARD ROWAN AND JACQUELINE KAY ROWAN  
REVOCABLE LIVING TRUST DATED JULY 5, 2022

TRUST CERTIFICATE

BEFORE ME the undersigned authority on this day personally appeared  
STEPHEN EDWARD ROWAN AND JACQUELINE KAY ROWAN, who being  
duly sworn did depose and affirm as follows:

1. Affiants. We are STEPHEN EDWARD ROWAN AND JACQUELINE  
KAY ROWAN. We are the Co-Trustees of the Trust described below. The address for  
the Trust is 584 Brass Ridge Rd., Blairsville, Georgia 30512.

2. Competence of Affiant. We are of legal age and competent in all respects  
to make this affidavit.

3. Reestablishment of Trust. The STEPHEN EDWARD ROWAN AND  
JACQUELINE KAY ROWAN REVOCABLE LIVING TRUST DATED JULY 5,  
2022 ("Trust") was established pursuant to a Trust Agreement made and entered into on  
July 5, 2022, by and between STEPHEN EDWARD ROWAN AND JACQUELINE  
KAY ROWAN of Union County, Georgia as Grantors and as Initial Co-Trustees.

4. Nature of Trust. The STEPHEN EDWARD ROWAN AND  
JACQUELINE KAY ROWAN REVOCABLE LIVING TRUST DATED JULY 5,  
2022 is a Revocable Trust. It will become Irrevocable upon death of the first Grantor. At  
this time, both Grantors are living and the Trust is fully revocable.

5. Current Authorized Trustees. Any action to be taken by the Trust at this  
time will be taken by the Co-Trustees (being able to act independently and without  
consent or joinder of the other Co-Trustee), including the conveyance of real estate. At  
this time, STEPHEN EDWARD ROWAN AND JACQUELINE KAY ROWAN are  
the Co-Trustees. The Trustees are authorized to open accounts in the name of the trust  
and designate other persons, from time to time, to sign on bank accounts for the  
convenience of the Trustee.

6. Future Authorized Trustees. Absent a future designation, if STEPHEN  
EDWARD ROWAN OR JACQUELINE KAY ROWAN ever fail, refuse or become  
unable to continue service as a Trustee, or upon their death, the other Co-Trustee may  
serve as Sole Trustee. If both STEPHEN EDWARD ROWAN AND JACQUELINE  
KAY ROWAN ever fail, refuse or become unable to continue service as a Trustee, or  
upon both of their deaths, the Successor Co-Trustees shall serve:

- A. WESLEY CHAD NORTON
- B. GEOFFREY TRAVIS NORTON

7. Beneficiaries. The "Beneficiary" or "Beneficiaries" is currently  
STEPHEN EDWARD ROWAN AND JACQUELINE KAY ROWAN, and upon the  
death of either STEPHEN EDWARD ROWAN OR JACQUELINE KAY ROWAN,  
the SURVIVOR. Upon the death of both STEPHEN EDWARD ROWAN AND  
JACQUELINE KAY ROWAN, the beneficiaries are the individuals as set forth therein.

8. Recognition of Successor Trustee. Third parties may rely on the  
representation by affidavit of any successor Trustee described herein that the conditions  
for succession have been met and that such person is the Successor Trustee or Co-Trustee  
hereunder.

9. Tax Treatment. The STEPHEN EDWARD ROWAN AND  
JACQUELINE KAY ROWAN REVOCABLE LIVING TRUST DATED JULY 5,  
2022 complies with Treasury Reg. § 1.671-4(b). The Grantor is treated as the owner of all  
the assets of the Trust for tax purposes. As a result, for tax purposes this Trust passes  
through directly to the Grantor and the Trust will not use a separate tax identification  
number. Third parties must use the appropriate social security number and issue 1099s to  
such number, in the same manner as if the Trust did not exist. The Trust does not file a  
separate tax return on Form 1041, rather the Grantor includes all tax-related transactions  
on the personal Form 1040. In all respects Trust accounts should be treated as personal  
accounts, and they are in no event commercial in nature.

10. Authority of Trustee: Hold Harmless. There are no limitations of a Trustee  
to invest in any particular Security or type of Security. Any Trustee is authorized to  
borrow money and pledge trust assets as collateral. Any Trustee is authorized to open and  
maintain margin accounts and to buy and sell stocks and options. I agree to hold harmless  
and indemnify any third party who is damaged by acting in conformity with or in reliance  
on this Trust Certificate.

11. Disclosure of Trust Terms. One reason we elected to create the  
STEPHEN EDWARD ROWAN AND JACQUELINE KAY ROWAN  
REVOCABLE LIVING TRUST DATED JULY 5, 2022 is to assure privacy in the  
ultimate handling of our affairs and our estate. For this reason, we are providing this  
Trust Certificate and a copy of relevant sections of the Trust Agreement to you for your  
file. We certify that the attachment is a true and correct copy of that portion of the Trust.  
We agree that you may fully rely on this Trust Certificate.

WITNESS my signature this 5th day of July, 2022.

*[Signature]*  
STEPHEN EDWARD ROWAN  
*[Signature]*  
JACQUELINE KAY ROWAN

SUBSCRIBED AND SWORN TO before me on July 5, 2022.



*[Signature]*  
Notary Public  
My Commission Expires 8/6/24

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**RENTAL AGREEMENT FOR  
129 Ocean Wave Ave. Long Beach, MS 39560**

This Renter Agreement is made and effective between M & M Rentals and \_\_\_\_\_ regarding the property located at 129 Ocean Wave Ave. Long Beach, MS 39560. This Agreement applies to the Guest's stay at Rental Property from \_\_\_\_\_ to \_\_\_\_\_, but also applies to any other dates which may be included if the reservation is changed. This Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the renter agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest. In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions: -

Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests' obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site or the confirmation letter, without prior approval by Owner. No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. Violations of these rules are grounds for expedited eviction with no refund of any kind. Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes, should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification. **Guests will utilize the driveway for parking. There is no street parking allowed. Trash pickup is on Monday. Trash should not go to the street until Sunday, and should be picked up Monday once emptied.** In the event Guest wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable. The refund policy is as follows: Travelers who cancel at least 30 days before check-in will get back 100% of the amount they've paid. If they cancel between 14 and 30 days before check-in, they'll get back 50%. Otherwise, they won't get a refund. The full payment of \$5,475 will be collected upon signature of this contract, which



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includes a \$125 cleaning fee. All policies contained in this Agreement shall apply equally to payments made by credit card, check or cash and whether made via website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by check. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of god or nature. Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner. In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the phone, spa, hot tub, sauna, whirlpool tub, pool, exercise equipment, elevator, etc. except only such a personal injury caused by the gross negligence or intentional acts of the Owner. Owner may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately. Agreement shall be enforced under the laws of the state within which the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom he may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons. NOW, THEREFORE, in consideration of the mutual

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agreements and covenants herein contained, Guest has read and agreed to the following: I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity. I am over the age of 18 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk. I will abide by the rules and accept these rental conditions: The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period. I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not. I acknowledge receipt of the property in good order and condition (If found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented. I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume any and all responsibility for the minor children and myself in my charge. All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

# MINUTES OF JANUARY 25, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

\*\*\*\* REPRINTED FROM THE ARCHIVE. THE ORIGINAL TRANSACTION MAY INCLUDE ADDITIONAL FORMS \*\*\*\*



POLICY NUMBER: OF3229224

**SAFECO INSURANCE COMPANY OF AMERICA**  
Administrative office: 175 Berkeley St., Boston, MA 02116 (A stock insurance company.)  
**LANDLORD PROTECTION POLICY DECLARATIONS - BROAD FORM**

**INSURED:**  
JAKE PERCLE  
1041 MAGNOLIA RIDGE RD  
BOUTTE LA 70039-3231

**AGENT:**  
MAC COASTAL  
323 MINCHECK RD  
OCEAN SPRINGS MS 39564-5211  
TELEPHONE: 1-866-472-3326

**DESCRIBED LOCATION:**  
129 OCEAN WAVE AVE  
LONG BEACH MS 39560-6322

**POLICY PERIOD FROM:** DEC. 27 2023  
**TO:** DEC. 27 2024

**MORTGAGE SERVICING AGENCY:**  
NEWREZ LLC ISA00A/ATIMA  
PO BOX 7050  
TROY MI 48007-7050

**1ST MORTGAGEE:**  
NEWREZ LLC ISA00A/ATIMA

**OCCUPANCY:** TENANT

**LOAN NO.:** NOT AVAILABLE

COVERAGES FOR THIS LOCATION		LIMITS	DEDUCTIBLE	PREMIUM
A DWELLING	FIRE	\$ 200,000		\$ 509.00
	BROAD			691.00
B OTHER STRUCTURES	FIRE	\$ 20,000		INCL
	BROAD			
C PERSONAL PROPERTY	FIRE	\$ 20,000		\$ 33.00
	BROAD			84.00
D LOSS OF RENT, RENTAL VALUE, & ADDL LIVING EXP.		\$ 20,000		INCL
<b>INCLUDED:</b>				
ORDINANCE OR LAW COVERAGE		\$ 20,000		INCL
<b>OPTIONS:</b>				
H-PREMISES LIABILITY (EACH OCCURRENCE)		\$ 100,000		\$ 34.00
PERS. INJURY, WRONGFUL EVICTION, PRIVACY INVASION				INCL
MEDICAL PAYMENTS (EACH PERSON)		\$ 1,000		INCL
G-LOSS ASSESSMENT		\$ 1,000		\$ 4.00
<b>CREDITS:</b>				
ADVANCE QUOTE DISCOUNT				\$ -136.00
WIND OR HAIL EXCLUSION				INCL
TENANT SCREENING DISCOUNT 4%				\$ -54.00
<b>DEDUCTIBLES:</b>				
PROPERTY COVERAGES, EXCEPT AS OTHERWISE NOTED			\$ 2,500	
				<b>DWELLING ANNUAL PREMIUM \$ 1,165.00</b>

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:  
\$2.00 per installment for recurring automatic deduction (EFT)  
\$5.00 per installment for recurring credit card or debit card  
\$6.00 per installment for all other payment methods

This policy contains a flood exclusion. Flood coverage may be purchased separately from the National Flood Insurance Program, if available in your area.

This policy contains an earthquake exclusion. Contact your agent for information concerning the availability of earthquake coverage.

ORIGINAL

P-4200/EP 0/06  
G3

Page 1 of 1

DATE PREPARED DEC. 27 2023

\*\*\*\* REPRINTED FROM THE ARCHIVE. THE ORIGINAL TRANSACTION MAY INCLUDE ADDITIONAL FORMS \*\*\*\*



POLICY NUMBER: OF3229224

**SAFECO INSURANCE COMPANY OF AMERICA**  
**LANDLORD PROTECTION POLICY DECLARATIONS - BROAD FORM**  
CONTINUED

**POLICY FORMS APPLICABLE TO THIS POLICY:**  
P-4200/EP 9/06, P-4102/EP 7/08, CHO-1227/EP 11/89, P-4110/MSEP 7/09,  
P-3396/MSEP 5/99, P-4115/MSEP 7/09, P-4114/EP 4/18

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

\*\*\* REPRINTED FROM THE ARCHIVE. THE ORIGINAL TRANSACTION MAY INCLUDE ADDITIONAL FORMS. \*\*\*



**LANDLORD PROTECTION POLICY — BROAD FORM**

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P-4102/EP 7/06  
G2

\*\*\* REPRINTED FROM THE ARCHIVE. THE ORIGINAL TRANSACTION MAY INCLUDE ADDITIONAL FORMS. \*\*\*

**AGREEMENT**

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

**COVERAGES**

**THIS INSURANCE APPLIES TO THE DESCRIBED LOCATION, COVERAGES FOR WHICH A LIMIT OF LIABILITY IS SHOWN AND PERILS INSURED AGAINST FOR WHICH A PREMIUM IS STATED.**

**COVERAGE A — DWELLING**

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes;
2. structures attached to the dwelling other than fences, patios, driveways or walkways;
3. attached carpeting, built-in appliances, fixtures;
4. materials and supplies on or adjacent to the Described Location for use in the construction, alteration or repair of the dwelling or other structures on this Described Location; and
5. if not otherwise covered in this policy, building equipment used for the service of and located on the Described Location.

This coverage does not apply to land, including land on which the dwelling is located or retaining walls separated by a clear space from the dwelling.

**COVERAGE B — OTHER STRUCTURES**

1. We cover:

- a. fences, patios, driveways and walkways;
- b. other structures on the Described Location, separated from the dwelling by clear space, including other structures connected to the dwelling by only a fence, utility line, plumbing, or similar connection

This coverage does not apply to land, including land on which the other structures are located.

2. We do not cover other structures:

- a. used in whole or in part for commercial, manufacturing or farming purposes;
- b. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage; or
- c. grave markers, including mausoleums.

**COVERAGE C — PERSONAL PROPERTY**

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location.

**Property Not Covered. We do not cover:**

1. money, pre-paid cards or passes, monetary value carried on electronic chip or magnetic cards, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, platinum and pewterware. Silverware, goldware and pewterware include:
  - a. plateware, flatware, hollowware, tea sets, trays, trophies and the like,
  - b. other utilitarian items made of or including silver or gold, and
  - c. all items of pewterware;
2. jewelry, watches, furs, precious and semiprecious stones;

P-4102/EP 7/08

- 1 -

**MINUTES OF JANUARY 25, 2024  
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\*\*\*\* REPRINTED FROM THE ARCHIVE THE ORIGINAL TRANSACTION MAY INCLUDE ADDITIONAL FORMS \*\*\*\*



MAC COASTAL  
323 MINCHECK RD  
OCEAN SPRINGS MS 39564-5211

December 27, 2023

Policy Number: OF3229224  
24-Hour Claims: 1-866-472-3326  
Policy Service: 1-866-472-3328  
Online Account Services: www.safeco.com

**THIS IS NOT A BILL.**

JAKE PERCLE  
1041 MAGNOLIA RIDGE RD  
BOUTTE LA 70039-3231

Welcome to Safeco]

We believe insurance shouldn't be any more complex than it has to be. Welcome to an easier experience with Safeco.

Enclosed is your new Landlord Protection policy. Read it through carefully. It will give you a detailed description of the type and amount of your coverage, any deductibles (your out-of-pocket costs) that apply and the effective date of your policy. If, after reading your policy, you have any questions or want to find out about discounts that may apply to your policy, please call 1-866-472-3326.

The premium for your policy is \$1,165.00 for the December 27, 2023 to December 27, 2024 policy term. When you receive your billing statement, please review it carefully for the amount and date of your next payment. Please also verify that your requested payment method is correct.

You can un-complicate your bill paying experience by choosing our Automatic Deduction Payment Plan, which offers the convenience of monthly deductions from your checking account that can be scheduled any day of the month you like. Enroll in Automatic Deduction online at www.safeco.com.

For added convenience, visit www.safeco.com and make use of our automated services available to you including, but not limited to:

- Make a payment by online check, or credit card.
- Review your billing history.
- Change your billing due date.
- View your policy documents.
- Order a copy of your policy and/or insurance ID cards.
- Report to us a name change, or change of address.
- Review Safeco's Producer Compensation Disclosure.

For all other assistance please call your agent at 1-866-472-3326.

PLEASE SEE REVERSE  
**SAFECO INSURANCE COMPANY OF AMERICA**  
P O BOX 704000, SALT LAKE CITY, UT 84170

OC-429/EP 10/13

After discussion, Commissioner Glenn made motion, seconded by Commissioner Suthoff and unanimously carried recommending to approve the application as submitted.

\*\*\*\*\*

It came for discussion under new business, a Short-Term Rental for the property located at 118 Beach View Circle, Tax Parcel 0612E-03-071.000, submitted by Robert and Stacy LaCount (owners) and Lacey Webb (property manager), as follows:

MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

PROPERTY INFORMATION:  
ADDRESS: 118 Beach view Circle Tax Parcel # 0612E-03-071,000  
(Location of Short-Term Rental)

OWNER'S INFORMATION:  
Property Owner's Name: Robert + Stacy LaCount  
Property Owner's Address: 21338 Clara Pl. Sedro-Woolley Wa 98284  
Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: 360547-9688 City State Zip  
Email Address: rylacount@gmail.com

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

PROPERTY MANAGER INFORMATION:  
Property Manager's Name: Lacey Webb  
Property Manager's Address: (Must be a local contact)  
116 Mount Bass Long Beach MS 39560  
City State Zip

Property Manager's Phone No: 228 324 2344 Email Address: laceywebb25@gmail.com

- PLEASE PROVIDE THE FOLLOWING:
- Mississippi Sales Tax ID # not required. all rentals through AirBnB + VRBO
  - Recorded Warranty Deed ✓
  - Parking Rules & Plan ✓ They pay taxes
  - Trash Management Plan ✓
  - Copy of Proposed Rental Agreement
  - Proof of Liability Insurance, which includes short term rental coverage

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

AFFIDAVIT

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

Stacy LaCount PRINT NAME  
SIGNATURE DATE 01/30/2023

BELOW IS FOR OFFICE USE ONLY

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

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

Building Official Signature: [Signature] Date: 1/19/24  
Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

Date Received: 1-8-24  
Agenda Date: 1-25-24  
Amount Due/Paid: 250.00  
Payment Method: 5324

MINUTES OF JANUARY 25, 2024  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, Stacy LaCount, owner of the property located at 18 Beachview Cr, Tax Parcel 10012 E-03-071.000 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

signature

01/30/23

date

SCANNED



1st JUDICIAL DISTRICT  
Instrument 2022-0020182-3-11  
Filed/Recorded 08/13/2022 2:11:01 PM  
Total Fees 26.00  
3 Pages Recorded

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

Grantors:  
Dale P. Velez  
Cara J. Velez  
216 E Fifth Street  
Long Beach, MS 39560  
(604) 722-8951

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

Grantees:  
Stacy LaCount  
Robert Vaughan LaCount  
21388 Clara Place  
Sedro Woolley, WA 98284  
(360) 420-2345

File No. F220271N

INDEXING INSTRUCTIONS: Pt. of Lot 8, Beech View S/D, 1<sup>st</sup> 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, we, Dale P. Velez and Cara J. Velez, do hereby sell, convey and warrant unto Stacy LaCount and Robert Vaughan LaCount, 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 thereto 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 Dale P. Velez and Cara J. Velez, by instrument recorded in instrument No. 2021-13164-D-J1, Land Deed Records of 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) quitclaim 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 of 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.

WITNESS OUR SIGNATURES, on this the 4<sup>th</sup> day of August, 2022.

ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Dale P. Velez and Cara J. Velez, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 4<sup>th</sup> day of August, 2022.



Sarah Jeanfreau  
NOTARY PUBLIC

**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**118 BEACHVIEW CIRCLE, LONG BEACH MS 39560**

**ROBERT & STACY LACOUNT (OWNERS)**

Robert 360-547-9688

Stacy 360-420-2345

***rvlacount@gmail.com***



## Parking Plan

The property has a concrete driveway that holds 5-6 vehicles, including 2 covered spots. There is also street parking if needed at the end of the cul-de-sac. Lawn parking is not allowed



## Trash Management Plan

The guests will use the on-site trash cans. The property manager will bring cans to the street the night before pick up and return them to the carport the day of pick up.



## Rental Agreement

These are managed through AirBnb & VRBO. Both booking services provide additional insurance up to \$1,000,000. The companies also collect lodging taxes from the guests upon booking and these funds are sent to the state and local authorities.

*Average Nightly Fee: \$230*

*Cleaning Fee: \$185*

*PetFee: \$30*



## House Rules

- Maximum Guests: 8, must be 25 or older to rent
- Check In 3:00pm, Check Out 11:00am (custom door code given the day before)
- No Parties or Events Allowed
- Quiet Hours 10:00pm - 7:00am
- No smoking or vaping in the house.



**MINUTES OF JANUARY 25, 2024  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
AIRBNB RENTAL AGREEMENT**

I. **THE PARTIES.** This Airbnb Rental Agreement ("Agreement") made on \_\_\_\_\_, 20\_\_\_\_ between the following:

TENANT: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("Tenant"), and

LANDLORD: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("Landlord").

II. **THE PREMISES.** The Landlord agrees to lease the described property below to the Tenant, and the Tenant agrees to rent from the Landlord:

- a.) Mailing Address: \_\_\_\_\_  
 b.) Residence Type:  Apartment  House  Condo  Other: \_\_\_\_\_  
 c.) Bedroom(s): \_\_\_\_\_  
 d.) Bathroom(s): \_\_\_\_\_  
 e.) Other: \_\_\_\_\_

Hereinafter known as the "Premises."

III. **LEASE TERM.** The Tenant shall have access to the Premises under the terms of this Agreement for the following time period: (check one)

- **Fixed Term.** The Tenant shall be allowed to occupy the Premises starting \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_: \_\_\_\_  AM  PM and ending \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_: \_\_\_\_  AM  PM ("Lease Term").

- **Month-to-Month Lease.** The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on \_\_\_\_\_, 20\_\_\_\_, and ending upon notice of \_\_\_\_ days from either Party to the other Party ("Lease Term").

IV. **QUIET HOURS.** The Landlord requires: (check one)

- **No Quiet Hours.** There are no quiet hours. However, the Tenant must reside on the Premises with respect to the quiet enjoyment of the surrounding residents.

- **Quiet Hours.** Quiet hours begin at \_\_\_\_: \_\_\_\_  AM  PM each night and continue until sunrise. Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding residents.

iseAgreements.com

Page 1 of 5

V. **OCCUPANTS.** The total number of individuals staying on the Premises during the Lease Term shall be a total of \_\_\_\_ guests.

If more than the authorized number of guests listed above are found on the Premises, this Agreement will be subject to termination by the Landlord.

VI. **RENT.** The Tenant shall pay the Landlord:

- **Fixed Amount.** The Tenant shall be required to pay the Landlord \$\_\_\_\_\_ for the Lease Term ("Rent"). The Rent is due at the execution of this Agreement.

- **Monthly Amount.** The Tenant shall be required to pay the Landlord \$\_\_\_\_\_ in equal monthly installments for the Lease Term ("Rent") and due on the \_\_\_\_ of each month under the following instructions:

\_\_\_\_\_

First (1<sup>st</sup>) month's rent is due at the execution of this Agreement.

VII. **UTILITIES.** The Landlord shall be responsible for all utilities and services to the Premises EXCEPT for the following: \_\_\_\_\_

VIII. **SECURITY DEPOSIT.** The Tenant shall be obligated to pay the following amounts upon the execution of this Agreement: (check one)

- **No Security Deposit:** There is no deposit required for the security of this Agreement ("Security Deposit").

- **Security Deposit:** \$\_\_\_\_\_ ("Security Deposit"). The Security Deposit is for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Tenant must pay the Security Deposit at the execution of this Agreement. The Security Deposit shall be returned to the Tenant within the State's requirements after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

IX. **PETS.** The Landlord: (check one)

- **Does Not Allow Pets:** There are no pets allowed on the Premises. If the Tenant is found to have pets on the Premises, this Agreement and any Security Deposit shall be forfeited.

- **Allows Pets:** The Tenant shall have the right to have \_\_\_\_ pet(s) on the Premises with a maximum limit of \_\_\_\_ pounds per pet. For the right to have pet(s) on the Premises, the Landlord shall charge a fee of \$\_\_\_\_\_ that is  non-refundable  refundable unless there are damages related to the pet. The Tenant is responsible for all damage that

iseAgreements.com

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**MINUTES OF JANUARY 25, 2024  
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any pet causes, regardless of the ownership of said pet, and agrees to restore the Premises to its original condition at their expense.

- X. **PARKING.** The Landlord: (check one)
- **Shall provide** \_\_\_\_\_ parking space(s) to the Tenant for a fee of \$\_\_\_\_\_ to be paid  at the execution of this Agreement  on a monthly basis in addition to the rent. The parking space(s) are described as: [DESCRIBE PARKING SPACES]
- **Shall NOT** provide parking.
- XI. **FEES.** The Landlord requires the Tenant pays the following fees at the execution of this Agreement: (check all that apply)
- **Cleaning Fee:** \$ \_\_\_\_\_
- **Taxes:** \$ \_\_\_\_\_
- **Other:** \_\_\_\_\_ \$ \_\_\_\_\_
- **Other:** \_\_\_\_\_ \$ \_\_\_\_\_
- XII. **PARTY CLEANUP.** If the Premises qualifies for a "deep clean" due to the amount of "wear and tear" from a party or large gathering, a fee of \$\_\_\_\_\_ ("Party Cleanup Fee") shall be charged at the end of the Lease Term. The Party Cleanup Fee may be deducted from the Security Deposit.
- XIII. **SMOKING POLICY.** Smoking on the Premises is: (check one)
- **Prohibited.**
- **Permitted ONLY** in the following areas: \_\_\_\_\_
- XIV. **PERSON OF CONTACT.** The Landlord: (check one)
- **Does** have a manager on the Premises that can be contacted for any maintenance or repair at:
- Agent/Manager's Name: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_  
E-Mail: \_\_\_\_\_
- **Does not** have an agent/manager on the Premises, although the Landlord can be contacted for any emergency, maintenance, or repair at:
- Landlord's Name: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_
- iseAgreements.com Page 3
- E-Mail: \_\_\_\_\_
- XV. **SUBLETTING.** The Tenant: (check one)
- **Has** the right to sublet the Premises. Each subtenant is: (check one)
- required to be approved by the Landlord prior to occupancy.  
 not required to be approved by the Landlord.
- **Does not** have the right to sublet the Premises.
- XVI. **MOVE-IN INSPECTION.** Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant shall: (check one)
- **Inspect** the Premises and write any present damages or needed repairs on a move-in checklist.
- **Shall not** inspect the Premises or complete a move-in checklist
- XVII. **INSPECTION.** The Landlord has the right to inspect the Premises with prior notice as in accordance with State law. Should the Tenant violate any of the terms of this Agreement, the rental period shall be terminated immediately in accordance with State law. The Tenant waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenant shall vacate the Premises at the expiration time and date of this agreement.
- XVIII. **MAINTENANCE AND REPAIRS.** The Tenant shall maintain the Premises in a good, clean, and ready-to-rent condition and use the Premises only in a careful and lawful manner. The Tenant shall leave the Premises in a ready to rent condition at the expiration of this Agreement, defined by the Landlord as being immediately habitable by the next tenant. The Tenant shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Tenant agrees that the Landlord shall deduct costs of said services from any Security Deposit prior to a refund if Tenant causes damage to the Premises or its furnishings.
- XIX. **TRASH.** The Tenants shall dispose of all waste material generated during the Lease Term under the strict instruction and direction of the Landlord.
- XX. **QUIET ENJOYMENT.** The Tenant, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. The Tenant is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of this Agreement.

MINUTES OF JANUARY 25, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- XXI. LANDLORD'S LIABILITY. The Tenant and any of their guests hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss.
XXII. ATTORNEY'S FEES. The Tenant agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Landlord enforcing this agreement.
XXIII. USE OF PREMISES. The Tenant shall use the Premises for residential use only. The Tenant is not authorized to sell products or services on the Premises or conduct any commercial activity.
XXIV. ILLEGAL ACTIVITY. The Tenant shall use the Premises for legal purposes only. Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund of pre-paid Rent.
XXV. POSSESSIONS. Any personal items or possessions that are left on the Premises are not the responsibility of the Landlord. The Landlord shall make every reasonable effort to return the item to the Tenant. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Landlord shall be able to keep such items to sell or for personal use.
XXVI. GOVERNING LAW. This Agreement shall be governed and subject to the laws located in the jurisdiction of Premise's location.

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_
Print Name: \_\_\_\_\_
Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_
Print Name: \_\_\_\_\_
Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_
Print Name: \_\_\_\_\_

LeaseAgreements.com

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State Farm Fire and Casualty Company
A Stock Company With Home Offices In Bloomington, Illinois
Po Box 2356
Bloomington IL 61702-2356



AT1 H-09-1E7F-FAB3 F HW
LACOUNT, STACY & ROBERT
VAUGHAN
118 BEACH VIEW CIR
LONG BEACH MS 39560-5830

BALANCE DUE NOTICE

AMOUNT DUE: SEE NOTE
Payment is due by SEE NOTE

Policy Number: 24-BZ-Q116-5
Policy Period: 12 Months
Effective Dates: AUG 5 2023 to AUG 5 2024

Your State Farm Agent
BRAD DAY
224 W RAILROAD ST
LONG BEACH MS 39560-4500

Phone: (228) 863-8535

Location of Residence Premises
118 BEACH VIEW CIR
LONG BEACH MS 39560-5830

IMPORTANT MESSAGES

Full payment by Date Due continues this policy to AUG 5 2024
Note: A premium charge of \$19.30 is outstanding on this policy. This amount will be included on your next premium notice.

Thanks for letting us serve you!

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Prepared: DEC 29 2023

Please fold and tear here

Page 1 of 1
04.05.2016 161610021

Power To Pay Your Way icons: Online statefarm.com/pay, Mobile Use the State Farm mobile app, Call Automated Line: 800-440-0998, Mail Send us a check, Visit your State Farm agent

Key code: 38 2306 1750

HO - HOMEOWNERS



Insured Name: LACOUNT, STACY & ROBERT
Policy Number: 24-BZ-Q116-5

0909408019

AMOUNT DUE: SEE NOTE
Please pay by: SEE NOTE

Make payment to State Farm

For Office Use Only

Table with 2 columns: FIRE BAL DUE, 0801

# MINUTES OF JANUARY 25, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

State Farm Fire and Casualty Company  
A Block Company With Home Offices in Bloomington, Illinois  
P.O. Box 2388  
Bloomington IL 61702-2388



AT1 H-09-1E7F-FAB3 F HW  
LACOUNT, STACY & ROBERT  
VAUGHAN  
118 BEACH VIEW CIR  
LONG BEACH MS 39560-5830

### DECLARATIONS

AMENDED DEC 28 2023

AMOUNT DUE None

Payment is due by None

Policy Number: 24-BZ-Q116-5

Policy Period: 12 Months  
Effective Dates: AUG 5 2023 to AUG 5 2024  
The policy period begins and ends at 12:01 am standard time at the residence premises.

Your State Farm Agent  
BRAD DAY  
224 W RAILROAD ST  
LONG BEACH MS 39560-4500

Phone: (228) 863-8535

Roof Material: Composition Shingle  
Roof Installation Year: 2021

### HOMEOWNERS POLICY

Location of Residence Premises  
118 BEACH VIEW CIR  
LONG BEACH MS 39560-5830

Construction: Frame  
Year Built: 2021

#### Automatic Renewal

If the POLICY PERIOD is shown as 12 MONTHS, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

### IMPORTANT MESSAGES

Your policy is amended DEC 28 2023  
SECTION II COVERAGE LIMITS CHANGED

This policy contains a flood exclusion. Flood coverage may be purchased separately from the National Flood Insurance Program, if available in your area.  
This policy contains an earthquake exclusion. Contact your agent for information concerning the availability of earthquake coverage.

### PREMIUM

Endorsement Premium INCREASE \$ 19.30

Your premium has already been adjusted by the following:

- Home/Auto
- Utility Rating Cr
- Claim Record
- Loyal Customer

Prepared DEC 29 2023  
SFF 3000

Page 1 of 3



NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS
LACOUNT, STACY & ROBERT VAUGHAN	<b>Mortgagee</b> CMG MORTGAGE INC ISAOA ATIMA C/O CENTRAL LOAN ADMIN AND RPTG PO BOX 202028 FLORENCE SC 29502-2028
	Loan Number: 0183647379

### SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
A Dwelling	\$ 246,000
Other Structures	\$ 24,600
B Personal Property	\$ 24,600
C Loss of Use	\$ 73,800
<b>Additional Coverages</b>	
Arson Reward	\$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	\$1,000
Debris Removal	Additional 5% available \$1,000 tree debris
Fire Department Service Charge	\$500 per occurrence
Fuel Oil Release	\$10,000
Looks and Remote Devices	\$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount \$750 per item

### SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	\$ 300,000
Damage to the Property of Others	\$ 1,000
M Medical Payments to Others (Each Person)	\$ 1,000

### INFLATION

Inflation Coverage Index: 318.9

### DEDUCTIBLES

Section I Deductible	Deductible Amount
Other Losses 2 %	\$ 4,920
Hurricane 5%	\$ 12,300

### LOSS SETTLEMENT PROVISIONS

- A1 Replacement Cost - Similar Construction
- B1 Limited Replacement Cost - Coverage B

MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



24-BZ-Q116-5

FORMS, OPTIONS, AND ENDORSEMENTS

HW-2124	Homeowners Policy
HO-2276.1	Amendatory Endorsement
HO-2758	Hurricane Deductible
<del>HO-2440</del>	<del>Home Rental Endorsement</del>
HO-2444.2	Back-Up Of Sewer Or Drain - 5% of Coverage A \$ 12,300
Option JF	Jewelry and Furs \$1,500 Each Article/\$2,500 Aggregate
Option ID	Increase Dwig Up to \$ 49,200
Option OL	Ordinance/Law 10%\$ 24,600

Other limits and exclusions may apply - refer to your policy

Your policy consists of these Declarations, the Homeowners Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary of Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Michael J. Fagan*  
President

Prepared DEC 29 2023  
LHM:KMM

Page 3 of 3

HO-2440  
Page 1 of 1

**HO-2440 HOME RENTAL ENDORSEMENT (Homeowners)**

This endorsement modifies insurance provided under the following HOMEOWNERS POLICY  
This coverage applies while the residence premises is rented to others, either completely or in part, for exclusive use as a residence.

SECTION I - PROPERTY COVERAGES

COVERAGE A - DWELLING

Item 2.c.(3) is replaced by the following:

- 2. c. (3) rented either completely or in part, for exclusive use as a residence.

SECTION I - PROPERTY COVERAGES

COVERAGE B - PERSONAL PROPERTY

Item 2.g. is deleted.

HO 2440

SECTION I - LOSSES INSURED

COVERAGE B - PERSONAL PROPERTY

Item 9.b.(3)(a) is deleted.

SECTION II - EXCLUSIONS

Item 1.c.(1) is replaced by the following:

- 1. c. (1) to the rental of the residence premises:
  - (a) either completely or in part for exclusive use as a residence, or
  - (b) in part, as an office, school, studio, or private garage.

All other policy provisions apply.

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After discussion, Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried recommending to approve the application as submitted pending correction of the maximum number of parking spaces (3) in the proposed parking plan.

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**MINUTES OF JANUARY 25, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

APPROVED:

\_\_\_\_\_

Vice Chairman Shawn Barlow

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

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

Tina M. Dahl, Minutes Clerk