



Planning Commission
1018 Porter Avenue
Ocean Springs, MS 39564

Tuesday, August 8, 2023 @ 6:00 PM

1. Call Meeting to Order

2. Approval of Minutes

- a. Planning Commission Minutes July 11, 2023

3. Old Business

- a. 1303 Porter/ PID# 60137148.000- Dempsey Levi – Request permission to build on an historically-platted, legal, non-conforming lot.

4. New Business

- a. **PUBLIC HEARING:** 605 Kotzum Avenue / PID# 61190014.025 – Tina Sullivan – Request for a residential short- term permit.
- b. **PUBLIC HEARING:** 122 Booth Circle / PID#61133174.000 – Francisco Ferreiro-Sarduy - Request for a residential short-term rental permit
- c. **PUBLIC HEARING:** 401 Maginnis Avenue / PID# 61330016.000 – Jacqueline Locke – Request for a residential short-term rental permit.
- d. **PUBLIC HEARING:** 100 Winchester Drive / PID# 61087028.000 – Marisol Buckley – Request for a residential short-term permit.

5. General Public Comment

6. Commissioner's Forum

7. Adjourn

The Minutes of the City of Ocean Springs
Planning Commission
Tuesday, July 11, 2023

1. Call Meeting to Order

A meeting of the City of Ocean Springs Planning Commission was called to order by Vice Chairman Mathew Hinton at 6:00 p.m. on Tuesday, July 11, 2023. The members present were Marshall Johnson, Kevin O'Connell, Joey Conwill, Mike Davis, and Joseph McCormick. Also present were Carolyn Martin, Planning & Grants Administrator; Wade Morgan, City Planner; Will Norman, City Attorney; and Dawn Underwood, Planning & Grants Coordinator.

2. Approval of Minutes

a. June 13, 2023

A motion was made by M. Hinton and seconded by M. Johnson to recommend *approval of the minutes as presented*. The motion was unanimously carried.

3. Old Business None

4. New Business

- a. 1303 Porter/ PID# 60137148.000- Dempsey Levi – Request permission to build on an historically-platted, legal, non-conforming lot.

Deferred until August 8, 2023, meeting.

- b. 417 Woody Circle / PID# 61375094.000 – Craig Nelson & 415 Woody Circle / PID# 61375093.000 – Robert Otto Davis – Request vacation of city owned right away that is no longer in use between the parcels.

C. Martin presented the proposal, stated parcel was never developed, no plans to ever develop. M. Johnson motioned for, J. Conwill seconded, all in favor.

- c. **PUBLIC HEARING:** 710 General Pershing / PID# 60130170.000 – Aaron & Christina Thompson – Request to rezone R-2 (Single-Family Residential) to CMX-1 (Neighborhood Commercial/Mixed Use District)

W. Morgan presented the proposal for rezoning and noted that 3 emails were received.

J Conwill motioned for the emails to be accepted in the minutes, K. O'Connell seconded.

City Attorney W. Norman recused himself from item (C) Public Hearing.

Allen Stanfield, the applicant, described the reasons for the rezoning. Monica Ladd, owner of the Beauty Bar spoke in favor.

The following people spoke in opposition to the rezoning:
Joseph Galle, Samantha Bosio, and Julia Ilanne.

J. McCormick motioned to close the Public Hearing and M. Johnson then seconded the motion.

A motion was made by K. O'Connell to recommend denial of the rezoning due to lack of change in the neighborhood. J. McCormick seconded the motion, the motion passed with J. McCormick, M. Johnson, K. O'Connell, and M. Davis voting YES and J. Conwill voting NO.

This item will be readvertised for the BOA Public Hearing August 1, 2023, at 6:00 PM.

- d. PUBLIC HEARING:** 2109 Bienville Blvd / PID# 60120010.001, 60120010.000, 60120015.000 – Donovan Scruggs for Frederick Moreton II, Kelly Livingston & Judith Howell – Request to rezone R-1 (Low Density Single-Family District) to CMX-1 (Neighborhood Commercial/Mixed Use District).

Motion to open Public Hearing by K. O'Connell and seconded by J. Conwill.

W. Morgan presented the proposal and stated change has happened in this area.

Donovan Scruggs, the applicant's representative, presented a detailed report on the neighborhood's current zoning and changes in land use. He also described the need for the zoning change.

There were no public comments.

K. O'Connell motioned to close the Public Hearing; J. McCormick seconded.

K. O'Connell made a motion to recommend approval for the rezoning, J. McCormick seconded. The motion passed with all members voting YES.

5. General Public Comment: None

6. Commissioner's Forum

7. Adjourn

A motion was made by K. O'Connell and seconded by M. Davis to adjourn the meeting. The motion was unanimously carried.

DRAFT

CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415

PLANNING COMMISSION REPORT

PUBLIC MEETING DATE: August 8, 2023
(deferred from the July meeting by the applicant)

APPLICANT(S): Dempsey Levi
CURRENT OWNER? Yes No ✓
If No, - List Current Owner: Sandra W. Levi

LOCATION: 1303 Porter St., PID# 60130170.000

REQUESTED ACTION: Approval to Build on a Historically Platted Non-conforming Parcel

DATE OF APPLICATION: May 15, 2023

ADJACENT ZONING AND LAND USE:

Subject Property: R-2 Single Family Residential District – vacant parcel;
North and East: R-2 District – single-family dwellings
South: across Porter St., R-2 District – single-family dwellings.
West: across Russell Ave., R-2 district – single-family detached dwelling.

Property Size: 6,820 sq. ft. (56 ft. x 121.79 ft.)



DESCRIPTION OF REQUEST: to build a 2,584 sq. ft. dwelling on the parcel.

FINDINGS:

- The parcel is non-conforming to its R-2 zoning both in total area and width. The R-2 district requires a minimum area of 11,250 sq. ft. and a minimum width of 80 feet. This parcel is 6,820 sq. ft. in area and 56 feet wide.
- The site plan proposes a new dwelling of approximately 2,500 sq. ft. that complies with all building setback requirements. Parking is proposed off the Russell Ave. frontage.

CITY DEPARTMENT REVIEW COMMENTS:

▪ **PUBLIC WORKS DEPT.**

WATER DEPT. – no issues as long as the old tap works for this house. If not, a new tap can be made.

SEWER DEPT. – No problem with home. *Checking to see if existing sewer tap is good or will have to be replaced.*

DRAINAGE/STREETS - NA

OTHER FEEDBACK:

- None received.

SUMMARY: The site plan proposes a dwelling that complies with the minimum building setback distances and has sufficient off-street parking. Necessary utilities are available to the property.

POTENTIAL MOTION:

To recommend approval of construction on a historically platted, non-conforming lot at 1303 Porter St.



City of Ocean Springs Planning Department
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564
(228) 875-4415

LEGAL NON-CONFORMING APPLICATION

Application Fees:

Legal Non-Conforming: \$50.00 + \$1.00

(\$1.00 fee is per Ordinance 2022-17 effective 11/2022 following the requirements of Section 25-60-5 MS Code Annotated)

Application Date: 3/15/23 (Applications are due by the 7th of each month.)

Applicant Information

Address of Lot(s): 1303 PORTER ST.

Parcel ID(s): 60137148.000

- | | | | |
|---------------------|------------------------------------|-------|--------------------------|
| 1. Applicant: | <u>DEMPSEY LEVI</u> | Phone | <u>228-327-5384</u> |
| Address | <u>401 EAST BEACH DR. OS MS</u> | Email | |
| 2. Local Agent: | | Phone | |
| Address | | Email | |
| 3. Owner of Record: | <u>Sandra W. Levi</u> | Phone | <u>228-327-2910</u> |
| Address | | Email | |
| 4. Engineer: | <u>John Rhodes sr</u> | Phone | <u>228-438-4444</u> |
| Address | <u>3223 BACHMAN RD DIBERTIN MS</u> | Email | <u>JRSrmeb@gmail.com</u> |
| 5. Land Surveyor: | <u>ERIC MENKENNETT MS</u> | Phone | |
| Address | <u>PO BOX 4642 BILOXI 39535</u> | Email | |
| 6. Attorney: | | Phone | |
| Address | | Email | |

Property Information

1. Tax Map Designation: Section 30-7-8 Township: _____ Range: _____
2. Zoning of Lot(s): _____
3. Current lot area (sq. ft.) 7041 s/p

Reconfiguration Request

1. Describe the request (existing lot size, lot width, reason for request, etc.).

56'-0" X 124.79'
TO BUILT NEW HOME ON NON-CONFORMING LOT
SIZE OF 7000 SF LOT

2. Has Zoning and Adjustments Board granted any variance exceptions or special permits for this property?
☐ Yes ☒ No If so, please explain and state the date of approval: _____

3. Are there any easements filed for the property? NO

4. Is there access to public water and sewer lines? YES

LEGAL NON-CONFORMING COMPLIANCE CHECKLIST

This checklist to be completed by applicant and verified by City Planning Department.

Submittal Requirements The following must be included for a complete application package:

- ☒ Application
- ☐ Application Fee
- ☐ Vicinity map submitted, identifying lot(s) relationship to nearby parcels, roadways or other landmarks.
- ☐ Survey submitted, including all required information (see survey requirements)
- ☐ Evidence of ownership submitted (tax statement, deed, etc.)
- ☐ If corporate ownership, attach a list of all directors, officers, stockholders of each corporation owning more than 5% of any class of stock.
- ☐ Affidavit of Ownership and notarized signature submitted (attached)
- ☐ Adequate legal and physical access to all proposed lots is provided (no "land locked" parcels)
- ☐ Proposed development does not impair existing access, easements or public improvements.

Survey Requirements for Lot Split/Lot Reconfiguration

Information for Applicant, Items to be included in submittal:

- ☐ Date, north arrow and scale
- ☐ Parcel ID number(s)
- ☐ Existing and proposed lot lines, lot widths, lot areas, and any other lot dimensions
- ☐ Existing driveway(s), roads and road easements/rights-of-way
- ☐ Existing utilities, including any septic tanks or other private utilities
- ☐ All existing structures
- ☐ Setbacks from existing structures to existing and proposed property lines
- ☐ Location of any existing structures on the lots, with nature, location and dimensions
- ☐ Any existing and proposed utility or road easements

Affidavit of Ownership

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) DEMPSEY LEVI, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: DEMPSEY LEVI Sandra W. Levi

Parcel ID(s): 60137148.000

Date Property Acquired Date: _____

Book and Page of Each Conveyance: _____

Owner's Signature Sandra W. Levi Date 4/17/2023

STATE OF MISSISSIPPI

COUNTY OF JACKSON

I Amanda Moser, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

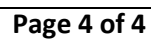
Mailing Address 1018 Porter Ave.
OS, MS 39564

Subscribed and sworn before me this 17th day of April 2023.

My commission expires June 8, 2024

 [Signature]
Notary Signature

ATTACHMENTS



CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415

**PLANNING COMMISSION REPORT
-- PUBLIC HEARING --**

PUBLIC HEARING DATE: Tuesday, August 8, 2023

APPLICANT: Tina Sullivan

LOCATION: 605 Kotzum Avenue / PID: 61190014.025

REQUESTED ACTION: Residential Short Term Rental Permit

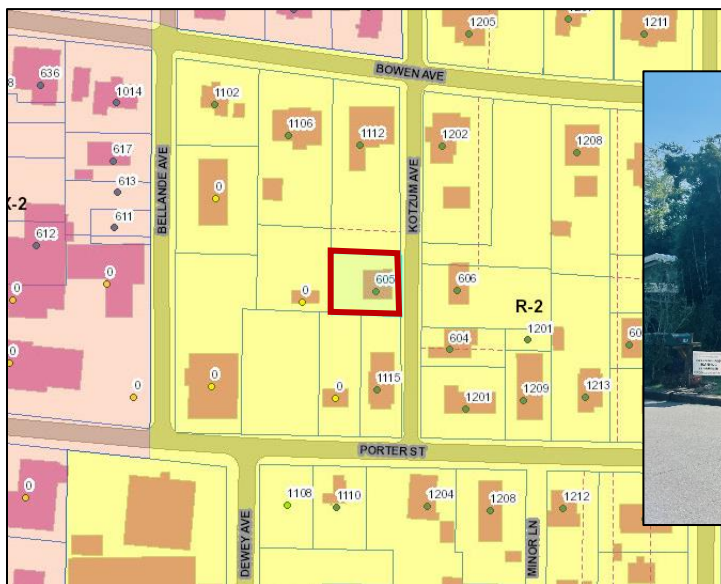
DATE OF APPLICATION: MARCH 28, 2022

ADJACENT ZONING/LAND USE:

Subject Property: R2, Single-Family Residential District
North, East, West, South: R2, Single-Family Residential District

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2021-05, 2021-25, and 2023-07, the application is for a short-term rental permit to allow usage for less than 30 days.
- Site Location: the property is located in the STR Density Zone, on the west side of Kotzum midway between Bowen Ave. and Porter Ave.



FINDINGS:

- Local Property Manager: The property owner will serve as the property manager. The owner lives at 1115 Porter Avenue, satisfying the residency requirement.
- Application: Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- Homeowner's Association: On the application form, the applicant indicated that this is not a covenant-restricted neighborhood with an active HOA. A search of Jackson County Land Records did not discover filed covenants for this subdivision. The MS Secretary of State's Office does not have an active HOA listed on their website.
- Liability Insurance: The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- Fee: The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- Notice via Standard Mail: The notice of public hearing was sent to 77 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- Publication: Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- Inspection: The property was inspected for all required elements on 6/22/23 and was approved. Inspection form is attached for review.
- Maximum Occupancy: The requested maximum occupancy of 6 was approved by the Fire Marshall during the above referenced inspection.
- Maximum Number of Vehicles: The request for a maximum number of 2 vehicles was approved by the Building Official during the above referenced inspection.
- Guest Rules: The rules were posted and visible during the property inspection.
- Code Violation Complaints: No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

No input was received.

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.

ATTACHMENTS as listed above:

City of Ocean Springs
Planning Department
P.O. Box 1800
Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

Office Use	
Date Received	_____
Received by	_____
App Fee Paid \$	_____ Chk or CC ?
	Chk # _____

RESIDENTIALLY-ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: 03/28/2022

Submittal Requirements:

- Completed Application
- Copy of Proposed Rental Agreement
- Proposed Parking Plan
- Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
- Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
- Fee of \$200 must be paid at the time application is submitted [includes occupancy inspection fee]. ~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~
- Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.
- PERMITS MUST BE RENEWED ANNUALLY AND ARE NOT TRANSFERRABLE.

REQUIRED INFORMATION:

- Address of Applicant Property: 605 Kotzum Ave
- Parcel Identification Number: 61190014.025 Number of bedrooms: 2
- Proposed maximum # guests: 6 Number of existing off-street parking spaces: 2
- ☐ Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ If yes, a letter of support from the HOA must be included with the application.

Name of Property Owner/Applicant	<u>Tina Sullivan</u>
Address	<u>1115 Porter Ave</u>
Phone No.	<u>662-251-3245</u>
Name of Local Property Manager	<u>Tina Sullivan - Will self manage.</u>
[Must RESIDE within two (2) miles of the OS City Limits] Address _____	
Phone No.	<u>662-251-3245</u>
Signature:	<u>Tina Sullivan</u>

Copy of Ordinance 2015-11 Received:	<u>TS</u> (initials)	Copy of Ordinance 2019-19 Received:	<u>TS</u>
Copy of Ordinance 2018-02 Received:	<u>TS</u> (initials)		

Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

.....

Affirmation of Codes/Regulations

I, (print name) Tina Sullivan, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is, to the best of my knowledge, in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Tina Sullivan

Parcel ID(s): 61190014.025

Date Property Acquired: _____

Owner's Signature Tina Sullivan Date 03/28/22

.....

Office Use Only

Date of Inspection: 6/22/23

Maximum Occupancy Determination: 6

Maximum Parking Spaces: 2

PC Public Hearing Date: 8/08/23

Result of Occupancy Inspection: PASSED
(attached)

Permit Renewal Date: _____

BOA Approval Date: _____

Revised 08/12/2020

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ADDRESS: 605 Kotzum Avenue iWorQ Permit#: 37666
Q 2264-0546



PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- | | |
|---|---|
| ☒ Type 2A 10BC Fire Extinguishers
(Maximum travel distance 75 ft.) | ☒ Adequate garbage receptacles |
| ☒ Emergency Lighting with battery backup | ☒ Smoke detectors in all bedrooms
and hallways. |
| ☒ Address on Building | ☒ Carbon monoxide detectors if there
is gas service. |
| ☒ Breaker Box needs to be labeled | ☒ Identified # of Bedrooms: <u>2</u> |
| ☒ Outlet and switch plate covers need to be
installed. (GFCI Circuits within 6 ft. of
water source) | ☒ Proposed # of Guests: <u>6</u> |
| ☒ No exposed wiring | Approved # of Guests per OSFD: <u>6</u> |
| ☒ Adequate emergency egress | |
| ☒ Operable windows in sleeping areas | ☒ Proposed # of vehicles: <u>2</u> |
| ☒ Guest rules (noise, garbage, etc.) must be
visibly posted. | Approved # of vehicles per OSFD: <u>2</u> |

Property Owner: Tina Sullivan Phone #: 662-251-3245
Contact Name: _____ Phone #: _____

.....
Date of Inspection: 6-22-23

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature] **Fire Marshal:** [Signature]
Property Owner: [Signature]

PUBLIC HEARING NOTICE

Residential Short-Term Rental



City of Ocean Springs, Mississippi
On the Mississippi Gulf Coast
Planning Department

THIS INFORMATION IS BEING SENT TO YOU AS PART OF THE PERMITTING PROCESS FOR A NEARBY PROPERTY.

Per adopted Code for the City of Ocean Springs, notice has been advertised in the MS Press Newspaper and copies are sent via Standard mail at the cost of the applicant.

PUBLIC NOTICE is hereby given that the City of Ocean Springs **PLANNING COMMISSION** will hold a **public hearing** on the date listed below to consider an application for a Short-Term Rental Permit per Ordinance no. 2015-11 governing the provision of Short Term Rentals of dwellings in residential zones after application, hearing, and approval.

Application for the address listed below will be considered in the regular meeting place of the Board of Aldermen at the City Hall located at 1018 Porter Avenue Ocean Springs, MS 39564.

Short-Term Rental Applied for: 605 Kotzum Avenue

Public Hearing Date/Time: August 8, 2023 at 6:00 p.m.

Applicant Tina Sullivan

Local Contact Tina Sullivan

The Residential Short-Term Rental Ordinance (2015-11) was approved on July 7, 2015. The ordinance was researched, modified, and re-approved on February 20, 2018, again on December 17, 2019, and again on December 7, 2021. This document addresses what the ordinance requires of an applicant, the process, and contact information for questions or concerns. For more details, please call the Planning Department at 228-875-4415.

Short-Term Rentals: Considered as less than 30 days. Conditions for permitting include an approval process, occupancy/vehicle requirements, guest registry, noise/garbage management, posting of rules, local management, and a process for complaints, basis for denial or revocation, and violations.

Frequently Asked Questions regarding Residential Short-Term Rental permits:

- 1) **Why am I receiving this information?** All property owners within 500 feet of the property requesting a permit are required to receive notification via standard mail. Additionally, the hearing was advertised in the local newspaper and a yard sign placed on the property. This notice was mailed to your address of record with the Jackson County Tax Assessor's office.
- 2) **What is allowed under a Short-Term Rental Permit?** Approval of the permit will allow the property owner to rent the residence for periods of less than 30 days at a time, governed by restrictions listed in the ordinance. The permit does not allow any other non-permitted activity.
- 3) **Who will be responsible for management of the property?** The property owner is ultimately responsible for all activity on the property. The Local Property Manager, if one is assigned, MUST reside within 2 miles of the city limits and be available 24/7 to address issues related to the property. The Planning Department will have a contact number in case of emergencies.
- 4) **Do the property owners pay sales tax for this activity?** Yes – the property owner will be issued a city privilege license that will allow them to register with the state for payment of sales tax, including the additional "bed tax" required for all hotel activity.
- 5) **What review has been done by the City?** The application, a \$200 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

- 6) ***What physical modifications were required for the home?*** Required life safety improvements include, but are not limited to, hard-wired smoke detectors (carbon monoxide if served by gas), emergency lighting for exits during power outages, properly functioning exits, current fire extinguishers, labeled fuse box, etc.
- 7) ***How will the maximum occupancy and number of vehicles be established?*** During the physical inspection, the Building Official and Fire Inspector assess the availability of space including sleeping areas and space for off-street parking. These maximums will be established prior to the public hearing and can be enforced during operation of the rental.
- 8) ***Where can I report code violations, disturbances, etc.?*** Just as you would with any residential occupant, if there are problems with noise, excessive vehicles, trash, or other intrusive behavior, the proper city officials should be notified. For life-threatening emergencies, dial 9-1-1 as you would with any type of residential occupancy. Documented complaints will be considered during the renewal process. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.

- a. Police: 228-875-2211 – noise, trespassing, other criminal activity
- b. Code Enforcement: 228-875-6712 – improper vehicle parking, improper trash storage
- c. Any other complaints can be forwarded to the Planning Department at 228-875-4415 or mailed to Attn: Planning Department, City of Ocean Springs, 1018 Porter Avenue, Ocean Springs, MS 39564

- 9) ***What is the process if the rules are not followed?*** If the City receives documentation that the property owners and/or tenants have violated the provisions set forth in the ordinance, or have met any other criteria that allows for revocation, written notice will be given to the property owner of the violation(s). If corrective action is not taken in the allotted time period, the permit can be revoked and citations issued.
- 10) ***How long is the permit valid?*** The Residential Short-Term Rental permit is an annual renewal. Once the initial permit is approved, the property will be inspected annually and complaint records reviewed prior to renewal. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.
- 11) ***Is the permit transferable to new owners?*** No. The permit is issued to the owner for that specific address. Permits are not transferrable to other owners or properties without the full approval process, including an advertised public hearing.
- 12) ***Is the approval process the same for properties in commercially zoned districts?*** The application itself is similar, but commercial properties do not require notice or public hearing.
- 13) ***What if the property has covenants that do not allow for short-term rentals?*** The ordinance requires that any application for a property with an active Homeowner's Association (HOA) must provide a letter from that HOA supporting the activity. If you are aware of such a restriction in your neighborhood, please notify the Planning Department at 228-875-4415. The permit will not be approved unless supported by an ACTIVE HOA where applicable.
- 14) ***Will the property owner be required to maintain renter information?*** Yes, the property owner must maintain a guest registry and provide to the city for review upon request.
- 15) ***Will the renters be informed of the rules and regulations that are included in the permit?*** Yes, part of the application and inspection includes provision of the rental agreement for review and posting of the house rules in a visible location within the home.

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SHORT-TERM RENTAL AGREEMENT

1. **PARTIES.** This Vacation (Short Term) Rental Agreement (hereinafter the "Agreement") entered on _____ is made between:
Guest Name: _____ (Hereinafter known as the "Guest") with a mailing address of _____
Guest mailing address: _____ AND
Landlord's name: _____ ("Hereinafter known as the "Landlord") with a mailing address of _____
Landlord's mailing address: _____ collectively referred to in this Agreement as the "Parties", hereby agree as follows:
2. **PREMISES.** The rental property, hereinafter known as the "Premises" is located at:
Property Address: _____.
3. **RENTAL TERM.** This term shall begin on __/__/____, at _____ ☐ AM ☐ PM ("Move-in" date) and end on __/__/____ at _____ ☐ AM ☐ PM ("Move-out" date). Together known as the "Rental Term".
4. **RENTAL RATE, FEES, DEPOSIT, & TOTAL.**
- a. **RENTAL RATE.** The total rent to be paid by the Guest to the Landlord throughout the term of this Agreement is equal to \$_____, equal to ___ days at \$_____ per day.
- b. **FEES & TAXES.** The Guest will be responsible for paying for the following expenses (check all that apply):
☐ - Cleaning fee: \$_____
☐ - Taxes: \$_____
☐ - Other _____ : \$_____
- c. **INITIAL DEPOSIT.** The Guest will be charged a ☐ Non-refundable ☐ Refundable (check one) deposit of \$_____ that is due ___ days prior to the check-in date. If Refundable, the Landlord shall return the deposit (less any damages and/or excessive cleaning) to the Guest within ___ days after the check-out date.
- d. **TOTAL DUE.** The Total Amount the Guest is responsible for paying for is:

eSign

Page 1 of 6

Rental costs: \$ _____

Cleaning fee: \$ _____

Taxes: \$ _____

Deposit: \$ _____

TOTAL: \$ _____

5. PAYMENT. Acceptable payment methods include:

- ☐ - Credit / Debit Card
- ☐ - Check
- ☐ - PayPal / Venmo (Send to: _____)
- ☐ - Other: _____

6. KEYS. All keys are to be picked up at the beginning of the Rental Term at Lockbox on site and shall be returned at the end of the Rental Term at Lockbox on site. It is strongly advised that the Guest test all keys upon Move-in.

7. PETS. The Guest is (check one):

- ☐ - Permitted to have ____ pet(s) on the Premises, ONLY consisting of _____ (write "all" if no pet restrictions).
- ☐ - NOT permitted to have pets of any nature on the Premises.

8. PARKING. The Guest (check one):

- ☐ - Is allotted ____ parking space(s). Location of the space(s): _____.
- ☐ - Is NOT allotted any parking spaces (Guest is limited to street or non-reserved parking).

9. TRASH DISPOSAL. Guest shall dispose of all waste during the rental term by the following means

_____.

10. CONTACT INFORMATION. The Guest can contact the following individual for questions or concerns during the Rental Term:

Landlord / Agent's Name: _____

Address: _____

Telephone: _____

Email: _____

eSign

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- 11. WAIVER.** No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.
- 12. CANCELLATION.** If Guest cancels their reservation within ten (10) days of the Move-in date, the Initial Deposit will be forfeited.
- 13. SUBLETTING.** The Guest shall not sublet the Premises without the written consent of the Landlord.
- 14. ENTRY.** The Landlord shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of any repair, modification, alteration, installation, or other reasonable action, so long they provide at least twenty-four (24) hours' notice to the Guest.
- 15. MAINTENANCE.** The Guest 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 Guest shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by proceeding guests. The Guest shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guest agrees that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.
- 16. OCCUPANCY LIMIT.** The rental rate is based upon a maximum occupancy of two (2) occupants per bedroom. Occupancy (having more than two persons per bedroom) is a serious violation and breach of Agreement, and the Landlord reserves the right to deny access or to have the premises vacated with no refund of monies.
- 17. NOTICES.** Any and all notices sent by the Landlord or the Guest to each other shall be sent to the addresses as located on the first page of the Agreement.
- 18. POSSESSION & SURRENDER.** Guest shall be entitled to possession of the Premises on the 1st day of the Rental Term. Upon termination of the Agreement, Guest shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.
- 19. JOINT AND SEVERAL.** If the Guest is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

eSign

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20. ATTORNEY'S FEES. Guest agrees to pay for all reasonable costs, attorney's fees, and expenses that result from the Landlord enforcing this Agreement.

21. REFUNDS. The Guest shall not receive a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions.

22. LIABILITY. The Landlord is not liable for any loss or damage to the personal property of the Guest or their guests, unless the loss is a direct result of the Landlord's action. The Guest is liable for the acts of anyone listed in this Agreement in addition to any guest that they should allow on the Premises. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

23. HAZARDOUS MATERIALS. The Guest agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, ammunition, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

24. ENTIRE AGREEMENT. This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Guest. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the termination of the Agreement.

25. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Mississippi.

26. LEAD BASED PAINT. The Premises (check one):

☐ - Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

☐ - Was not built prior to 1978.

27. ADDITIONAL PROVISIONS.

*
eSign

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IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: _____ Date: __/__/__

Printed Name: _____

Guest's Signature: _____ Date: __/__/__

Printed Name: _____

Guest's Signature: _____ Date: __/__/__

Printed Name: _____

eSign

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BOOKING CONFIRMATION

Hi _____,

We appreciate you choosing _____ for your stay. Please sign the attached lease agreement and deliver the required payment below to the listed address.

If you have any questions, don't hesitate to reach out!

Thank you,

PROPERTY INFORMATION

Street: _____ Unit: _____

City: _____ State: _____ ZIP: _____

RESERVATION INFORMATION

Check-in: ____ / ____ / ____ after ____ : ____ ☐ AM ☐ PM

Check-out: ____ / ____ / ____ before ____ : ____ ☐ AM ☐ PM

Number (#) of Adults: ____ Number (#) of Children (under 18): ____ # of Pets: ____

RATE & FEES

UPFRONT DEPOSIT: \$ _____ due ____ day(s) prior to Check-in.

Total booking time: ____ days @ \$ _____ / day = \$ _____

+ Cleaning fee: \$ _____

+ Misc. fee: \$ _____

+ Sales tax: \$ _____

- Upfront deposit: \$ _____

= TOTAL: \$ _____ Due before ____ / ____ / ____

Accepted payment methods: ☐ Cash ☐ Check ☐ Credit ☐ PayPal ☐ Venmo

eSign

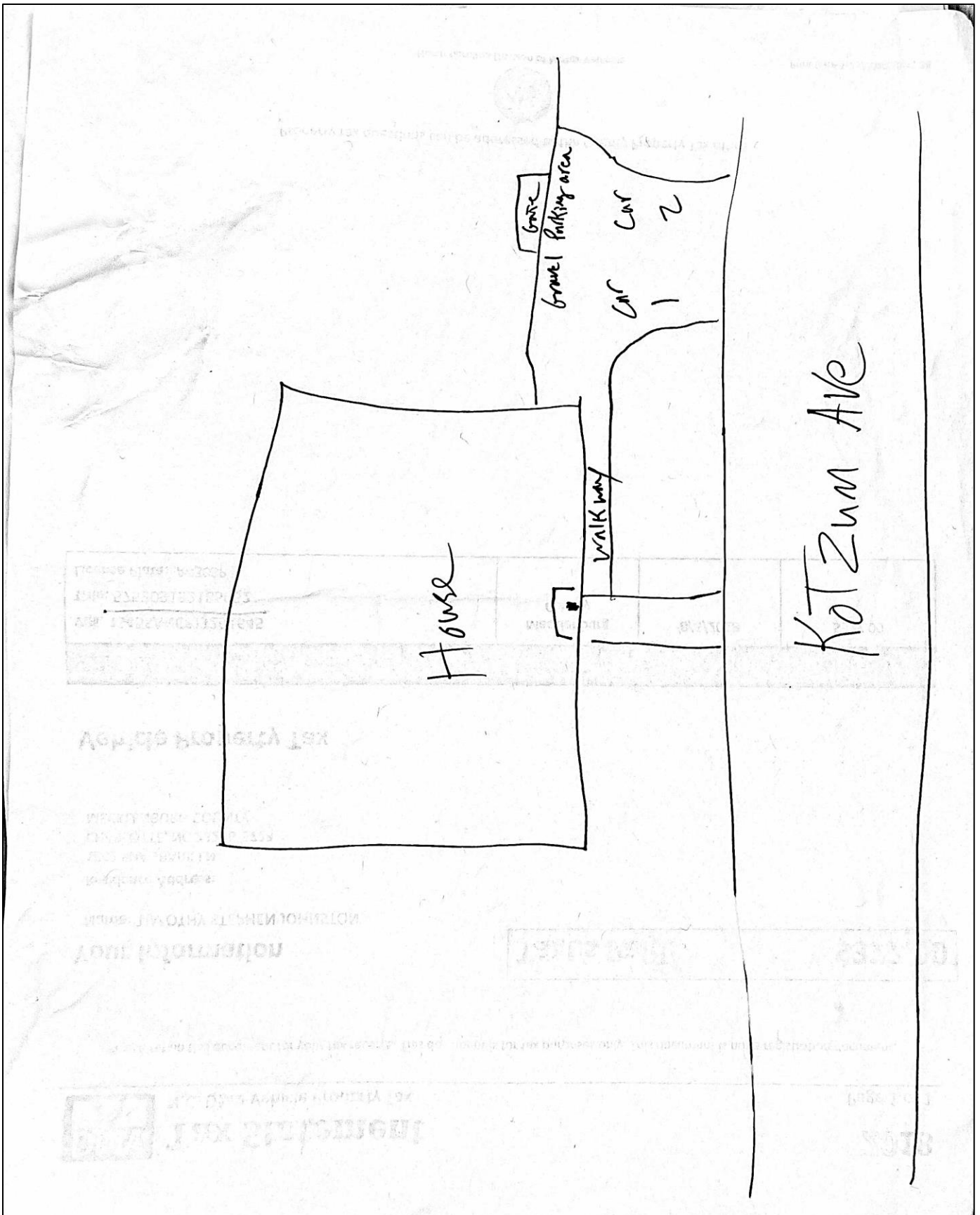
House Address: 605 Kotzum Ave

CHECK IN: 3pm

CHECK OUT: 10am

House Rules:

- Parking: driveway in front of house, 2 vehicles max; there is no on street parking
- No parties or events
- No smoking inside the house
- No unregistered guests allowed, max occupancy is 6 guests
- Please respect the noise curfew of 10 o'clock and abide the city noise ordinance (noise ordinance posted separately)
- Please take the trash out to the bins before you leave
 - o Bins can be moved to the street Tuesday night
 - o Trash is picked up early Wednesday morning
- Damage to property and furnishings will incur a fee if cost of repair extends beyond security deposit, the costs will be billed to guests and reported to Airbnb/VRBO
- Please report any damages and/or breakages in a timely manner
- Before checkout, please:
 - o Start dishwasher with any dirty dishes
 - o Hang wet towels
 - o Strip bed and leave sheets on top of bed



CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415

**PLANNING COMMISSION REPORT
-- PUBLIC HEARING --**

PUBLIC HEARING DATE: Tuesday, August 8, 2023

APPLICANT: Francisco Ferreiro-Sarduy

LOCATION: 122 Booth Circle / PID: 61133174.000

REQUESTED ACTION: Residential Short Term Rental Permit

DATE OF APPLICATION: May 23, 2023

ADJACENT ZONING/LAND USE:

Subject Property: R1, Single-Family Residential District
North, East, West, South: R1, Single-Family Residential District

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2021-05, 2021-25, and 2023-07, the application is for a short-term rental permit to allow usage for less than 30 days.
- Site Location:** the property is located in the City Area, on the east side of Booth Circle midway between Dijon Avenue and Timothy Lane.



FINDINGS:

- **Local Property Manager:** Jessica Fonte will serve as the property manager. With an address of 2721 N 6th Street, the requirement for residency within 2-miles of the city limit is satisfied.
- **Application:** Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- **Homeowner's Association:** On the application form, the applicant indicated that this is not a covenant-restricted neighborhood with an active HOA. A search of Jackson County Land Records did not discover filed covenants for this subdivision. The MS Secretary of State's Office does not have an active HOA listed on their website.
- **Liability Insurance:** The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- **Fee:** The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- **Notice via Standard Mail:** The notice of public hearing was sent to 65 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- **Publication:** Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- **Inspection:** The property was inspected for all required elements on 7/06/23 and was approved. Inspection form is attached for review.
- **Maximum Occupancy:** The requested maximum occupancy of 6 was approved by the Fire Marshall during the above referenced inspection.
- **Maximum Number of Vehicles:** The request for a maximum number of 3 vehicles was approved by the Building Official during the above referenced inspection.
- **Guest Rules:** The rules were posted and visible during the property inspection.
- **Code Violation Complaints:** No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

No input was received.

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.

ATTACHMENTS as listed above:



City of Ocean Springs Planning Department
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564 / (228) 875-4415

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: 05/31/23

Submittal Requirements:

FEES: \$501 ~ **Application Fee Effective 4/4/23** – \$500 must be paid at the time application is submitted [includes occupancy inspection fee]. ~ **Administrative Fee: \$1.00** (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)

- ☐ Completed Application
- ☐ Copy of Proposed Rental Agreement
- ☐ Proposed Parking Plan
- ☐ Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
- ☐ Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
- ☐ ~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~~
- ☐ Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.
- ☐ PERMITS MUST BE RENEWED ANNUALLY (\$500 renewal fee) AND ARE NOT TRANSFERRABLE.

REQUIRED INFORMATION:

- Address of Rental Property: 122 Booth Circle
- Parcel Identification Number: lot 143 Number of bedrooms: 3
- Proposed maximum # guests: 6 Number of existing off-street parking spaces: 3
- ☐ Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ **If yes, a copy of the covenants must be included.**

Name of Property Owner francisco ferreiro sarduy
Address of Property Owner 32 Embroidery st. sayreville nj 08872
Phone No. 2014918001
Name of Local Property Manager jessica fonte
[Must RESIDE within two (2) miles of the OS City Limits] Address 2721 N6th st. ocean springs MS
Phone No. 228 365 0731 Signature: FRANCISCO FERREIRO

Copy of Ordinance 2015-11 Received: ☒ (initials) Copy of Ordinance 2019-19 Received: ☒
Copy of Ordinance 2018-02 Received: ☒ (initials) Copy of Ordinance 2021-25 Received: ☒
Copy of Ordinance 2023-07 Received: ☒ (initials)

Revised 05/23/2023

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Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

.....

Affirmation of Codes/Regulations

I, (print name) Francisco Ferreiro-Sarduy, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Francisco Ferreiro-Sarduy

Parcel ID(s): lot 143

Date Property Acquired: 8/4/22

Owner's Signature FRANCISCO FERREIRO Date 5/31/23

.....

Office Use Only

Date of Inspection: 7/06/23

Result of Occupancy Inspection: PASSED

Maximum Occupancy Determination: 6

(attached)

Maximum Parking Spaces: 3

Permit Renewal Date: _____

PC Public Hearing Date: 8/08/23

BOA Approval Date: _____

Revised 05/23/2023

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ADDRESS: 122 Booth Circle iWorQ Permit#: 2620



PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- ☒ Type 2A 10BC Fire Extinguishers (Maximum travel distance 75 ft.)
- ☒ Emergency Lighting with battery backup
- ☒ Address on Building
- ☒ Breaker Box needs to be labeled
- ☒ Outlet and switch plate covers need to be installed. (GFCI Circuits within 6 ft. of water source)
- ☒ No exposed wiring
- ☒ Adequate emergency egress
- ☒ Operable windows in sleeping areas
- ☒ Guest rules (noise, garbage, etc.) must be visibly posted.

- ☒ Adequate garbage receptacles
- ☒ Smoke detectors in all bedrooms and hallways.
- ☒ Carbon monoxide detectors if there is gas service.
- ☒ Identified # of Bedrooms: 3
- ☒ Proposed # of Guests: 6

Approved # of Guests per OSFD: 6

- ☒ Proposed # of vehicles: 3

Approved # of vehicles per OSFD: 3

Property Owner: Francisco Ferreiro-Sarduy
Contact Name: Jessica Fonte

Phone #: 201-491-8001
Phone #: 228-365-0731

.....
Date of Inspection: 7-8-23

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature]
Property Owner: [Signature]

Fire Marshall: [Signature]

PUBLIC HEARING NOTICE

Residential Short-Term Rental



THIS INFORMATION IS BEING SENT TO YOU AS PART OF THE PERMITTING PROCESS FOR A NEARBY PROPERTY.

Per adopted Code for the City of Ocean Springs, notice has been advertised in the MS Press Newspaper and copies are sent via Standard mail at the cost of the applicant.

PUBLIC NOTICE is hereby given that the City of Ocean Springs **PLANNING COMMISSION** will hold a **public hearing** on the date listed below to consider an application for a Short-Term Rental Permit per Ordinance no. 2015-11 governing the provision of Short Term Rentals of dwellings in residential zones after application, hearing, and approval.

Application for the address listed below will be considered in the regular meeting place of the Board of Aldermen at the City Hall located at 1018 Porter Avenue Ocean Springs, MS 39564.

Short-Term Rental Applied for: 122 Booth Circle

Public Hearing Date/Time: August 8, 2023 at 6:00 p.m.

Applicant Francisco Ferreiro-Sarduy

Local Contact Francisco Ferreiro Sarduy

The Residential Short-Term Rental Ordinance (2015-11) was approved on July 7, 2015. The ordinance was researched, modified, and re-approved on February 20, 2018, again on December 17, 2019, and again on December 7, 2021. This document addresses what the ordinance requires of an applicant, the process, and contact information for questions or concerns. For more details, please call the Planning Department at 228-875-4415.

Short-Term Rentals: Considered as less than 30 days. Conditions for permitting include an approval process, occupancy/vehicle requirements, guest registry, noise/garbage management, posting of rules, local management, and a process for complaints, basis for denial or revocation, and violations.

Frequently Asked Questions regarding Residential Short-Term Rental permits:

- 1) ***Why am I receiving this information?*** All property owners within 500 feet of the property requesting a permit are required to receive notification via standard mail. Additionally, the hearing was advertised in the local newspaper and a yard sign placed on the property. This notice was mailed to your address of record with the Jackson County Tax Assessor's office.
- 2) ***What is allowed under a Short-Term Rental Permit?*** Approval of the permit will allow the property owner to rent the residence for periods of less than 30 days at a time, governed by restrictions listed in the ordinance. The permit does not allow any other non-permitted activity.
- 3) ***Who will be responsible for management of the property?*** The property owner is ultimately responsible for all activity on the property. The Local Property Manager, if one is assigned, MUST reside within 2 miles of the city limits and be available 24/7 to address issues related to the property. The Planning Department will have a contact number in case of emergencies.
- 4) ***Do the property owners pay sales tax for this activity?*** Yes – the property owner will be issued a city privilege license that will allow them to register with the state for payment of sales tax, including the additional "bed tax" required for all hotel activity.
- 5) ***What review has been done by the City?*** The application, a \$200 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

What physical modifications were required for the home? Required life safety improvements include, but are not limited to, hard-wired smoke detectors (carbon monoxide if served by gas), emergency lighting for exits during power outages, properly functioning exits, current fire extinguishers, labeled fuse box, etc.

8) ***Where can I report code violations, disturbances, etc.?*** Just as you would with any residential occupant, if there are problems with noise, excessive vehicles, trash, or other intrusive behavior, the proper city officials should be notified. For life-threatening emergencies, dial 9-1-1 as you would with any type of residential occupancy. Documented complaints will be considered during the renewal process. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.

- a. Police: 228-875-2211 – noise, trespassing, other criminal activity
- b. Code Enforcement: 228-875-6712 – improper vehicle parking, improper trash storage
- c. Any other complaints can be forwarded to the Planning Department at 228-875-4415 or mailed to Attn: Planning Department, City of Ocean Springs, 1018 Porter Avenue, Ocean Springs, MS 39564

10) ***How long is the permit valid?*** The Residential Short-Term Rental permit is an annual renewal. Once the initial permit is approved, the property will be inspected annually and complaint records reviewed prior to renewal. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.

12) ***Is the approval process the same for properties in commercially zoned districts?*** The application itself is similar, but commercial properties do not require notice or public hearing.

14) *Will the property owner be required to maintain renter information?* Yes, the property owner must maintain a guest registry and provide to the city for review upon request.

15) ***Will the renters be informed of the rules and regulations that are included in the permit?*** Yes, part of the application and inspection includes provision of the rental agreement for review and posting of the house rules in a visible location within the home.

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MISSISSIPPI RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter known as the "Lease" is entered into this ____ day of _____, 20____, by and between _____ with mailing address at 122 Booth Circle, Ocean Springs, MS, 39564 hereinafter known as the "Landlord" and _____, _____ hereinafter known as the "Tenant(s)."

WHEREAS, the Landlord desires to lease the Property defined herein under the terms and conditions as set forth herein; and

WHEREAS, the Tenant(s) desires to lease the Property defined herein from the Landlord under the terms and conditions set forth herein.

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

PROPERTY. The Landlord owns property and improvements located at _____ 122 Booth Circle, Ocean Springs, MS, 39564 (hereinafter referred to as the "Property").

LEASE TERM. This Lease shall commence on ____ day of _____, 20____, and end on ____ day of _____, 20____ (hereinafter referred to as the "Term"), unless otherwise terminated in accordance with the provisions of the Lease. Upon the end of the Term, Tenant shall vacate the Property and deliver the same to the Landlord unless:

- the Lease is formally extended by the Landlord and the Tenant in a writing signed by both parties; or
- the Landlord willingly accepts Rent from the tenant for a period beyond the original Term. Where the landlord accepts Rent for a period beyond the original Term, without a formal extension agreed to in writing by both parties, a month-to-month tenancy will be created.

RENT. The Tenant shall pay to Landlord the sum of \$_____ per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every ____ day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

- Late Rent.** If Rent is not paid within ____ days of the Due Date, the Rent shall be considered past due and a late fee of ☐ \$_____ or ☐ ____ % of the Rent past due shall be applied for every ☐ day Rent is late or ☐ occurrence Rent is late.
- Returned Checks.** In the event that a check intended as payment for Rent is dishonoured for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- Application of payments.** Whenever there are different sums owed by the Tenant to the Landlord, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any

notations or specifications made by the Tenant on the application of any payment paid to the landlord.

- D. **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a ____- day notice of the same from the Landlord to the Tenant.

SECURITY DEPOSIT. The Tenant shall handover to the landlord the amount of \$_____ as Security Deposit upon the execution of this Lease (the "Security Deposit"). The receipt of such Security Deposit is hereby acknowledged by the Landlord who undertakes to hold the same in compliance applicable laws, rules and regulations.

- A. **Deductions.** Upon the termination of the Lease, the Landlord may deduct the following from the Security Deposit:

- ☐ Unpaid rent;
- ☐ Late fees;
- ☐ Unpaid utilities
- ☐ Cost of repairs beyond ordinary wear and tear;
- ☐ Cleaning fee in the amount of \$ _____;
- ☐ Early Termination Fee
- ☐ Brokerage fees
- ☐ Others: _____.

- B. **Return.** The Security Deposit or the balance thereof shall be returned by the Landlord to the Tenant within ____ days after the termination of the Lease or in accordance with the applicable law on Security Deposit, whichever is sooner. In the event that the Landlord shall make any allowable deduction, the Landlord shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.

- C. **Tenant's Forwarding Address:** Upon vacating the Property any and all notices, communication and any other delivery may be made to the Tenant's forwarding address at:

USE OF PROPERTY. The Property as defined herein shall be for the sole and exclusive use and occupation by the Tenant(s) and same's exclusive family namely:

1. _____;
2. _____;
3. _____;
4. _____;
5. _____.

Any Guest(s) of the Tenant(s) shall not be allowed to stay beyond ____ days without the consent of the Landlord. The Property shall be used solely and exclusively as a residence and single-family dwelling. The Property or any part of it shall not be used for any business, profession, vocation or trade of any kind. The Tenant(s) undertakes to abide by any and all applicable laws, statutes and rules covering the Property.

CONDITION. The Tenant stipulates that The Property has been examined and that the Property is in good repair and is tenantable.

ASSIGNMENT. Under this Lease:

☐ **Subletting Not Allowed.** The Tenant acknowledges that this Lease is not transferrable and that the Tenant may not assign the Lease, any part of the Lease or any of the rights or obligations herein. The tenant shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Property or this Lease. Any license, assignment sublease or agreement in violation of this clause shall be null and void with not legal force whatsoever.

☐ **Subletting Allowed.** Tenant shall have the right to sublet and grant a license to other individuals to use the Property or any part thereof ☐ with / ☐ without the prior written consent of the Landlord. In the event the Tenant shall sublet the Property, notice shall be given to the Landlord within ____ days of the Subtenant(s) name and address. In the event the Subtenant(s) violates any portion of this Lease, all liability shall be held against the Tenant.

RIGHT OF ENTRY. The Landlord shall have the right to enter the Property during normal working hours by providing at least ____ hours' notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

ALTERATIONS AND IMPROVEMENTS. No alterations to or improvements on the Property shall be made by the Tenant without prior express consent of the Landlord to the same in writing.

- A. **Unauthorized Alterations or Improvements.** In the event that the Tenant shall undertake alterations or improvements relating to the Property in violation of this section the same shall be considered a material breach of this Lease putting the Tenant in default. The Landlord may, upon the Landlord's discretion, require the Tenant to undo the alterations or improvements and restore the Property to the its condition prior to any unauthorized alteration or improvement at the sole expense of the Tenant.
- B. **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Property without destroying or otherwise deteriorating the Property or any surface thereof shall, upon creation, become the Landlord's property without need for any further transfer, delivery or assignment thereof.

NON-DELIVERY OF POSSESSION. The Landlord shall deliver to the Tenant possession of the Property on or before the commencement of the Term of this Lease. Delay in the delivery of possession of the Property for any cause other than the fault or negligence of the Landlord shall cause the abatement of the Rent until the date until such time the possession is delivered. In any event, the possession of the Property must be delivered no later than ____ days after the commencement of the Term of this Lease and the Tenant agrees to accept the same until such date despite the delay. Failure of the landlord to deliver possession of the Property within

this period, shall automatically terminate the Lease. Upon such Termination, the Landlord shall return to the Tenant the Security Deposit, any advance rent and other sums not otherwise consumed on account of the Tenant never having occupied the Property such as, but not limited to cleaning fees if already collected. Thereafter the Parties shall have no further obligation to each other.

HAZARDOUS MATERIALS. Tenant shall not keep on the Property any item of a dangerous, flammable or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

UTILITIES. The Landlord shall provide the following utilities and services to the Tenant(s): _____. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

MAINTENANCE, REPAIR, AND RULES. The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Tenant, including but not limited to HVAC/air-conditioning units, plumbing fixtures (e.g., showers, bath tubs, toilets or sinks). For the entirety of the term of this Lease, the Tenant shall keep the property clean and in good repair. The Tenant shall:

- A. Comply with any and all rules or regulations covering the Property including but not limited to local ordinances, health or safety codes, those set forth in the Master Lease, and Condominium or Homeowner's associations, where applicable.
- B. Dispose of any and all waste properly.
- C. Not obstruct any structure intended for ingress, egress, passage or otherwise providing some type of access to, from or through the property.
- D. Keep all windows, balconies, railings and other fixtures or structures visible from outside of the property free from laundry at all times.
- E. Obtain consent of the Landlord prior to replacing or installing new deadbolts, locks, hooks, doorknobs and the like
- F. Refrain from all activities that will cause unreasonable loud noises, loud music, or otherwise unduly disturb neighbors and/or other residents. City noise ordinance in effect from 11pm through 8am daily.
- G. Must be 25 or older to rent.

PETS. Under this Lease:

☐ **Pets Allowed.** The Tenant shall be allowed to have ____ pet(s) on the Property consisting of ☐ Dogs ☐ Cats ☐ Fish ☐ Other _____ not weighing more than ____ ☐ pounds. The Landlord shall administer a fee of \$_____ per pet on the Property. Landlord shall be held harmless in the event any of the Tenant's pets cause harm, injury, death, or sickness to another individual or animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs Landlord may incur in removing or causing any animal to be removed.

☐ **Pets Not Allowed.** There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

TRASH PICK UP. Garbage and recycle pick up day is on Mondays. Schedule with the city for debris pick up.

QUIET ENJOYMENT. The Landlord warrants that the Tenant shall have quiet and peaceful enjoyment of the Property and hold the same free from molestation or interference from the Landlord or any other person or entity whose claim to the Property comes from the Landlord, subject to the terms and conditions of this Lease and compliance by the Tenant with the same.

INDEMNIFICATION. The Landlord shall not be liable for any injury to the Tenant(s) or any other persons or property entering the Property occurring within the Property during the Term of the Lease. Neither shall the Landlord be liable for any damage to the structure within which the Property is located or any part thereof. The Tenant hereby agrees to hold the Landlord harmless from and indemnify the Landlord for any and all claims or damage not arising solely from the Landlord's acts, omission, fault or negligence.

DEFAULT. In the event that the Landlord breaches any of the terms and conditions of this Lease or any applicable laws, rules or codes, the Tenant may avail of any of the remedies available under the law. In the event that the Tenant breaches or fails to comply with any of the terms and conditions of this Lease or any applicable laws, rules or codes the Landlord shall afford the Tenant ____ days to remedy or rectify the same. This period shall commence on the day the Tenant receives Notice of such breach or non-compliance with the request to rectify the same. If the Tenant fails to comply or rectify the breach or if the breach cannot reasonably be rectified or remedied, the Tenant shall be in default. Upon the Tenant's default, the Landlord may terminate the Lease by sending the notice of default and consequent termination of the lease to the Tenant and thereafter recover possession of the Property.

ABANDONMENT. In the event that the Tenant(s) abandons the Property the Landlord may declare the Lease terminated, recover possession of the Property, enter the premises, remove the Tenant's belongings and lease the same to another without incurring any liability to the Tenant for doing the same. In the event of the abandonment of the Property, the Landlord may recover from the Tenant unpaid rent until the Property is leased to another person or otherwise occupied by the Landlord or another under the Landlord's right.

ATTORNEYS' FEES. In the event that Landlord should require the services of an attorney, file a suit or resort to other procedures in order to compel the Tenant's compliance with the Tenant's obligations, the terms of this Lease or other applicable laws, rules or codes, the Tenant agrees to reimburse all expenses incurred by the Landlord in doing the same.

COMPLIANCE WITH LAW. The Tenant undertakes to comply with any and all Federal or state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Property and the Tenant's occupation and use thereof.

SEVERABILITY. Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

BINDING EFFECT. The terms, obligations, conditions and covenants of this Lease shall be binding on Tenant, the Landlord, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

NOTICE. All notices in relation to this Lease shall be delivered to the following addresses:

To the Tenant at the address:

_____;

and

To Landlord at the address:

_____.

PARKING. The Landlord:

☐ Shall provide ____ parking space(s) to the Tenant(s). The home has a 2 car garage. You can park ____3____ cars comfortably.

☐ Shall not provide parking.

EARLY TERMINATION. The Tenant(s):

☐ Shall have the right to terminate this Lease at any time by providing at least ____ days' written notice to the Landlord along with an early termination fee of \$____. During the notice period for termination, the Tenant(s) will remain responsible for the payment of rent.

☐ Shall not have the right to terminate this Lease before the end of the Term.

SMOKING POLICY. Smoking on the Property is:

☐ Permitted in the following areas: _____.

☐ Prohibited on the Property.

DISPUTES. If a dispute arises during or after the term of this Lease between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

EQUAL HOUSING. If the Tenant(s) possesses any impairment, mental or physical, the Landlord agrees to provide reasonable modifications to the Property in order to accommodate such impairments except in the case of modifications that would be too difficult or too expensive for the Landlord to provide. The Tenant(s) are encouraged disclose to the Landlord any impairment(s) that may be aided by reasonable modifications to allow the parties to identify the most beneficial modifications to the Property.

PROPERTY DEEMED UNINHABITABLE. If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Lease by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the property back to a livable condition in addition to any other losses that can be proved by the Landlord.

LEAD-BASED PAINT DISCLOSURE. If the Property or any part of it was constructed prior to 1978, the Landlord shall provide a disclosure of information on lead-based paint and/or lead-based paint hazards, the receipt of the same in the form entitled "LEAD-BASED PAINT DISCLOSURE" hereby acknowledged by the Tenant.

ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the Landlord and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Landlord and the Tenant in a written instrument signed by both parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease in multiple originals as of the undersigned date(s).

Landlord's Signature _____ Date _____
Print Name _____

Tenant's Signature _____ Date _____
Print Name _____

Tenant's Signature _____ Date _____
Print Name _____

Tenant's Signature _____ Date _____
Print Name _____

Tenant's Signature _____ Date _____
Print Name _____

RENTAL RULES

- **MAX # OF GUESTS: 6**
- **MAX # OF VEHICLES: 3**
- **QUIET HOURS AS PER CITY ORDINANCE**
WEEKDAYS (SUN TO FRI) BETWEEN 11PM TROUGH 8AM
WEEKENDS (FRI NIGHT THROUGH SUN MORNING
BETWEEN 11:59PM AND 8AM
- **TRASH AND RECYCLEABLES TO BE PUT OUT BY**
PROPERTY MANAGER JESSICA FONTE ON SPECIFIED
TRASH COLLECTION DATES.

PARKING PLAN

4 VEHICLES MAX-2 IN DRIVEWAY 2 IN GARAGE



CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415

**PLANNING COMMISSION REPORT
-- PUBLIC HEARING --**

PUBLIC HEARING DATE: Tuesday, August 8, 2023

APPLICANT: Jacqueline Locke

LOCATION: 401 Maginnis Avenue / PID: 61330016.000

REQUESTED ACTION: Residential Short Term Rental Permit

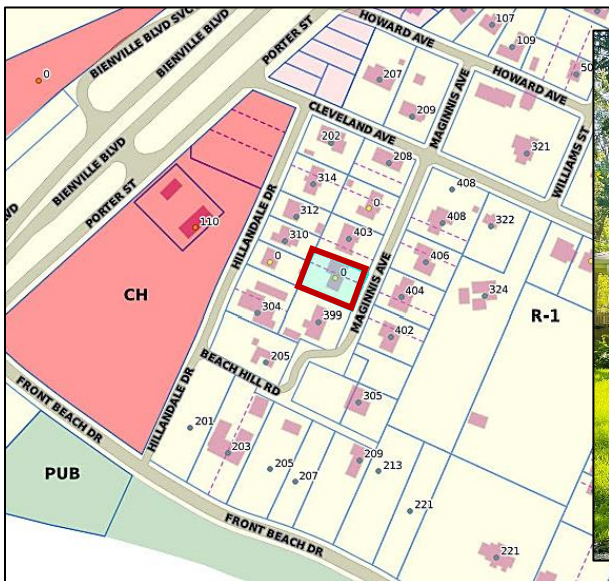
DATE OF APPLICATION: June 20, 2023

ADJACENT ZONING/LAND USE:

Subject Property: R1, Single-Family Residential District
North, East, West, South: R1, Single-Family Residential District

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2021-05, 2021-25, and 2023-07, the application is for a short-term rental permit to allow usage for less than 30 days.
- Site Location: the property is located in the STR Density Zone Area, on the west side of Maginnis Avenue midway between Cleveland Avenue and Beach Hill Road.



FINDINGS:

- **Local Property Manager:** Duane Carpenter will serve as the property manager. With an address of 123 Sherwood Circle, the requirement for residency within 2-miles of the city limit is satisfied.
- **Application:** Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- **Homeowner's Association:** On the application form, the applicant indicated that this is not a covenant-restricted neighborhood with an active HOA. A search of Jackson County Land Records did not discover filed covenants for this subdivision. The MS Secretary of State's Office does not have an active HOA listed on their website.
- **Liability Insurance:** The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- **Fee:** The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- **Notice via Standard Mail:** The notice of public hearing was sent to 46 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- **Publication:** Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- **Inspection:** The property was inspected for all required elements on 7/10/23 and was approved. Inspection form is attached for review.
- **Maximum Occupancy:** The requested maximum occupancy of 8 was reduced to 6 by the Fire Marshall during the above referenced inspection.
- **Maximum Number of Vehicles:** The request for a maximum number of 3 vehicles was approved by the Building Official during the above referenced inspection.
- **Guest Rules:** The rules were posted and visible during the property inspection.
- **Code Violation Complaints:** No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

One email in opposition was received from Mary Ballard – attached for reference.

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.

ATTACHMENTS as listed above:

DocuSign Envelope ID: FABC479D-7ECE-4768-B783-49D02DC3FA41



City of Ocean Springs Planning Department
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564 / (228) 875-4415

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: 06/20/2023

REQUIRED ATTACHMENTS:

FEES: \$501 ~ Application Fee Effective 4/4/23 – \$500 must be paid at the time application is submitted [includes occupancy inspection fee]. ~ Administrative Fee: \$1.00 (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)

- ☒ Completed Application
 - ☒ Copy of Proposed Rental Agreement
 - ☒ Proposed Parking Plan – Sketch
 - ☒ Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
 - ☒ Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
 - ☒ ~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~
- Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.
- PERMITS MUST BE RENEWED ANNUALLY (\$500 renewal fee) AND ARE NOT TRANSFERRABLE.

REQUIRED: RENTAL PROPRTY INFORMATION:

- Address of Rental Property: 401 Maginnis Ave, Ocean Springs, MS 39564
- Parcel Identification Number: 6-13-30-016.000 Number of bedrooms: 3
- Proposed maximum # guests: 8 Number of existing off-street parking spaces: 5
- Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ If yes, a copy of the covenants must be included.

PROPERTY OWNER – Name: Jacqueline Locke & Chad Carpenter	
Address: 401 Maginnis Ave, Ocean Springs, MS 39564	
Phone No. 305-878-7349	Email: jackie.locke@gmail.com
OWNER SIGNATURE: 	DocuSigned by: 
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name: Duane Carpenter	
Address: 123 Sherwood Circle, Ocean Springs, MS 39564	
Phone No. 228-324-7211	Email: Dcar1150rt@yahoo.com
Is the Property Manager OR the Owner the best contact for scheduling inspections? Choose One...	

Owner is best contact for inspections

Revised 06/16/2023

1 | Page

Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received JS (initials) Copy of Ordinance 2019-19 Received: JS CCCopy of Ordinance 2018-02 Received JS (initials) Copy of Ordinance 2021-25 Received: JS CCCopy of Ordinance 2023-07 Received: JS CC**Physical Inspection of Property:**

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

Affirmation of Codes/RegulationsI, (print name) Jacqueline Locke & Chad Carpenter, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Jacqueline Locke & Chad CarpenterParcel ID(s): 6-13-30-016.000Date Property Acquired: 10/03/2022Owner's Signature: Jacqueline Locke Date: Jun 20, 2023 | 5:50 PM PDTChad Carpenter Date: Jun 20, 2023 | 5:59 PM PDT**Office Use Only** 196218C31BEF41E...Date of Inspection: 7/10/23Result of Occupancy Inspection: PASSEDMaximum Occupancy Determination: 6

(attached)

Maximum Parking Spaces: 3

Permit Renewal Date: _____

PC Public Hearing Date: 8/08/23

BOA Approval Date: _____

ADDRESS: 401 Maginnis Avenue iWorQ Permit#: 2818



PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- ☒ Type 2A 10BC Fire Extinguishers (Maximum travel distance 75 ft.)
- ☒ Emergency Lighting with battery backup
- ☒ Address on Building
- ☒ Breaker Box needs to be labeled
- ☒ Outlet and switch plate covers need to be installed. (GFCI Circuits within 6 ft. of water source)
- ☒ No exposed wiring
- ☒ Adequate emergency egress
- ☒ Operable windows in sleeping areas
- ☒ Guest rules (noise, garbage, etc.) must be visibly posted.

- ☒ Adequate garbage receptacles
- ☒ Smoke detectors in all bedrooms and hallways.
- ☒ Carbon monoxide detectors if there is gas service.
- ☒ Identified # of Bedrooms: 3
- ☒ Proposed # of Guests: 8

Approved # of Guests per OSFD: 8

- ☒ Proposed # of vehicles: 5

Approved # of vehicles per OSFD: 5

Property Owner: Duane Carpenter
Contact Name: Jacqueline Locke

Phone #: 228-324-7211
Phone #: 305-878-7349

.....
Date of Inspection: 7-10-23

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature]
Property Owner: Jacqueline Locke

Fire Marshall: [Signature]

PUBLIC HEARING NOTICE
Residential Short-Term Rental



THIS INFORMATION IS BEING SENT TO YOU AS PART OF THE PERMITTING PROCESS FOR A NEARBY PROPERTY.

Per adopted Code for the City of Ocean Springs, notice has been advertised in the MS Press Newspaper and copies are sent via Standard mail at the cost of the applicant.

PUBLIC NOTICE is hereby given that the City of Ocean Springs **PLANNING COMMISSION** will hold a public hearing on the date listed below to consider an application for a Short-Term Rental Permit per Ordinance no. 2015-11 governing the provision of Short Term Rentals of dwellings in residential zones after application, hearing, and approval.

Application for the address listed below will be considered in the regular meeting place of the Board of Aldermen at the City Hall located at 1018 Porter Avenue Ocean Springs, MS 39564.

Short-Term Rental Applied for: 401 Maginnis Avenue

Public Hearing Date/Time: August 8, 2023 at 6:00 p.m.

Applicant Jacqueline Locke

Local Contact Jacqueline Locke

The Residential Short-Term Rental Ordinance (2015-11) was approved on July 7, 2015. The ordinance was researched, modified, and re-approved on February 20, 2018, again on December 17, 2019, and again on December 7, 2021. This document addresses what the ordinance requires of an applicant, the process, and contact information for questions or concerns. For more details, please call the Planning Department at 228-875-4415.

Short-Term Rentals: Considered as less than 30 days. Conditions for permitting include an approval process, occupancy/vehicle requirements, guest registry, noise/garbage management, posting of rules, local management, and a process for complaints, basis for denial or revocation, and violations.

Frequently Asked Questions regarding Residential Short-Term Rental permits:

- 1) ***Why am I receiving this information?*** All property owners within 500 feet of the property requesting a permit are required to receive notification via standard mail. Additionally, the hearing was advertised in the local newspaper and a yard sign placed on the property. This notice was mailed to your address of record with the Jackson County Tax Assessor's office.
- 2) ***What is allowed under a Short-Term Rental Permit?*** Approval of the permit will allow the property owner to rent the residence for periods of less than 30 days at a time, governed by restrictions listed in the ordinance. The permit does not allow any other non-permitted activity.
- 3) ***Who will be responsible for management of the property?*** The property owner is ultimately responsible for all activity on the property. The Local Property Manager, if one is assigned, **MUST** reside within 2 miles of the city limits and be available 24/7 to address issues related to the property. The Planning Department will have a contact number in case of emergencies.
- 4) ***Do the property owners pay sales tax for this activity?*** Yes – the property owner will be issued a city privilege license that will allow them to register with the state for payment of sales tax, including the additional "bed tax" required for all hotel activity.
- 5) ***What review has been done by the City?*** The application, a \$200 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

Booking Confirmation

Dear Guest(s), Thanks for booking our vacation rental. We hope you enjoy your stay!



Guests

Adults Children Pets



Check-in



Check-out



Address

City

State

Zip code

Phone number



Payment info

Nights

Price per night

Cleaning fee

Additional fee(s)

Taxes & fees

Deposit

Total due



Next steps

Please sign and return the attached rental agreement as soon as possible. Once we receive your payment in full, we will provide further instructions.

Thank you, we hope you have a fantastic stay!

Template made by LODGIFY

Disclaimer

This is a sample vacation rental agreement only. You should always seek the advice of an attorney before finalizing any legally binding document. Please ensure you review and update your agreement regularly in order to comply with changing local, state or federal laws. Complete and revise the information in this document as it pertains to your property and its rules, features, etc.
Please note: Lodgify does not accept any responsibility for the accuracy, content, completeness, legality or reliability of the information contained in this template. As such, Lodgify shall not be held liable for any loss or damage which may arise as a result of the use of this template.

Vacation Rental Agreement

This Vacation Rental Agreement is made by and between _____ (Homeowner)
and _____ (Guest) as of the date last set forth on the signature
page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged,
the parties hereby agree as follows:

1. Property

The vacation rental property is located at: _____ 401 Maginnis Ave, Ocean Springs, MS 39564

(e.g. appliances, amenities and other
provided items such as towels, linens,
sports equipment, etc.)

2. Maximum occupancy

The maximum number of guests is limited to _____ persons, including _____ children.
An additional charge of _____ per person per night for guests in addition to _____ will be
assessed.

3. Term of the lease

The vacation rental lease begins at _____ on _____ ("Check-in Date") and ends at
_____ on _____ (the "Check-out Date").

Failure to adhere to the check-out time may result in an additional late fee set at _____ unless
discussed in advance of the stay.

4. Minimum stay

This property requires a _____ night minimum stay. Longer minimum stays may be required
during holiday periods. If a rental is taken for less than _____ days, the guest will be charged the
_____ night rate.

5. Rental rules

Guest agrees to abide by the Rental Rules (attached to this agreement) at all times while at the property,
and shall cause all members of the rental party and anyone else Guest permits on the property to abide by
the following rules at all times while residing at the property.

Template made by  LODGIFY

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6. Access

Guest shall allow Homeowner access to the property for purposes of repair, inspection or emergency. Homeowner shall exercise this right of access in a reasonable manner by giving at least _____ hours notice (unless in case of emergency).

7. Rental rate and fees

A. Deposit: A deposit of _____ is due at least _____ days prior to the Check-in Date.

OPTION A.

The deposit is for security purposes and will be refunded within _____ days of the Check-out Date, provided no deductions are made due to:

- i. damage caused to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay

OPTION B.

The deposit is non-refundable and applied toward the rental fees.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

B. Rental Rate: Payment in full of the following fees shall be due within _____ days of the Check-in Date:

Nights	
Price per night	
Cleaning fee	
Additional fee(s)	
Taxes & fees	
Deposit	
Total due	

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8. Cancellation policy

If Guest wishes to cancel the reservation, the deposit will be refunded as follows:

% if canceled	days prior to the Check-in Date .
% if canceled	days prior to the Check-in Date .

The Homeowner may also be entitled to cancel the Guest stay if house rules are broken during rental period.

9. Insurance

We encourage all renters to purchase traveler insurance in case of unforeseen circumstances, accidents or other issues that may prohibit Guest from traveling or fulfilling rental terms.

10. Payment

Acceptable payment methods are: **credit card/PayPal/bank transfer**

All payments, unless otherwise specified, will be processed on my vacation rental website at the URL:

Manual PayPal requests will be made from the account with email address:

For other manual payments, please contact us directly to administer these.

Email address:

Phone number:

By my signature below, I hereby give permission to charge my credit card/PayPal account for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

Insert your signature

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The parties agree to the terms of this Vacation Rental Agreement, as evidenced by the signatures set forth below.



Homeowner

(Electronic or manual signature)

Name:

Date:

Phone Number:
(during the stay)



Guest

(Electronic or manual signature)

Name:

Date:

Phone Number:
(during the stay)

Insert your signature

Insert your signature

Template made by  **LODGIFY**

Disclaimer

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401 Maginnis Ave Ocean Springs – Short Term Rental House Rules

1. The maximum number of registered guests for this rental is 6. Registered guests include anyone who will be staying the night on the property.
2. Check in will be after 4:00PM. Check out will be before 11:00AM.
3. No parties or events allowed on the property.
4. Lock doors and windows when leaving the premise.
5. No smoking (of any kind) allowed on the property – indoors or outdoors.
6. No illegal substances allowed on the property.
7. Please be considerate of neighbors while staying.
8. Guests must park in the driveway. No more than (5) cars allowed for on-site parking.
9. If guests are planning to bring a boat, it must fit in the driveway (no street parking) with guest vehicles. RV Parking is not permitted.
10. Pets allowed with preapproval only. Guests are expected to clean up after their pets. Guests will be responsible for costs associated with any damage pets cause while staying.
11. Guests to bag and place trash in the provided on-site “Waste Pro” bins. The property manager will handle the weekly trash pickup.
12. Ocean Springs has a city-wide noise ordinance that all guests and visitors must abide by (ref Ocean Springs Ordinance No. 2012-04). Noise ordinance in effect as follows:
 - a. Weekdays (Sunday night – Friday morning) 11:00PM-8:00AM
 - b. Weekends (Friday night – Sunday morning) 11:59PM-8:00AM
 - c. No loud music
13. No more than 8 people on the property (i.e. # registered guests + # visitors). Registered guests are responsible for all actions of their visitors. If you have visitors while staying and the total number of people on the property will exceed 8 during the visit, it must be pre-approved by the hosts prior to visitor arrival. Under no circumstances are visitors allowed to stay the night.
14. If you re-organize furnishings to better suit your needs, please return them to their original location at the end of your stay.
15. If fishing during your stay, any fish cleaning must be completed at the docks. Fish cleaning is not permitted on the property.
16. Do not move, rearrange, or otherwise change the logs in the gas fireplace.
17. Guests are not permitted in the attic or the backyard storage shed.
18. Report any damage and/or breakages in a timely manner. A thorough home inspection is completed at the conclusion of every stay. Guests will be held financially responsible if excessive cleaning is required, if furnishings are permanently stained and/or if damage occurs during their stay.
19. If house rules are not followed, the property manager and/or owners reserve the right to end the stay immediately (i.e., prior to the end of the contracted reservation).

Check-In Procedure

1. Guests may self-check in using door keypad at any time after 4PM on the day of their reservation.

Check-Out Procedure

1. Place dirty dishes in the dishwasher.
2. Place used bath towels and beach towels on the floor in one of the bathrooms.
3. Bag all trash and place it in the appropriate “Waste Pro” bins (black = trash, green = recycling).
4. If your pet(s) have used the yard to do their business, use the provided doggie poop bags to clean poop before leaving. Place bagged poop in the black “Waste Pro” bin.
5. Guests are required to check out before 11AM on the last day of their reservation.

**MAGINNIS AVENUE
LOTS 13 AND 14, OAK BLUFF SUBDIVISION
OCEAN SPRINGS, MISSISSIPPI
PARCEL #0711M-01-018.000**

LEGAL DESCRIPTION
(DB 1744 PG 99)

Property situated in the County of Jackson, State of Mississippi, described as follows, to-wit: Lot 14 and South 1/2 of Lot 13, Resurvey of Lots 9-23, Oak Bluff Subdivision. Said parcel contains 11296 square feet or 0.26 acres.

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

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

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

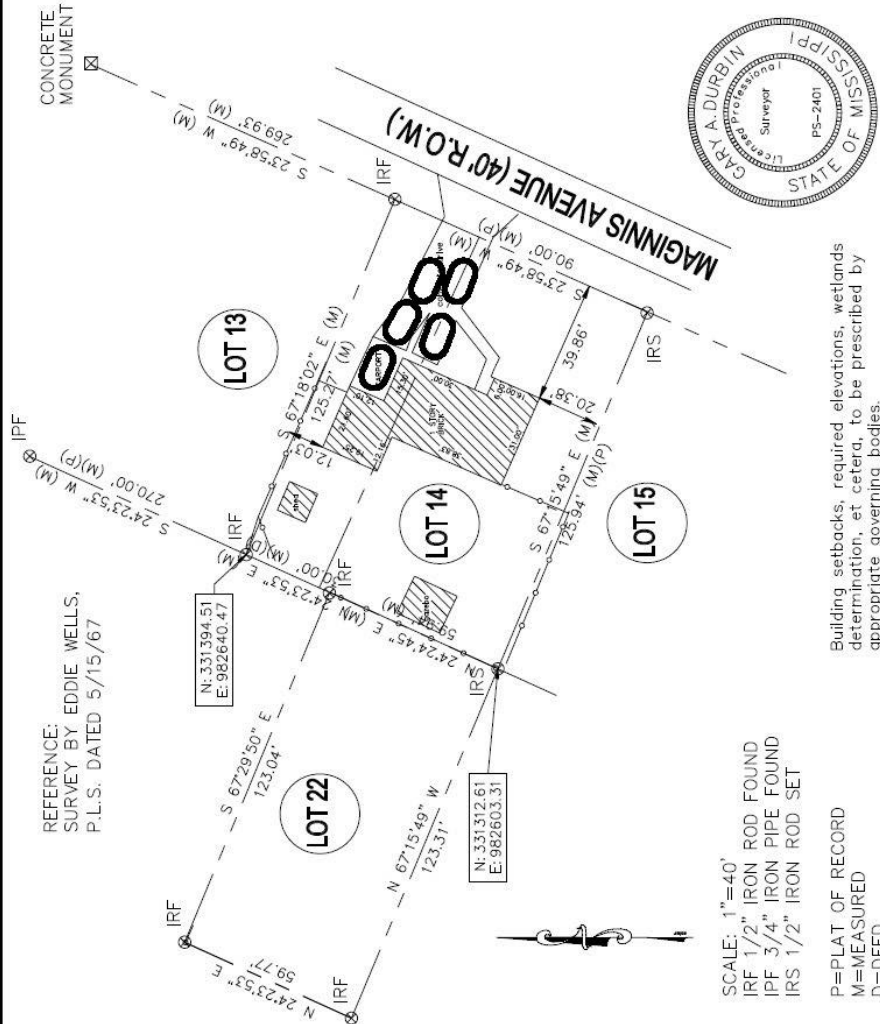
This property is situated in Zone "X" (0.2%) per FEMA Flood Insurance Rate Map, City of Ocean Springs, Jackson County, Mississippi, Community Panel Number 28059C-0287-G, Revised: 3/16/09.

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

Gary A. Durbin, P.L.S. 2401
January 23, 2023

JOB 20961

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



FROM: Mary Ballard, 405 Maginnis Ave

To: Ocean Springs Planning Commission

Re: Opposition to Residential Short-term Rental Application

Date: July 31, 2023

Residential short-term rentals commercialize the neighborhood. Residential short-term rentals drive current homeowners from the neighborhood. We are already losing one. The residential short-term rental begins an erosion of the neighborhood, erosion of long-standing relationships, erosion of long-standing investment. These formerly could only be done by the power of hurricanes. How can the 401 applicant be the contact person if she is to be out of town when rented. If the applicant at some point no longer has primary residence at 401 Maginnis does the application process start over and the waiting list? Is a residential short-term rental transferable owner to owner?

Mary Ballard

ENTERED ON: 7/31/23
BY: Dawn Underwood

CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415

**PLANNING COMMISSION REPORT
-- PUBLIC HEARING --**

PUBLIC HEARING DATE: Tuesday, August 8, 2023

APPLICANT: Marisol Buckley

LOCATION: 100 Winchester Drive / PID: 61087028.000

REQUESTED ACTION: Residential Short Term Rental Permit

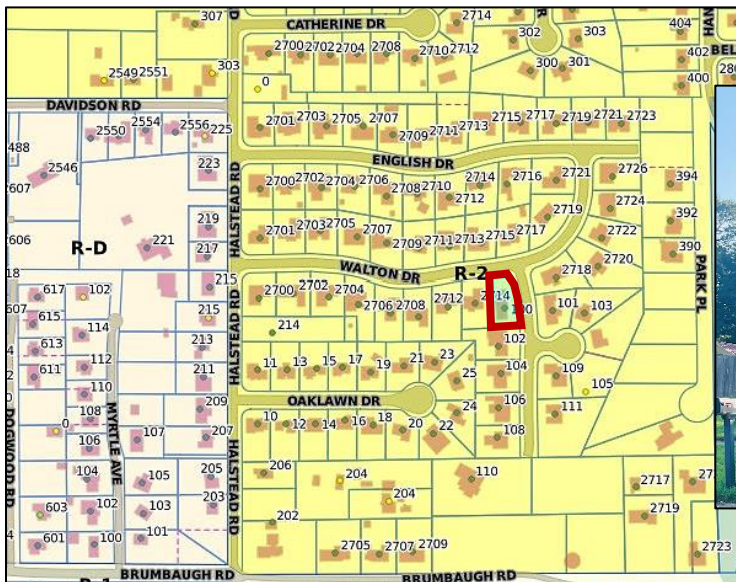
DATE OF APPLICATION: June 2, 2023

ADJACENT ZONING/LAND USE:

Subject Property: R2, Single-Family Residential District
North, East, West, South: R2, Single-Family Residential District

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2021-05, 2021-25, and 2023-07, the application is for a short-term rental permit to allow usage for less than 30 days.
- Site Location:** the property is located in the City Area, on the corner of Winchester and Walton Drive.



FINDINGS:

- **Local Property Manager:** The owner will serve as the property manager. With an address of 6101 Olde Oakview, the requirement for residency within 2-miles of the city limit is satisfied.
- **Application:** Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- **Homeowner's Association:** On the application form, the applicant indicated that this is not a covenant-restricted neighborhood with an active HOA. A search of Jackson County Land Records did not discover filed covenants for this subdivision. The MS Secretary of State's Office does not have an active HOA listed on their website.
- **Liability Insurance:** The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- **Fee:** The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- **Notice via Standard Mail:** The notice of public hearing was sent to 72 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- **Publication:** Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- **Inspection:** The property was inspected for all required elements on 7/05/23 and was approved. Inspection form is attached for review.
- **Maximum Occupancy:** The requested maximum occupancy of 8 was approved by the Fire Marshall during the above referenced inspection.
- **Maximum Number of Vehicles:** The request for a maximum number of 4 vehicles was approved by the Building Official during the above referenced inspection.
- **Guest Rules:** The rules were posted and visible during the property inspection.
- **Code Violation Complaints:** No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

One email in opposition was received from Gudrun Baker – attached for reference.

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.

ATTACHMENTS as listed above:



City of Ocean Springs Planning Department
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564 / (228) 875-4415

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: June 2, 2023

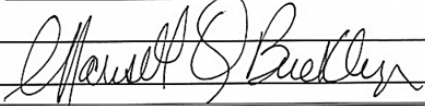
Submittal Requirements:

FEES: \$501 ~ **Application Fee Effective 4/4/23** – \$500 must be paid at the time application is submitted [includes occupancy inspection fee]. ~ **Administrative Fee: \$1.00** (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)

- ☒ Completed Application
- ☒ Copy of Proposed Rental Agreement
- ☒ Proposed Parking Plan
- ☒ Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
- ☒ Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
- ☒ ~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~
- ☒ Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.
- ☒ PERMITS MUST BE RENEWED ANNUALLY (\$500 renewal fee) AND ARE NOT TRANSFERRABLE.

REQUIRED INFORMATION:

- Address of Rental Property: 100 Winchester Drive, Ocean Springs, MS 39564
- Parcel Identification Number: 61087028.000 Number of bedrooms: 4
- Proposed maximum # guests: 8 Number of existing off-street parking spaces: 4
- ☐ Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ If yes, a copy of the covenants must be included.

Name of Property Owner Marisol Q. Buckley
Address of Property Owner 6101 Olde Oakview, Ocean Springs, MS 39564
Phone No. 281-948-9765
Name of Local Property Manager Marisol Q. Buckley (property owner)
[Must RESIDE within two (2) miles of the OS City Limits] Address 6101 Olde Oakview, Ocean Springs, MS
Phone No. 281-948-9765 Signature: 

Copy of Ordinance 2015-11 Received: ☒ (initials) Copy of Ordinance 2019-19 Received: ☒
Copy of Ordinance 2018-02 Received: ☒ (initials) Copy of Ordinance 2021-25 Received: ☒
Copy of Ordinance 2023-07 Received: ☒ (initials)

Revised 05/23/2023

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Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

.....

Affirmation of Codes/Regulations

I, (print name) Marisol Q. Buckley, hereby certify that:

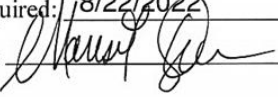
1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Marisol Q. Buckley

Parcel ID(s): 61087028.000

Date Property Acquired: 8/22/2022

Owner's Signature  Date 6/3/23

.....

Office Use Only

Date of Inspection: <u>7/05/23</u>	Result of Occupancy Inspection: <u>PASSED</u>
Maximum Occupancy Determination: <u>8</u>	(attached)
Maximum Parking Spaces: <u>4</u>	Permit Renewal Date: _____
PC Public Hearing Date: <u>8/08/23</u>	BOA Approval Date: _____

Revised 05/23/2023

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ADDRESS: 100 Winchester Drive iWorQ Permit#: 2648



PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- | | |
|--|--|
| ☐ Type 2A 10BC Fire Extinguishers
(Maximum travel distance 75 ft.) | ☐ Adequate garbage receptacles |
| ☐ Emergency Lighting with battery backup | ☐ Smoke detectors in all bedrooms
and hallways. |
| ☐ Address on Building | ☐ Carbon monoxide detectors if there
is gas service. |
| ☐ Breaker Box needs to be labeled | ☐ Identified # of Bedrooms: <u>4</u> |
| ☐ Outlet and switch plate covers need to be
installed. (GFCI Circuits within 6 ft. of
water source) | ☐ Proposed # of Guests: <u>8</u> |
| ☐ No exposed wiring | ☐ Approved # of Guests per OSFD: <u>8</u> |
| ☐ Adequate emergency egress | ☐ Proposed # of vehicles: <u>4</u> |
| ☐ Operable windows in sleeping areas | ☐ Approved # of vehicles per OSFD: <u>4</u> |
| ☐ Guest rules (noise, garbage, etc.) must be
visibly posted. | |

Property Owner: Marisol Buckley Phone #: 281-948-9765
Contact Name: Marisol Buckley Phone #: 281-948-9765

.....
Date of Inspection: 7/5/23

COMMENTS: _____

☒ **PASSED**

Building Official: *Daniel D. Smith* Fire Marshal: *David Cotton*
Property Owner: *Marisol Buckley*

PUBLIC HEARING NOTICE

Residential Short-Term Rental



THIS INFORMATION IS BEING SENT TO YOU AS PART OF THE PERMITTING PROCESS FOR A NEARBY PROPERTY.

Per adopted Code for the City of Ocean Springs, notice has been advertised in the MS Press Newspaper and copies are sent via Standard mail at the cost of the applicant.

PUBLIC NOTICE is hereby given that the City of Ocean Springs **PLANNING COMMISSION** will hold a **public hearing** on the date listed below to consider an application for a Short-Term Rental Permit per Ordinance no. 2015-11 governing the provision of Short Term Rentals of dwellings in residential zones after application, hearing, and approval.

Application for the address listed below will be considered in the regular meeting place of the Board of Aldermen at the City Hall located at 1018 Porter Avenue Ocean Springs, MS 39564.

Short-Term Rental Applied for: 100 Winchester Dr.

Public Hearing Date/Time: August 8, 2023 at 6:00 p.m.

Applicant Marisol Buckley

Local Contact Marisol Buckley

The Residential Short-Term Rental Ordinance (2015-11) was approved on July 7, 2015. The ordinance was researched, modified, and re-approved on February 20, 2018, again on December 17, 2019, and again on December 7, 2021. This document addresses what the ordinance requires of an applicant, the process, and contact information for questions or concerns. For more details, please call the Planning Department at 228-875-4415.

Short-Term Rentals: Considered as less than 30 days. Conditions for permitting include an approval process, occupancy/vehicle requirements, guest registry, noise/garbage management, posting of rules, local management, and a process for complaints, basis for denial or revocation, and violations.

Frequently Asked Questions regarding Residential Short-Term Rental permits:

- 1) ***Why am I receiving this information?*** All property owners within 500 feet of the property requesting a permit are required to receive notification via standard mail. Additionally, the hearing was advertised in the local newspaper and a yard sign placed on the property. This notice was mailed to your address of record with the Jackson County Tax Assessor's office.
- 2) ***What is allowed under a Short-Term Rental Permit?*** Approval of the permit will allow the property owner to rent the residence for periods of less than 30 days at a time, governed by restrictions listed in the ordinance. The permit does not allow any other non-permitted activity.
- 3) ***Who will be responsible for management of the property?*** The property owner is ultimately responsible for all activity on the property. The Local Property Manager, if one is assigned, **MUST** reside within 2 miles of the city limits and be available 24/7 to address issues related to the property. The Planning Department will have a contact number in case of emergencies.
- 4) ***Do the property owners pay sales tax for this activity?*** Yes – the property owner will be issued a city privilege license that will allow them to register with the state for payment of sales tax, including the additional "bed tax" required for all hotel activity.
- 5) ***What review has been done by the City?*** The application, a \$200 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

Short Term Rental Agreement

1. This agreement is between Marisol Q. Buckley ("Owner") and _____ ("Guest") for the short-term rental of the residential property located at 100 Winchester Drive, Ocean Springs, MS 39564 ("Property"). The Property is described as a four bedroom, three and one-half bath residential property located approximately 0.7 miles from East Beach in Ocean Springs, MS. The Property sits on approximately ½ acre with a fenced backyard and a private swimming pool, and is fully furnished including bed and bath linens, kitchenware, and basic toiletries. Wireless internet service is provided.
2. Owner will give Guest and up to 7 additional Registered Guests (collectively "Registered Guests") designated by Guest the full use and enjoyment of the Property in consideration of rent in the amount of \$_____ per day. Rental terms are as agreed by Guest using the Airbnb website to book the rental.
3. All Registered Guests must be identified to Owner in writing prior to check-in and are subject to the following restrictions:
 - a. Registered Guests will include:
 - i. (Renting Guest)
 - ii. _____
 - iii. _____
 - iv. _____
 - v. _____
 - vi. _____
 - vii. _____
 - viii. _____
 - b. No Registered Guest may be a person required by the laws of any U.S. state to register as a sex offender.

4. Rental of the Property is only for the use and enjoyment of Registered Guests, and any additional persons are not permitted on the property without the written consent of Owner.
5. The term of this rental agreement is ____ days. Requests for extension of the rental term must be made in writing to Owner and are not guaranteed unless approved by Owner. The total term of this rental agreement, including any extensions approved by Owner, may not exceed 30 days.
6. Use of the Property is subject to all rules and regulations provided in advance by Airbnb, as well as all House Rules, Pool Rules, and other rules posted by Owner inside the property including the City of Ocean Springs Noise Ordinance, §15-13 (collectively "Rules"). Violation of the Rules by any Registered Guest(s) may result in additional charges as explicitly noticed in the Rules.
7. No pets are allowed on the Property except certified canine service animals.
8. The Property is not wheelchair or handicapped accessible.

Agreed as to all terms:

Marisol Q. Buckley
Owner

Signature of Guest

Guest's Printed Name

Date

Welcome

House Rules

The following House Rules are in place to keep our property in great condition for our guests and to respect our neighbors. Violations of the House Rules may result in additional charges and fees and early termination of the rental agreement.

- ⇒ No parties or events allowed.
- ⇒ No pets.
- ⇒ No smoking or vaping on the property (\$300 cleaning charge).
- ⇒ No eating or drinking in the living room or bedrooms.
- ⇒ No wet or sandy clothing to be worn inside.
- ⇒ No shoes to be worn inside.
- ⇒ Do not rearrange furniture.
- ⇒ Do not leave young children unattended. Child safety gates are available upon request.
- ⇒ No unregistered guests allowed on the property.
- ⇒ Observe all Pool Rules. No glass containers in pool area.
- ⇒ Comply at all times with the Ocean Springs Noise Ordinance, §15-13.
- ⇒ MANDATORY QUIET TIME outdoors from 9 p.m. – 9 a.m. Please be considerate of the neighbors.
- ⇒ No unlawful or illegal activities.

Wifi

Network: Poseidon

Password: octopus!

Parking

- ⇒ Park only in the driveway. Engage your parking brake.
- ⇒ The garage is not available.

Noise Ordinance

The City of Ocean Springs strictly enforces a Noise Ordinance, §15-13. The Noise Ordinance is included in this binder and posted inside the property.

Camera Notice

This property has exterior security cameras. The pool area is your private space and is not covered, except for the narrow section around the fence gate.

Contacts

Host: Marisol

Contact: (281) 948-9765

Emergency: Dial 911

Your Address: 100 Winchester Drive

Pool Rules

The following Pool Rules are in place to keep our guests safe, to keep our property in great condition for future guests, and to respect our neighbors. Violations of the Pool Rules are taken seriously and may result in additional charges, fees, and early termination of the rental agreement.

- ⇒ **IF A CHILD IS MISSING, CHECK THE WATER FIRST.**
- ⇒ **NEVER** leave children unattended in the pool area or anywhere on the property. Stay within arm's reach of children at all times.
- ⇒ **NEVER** leave toys or floats in the pool if children are anywhere on the property.
- ⇒ **NEVER** enter the pool if you cannot swim.
- ⇒ **NEVER** swim alone.
- ⇒ **NO LIFEGUARD ON DUTY.** Orient yourself to the pool and all pool safety equipment before using the pool. No life jackets provided.
- ⇒ NO running or horseplay in the pool area.
- ⇒ NO unregistered guests in the pool area.
- ⇒ ABSOLUTELY NO parties or events.
- ⇒ NO glass containers in the pool area.
- ⇒ **MANDATORY QUIET TIME** outdoors from 9 p.m. – 9 a.m. Please be considerate of the neighbors. Comply at all times with the Ocean Springs Noise Ordinance, §15-13 (included in this binder and posted inside the property).

POLICE, FIRE, AND MEDICAL

Police, Fire & Medical Emergencies: Dial 911

Your Address: 100 Winchester Drive, Ocean Springs

Trash Management Rules

Trash management rules are in place to ensure a clean guest experience and to avoid attracting pests. Delegating these duties to you also allows us to give you increased privacy and autonomy during your stay. Thank you for your cooperation!

Trash Disposal

- ⇒ Bag all trash in the provided white trash bags and tie bags closed.
- ⇒ Place closed trash bags in the large trash can aside the garage.
- ⇒ Do not dispose of hazardous materials in the trash or recycling.

Trash Pickup

- ⇒ Trash Pickup Day is on Tuesday mornings.
- ⇒ If you are occupying the property on Monday night, please roll the large outside trash can to the street curb in front of the house.
- ⇒ If you are still occupying the property after the trash is picked up, please roll the trash can back to its place aside the garage.

Farewell

Check Out @11am

- Take out all trash and place it in the large trash can aside the garage (see Trash Management Rules in this binder). Trash pickup is on Tuesday mornings.
- Rinse all dishes. Load and start the dishwasher. Please do not put pots and pans in the dishwasher.
- Leave used towels on the floor in bathrooms or the laundry room. Please leave bed linens on the beds.
- Check all closets and drawers for personal items.
- Turn off all lights and TVs.
- Lock all doors.
- Please leave the house in the same condition you found it.

In Case of Damage or Breakage

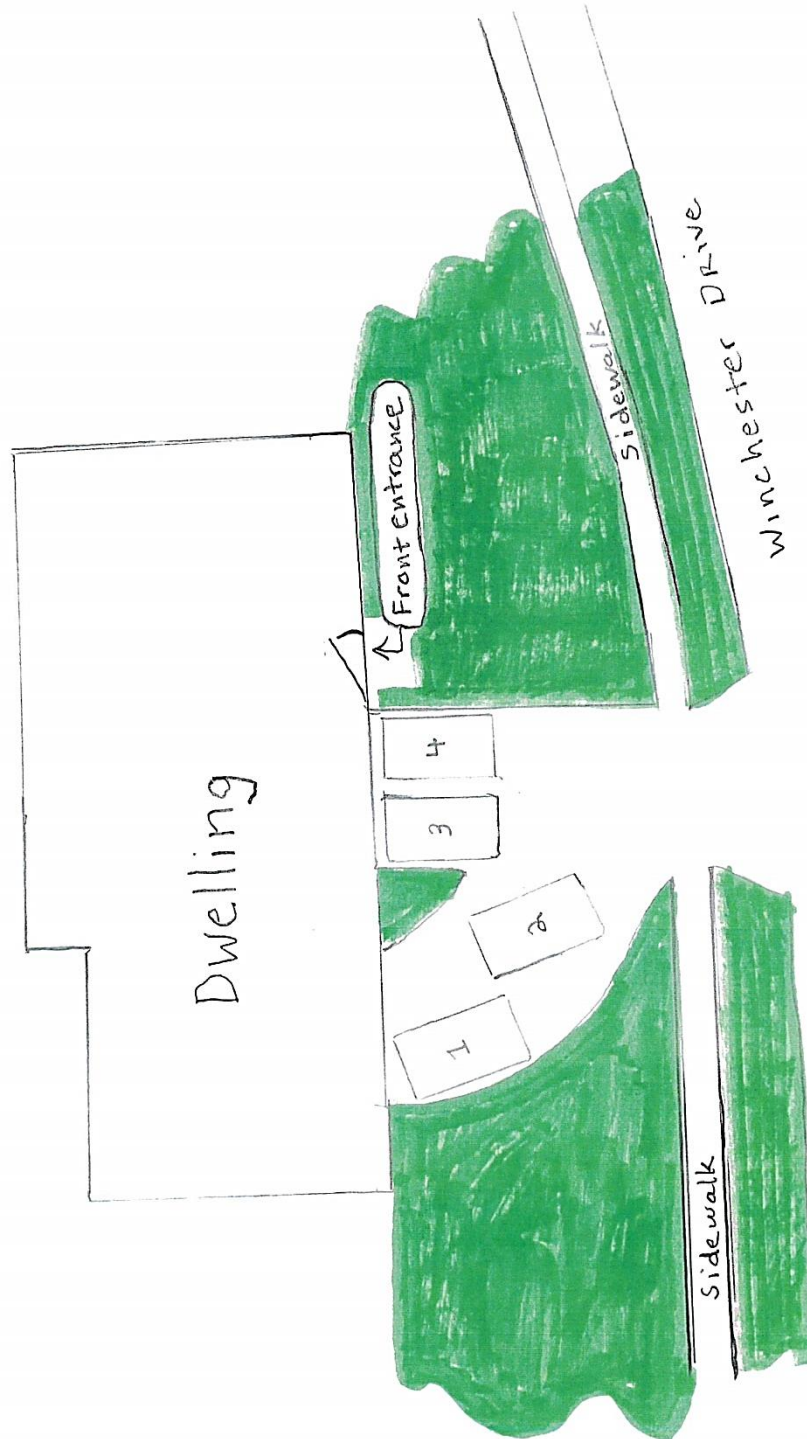
- Report any damages and/or breakages to the host in a timely manner.
- Damages exceeding the security deposit amount must be paid by guests and will be reported to Airbnb.

Safe Travels! And Please Leave Us a Review!

Thank you for visiting Ocean Springs! We hope you had a great time. If you enjoyed your experience, please consider leaving us a 5-star review. Please come back again in the near future! – Marisol



Parking Plan
100 Winchester DR.



From: Gudrun Baker
To: Dawn Underwood
Date: Thursday, August 03, 2023 4:48:00 PM

Short term rental for 100 Winchester Drive, Ocean Springs.

I oppose this property turning into a short term rental. I do not want a hotel next to my home. Not knowing who's coming and going is unsettling. I am a widow and live by myself. The pool and upper deck are right next to my bedroom. I do not want to lose the quality of life I enjoy now.