



Planning Commission
1018 Porter Avenue
Ocean Springs, MS 39564

Tuesday, December 12, 2023 @ 6:00 PM

1. Call Meeting to Order

2. Approval of Minutes

- a. November 14, 2023

3. Old Business

4. New Business

- a. **PUBLIC HEARING:** 131 Lafayette Circle / PID# 61380017.000 – Randall R. Godwin – Request for a residential short-term rental permit.
- b. **PUBLIC HEARING:** 294 Holcomb / PID# 61305174.000 - Jacob Jones – Request for a residential short-term rental permit.
- c. **PUBLIC HEARING:** 610 General Pershing / PID# 60130320.000 – Julie Thai – Request for a residential short-term rental permit.
- d. **PUBLIC HEARING:** 150 Booth Circle / PID# 61133137.000 – Francisco Ferreiro-Sarduy – Request for a residential short-term rental permit.
- e. **PUBLIC HEARING:** 126 Booth Circle / PID# 61133172.000 – Francisco Ferreiro-Sarduy – Request for a residential short-term rental permit.

5. General Public Comment

6. Commissioner's Forum

7. Adjourn

The Minutes of the City of Ocean Springs
Planning Commission
Tuesday, November 14, 2023

1. Call Meeting to Order

A meeting of the City of Ocean Springs Planning Commission was called to order by Chairman Andy Phelan at 6:00 p.m. on Tuesday, November 14, 2023. Members present were Matthew Hinton, Kevin O'Connell, Marshall Johnson, Michael Davis, Joey Conwill, and Joseph McCormick. Also present were City Planner Wade Morgan, Planning & Grants Administrator Carolyn Martin, Planning & Grants Coordinator Camille Anderson and City Attorney Will Norman.

2. Approval of Minutes

a. October 10, 2023

A motion was made by M. Hinton seconded by J. Conwill to accept the minutes as submitted. The motion was unanimously carried.

3. Old Business

None

4. New Business

a. **PUBLIC HEARING:** 1204 Londonderry Lane / PID# 61098239.000 - Michelle Renee King - Request for a residential short-term rental permit.

A motion was made by M. Davis seconded by K. O'Connell to go into public hearing. The motion was carried unanimously. C. Martin presented the application. Chairman Phelan asked if there was anyone in the audience who wished to comment on the request. There were none. A motion was made by M. Hinton seconded by K. O'Connell to come out of public hearing. The motion was carried unanimously. A motion was made by K. O'Connell seconded by M. Johnson to recommend approval of a Residential Short-Term Rental permit subject to annual renewal for 1204 Londonderry Lane. The motion was unanimously carried.

b. **PUBLIC HEARING:** 139 Watersedge Drive / PID# 61490018.000 - Aaron Goetsch - Request for a residential short-term rental permit.

A motion was made by M. Hinton seconded by J. Conwill to go into public hearing. The motion was carried unanimously. C. Martin presented the application. Chairman Phelan asked if there was anyone in the audience who wished to comment on the request. There were none. A motion was made by M. Davis seconded by K. O'Connell to come out of public hearing. The motion was carried unanimously. A motion was

made by J. Conwill seconded by K. O'Connell to recommend approval of a Residential Short-Term Rental permit subject to annual renewal for 139 Watersedge Drive. The motion was unanimously carried.

- c. **PUBLIC HEARING:** PID# 61473000.000, Northwest Corner of Front Beach Dr. and Martin Ave., The Sands at Front Beach. Request to rezone from R-1A Special Apartment District to the R-6 Residential District

A motion was made by M. Davis seconded by M. Hinton to go into closed session to determine if they need to go into executive session. The motion was carried unanimously. A motion was made by J. Conwill seconded by M. Hinton to go into executive session to discuss litigation. The motion was carried unanimously. The PC members left the Board room to discuss litigation, then returned. A motion was made by K. O'Connell seconded by J. McCormick to come out of executive session. The motion was carried unanimously. A motion was made by M. Hinton seconded by J. McCormick to go into public hearing. The motion was carried unanimously. W. Morgan presented the application. Applicant's attorney, R. Schwartz, discussed rezoning with Planning Commission and gave them a packet containing information on the property and changes in the area. A motion was made by M. Hinton seconded by M. Davis to accept the packet into the minutes. The motion was carried unanimously. W. Guice, attorney for the plaintiff, spoke about the settlement agreement that had recently been accepted by the parties in the suit. Mark Garriga spoke in opposition to The Sands. Robert Lewis of 415 Ruskin gave his opinion on this rezoning. A motion was made by M. Hinton seconded by M. Davis to come out of public hearing. The motion was carried unanimously. The Planning Commission discussed the merits and other relevant information on the rezoning. A motion was made by J. Conwill seconded by M. Davis to recommend approval of rezoning 265 Front Beach Drive from R-1A Special Apartment District to R-6 Residential District based on changes in the neighborhood since 2005 and the overall need for the type of housing permitted by the proposed R-6 district. The motion passed 6-1, with J. McCormick opposing.

- d. **PUBLIC HEARING:** PID# 61473000.000, Northwest Corner of Front Beach Dr. and Martin Ave., The Sands at Front Beach. Request Outline Plan and Final Plan approval of a Planned Unit Development (PUD) consisting of 31 detached dwelling units and common open space.

A motion was made by M. Hinton seconded by K. O'Connell to go into public hearing. The motion was carried unanimously. W. Morgan presented the application, discussed with Planning Commission. R. Schwartz, attorney for the applicant, discussed plan with Planning Commission. W. Guice, plaintiff's attorney, said they have no objection to the plan. A motion was made by M. Davis seconded by K. O'Connell to come out of public hearing. The motion was carried unanimously. A motion was made by J. Conwill seconded by M. Hinton to recommend approval of the outline plan and final plan of a Planned Unit Development consisting of 31 detached dwelling units and common open space at 265 Front Beach Drive subject to the City comments listed in the report. The

motion was carried unanimously.

5. General Public Comment

None

6. Commissioner's Forum

K. O'Connell spoke about why he voted to approve the Sands development, but he sees a trend in Ocean Springs starting to get more dense.

7. Adjourn

A motion was made by M. Hinton seconded by K. O'Connell 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 HEARING --**

PUBLIC HEARING DATE: Tuesday, December 12, 2023

APPLICANT: Randall R. Godwin

LOCATION: 131 Lafayette Circle / PID: 61380017.000

REQUESTED ACTION: Residential Short Term Rental Permit

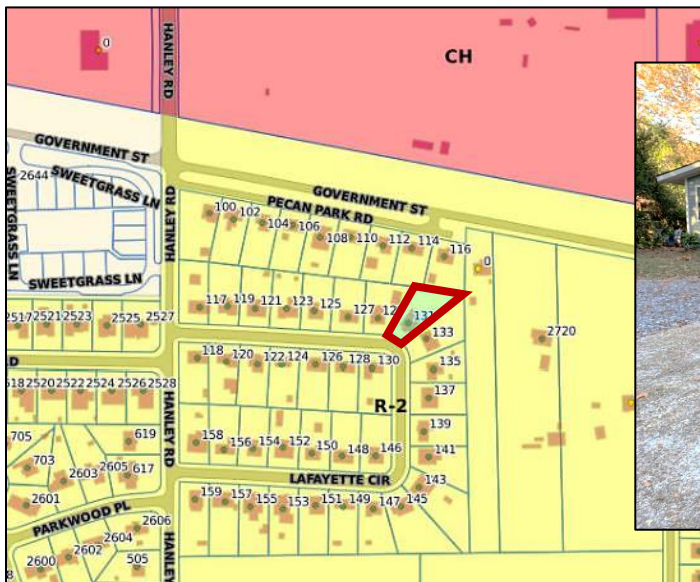
DATE OF APPLICATION: October 9, 2023

ADJACENT ZONING/LAND USE:

Subject Property:	R-2, Single-Family Residential District
North:	R-2, Single-Family Residential District
East, South, West:	R-2, 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 Zone Area, on the northeast corner of Lafayette Circle.



FINDINGS:

- Local Property Manager: The local property manager will be Debra Miller who resides on Sherwood Circle, satisfying the requirement for residency within 2-miles of the city limit.
- 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 verified that this is not a covenant-restricted neighborhood and no covenants have been provided. The applicant has not made the Planning Department aware of any Homeowner's Association.
- 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 41 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 11/13/23 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:

None.

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: 10/5/23

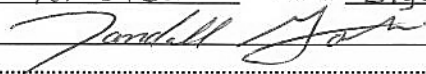
REQUIRED ATTACHMENTS:

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: 131 Lafayette Cir Ocean Springs, MS
- Parcel Identification Number: 61380017.000 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. Attached

PROPERTY OWNER – Name: <u>Randall & Paula Godwin</u>	
Address: <u>112 McGraph CV Saffalo, MS 38866</u>	
Phone No. <u>662-461-3750</u>	Email: <u>bigclawg10012004@yahoo.com</u>
OWNER SIGNATURE: <u></u>	
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name: <u>Debra Miller Lives with her sister</u>	
Address: <u>101 Sherwood Circle Ocean Springs MS</u>	
Phone No. <u>1-228-235-8958</u>	Email: <u>debmlives@gmail.com</u>
Is the Property Manager OR the Owner the best contact for scheduling inspections? <u>Choose One...</u>	

Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: RG (initials) Copy of Ordinance 2019-19 Received: RG

Copy of Ordinance 2018-02 Received: RG (initials) Copy of Ordinance 2021-25 Received: RG

Copy of Ordinance 2023-07 Received: RG (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) Randall Godwin, 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: Randall Godwin

Parcel ID(s): 61380017.000

Date Property Acquired: 8/25/23

Owner's Signature Randall Godwin Date 10/5/23

Office Use Only

Date of Inspection: 11/13/23

Result of Occupancy Inspection: PASSED

Maximum Occupancy Determination: 6

(attached)

Maximum Parking Spaces: 3

Permit Renewal Date: _____

PC Public Hearing Date: 12/12/23

BOA Approval Date: _____

ADDRESS: 131 Lafayette Circle iWorQ Permit#: 3763



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>6</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 | ☐ Proposed # of vehicles: <u>3</u> |
| ☐ Operable windows in sleeping areas | Approved # of vehicles per OSFD: <u>3</u> |
| ☐ Guest rules (noise, garbage, etc.) must be
visibly posted. | |

Property Owner: Randall R. Godwin Phone #: 662-401-3750
Contact Name: Debra Miller Phone #: 228-235-8958

.....
Date of Inspection: 11-13-23

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature] Fire Marshall: [Signature]

Property Owner: [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 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: 131 Lafayette Circle

Public Hearing Date/Time: Tuesday, December 12, 2023

Applicant Randall R. Godwin

Local Contact Debra Miller

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, December 17, 2019, December 7, 2021, and May 16, 2023. 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 **MUST** reside or have their business physically located 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 \$500 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

has been inspected to ensure that all life safety elements are in place and a maximum occupancy/vehicle allowance has been set.

- 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.

Complaint Contact Information:

- 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 filed covenants indicate that there are covenants in place. If there is an active Homeowner's Association (HOA), they 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 or if the covenants do not allow short-term rental.
 - 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.

Questions and/or written comments can be sent to the Planning Department up to the day of the hearing and will be provided to the Planning Commission for consideration. Comments can be sent to:

1018 Porter Avenue, Ocean Springs, MS 39564.

Email Address: planningadmin@oceansprings-ms.gov

RESIDENTIAL LEASE AGREEMENT

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

BETWEEN:

Randall Godwin

(the "Landlord")

AND

Tenants Name

(the "Tenant")

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

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

Leased Property

1.
The Landlord agrees to rent to the Tenant the house, municipally described as 131 Lafayette Cir. Ocean Springs, MS 39564 (the "Property"), for use as residential premises only Maximum Number of Occupants for this property is 6 people.
2.
Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property without the prior written permission of the Landlord.
3.
No guests of the Tenants may occupy the Property for longer than one Day without the prior written consent of the Landlord.
4.
No animals are allowed to be kept in or about the Property.
5.
Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Property: 3 Vehicles Maximum no parking on the streets allowed
6.
The Tenant and members of the Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
7.
The Tenant and members of the Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

TERMS

8.
The term of the Lease commences at 4pm on ____/____/____ and ends at 11:00 am on ____/____/____
9.
Any notice to terminate this tenancy must comply with the applicable legislation of the State of Mississippi (the "Act").

Rent

10.
Subject to the provisions of this Lease, the rent for the Property is \$250 a day (the "Rent") unless otherwise stated.
11.
The Tenant will pay the Rent to the Landlord at 112 McGraph Cove Saltillo, MS 38866 or at such other place as the Landlord may later designate by cash or check or Bank card.
12.
The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.
13.
The Tenant will be charged an additional amount of \$50.00 per infraction, for any Rent that is received after the greater of 7 days after the due date and any mandatory grace period required under the Act, if any.

Security Deposit

14.
On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$1,500.00(the "Security Deposit").
15.
The Landlord will hold the Security Deposit at an interest-bearing account solely devoted to security deposits.
16.
During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
- a.
repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b.
repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c.
unplugging toilets, sinks and drains;
 - d.
replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e.
repairing cuts, burns, or water damage to linoleum, rugs, and other areas;

- f.
any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g.
the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
 - h.
repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - i.
replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
 - j.
any other purpose allowed under this Lease or the Act.
- For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17.
The Tenant may not use the Security Deposit as payment for the Rent.

18.
The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.

19.
Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: _____, or at such other place as the Tenant may advise.

Inspections

20.
The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

21.
At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

22.
The Tenant will obtain written permission from the Landlord before doing any of the following:

- a.
applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- b.
painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
- c.
removing or adding walls, or performing any structural alterations;

- d.
installing a waterbed(s);
- e.
changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- f.
placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g.
affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

23.

The Landlord is responsible for the payment of all utilities in relation to the Property.

Insurance

24.

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

25.

The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

Attorney Fees

26.

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

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Governing Law

27.

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

Severability

28.

If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

29.

The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

30.

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

Assignment and Subletting

31.

The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property

or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

32.

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

Care and Use of Property

33.

The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

34.

The Tenant will not engage in any illegal trade or activity on or about the Property.

35.

The Parties will comply with standards of health, sanitation, fire, housing and safety as required by Page 5 of 11

law.

36.

The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

37.

If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

38.

At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

39.

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

Lead Warning

40.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling.

Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Address for Notice

41.

For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

a.

Name: _____

b.

Phone: _____

42.

For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a.

Name: Randall Godwin.

b.

Address: 112 McGraph Cove Saltillo, MS 38866.

The contact information for the Landlord is:

c.

Phone: (662) 401-3750.

d.

Email address: bigdawg10012004@yahoo.com.

General Provisions

43.

All monetary amounts stated or referred to in this Lease are based in the United States dollar.

44.

Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

45.

This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.

46.

All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

47.

Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

48.

Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

49.

The Tenant will be charged an additional amount of \$30.00 for each N.S.F. check or checks returned by the Tenant's financial institution.

50.

Headings are inserted for the convenience of the Parties only and are not to be considered when

interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

51.

This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

52.

This Lease constitutes the entire agreement between the Parties.

53.

During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

Page 7 of 11

54.

Time is of the essence in this Lease.

IN WITNESS WHEREOF _____ and Randall Godwin have duly affixed their signatures on this _____ day of _____, _____.

Randall Godwin

_____(Tenant)

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

_____(Tenant)

Lead-Based Paint Disclosure

Property: 131 Lafayette Cir. Ocean Springs, MS 39564

Landlord: Randall Godwin

Tenant: _____

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1.

The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.

2.

The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Date: _____ day of _____,

Landlord: Randall Godwin

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

i.

the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and

ii. the pamphlet Protect Your Family from Lead in Your Home (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Date: _____ day of _____,

Tenant: _____

The pamphlet Protect Your Family from Lead in Your Home can be ordered in hard copy or can be printed from the website

<http://www2.epa.gov/lead/protect-your-family-lead-your-home>.

Asbestos Disclosure

Property: 131 Lafayette Cir. Ocean Springs, MS 39564

Landlord: Randall Godwin

Tenant: _____

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1.

The Landlord has knowledge of asbestos in or about the Property as follows:

Outside siding.

2.

The Landlord has NO records or reports with respect to asbestos in or about the Property.

Date: _____ day of _____,

Landlord: Randall Godwin

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: _____ day of _____,

Tenant: _____

**WELCOME TO
131 LAFAYETTE CIR.
OCEAN SPRINGS**

**Thank you for choosing us for your
vacation stay we hope you have a pleasant
stay with us**

**Owners: Randall & Polly Godwin Property Manager: Debra Miller
Phone Number: (662)-401-3750 Phone Number: (228)235-8958**

Please Treat our Home as you would your own

HOUSE RULES

**IN ORDER TO HELP OUR GUEST'S, HAVE A PLEASANT STAY WE PROVIDE YOU TO
WITH OUR RULES AND THE CITY ORDANANCES OF OCEAN SPRINGS**

- Maximum Number of Occupants for this Property is 6 People
- For Your Protection a Fire Extinguisher is located in the Coffee Bar area hung on the wall also a fire blanket is next to oven and a hand-held fire spray in case of an Emergency.
- This Home is a Non-Smoking Home.
- No Pets are Allowed in this Home unless otherwise approved.
- Ocean Springs allows 3 Vehicle to be parked in the Driveway of this property and no more, parking on the street is prohibited.
- Ocean Springs has a city Noise Ordinance; we have included a copy of the Ordinance in this welcome packet for your review see page on Chapter 15 OFFENCES-MICELLANEOUS Section 15-13 Unreasonable Noise or vibrations, for more information
- Garbage pick-up is every Tuesday unless it's a Holiday
- Ocean Springs has a Garbage Ordinance; we have included a copy of this ordinance for your review in this welcome packet see Chapter 20 REFUSE Section 20-3 Containers; placing, pick-up hours, removal, for more information.

- If you have any problems while staying with us, feel free to call the Owner and or the Property Manager listed above.
- We have included the Golf Cart ordinance for Ocean Springs in this welcome packet for your convenience if you are renting a Golf Cart or have your own, please read the Ordinance Chapter 14, Article V, so you and your family is familiar with this Ordinance.

UPON YOUR DEPARTURE PLEASE

- Remove all Garbage to the outside container **All Garbage Must be bagged.** Install a new garbage liner located under the sink. If your stay is through Tuesday or longer, please roll the garbage container to the front yard by the Mail Box pickup is on Tuesday's and roll the container back to its original location after garbage pick-up truck has run.
- Place Towels in front of washing machine for housekeeping.
- Place all used Dishes and utensils in the dish washer place in a soap pod and start the Dishwasher.
- Place thermostat to 78 Degrees in summer and 68 Degrees in winter.
- Make sure all doors are locked and any keys provided should be left on the kitchen countertop.
- Please turn off all lights upon departure.

WIFI
Service: ATTSyNRq85
Password: #gmqgnnimrav

For Upcoming Events in Downtown Ocean Springs visit
<http://www.downtownoceansprings.com>

TV

We provide Smart TV

Turn on the television choose any streaming App
The Samsung Tv App has many free Channels as well as Amazon
Freevee Please choose the Guest Profile for your selections

We hope you experience was a pleasant one and you will give us
positive feedback on VRBO, Airbnb, Expedia, Apartments.com or
Booking .com
Come Back to see us soon

THANKS

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS](#)

(1)

(a)

 $\{q\}$

(2)

(2)

This section shall not be construed to regulate the initial production or amplification of sound, and the direct amplification of the human voice or music through the use of bullhorns or amplifiers is not regulated under this section. Note: This is to account for live music or demonstrations.

Penalties for violations. Any person violating any provision of subsection (1) or (2) of this section shall be guilty of an offense against the city and shall upon conviction be subject to punishment for each such offense as a misdemeanor subject to up to a five hundred dollar (\$500.00) fine or up to ninety (90) days imprisonment, or both. Where discrete conduct by a person separately and simultaneously violates both subsections (1) and (2), the conduct may be charged as a violation in the alternative under both sections, but such conduct shall be punishable only as an offense under subsection (1) or (2) and not as an offense under both sections simultaneously.

(Ord. No. 14-2007, § 1(15-13.1—15-13.3), 5-1-07)

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS](#)

Any person desiring to place garbage or recyclables for collection shall place the containers on or near the curb line in front of his residence or place of business or in the rear if the property extends to both streets, or in a paved alleyway adjacent to such buildings, if such alleys are accessible to the collector's trucks, or such other place as may be designated by the superintendent of the sanitation department, on the days designated by the proper authority of the city for the collection of garbage.

Containers shall be placed for removal of their contents before the hours of 5:00 a.m. on the days on which regular collections will be made. Such containers shall not be

placed for collection more than twenty-four (24) hours preceding the time of regularly scheduled collection from the premises.

(c)

After the garbage has been collected by the collector, the owners of the containers shall remove them from the streets and public rights-of-way of the city within twenty-four (24) hours of collection.

(d)

During inclement weather newsprint should be removed from the recyclable containers as damp or wet newsprint is not recyclable.

(e)

No trash container shall be stored in the front yard or side yard of a multifamily dwelling unless the container is screened from view from the street, provided that upon written request the mayor in his/her discretion may grant relief from screening requirement based upon facts and circumstances showing undue hardship.

(Ord. No. 4-1969, § 5(a), 11-7-69; Ord. No. 2-1991, § 1(f), 2-5-91; Ord. No. 18-2006, § 1, 6-20-06; Ord. No. 24-2006, § 1, 8-1-06)

• **Sec. 20-4. - Containers required.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS](#)

No garbage shall be exposed on the streets or in any yard unless it is in a container meeting the specifications of this chapter.

(Ord. No. 4-1969, § 2, 11-7-69)

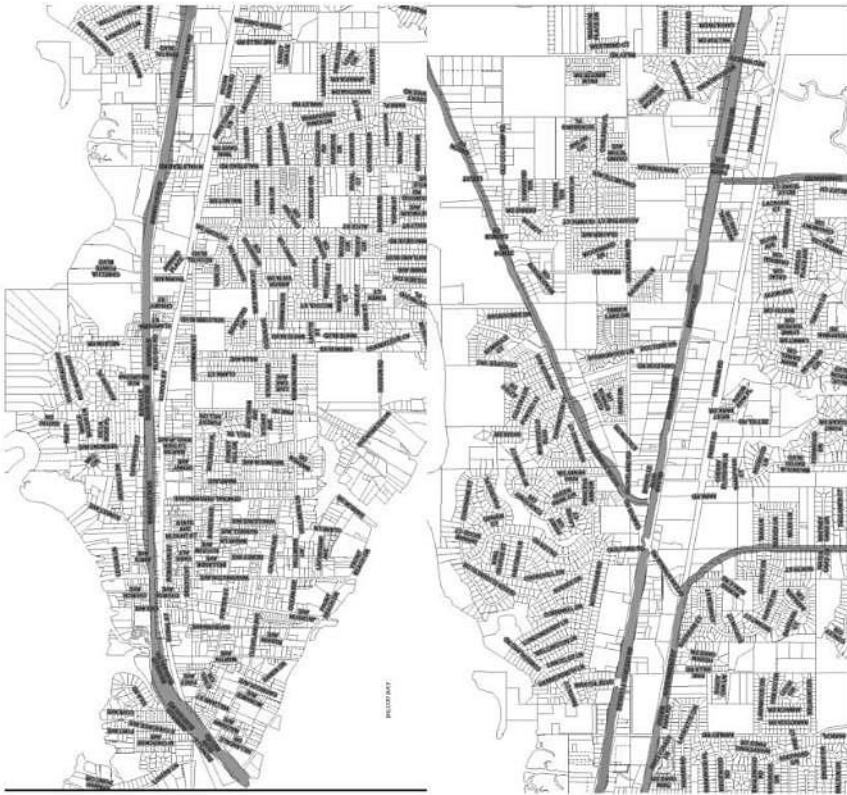
GOLF CARTS

Golf Cart Use on Public City Streets

City of Ocean Springs Ordinance Chapter 14, Article V, sets forth the requirements and parameters for the operation of golf carts on public streets within the City limits. These rules apply and must be followed

1. Golf carts that are to be operated on a public road or street must be registered with the City of Ocean Springs. The cost for the registration is twenty dollars \$20 per year, to cover the costs of administration. Upon registration, a decal will be provided; it must be displayed on the left rear fender of the vehicle. The registration shall remain valid for one year and will need to be renewed annually.
2. Golf carts must have parking brakes, head-lights, tail lights, seat belts, and turn signals
3. Golf carts must have a windshield, brake lights, side reflectors, and rearview mirrors, in addition, to the items listed above in number 2.
4. Golf carts may be operated only on streets with a speed limit of 30 mph or lower, except when crossing a road with a higher speed limit.
5. On 4-lane roads, the golf cart must use the right lane.
6. Driver's License and Permit laws apply. Unlicensed drivers are not permitted to operate a golf cart on public streets.
7. Proof of insurance is required.
8. You must obey all traffic and parking laws. This includes seat belt use by all occupants. Citations, towing, arrest, and other legal enforcement may apply.
9. Yes, golf cart operators can be arrested for DUI.
10. Road closures do apply to golf carts. Do not enter areas that are closed to traffic for events, weather, emergency, or any other reason. This includes but is not limited to, Cruisin' the Coast and the Peter Anderson Festival.

Areas Where Golf Carts Are Allowed



Randall & Polly Godwin

HOUSE KEEPING CHECK LIST

- ___ Check Home for any Damage, Broken items, Paint scuffs, Holes in walls, Etc. Report damage to owners Randall Ph# 662-401-3750
- ___ Wash all Bedding, Sheet's, Pillow Cases, linen's, Towels, etc.
- ___ Dry all Bedding, Sheet's, Pillow Cases, linen's, Towels, etc. please use Bounce dryer sheets.
- ___ Remake all beds.
- ___ Wash Dishes if renters forgot and replace them into the cabinets.
- ___ Disinfect Counters and Table with Lysol Clorox Wipes
- ___ Check Refrigerator for items or Expired items and throw out
- ___ Check Microwave and Oven for Cleanliness
- ___ Clean Bathrooms, Shower, & Toilets in both Bathrooms.
- ___ Place Two Rolls of toilet paper in each bath.
- ___ Place 2 new garbage can liners one in bottom of can
- ___ Sweep, Mop, Vacuum all Floors.
- ___ Dust all Rooms.
- ___ Leave two Clean Towels on Each Bed for Guest's.

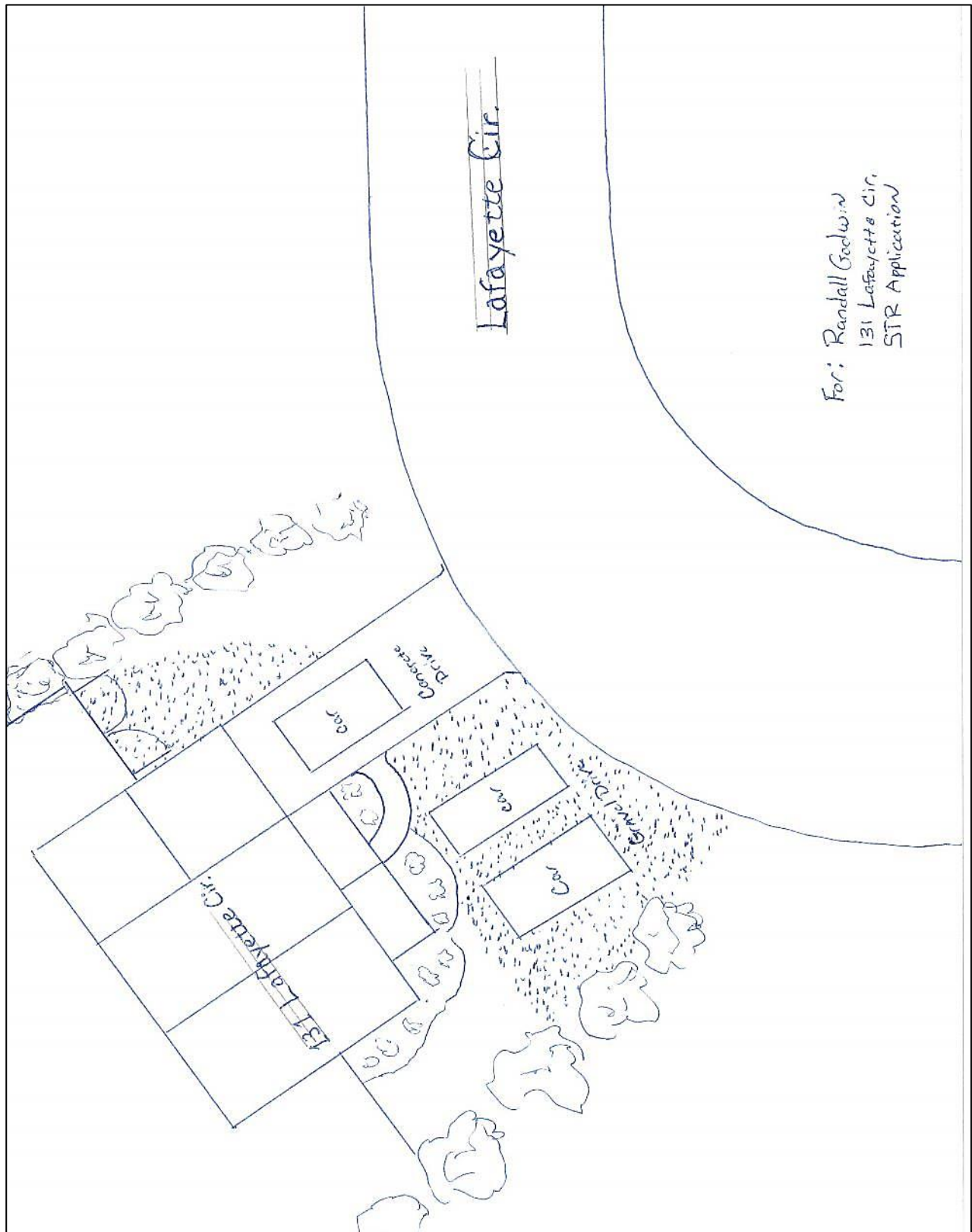
- ___ Put New Garbage liner in Garbage can if renters forgot.
- ___ Move Large outside Garbage Bin to the street before Tuesday and move it back to its place after Garbage Trucks run.
- ___ Upon leaving the residence make sure Thermostat is set to 78 Degrees Summer and 68 Degrees in Winter.
- ___ Upon leaving the residence make sure all lights are off.
- ___ Upon Leaving the residence make sure all exterior doors are locked.
- ___ Make sure welcome packet and promotional materials are on the Kitchen counter top.
- ___ Upon leaving the residence make sure all cleaning supplies are placed in the housekeeping closet and the closet door is closed and locked the code for the housekeeping closet is 0908 then turn dead bolt while light is green.

If you replace or buy any cleaning supplies take a photo of the receipts and we will reimburse you for them.

You can contact me at 662-401-3750

THANK YOU

Randall And Polly Godwin



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, December 12, 2023

APPLICANT: Jacob Jones

LOCATION: 294 Holcomb / PID: 61305174.000

REQUESTED ACTION: Residential Short Term Rental Permit

DATE OF APPLICATION: August 21, 2023

ADJACENT ZONING/LAND USE:

Subject Property:	R-1, Single-Family Residential District
North:	R-1, Single-Family Residential District
East, South, West:	R-1, 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 Zone Area, on the east side of Holcomb Blvd. just south of Mason Ct.



FINDINGS:

- **Local Property Manager:** The local property manager will be Melissa Jones who resides on Beachview Drive, satisfying the requirement for residency within 2-miles of the city limit.
- **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 verified that this is not a covenant-restricted neighborhood and no covenants have been provided. The applicant has not made the Planning Department aware of any Homeowner's Association.
- **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 66 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 11/01/23 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 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:

None.

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 *charlie@oceanspringsms.gov*
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564 / (228) 875-4415

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: 08/21/2023

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 PROPERTY INFORMATION:

- Address of Rental Property: 294 Holcomb Blvd
- Parcel Identification Number: 6-13-05-174,000 Number of bedrooms: 4
- Proposed maximum # guests: 6 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: <u>Antoinette & Jacob Jones</u>	
Address: <u>7752 South Founders Point Lane</u>	
Phone No. <u>801-505-1254</u>	Email: <u>antoinette.elain@gmail.com</u>
OWNER SIGNATURE: <u><i>Jacob Jones Antoinette Jones</i></u>	
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name: <u>Melissa Jones</u>	
Address: <u>2808 Beachview Drive, Ocean Springs, MS 39564</u>	
Phone No. <u>801-707-8405</u>	Email: <u>jonesin4amassage@yahoo.com</u>
Is the Property Manager OR the Owner the best contact for scheduling inspections? <u>Property Manager</u> <u>Cheese One...</u>	

Revised 06/16/2023

1 | Page

Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: JJ (initials) Copy of Ordinance 2019-19 Received: JJ
Copy of Ordinance 2018-02 Received: JJ (initials) Copy of Ordinance 2021-25 Received: JJ
Copy of Ordinance 2023-07 Received: JJ (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) Jacob & Antoinette Jones, 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: Jacob & Antoinette Jones

Parcel ID: 6-13-05-174.000

Date Property Acquired: 08-28-23

Owner's Signature: Antoinette Jones Jacob Jones Date: 08-26-23

Office Use Only

Date of Inspection: 11/01/23

Result of Occupancy Inspection: PASSED

Maximum Occupancy Determination: 6

(attached)

Maximum Parking Spaces: 4

Permit Renewal Date: _____

PC Public Hearing Date: 12/12/23

BOA Approval Date: _____

ADDRESS: 294 Holcomb iWorQ Permit#: 3767



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: 4
- ☒ Proposed # of Guests: 6

Approved # of Guests per OSFD: 6

- ☒ Proposed # of vehicles: 4

Approved # of vehicles per OSFD: 4

Property Owner: Jacob Jones
Contact Name: Melissa Jones

Phone #: 801-867-8929
Phone #: 801-707-8405

.....
Date of Inspection: 11-1-23

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature]

Fire Marshall: [Signature]

Property Owner: [Signature]

Melissa M. Jones

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 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: 294 Holcomb

Public Hearing Date/Time: Tuesday, December 12, 2023

Applicant Jacob Jones

Local Contact Melissa Jones

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, December 17, 2019, December 7, 2021, and May 16, 2023. 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 **MUST** reside or have their business physically located 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 \$500 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

has been inspected to ensure that all life safety elements are in place and a maximum occupancy/vehicle allowance has been set.

- 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.

Complaint Contact Information:

- 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 filed covenants indicate that there are covenants in place. If there is an active Homeowner's Association (HOA), they 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 or if the covenants do not allow short-term rental.
 - 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.

Questions and/or written comments can be sent to the Planning Department up to the day of the hearing and will be provided to the Planning Commission for consideration. Comments can be sent to:

1018 Porter Avenue, Ocean Springs, MS 39564.

Email Address: planningadmin@oceansprings-ms.gov

Rental agreement/House Rules

Maximum overnight guests- 6

Maximum number of vehicles- 4

Adults- at least 1 per group

Primary Renter must be at least 21 years old

No events allowed

No pets allowed

Children allowed ages 0-17- but must be supervised

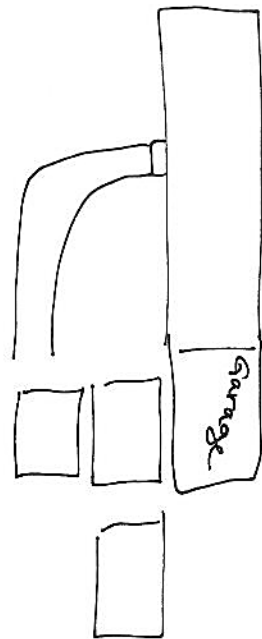
No smoking or vaping allowed

Quiet hours 10pm-9am per city ordinance 2012-04.

No parking on the street, park in the driveway or garage.

Check in at 4pm and check out by 11am

Take the trash cans to the street on Monday night, bring them in Tuesday after the trash is picked up.



Holcomb Blvd

4 parking spots total
1 - in the 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, December 12, 2023

APPLICANT: Julie Thai

LOCATION: 610 General Pershing / PID: 60130320.000

REQUESTED ACTION: Residential Short Term Rental Permit

DATE OF APPLICATION: July 28, 2023

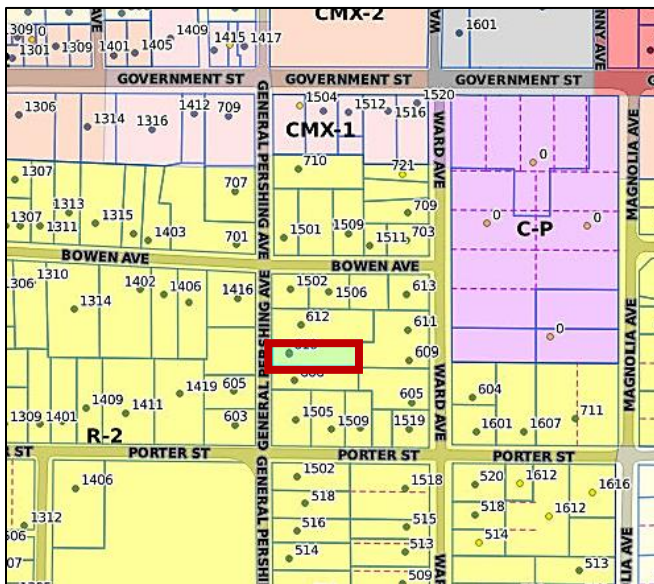
ADJACENT ZONING/LAND USE:

Subject Property: R-2, Single-Family Residential District

North, South, East, West: R-2, 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 DENSITY Zone Area, on the east side of General Pershing between Bowen Ave. and Porter Ave.



FINDINGS:

- **Local Property Manager:** The local property manager will be Julianna Thai who resides on Rebecca Cove, satisfying the requirement for residency within 2-miles of the city limit.
- **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 verified that this is not a covenant-restricted neighborhood and no covenants have been provided. The applicant has not made the Planning Department aware of any Homeowner's Association.
- **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 63 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 11/09/23 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 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:

None.

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: 07/28/2023

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: 610 General Pershing Ave. Ocean Springs, MS 39564
- Parcel Identification Number: 60130320.000 Number of bedrooms: 2
- Proposed maximum # guests: 6-8 Number of existing off-street parking spaces: 2
- Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ If yes, a copy of the covenants must be included.

PROPERTY OWNER – Name:	<u>Julie Thai</u>
Address:	<u>15149 Hudson Krohn Rd. Biloxi, MS 39532</u>
Phone No. <u>228-235-3560</u>	Email: <u>jtt0016@auburn.edu</u>
OWNER SIGNATURE:	<u>Julie Thai</u>
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name:	<u>Julianna Thai</u>
Address:	<u>6204 Rebecca Cove Ocean Springs, MS 39564</u>
Phone No. <u>228-235-0449</u>	Email: <u>Thaijulianna@gmail.com</u>
Is the Property Manager OR the Owner the best contact for scheduling inspections? <u>Owner</u>	

Revised 06/16/2023

1 | Page

Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: JT (initials) Copy of Ordinance 2019-19 Received: JT
Copy of Ordinance 2018-02 Received: JT (initials) Copy of Ordinance 2021-25 Received: JT
Copy of Ordinance 2023-07 Received: JT (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) Julie Thai, 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: Julianna Thai, Julie Thai

Parcel ID(s): 60130320.000

Date Property Acquired: 6/30/23

Owner's Signature Julie Thai Date 7/28/23

.....
Office Use Only

Date of Inspection: 11/09/23

Result of Occupancy Inspection: PASSED

Maximum Occupancy Determination: 6

(attached)

Maximum Parking Spaces: 2

Permit Renewal Date: _____

PC Public Hearing Date: 12/12/23

BOA Approval Date: _____

ADDRESS: 610 General Pershing iWorQ Permit#: 3226



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: 1
- ☒ Proposed # of Guests: 8

Approved # of Guests per OSFD: 6

- ☒ Proposed # of vehicles: 2

Approved # of vehicles per OSFD: 2

Property Owner: Julie Thai
Contact Name: Julianna Thai

Phone #: 228-235-3560
Phone #: 228-235-0449

.....
Date of Inspection: 11-9-23

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 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: 610 General Pershing

Public Hearing Date/Time: Tuesday, December 12, 2023

Applicant Julie Thai

Local Contact Julianna Thai

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, December 17, 2019, December 7, 2021, and May 16, 2023. 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 **MUST** reside or have their business physically located 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 \$500 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.

Complaint Contact Information:

- 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 filed covenants indicate that there are covenants in place. If there is an active Homeowner's Association (HOA), they 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 or if the covenants do not allow short-term rental.
- 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.

1018 Porter Avenue, Ocean Springs, MS 39564.
Email Address: planningadmin@oceansprings-ms.gov

610 General Pershing Ave - RENTAL AGREEMENT

This agreement made this ____ day of ____ between RENTER _____
(contact phone number: _____) of address: _____

_____ (hereinafter called the Renter) and Julie and Julianna Thai (the Landlord), concerning the short term rental of the property located at 610 General Pershing Ave. Ocean Springs, MS 39564; 228-235-3560. A photocopy of your driver's license is required in addition to a refundable security deposit of \$500 dollars. Please list names and ages of Rental Party (maximum capacity of 8 persons):

- 1.)
- 2.)
- 3.)
- 4.)
- 5.)
- 6.)
- 7.)
- 8.)

Rental period begins on _____ and ends on _____. Check-in occurs after 4pm of arrival date and Check-out occurs before 10am of departure date. ***Check in/out times may be flexible depending on when next guests are departing/arriving***

Rental Amount due is \$(xxx) for (x) night stay plus \$150 housekeeping fee (to be paid 30 days prior to arrival): 50% due immediately and 50% due on or before 30 days prior to arrival date (First payment of \$(xxx), second payment of \$(xxx) (includes housekeeping fee) payable via PayPal or Venmo: [julietthai10 HYPERLINK "mailto:amberskrtic@gmail.com"@gmail.com](mailto:julietthai10@hyperlink.com)). Refundable security deposit of \$500 is due 30 days prior to arrival – this can be mailed as a check (only to be cashed if property damage occurs) or can be paid electronically via PayPal or Venmo (to be refunded upon departure). Reservation may also be booked through AirBNB, which charges a service fee. This fee is not reflected in our contract, but will appear on your invoice if booking through AirBNB).

By signing this agreement, Renters agree to all attached House Rules and Safety Requirements

1. Should the Renters violate any of the terms of this agreement, the rental period shall be terminated immediately. The Renters waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Renters shall vacate the premises at the expiration time and date of this agreement.

2. The Renters shall maintain the premises in a good, clean, condition, and use the premises only in a careful and lawful manner. The Renters shall leave the premises in the same exact

condition as they received it, defined by the Landlord as being immediately habitable by the next Renters with the exception of cleaning. Renters shall pay for maintenance and repairs should the premises be left in a lesser condition. The Renters agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if Renters cause damage to the premises or its furnishings. This includes ensuring that all linens & towels are washed before departing.

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

4. The Renters shall dispose of all waste material generated during the rental period; Recycling must be separated from trash.

5. The Renters shall pay for any damage done to the premises, including major rug stains, over and above normal wear and tear. Renters agree to pay all costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

6. No animals or pets of any kind will be brought onto the premises without permission and there shall be no smoking inside the premises; smoking on the balcony is allowed.

7. The Renters shall have no more than 6 (six) persons reside or sleep on the premises without getting permission from Landlord.

8. The Renters shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Renters shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance shall be grounds for immediate termination of this agreement and Renters may be asked to vacate the premises. The Ocean Springs city's Noise Ordinance #2012-04 is available upon request.

9. TV Screens & free Internet access is provided; No refund of rents shall be given for lack of cable TV service.

10. The Renters and Renters' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Renters 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 Renters.

Parking Rules: Renter shall be entitled to a maximum of 2 off-street vehicle parking spaces. All parking spaces shall be used only for parking vehicles no larger than full size passenger automobiles, sports utility vehicles or pickup trucks. There shall be no parking on the streets or roadways nearby for any Rental Party guest. Landlord will not be held liable for damage to vehicles, towing fees, fines, or any type of citation in connection with non-compliant vehicle. If Renter permits or allows any of the prohibited items described above, then Landlord shall have the right, without notice, in addition to such other rights and remedies that Landlord may have, to remove or tow away the vehicle involved and charge the costs to Renter.

Cancellation policy: Full refund for cancellations made within 48 hours of booking, if the check-in date is at least 14 days away. Full refund for cancellations made at least 14 days before check-in. 50% refund for cancellations 7-14 days before booking. No refunds for cancellations made

within 7 days of check-in. **Full refund will be extended for COVID related travel restrictions and stay at home orders.

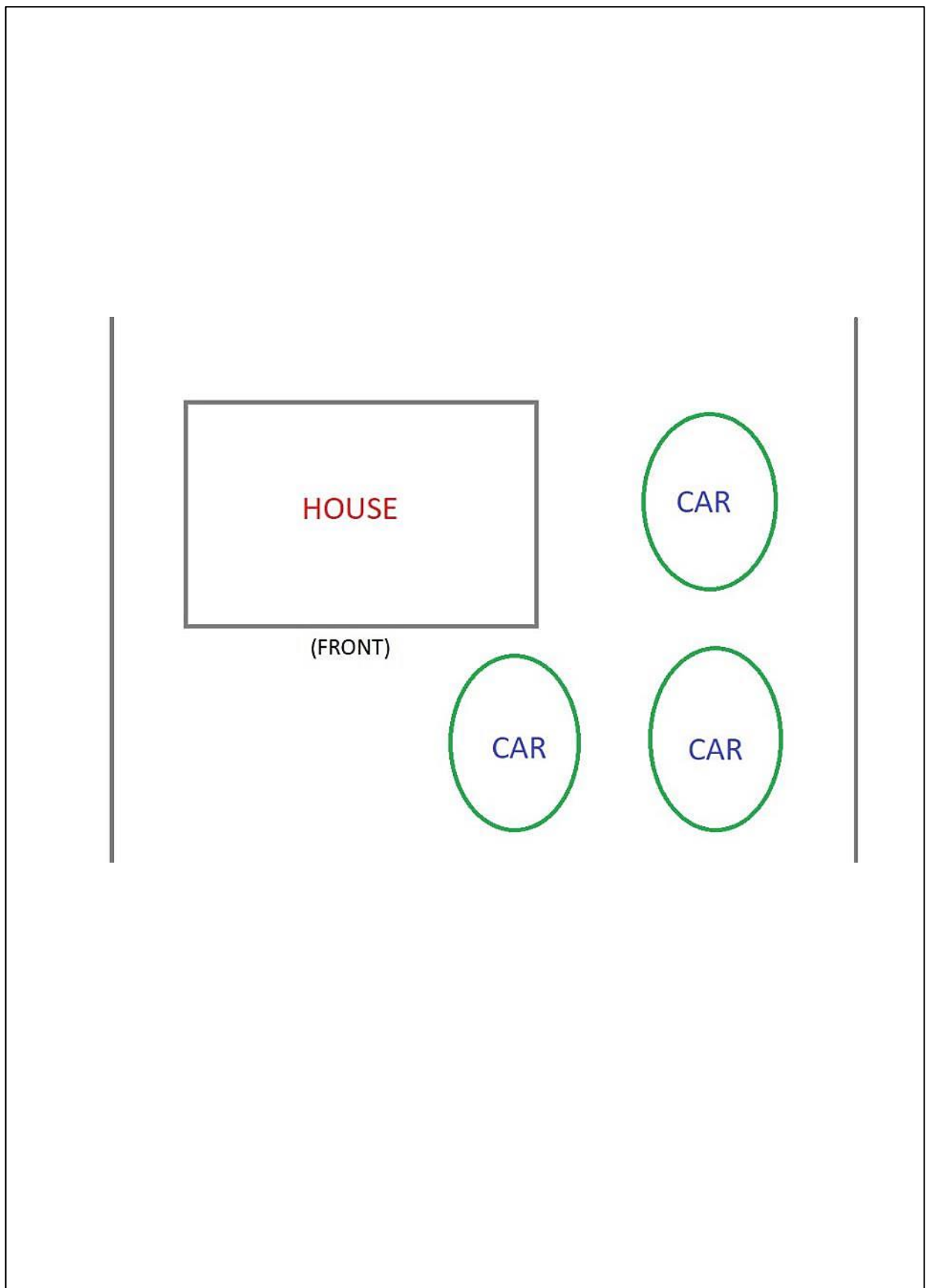
Please fill out and send back one copy of this Agreement to Landlord via email: [julietthai10](mailto:julietthai10@hyperlink.com)
[HYPERLINK "mailto:amberskrtic@gmail.com"@gmail.com](mailto:amberskrtic@gmail.com)

(We) agree to abide by the above conditions and hereby swear that the information provided above is true.

Name & Date

Rental Rules:

- No parties or events allowed - Max occupancy of 6 persons.
- Maximum of 2 vehicles are permitted to park on property.
- No smoking allowed.
- No pets allowed that were not disclosed prior to stay.
- Supervision of toddlers and children under 12 is required at all times.
- No unregistered guests allowed.
- Please don't eat or drink in the bedrooms.
- No loud music. Please respect the noise ordinance. Copy provided.
- Please turn off all the lights when you go out.
- Please respect check-in and check-out times.
- Please take extra care of your keys. Lost keys incur a replacement fee.
- Please take care of the furnishings and leave the premises in the exact same condition received. You have to pay for damages that exceed the security deposit.
- Please don't rearrange the furniture.
- Please do your dishes.
- Please take the trash out before you leave. Recycles should be separated from regular trash.
- Lock all doors and windows before leaving and never leave valuables unattended.
- Throw used towels and linens in the washing machine.
- No illegal substances allowed on the premises.
- Internet TV access provided.



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, December 12, 2023

APPLICANT: Francisco Ferreiro-Sarduy

LOCATION: 150 Booth Circle / PID: 61133137.000

REQUESTED ACTION: Residential Short Term Rental Permit

DATE OF APPLICATION: October 5, 2023

ADJACENT ZONING/LAND USE:

Subject Property: R-1, Single-Family Residential District

North, South, East, West: R-1, 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 Zone Area, on the north side of Booth Circle just east of the cul-de-sac at the intersection with Linnett Dr.



FINDINGS:

- **Local Property Manager:** The local property manager will be Jessica Fonte who resides on N. 6th Street, satisfying the requirement for residency within 2-miles of the city limit.
- **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 verified that this is not a covenant-restricted neighborhood and no covenants have been provided. The applicant has not made the Planning Department aware of any Homeowner's Association.
- **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 34 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 11/06/23 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:

None.

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: 10/05/2023

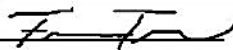
REQUIRED ATTACHMENTS:

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 PROPERTY INFORMATION:

- Address of Rental Property: 150 Booth Cir.
- Parcel Identification Number: lot 107 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.

PROPERTY OWNER – Name:	<u>Francisco Ferreiro-Sarduy</u>
Address:	<u>32 Embroidery ST.</u>
Phone No. <u>2014918001</u>	Email: <u>ledonwheels@yahoo.com</u>
OWNER SIGNATURE:	<u>FRANCISCO FERREIRO SARDUY</u> 
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name:	<u>Jessica Fonte</u>
Address:	<u>2721 N. 6th ocean Springs,MS</u>
Phone No. <u>2283650731</u>	Email: <u>jessica@integrityservicesms.com</u>
Is the Property Manager OR the Owner the best contact for scheduling inspections? ☐ Owner ☒ Property Manager	

Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: ff (initials) Copy of Ordinance 2019-19 Received: ff

Copy of Ordinance 2018-02 Received: ff (initials) Copy of Ordinance 2021-25 Received: ff

Copy of Ordinance 2023-07 Received: ff (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) 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 107

Date Property Acquired: 9/9/22

Owner's Signature  Date 10/05/2023

.....
Office Use Only

Date of Inspection: 11/06/23

Result of Occupancy Inspection: PASSED

Maximum Occupancy Determination: 6

(attached)

Maximum Parking Spaces: 3

Permit Renewal Date: _____

PC Public Hearing Date: 12/12/23

BOA Approval Date: _____

ADDRESS: 150 Booth Circle iWorQ Permit#: 3770



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>3</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 | ☒ Proposed # of vehicles: <u>3</u> |
| ☒ Operable windows in sleeping areas | Approved # of vehicles per OSFD: <u>3</u> |
| ☒ Guest rules (noise, garbage, etc.) must be
visibly posted. | |

Property Owner: Francisco Ferreiro-Sarduy Phone #: 201-491-8001
Contact Name: Jessica Fonte Phone #: 228-365-0731

.....
Date of Inspection: 11-6-23

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature] Fire Marshall: [Signature]

Property Owner: [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 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: 150 Booth Circle

Public Hearing Date/Time: Tuesday, December 12, 2023

Applicant Francisco Ferreiro-Sarduy

Local Contact Jessica Fonte

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, December 17, 2019, December 7, 2021, and May 16, 2023. 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 **MUST** reside or have their business physically located 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 \$500 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

has been inspected to ensure that all life safety elements are in place and a maximum occupancy/vehicle allowance has been set.

- 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.

Complaint Contact Information:

- 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 filed covenants indicate that there are covenants in place. If there is an active Homeowner's Association (HOA), they 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 or if the covenants do not allow short-term rental.
 - 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.

Questions and/or written comments can be sent to the Planning Department up to the day of the hearing and will be provided to the Planning Commission for consideration. Comments can be sent to:

1018 Porter Avenue, Ocean Springs, MS 39564.

Email Address: planningadmin@oceansprings-ms.gov

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 150 Booth cr. Ocean Springs MS, 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 _____ 150 Booth Cr Ocean Springs MS _____ (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.

- A. **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.
- B. **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.
- C. **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: **NO SUBLETTING ALLOWED**

XX FF **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

150 booth cr.

3 VEHICLES MAX

2 IN DRIVEWAY 1 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, December 12, 2023

APPLICANT: Francisco Ferreiro-Sarduy

LOCATION: 126 Booth Circle / PID: 61133172.000

REQUESTED ACTION: Residential Short Term Rental Permit

DATE OF APPLICATION: October 5, 2023

ADJACENT ZONING/LAND USE:

Subject Property: R-1, Single-Family Residential District
North, South, East, West: R-1, 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 Zone Area, on the east side of Booth Circle just south of Dijon Avenue.



FINDINGS:

- **Local Property Manager:** The local property manager will be Jessica Fonte who resides on N. 6th Street, satisfying the requirement for residency within 2-miles of the city limit.
- **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 verified that this is not a covenant-restricted neighborhood and no covenants have been provided. The applicant has not made the Planning Department aware of any Homeowner's Association.
- **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 60 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 11/06/23 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:

None.

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: 10/05/2023

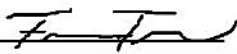
REQUIRED ATTACHMENTS:

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: 126 Booth Cir.
- Parcel Identification Number: lot 141 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.

PROPERTY OWNER – Name:	<u>Francisco Ferreiro-Sarduy</u>
Address:	<u>32 Embroidery ST.</u>
Phone No. <u>2014918001</u>	Email: <u>ledonwheels@yahoo.com</u>
OWNER SIGNATURE: <u>FRANCISCO FERREIRO SARDUY</u>	
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name:	<u>Jessica Fonte</u>
Address:	<u>2721 N. 6th ocean Springs,MS</u>
Phone No. <u>2283650731</u>	Email: <u>jessica@integrityservicesms.com</u>
Is the Property Manager OR the Owner the best contact for scheduling inspections?	
Choose One... ☒ Owner ☐ Property Manager	

Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: ff (initials) Copy of Ordinance 2019-19 Received: ff

Copy of Ordinance 2018-02 Received: ff (initials) Copy of Ordinance 2021-25 Received: ff

Copy of Ordinance 2023-07 Received: ff (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) 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 107

Date Property Acquired: 9/9/22

Owner's Signature  Date 10/05/2023

.....
Office Use Only

Date of Inspection: 11/06/23 Result of Occupancy Inspection: PASSED

Maximum Occupancy Determination: 8 (attached)

Maximum Parking Spaces: 4 Permit Renewal Date: _____

PC Public Hearing Date: 12/12/23 BOA Approval Date: _____

Revised 06/16/2023

2 | Page

ADDRESS: 126 Booth Circle iWorQ Permit#: 3769



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: Francisco Ferreiro-Sarduy
Contact Name: Jessica Fonte

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

.....
Date of Inspection: 11-8-23

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature] Fire Marshall: [Signature]

Property Owner: [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 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: 126 Booth Circle

Public Hearing Date/Time: Tuesday, December 12, 2023

Applicant Francisco Ferreiro-Sarduy

Local Contact Jessica Fonte

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, December 17, 2019, December 7, 2021, and May 16, 2023. 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 **MUST** reside or have their business physically located 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 \$500 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 filed covenants indicate that there are covenants in place. If there is an active Homeowner's Association (HOA), they 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 or if the covenants do not allow short-term rental.
- 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.

Email Address: planningadmin@oceansprings-ms.gov

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 126 Booth cr. Ocean Springs MS 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 _____ 126 Booth Cr Ocean Springs MS _____ (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.

- A. **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.
- B. **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.
- C. **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: **NO SUBLETTING ALLOWED**

XX...FF **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 4 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: 8**
- **MAX # OF VEHICLES: 4**
- **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

126 booth cr.

**4 VEHICLES MAX
2 IN DRIVEWAY 2 IN GARAGE**

