



5000 Diamondhead Circle
Diamondhead, MS 39525
Ph: 228-222-4626
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APPLICATION FOR CONDITIONAL USE

Case Number: 202000046
Date 1-29-2020 BY: RJ 4:45p.m.

Applicant: Mark Oster, Oster Group Consulting LLC

Applicant's Address: 6813 Oahu Ct. Diamondhead, Ms 39525

Applicant's Email Address: Mark @ Oster group consulting llc . com

Applicant's Contact Number: (Home) _____ (Work) _____ (Cell) 228-355-5477

Property Owner: Mini Meanie, LLC

Owner's Mailing Address: P.O. Box 2507 Gretna, LA 70054

Owner's Email Address Lavinatomlinson @cox.net

Owner's Contact Number: (Home) 504-347-1107 (Work) _____ (Cell) 504-650-5555

Tax Roll Parcel Number: 132H-1-03-006.005

Physical Street Address: 4401 Park Ten Drive D, Head, Ms 39525

Legal Description of Property: Pt Gov Lot 63-8-14

Zoning District: General Commercial C-1

State Purpose of Request: Conditional use request for tenant.

Copies

Date: January 30, 2020

To Whom It May Concern:

I Fredrick L. Tomlinson, President of Mini Meanie LLC, owner of the property located at 4401 Park Ten Drive, Diamondhead, MS, do hereby designate Mark Oster of Oster Brown Consulting LLC, my tenant as agent for myself and Mini Meanie LLC, in regard to our Application for Conditional Use of my property listed above.

Subscribed and Sworn by me on this date before the Notary Public listed below.


Signature of F. L. Tomlinson


Notary Public



Responses to Required Items:

1) Descriptive statement including operating characteristics and nature.

Oster Group Consulting is a Concrete sub-contracting and consulting firm. Our organization specializes in high tolerance concrete floors and concrete floor polishing.

Oster Group currently employees over 100 field employees around the nation and 5 office employees here in the local area.

Currently the plan usage for the location in questions is to run a subcontracting business full time out of the establishment. Our intentions will be to remove some non-loading bearing walls in the building to allow for proper storage of our equipment and tools. Along with adding cubicles to the interior of the building allowing for more segregated office areas.

For the exterior of the building we intend to park trailers ranging from 8'-24' in the south west side of the lot. Total number of trailers not to exceed 5 at this time. The trailers will be used daily by employees to carry out are day to day operations. We are proposing to install either an 8' chain link fence slatted or a 6' wood privacy fence on the southeast corner running south to the proper line and the same will happen on the southwest corner running south to the property line. This area will have a 12' wide double gate allowing for the trailers and misc. materials to be stored and secured. Both the enclosed area inside the fence and the area in front of the loading dock leading to the gate at the new fence will be covered in stoned to allow for access in any potential weather condition.

For the front entry of the building we intend to keep the store front for clients to have an accessible way to the office along with accommodating parking. We will have 3 company trucks parked in the front parking lot every evening. There will not be an increase in traffic at any time that would hinder the flow of traffic anywhere in the city.

As for the use of the loading dock, Oster Group would not have any 18-wheeler traffic unless under certain conditions for possible new equipment deliveries. This would only happen possible twice a year.

B:

- I. There will be no modifications to the site grading that will alter the natural flow of runoff water. The site and building are preexistent.
- II. **NA**
- III. The appearance of the building would be minor cosmetics to freshen up the exterior of the building. Not including the fence previously mentioned.
- IV. No site improvements needed. The preexisting loading dock will be used maybe 2 times a year for new equipment deliveries. We intend to put a fence up as marked on the drawing provided. See attached. Yes, we would want a sign recognizing the business name above the store front entrance.

- V.** The operations being ran out of the business is a Concrete sub-contracting business as stated in our opening statement. The front office area would have normal operating business hours 8am-5pm Mon- Friday.
- VI.** NA
- VII.** Off street parking would be only for registered trailer parking as discussed in earlier statements behind the new fence.
- VIII.** NA
- IX.** See attached
- X.** The intended business blends well with the existing business surrounding the building. To the immediate North is a General contracting business with all the same outside parking characteristics of our proposed use. West of the building is the Diamondhead water and sewer department and the northwest property is a sheet metal fabrication company. All business using their yards for outdoor storage and vehicle and trailer parking.
- XI.** At this time I'm unaware of any applicable fee.

STATEMENT OF UNDERSTANDING

As the applicant or owner/s for the requested Conditional Use in the City of Diamondhead, I (we) understand the following:

The application fee of \$100.00 must be paid prior to the acceptance of the application. Further, that if the application is withdrawn for any reason that the application fee is forfeited to the City of Diamondhead.

As the applicant or owner/s, I (we), or the designed representative, must be present at the public hearing.

That all information provided with this application is true and correct to the best of my knowledge.

That this application represents only property owned by me (us) and that any other adjoining property owners must apply for a request on his own behalf.

That all required attachments have been provided to the City of Diamondhead.

That additional information may be required by the Planning Commission prior to final disposition.

The City Council will not accept new case evidence once the recommendation has been made by the Planning Commission. If new evidence needs to be presented, the applicant will need to request that the matter be referred to the Planning Commission for review.

The Public Hearing will be held on Feb 24 2020 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

If a continuance of the hearing is necessary at my (our) request, the request must be made to the Zoning Official a minimum of seven (7) days prior to the hearing. If such request is not made in writing, I understand that a new application must be filed and an application fee paid to the City.

If the application is denied by the City Council, a new application for the subject property may not be submitted for one (1) year from the date of denial.



Signature of Applicant



Signature of Property Owner

For Official Use Only

- ☐ \$100.00
- ☐ Copy of Deed, Lease or Contract
- ☐ Site Plan
- ☐ Parking Spaces
- ☐ List of Property Owner

- ☐ Application Signed
- ☐ Written Project Description
- ☐ Drainage Plan NA ☐
- ☐ Notarized Statement NA ☐

Geoportal Map

MASS HUNTINGDON LIG

SUNNYSIDE LIG

SUNNYSIDE LIG

189

SWEETMAN JAMES W EIAL

PARK 1FN DR

150'

233.0'

240'

115'

6.003

6.004

DUSQUE

180'

220'

224'

90'

205'

MINI MEANE LIG

6.005

180'

100'

205'

A-2

FRISMAN JEFFREY A EIAL

CAUSIN LAND LIG

6.002

A-1

5.66 Ac.

5.002

6.6 Ac.

DANCONHEAD WATER & SEWER DISTRICT

DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

January 29, 2020

1 inch = 68 feet

0 30 60 90 120 Feet

LEASE

THIS LEASE made and entered into on this the 1st day of DECEMBER, 2019 by and between **MINI MEANIE, LLC**, ("Lessor") and **OSTER GROUP CONSULTING LLC** ("Lessee")

WITNESSETH:

In consideration of the mutual covenants set forth herein, Lessor and Lessee hereby agree as follows:

1. LEASED PREMISES

- 1.1 Subject to the terms, conditions and covenants hereafter set forth, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the premises located at **4401 Park Ten Drive, Diamondhead, MS 39525**

2. TERM

- 2.1 The term ("Initial Term") of this Lease is for Two (2) years and shall commence on **DECEMBER 1ST, 2019** and shall end on **NOVEMBER 30TH, 2021** unless terminated earlier as provided in this Lease.

3. RENT

- 3.1 Upon execution of the lease, Tenant agrees to pay a one lump sum of Eighteen Thousand Dollars (\$18,000.00) to Lessor Mini Meanie, LLC for One Year Rental. On **DECEMBER 1ST, 2020**, one lump sum of Eighteen Thousand Dollars (\$18000.00) will be paid to Lessor MINI MEANIE, LLC for the second year lease.

Purchase Option – During this lease period or at the expirations thereof, Tenant shall have the right to purchase the property subject to all the terms and conditions hereof, for the purchase price of

Tenant has the option to exercise this purchase option at any time during this lease agreement, and this Agreement is drafted upon the expectation that it is the intent of the parties that tenant will be exercising this purchase option. Upon exercise of the purchase option, a \$6,000.0 (Six Thousand Dollars) from the second year's rental will be credited.

4. UTILITIES

- 4.1 Lessee agrees to pay all monthly utility payments for the Premises including electrical, gas, water, phone, fire protection, sewer and security services, if applicable.

5. USE OF PREMISES

- 5.1 The Leased Premises may be used for the storage, repair, manufacturing, or maintenance of Lessee's property and for any other lawful purpose.
- 5.2 Lessee shall not cause the Leased Premises to be in violation of Federal, State, or Local Laws, Ordinances or Regulations relating to environmental conditions on, under or about the Leased Premises, including but not limited to, soil and ground water conditions. Lessee shall not use, generate, manufacture, store or dispose of on, or under, or about Leased Premises or transport to or from the

Leased Premises any toxic or hazardous materials, substances or waste which may be in violation of Local, State or Federal Law. Should any pollution or contamination occur on this property, Lessee shall be responsible for all cleanup and restoration expenses associated with restoring this land (Leased Premises) to its original state at the inception of this Lease, to include but not limited to attorney's fees. Lessor represents that the Leased Premises are not in violation of federal, State or Local Laws, regarding the use, generation, manufacturing, storage or disposal of on, under or about the Leased Premises or transportation to or from the Leased Premises any toxic or hazardous materials, substances or waste..

6. SUBLETTING

- 6.1 The Lessee shall not sublet the Leased Premises or assign the Lease, or any part thereof, without prior written consent of Lessor, which shall not be unreasonably withheld. Notwithstanding the above, Lessee's parent company, its subsidiary companies and divisions shall be able to use Leased Premises without necessity of a sublease or assignment.

7. TAXES AND ASSESSMENTS

- 7.1 Lessor agrees to pay directly to the taxing authorities all ad valorem taxes and the assessments levied or assessed on the Leased Premises. Lessee shall pay personal property taxes on Lessee's inventory and equipment during the Initial or any Extended Term of this Lease. Should any improvements to this property by the Lessee cause an increase in taxes and assessments, Lessee shall be responsible proportionally for any increased taxes due.

8. INDEMNITY

- 8.1 Lessee agrees that it will defend, protect and save and keep the Lessor, all LLC members and all LLC owners, harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, where occasioned by the neglect of Lessee or those holding under Lessee. Lessee will at all times defend, protect, indemnify and save and keep the Lessor harmless against and from any and all loss, damage or expense, arising out of or from any accident or other occurrence on or about said Leased Premises, causing injury to any person or property whomsoever or whatsoever. Lessee will defend, protect, indemnify, save and hold the Lessor harmless against and from any and all claims and against and from any and all loss, cost, damage or expense, including reasonable attorney's fees, arising out of any failure of Lessee in any respect to comply with and perform all requirements and provisions hereof.

9. INSURANCE

- 9.1 As long as this Agreement is in force, Lessee shall maintain, at its sole cost, the following types of insurance:
- 9.1.1. Comprehensive General Liability insurance with a combined single limit of \$1,000,000.00 per occurrence. The policy shall include products/completed operations and contractual coverage. The policy shall be on an "occurrence" basis and contain a Waiver of Subrogation in favor of certificate holder as required by written contract.

9.1.2. Automobile Liability insurance with a combined single limit of \$500,000.00 per occurrence. The policy shall provide coverage for all owned, non-owned, and hired vehicles.

9.1.3. Workers Compensation/Employers Liability insurance with the following limits:

- 9.1.3.1.1. Workers Compensation -- Statutory
- 9.1.3.1.2. Employer's Liability -- \$500,000.00 per occurrence

Lessee shall name Lessor Mini Meanie, LLC, Larry Tomlinson, Troy Tomlinson, and Stephanie Tomlinson as additional named insureds on the insurance policies. Lessee shall provide Lessor with an insurance certificate(s) as evidence that the required insurance is in force. Lessee will provide renewal certificates to Lessor as long as this agreement is in force. Such certificates shall specify that Lessor shall be given thirty (30) days notice prior to cancellation of any of the required insurance policies.

10. INSPECTION

10.1 The Lessor may enter the Leased Premises at reasonable times to inspect same, upon prior notice to and in the presence of Lessee's agent or employee (except in emergencies.)

11. DEFAULT OF LESSEE

11.1 Should Lessee fail to pay any of the rentals provided for herein, or should Lessee fail to comply with any of the other obligations of this Lease, within ten (10) days from the mailing, by Landlord of notice demanding same, Landlord shall have the right, at Landlord's option (a) to cancel this Lease, in which event there shall be due to Landlord as liquidated damages, a sum equal to the amount of the guaranteed rent for one year, or alternatively at Landlord's option to be reimbursed all actual cost incurred in reentering, renovating and reletting said Premises; (b) to accelerate all rentals due for the unexpired remaining term of this Lease and declare same immediately due and payable; or (c) to sue for the rents in intervals or as the same accrues. The foregoing provisions are without prejudice to any remedy that might otherwise be used under the laws of Mississippi for arrears of rent or breaches of contract, or to any lien to which Landlord may be entitled.

Should Landlord terminate this Lease as provided in this article, Landlord may reenter said Leased Premises and remove all persons, or personal property, without legal process, and all claims for damages by reason of such reentry are expressly waived.

Landlord's failure to strictly and promptly enforce these conditions shall not operate as a waiver of Landlord's right, Landlord hereby expressly reserving the right to always enforce prompt payment of rent, or to cancel this Lease regardless of any indulgences or extensions previously granted.

Lessee agrees that should Lessor have to sue Lessee for the possession of the premises, for the rentals due, or for any other reason under the terms of the lease, that Lessee shall pay Lessor's attorney's fees.

12. ALTERATION, ADDITIONS AND IMPROVEMENTS

12.1 The Lessee agrees not to make permanent alterations or improvements to the Leased Premises without the written consent of Lessor, which consent shall not be unreasonably withheld. The Lessee agrees to conform to sign criteria standards as set for by appropriate governmental authorities. Any Signage must

have the written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not remove any of the permanent improvements or additions at the termination of this Lease, unless specifically requested by Lessor to remove alterations or improvements constructed by Lessee solely for Lessee's benefit, including but not limited to signage.

14. NOTICES

- 14.1 Notices may be served upon the Lessor either in person or by certified mail at P. O. Box 2507 Gretna, Louisiana 70054. Notice may be served upon the (Lessee) 6813 Oak Court Diamondhead, MS 39523.

17. REPRESENTATIONS AND COMPLIANCE WITH LAW

- 17.1 Lessor represents to Lessee that Lessor has full authority to enter into this Lease, that Lessor has fee title to all the buildings, improvements, and the land which constitute the Leased Premises.
- 17.2 Lessor represents that it has no knowledge of any defect at the Leased Premises, that the Leased Premises conform to all laws, ordinances, restrictions, zoning regulations and requirements of all governmental authorities or agencies.
- 17.3 This Lease and all its terms shall be governed by and construed in accordance with the laws of the State of Mississippi.

WITNESS OUR SIGNATURES on this 27th day of November 2019

LESSOR:

LESSEE:

MINI MEANIE, LLC

OSTER Group Consulting LLC

By: F. L. Tomlinson
F. L. TOMLINSON

By: MARK OSTER
MARK OSTER