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**MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
AUGUST 13, 2020
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION
CITY OF LONG BEACH, MISSISSIPPI
5:30 O'CLOCK P.M.
LONG BEACH CITY HALL
MEETING ROOM
201 JEFF DAVIS AVENUE**

I. CALL TO ORDER

II. ROLL CALL AND ESTABLISH QUORUM

III. PUBLIC HEARINGS

IV. ANNOUNCEMENTS

V. APPROVE MINUTES

1. July 23, 2020

VI. UNFINISHED BUSINESS

1. Discussion- Tree Ordinances 364, 490 and 491

VII. NEW BUSINESS

1. Tree Removal (3 Live Oaks, 1 Magnolia)- 112 East Azalea Drive, Tax Parcel 0712D-03-027.000, Submitted by Virginia G. Norton.
2. Tree Removal (1 Live Oak)- Anna Fen Yau Li and Kung-Chia Li, 0 South Cleveland Avenue, Tax Parcel 0612A-03-048.000.

VIII. DEVELOPMENT & RESEARCH

IX. ADJOURN

*****NOTES*****

**All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on August 18, 2020.

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

Commissioner Shawn Barlow read the Opening Statement for the Planning and Development Commission.

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Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 13th day of August 2020, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Commission Chairman Frank Olaivar, Commissioners Shawn Barlow, Mark McMillan, Larry Ward, Kevin McKenzie, and Minutes Clerk Tina M. Dahl.

Absent the Regular Meeting were Commissioners Jeff Hansen, Eddie Seal, Junior Husband, Marcia Kruse, City Consultant Bill Hessell and Building Official Mike Gundlach.

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

Commissioner Barlow made motion, seconded by Commissioner McMillan and unanimously carried to approve the Regular Meeting minutes of July 23, 2020, as submitted.

It came for discussion under Unfinished Business, Tree Ordinances 364, 490 and 491, as follows:

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The Mayor and Board of Aldermen of the City of Long Beach, Mississippi, took up the matter of providing for the protection and removal of trees within said City. Whereupon Alderman Walker introduced in writing the following Ordinance

ORDINANCE 364

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, REGULATING THE PLANTING AND REMOVAL OF STREET TREES AND TREES ON PRIVATE PROPERTY WITHIN SAID CITY, REQUIRING A PERMIT FOR THE REMOVAL OF CERTAIN TREES FROM PRIVATE PROPERTY, PROVIDING FOR THE PROTECTION OF TREES FROM ABUSE AND NUTILATION, PROVIDING FOR PENALTIES FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE, AND FOR RELATED PURPOSES.

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Short Title

This Ordinance shall be known, and may be cited, as "The Tree Preservation and Protection Ordinance of the City of Long Beach, Mississippi."

SECTION 2. Intent and Purpose

The intent and purpose of this Ordinance is, through the preservation and planting of trees and removal thereof, to: aid in the stabilization of soil by the prevention of erosion and sedimentation; reduce storm water runoff and the costs associated therewith and replenish ground water supplies; aid in the removal of carbon dioxide and generation of oxygen in the atmosphere; provide a buffer and screen against noise pollution; provide protection against severe weather; aid in the control of drainage and restoration of damaged soil subsequent to construction or grading; provide a haven for birds which in turn assist in the control of insects; protect and increase property values; conserve and enhance the City's physical and aesthetic environment; and generally protect and enhance the quality of life and the general welfare of the City.

SECTION 3. Definitions

(a) In addition to any words and terms or phrases elsewhere defined herein, the following words, terms and phrases shall have the following meanings, unless some other meaning is plainly intended.

"Caliper" shall mean the diameter of any tree trunk six (6) inches above ground level.

"City" shall mean the City of Long Beach, Mississippi.

"Governing Body" shall mean the Mayor and Board of Aldermen of the City of Long Beach, Mississippi.

"Mayor" shall mean the Mayor of the City

"Building Official" shall mean the Building Official of the City.

"Person" shall mean an individual, partnership, corporation, society, trust or any unincorporated organization, association, or other combination of individuals whether legal or natural, and any agency, department or subdivision of the City.

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"Planning Commission" shall mean the Planning Commission of the City.

"Public Works Department" shall mean the Public Works Department of the City.

"Removal" shall mean the ultimate destruction or removal of any shrub, or tree through cutting, land fill, drainage, poison, fire, explosion, damaging, or any other direct or indirect action resulting in the death of such shrub, shrubs, tree or trees.

"Street Tree" or "street shrub" shall mean any tree or shrub in a public place.

"Tree Worthy of Preservation" shall mean any tree which can reasonably be determined by the Planning Commission of the City to have a remaining life span equal to or greater than that of a proposed structure included in a site plan or subdivision plat, or any tree which is unique by reason of age, size, rarity or status as a landmark or species specimen, or other outstanding quality.

SECTION 4. STREET TREES/STREET SHRUBS--JURISDICTION.

(a) The Planning Commission, subject to the approval of the Governing Body of the City, shall have exclusive jurisdiction and supervision over all trees, shrubs and grassy areas planted or growing in public places. The Public Works Department of the City, with the direction of the Planning Commission, shall have the duty to plant, trim, spray, treat, preserve, remove trees, shrubs and grassy areas in public places to insure safety or preserve the symmetry and beauty of such public places.

(b) It shall be unlawful for any person to hinder, prevent, delay or interfere with the Planning Commission, the Public Works Department, or any agent or employee thereof, in the exercise of the powers and duties in the carrying out of the provisions hereof. This section shall not be construed to prohibit the pursuit of any legal or equitable remedy in a court of competent jurisdiction for the protection of personal or property rights by any property owner in the City of Long Beach, Mississippi.

(c) There is excluded from the provisions of this section, public places in the median of U. S. Highway 90 within jurisdiction of the Harrison County Park Commission.

(d) All actions of the Planning Commission and/or the Public Works Department in carrying out the provisions of this Section are subject to the prior approval of the Governing Body of the City which may provide for such actions, at its discretion, to be carried out by contract with private persons.

SECTION 5. PERMIT REQUIRED FOR REMOVAL OF TREE FROM PRIVATE PROPERTY.

(a) It shall be unlawful for any person to remove or cause or assist in the removal of any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without first having obtained a valid tree removal permit. For the purpose of this Section, a tree is any self-supporting Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crown.

(b) Any person desiring a permit for removal of any Live Oak or Magnolia tree, as required by this Ordinance, shall submit a written application, together with a filing fee of \$10.00 for each tree proposed to be removed. The application, together with the filing fee, shall be submitted to the Zoning Enforcement Officer of the City, and shall include the following information:

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- (1) Name and address of the applicant and status of legal entity.
 - (2) Status of applicant with respect to the land upon which such tree or trees is or are located.
 - (3) Written consent of the owner and mortgagee of the land if the applicant is not the owner.
 - (4) Map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area.
 - (5) Name and address of the person preparing any map, drawing or diagram submitted with the application.
 - (6) Location of the property, including a street number and address and lot number as shown on the official assessor's map of the City.
 - (7) A true copy of the deed or other muniment of title evidencing ownership of the subject property.
 - (8) Location of all trees on the property and identification of size and species.
 - (9) Designation of all diseased and/or damaged trees.
 - (10) Designation of any trees endangering any roadway, pavement, or utility line.
 - (11) Any proposed grade changes that might adversely affect or endanger any trees on the site and specifications of how to maintain them.
 - (12) Designation of trees to be removed and trees to be maintained.
 - (13) Purpose of tree removal (construction, street or roadway, recreation area, patio, parking lot, diseased tree not worthy of preservation, etc.)
 - (14) Location of existing and/or proposed structures.
 - (15) A statement of the applicant that no person, not a party to the application, has any interest in the title in or to the property.
- (c) The Zoning Enforcement Officer, in addition may require the applicant to furnish, and the applicant shall thereupon supply any of the following documentation:
- (1) A site plan specifying the methods to be used to preserve all remaining trees and their root system and the means of providing water and nutrients to their root systems.
 - (2) A topographical survey of the land if development, construction, or subdivision will result in change in elevation, or if the land is more than one acre in area.
 - (3) Plat or survey of the land drawn to scale by a registered land surveyor or professional engineer.
 - (4) Location of all existing and proposed utilities.
 - (5) Grading and drainage requirements.
 - (6) The extent, description and time frame which will be used by applicant and/or owner to replenish the flora occasioned by the removal of any Live Oak and/or Magnolia trees.
 - (7) Location and description of all existing or proposed structures, improvements and site uses, properly dimensioned and referenced to property lines, drawn to scale.

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SECTION 6. PLANNING COMMISSION REVIEW OF PERMIT APPLICATION.

The Zoning Enforcement Officer shall refer the application for tree removal permit and supporting documents to the Planning Commission of the City for review and determination whether the permit should be granted or denied and appropriate recommendations to the Governing Body of the City for final action. In determining whether or not a Tree Removal Permit should be granted and making its recommendation to the Governing Body of the City, the Planning Commission shall consider the following:

- (a) The condition of the tree or trees proposed to be removed with respect to disease, insect attack, danger of falling, proximity to existing or proposed structures and interference with utility services.
- (b) The necessity of removing the tree or trees in order to construct the proposed improvements or structures to allow reasonable economic use of the property.
- (c) The effect of removal on erosion, soil moisture retention, flow of surface waters and coordination with the drainage system plan of the City of Long Beach, Mississippi.
- (d) The number and density of trees in the area and the effect of tree removal on property values of the neighborhood and other existing vegetation.
- (e) Whether any tree proposed to be removed is worthy of preservation.
- (f) Impact upon the urban and natural environment, including:
 - (1) Whether tree removal would substantially alter the water table or affect the stability of ground and surface water.
 - (2) Whether tree removal would affect water quality and aquifer recharge by reducing the natural assimilation of nutrients, chemical pollutants, heavy metals and other substances from ground and surface waters during the movement of water towards an aquifer or natural stream.
 - (3) Whether tree removal would have an adverse impact upon existing biological and ecological systems.
 - (4) Whether tree removal would affect noise pollution by increasing source noise levels to such a degree that a public nuisance or violation of noise control would occur.
 - (5) Whether tree removal will affect air movement by significantly reducing the ability of existing vegetation to reduce wind velocities.
 - (6) Whether tree removal will affect air quality by significantly affecting the natural cleansing of the atmosphere by vegetation.
 - (7) Whether tree removal will affect wildlife habitat by significantly reducing the habitat available for wildlife existence and reproduction or causing the emigration of wildlife from adjacent or associated eco-systems.
- (g) The ease with which the applicant can alter or revise the proposed development of improvement to accommodate existing trees.
- (h) The economic hardship that would be imposed upon the applicant were the permit denied.
- (i) The heightened desirability of preserving tree cover in densely developed or densely populated areas.

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- (j) The need for visual screening in transitional zones or relief from glare, blight, commercial or industrial ugliness or any other visual affront.
- (k) Whether the continued presence of the tree or trees is likely to cause danger to a person or property.
- (l) Whether the topography of the area in which the tree or trees is located is of such a nature to be damaging or injurious to trees.
- (m) Whether the removal of the trees is for the purpose of thinning a heavily wooded area where some trees will remain.
- (n) These provisions shall not apply to:
 - (a) The removal of trees from commercial or horticultural properties such as farms, nurseries, or commercial forests. This exception shall not be interpreted to include lumber harvesting incidental to imminent development of the land.
 - (b) The removal of trees on public rights-of-ways conducted by or on behalf of a Federal, State, County, Municipal, or other governmental agency in pursuance of its lawful activities or functions in the construction or improvement of public rights-of-ways.
 - (c) The removal of a tree which has become or threatens to become a danger to human life or property.
 - (o) In submitting its recommendations to the Governing Body of the City, the Planning Commission shall state its reasons for either a recommendation for granting or denying the application for the Tree Removal Permit.

SECTION 7. FINAL APPROVAL OF GOVERNING BODY REQUIRED FOR TREE REMOVAL PERMIT.

- (a) At its next regular meeting following the receipt the recommendations of the Planning Commission concerning an application for Tree Removal Permit, or at such meeting to which the same may be recessed or adjourned, the Mayor and Governing Body of the City shall take final action in granting or denying the application for Tree Removal Permit. The underlying facts and circumstances for granting or denying the application shall be spread upon the minutes of the Mayor and Governing Body. Any person feeling aggrieved at the findings and decisions of the Mayor and Governing Body of the City shall have the right to appeal by bill of exceptions to the Circuit Court in and for the First Judicial District of Harrison County, Mississippi, in the manner provided by Laws of the State of Mississippi.
- (b) As a condition of granting the Tree Removal Permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia Trees removed; trees to be of four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

SECTION 8. REMOVAL OF TREE, PENALTIES.

- (a) Any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid Tree Removal Permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$ 1,000.00. The removal of each tree without having first secured a valid Tree Removal Permit shall constitute a separate offense and shall be punishable as such.

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- (b) If any person shall remove any Live Oak or Magnolia tree from any property within the City of Long Beach, Mississippi, without first having obtained a valid Tree Removal Permit, and have any permit granted for the construction, remodeling or demolition of any building, improvement or structure on such property, or for the subdivision of such property, such person shall be in violation of the provisions of this Ordinance; and upon such finding of such violation of this Ordinance, the Governing Body of the City shall revoke such permit for construction, remodeling or demolition of any building, improvement or structure on such property or for the subdivision of such property; and such person so violating the provisions of this ordinance shall not be granted any new permit for the construction, remodeling or demolition of any building, improvement or structure on such property or for the subdivision of such property for a period of not less than six (6) months nor more than nine (9) months from the date of such revocation of such permit. This penalty is in addition to the penalties set forth in sub-section a of this section above.

SECTION 9. HEADINGS, CATCH PHRASES.

The headings and catch phrases of each section of this ordinance or for easy reference and research and shall not be construed to affect the meaning of any of such sections.

SECTION 10. EMERGENCIES.

In the event of emergencies involving, but not limited to, hurricanes, windstorms, floods, freezes or other civil disasters, the requirements of this ordinance may be temporarily waived or suspended by proclamation of the Mayor or the City of Long Beach, Mississippi, filed with the City Clerk of said City.

SECTION 11. SEPARABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof to any person or circumstance, shall be held invalid, or unconstitutional, by any court of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application; and to that end, the provisions of this ordinance, and each section, subsection, sentence, clause or phrase are hereby declared to be severable.

SECTION 12. EFFECTIVE DATE.

For good cause shown, and the public health and safety being the intent and purpose of this ordinance, and the immediate preservation of order and public welfare so requiring it, this Ordinance shall be in full force and effect from and after its adoption, the same nevertheless to be published and enrolled as required by law.

The above and foregoing Ordinance No. 364 having been introduced in writing, was first read and considered section by section and then as a whole. Alderman Walker moved the adoption of the ordinance and Alderman Lawless seconded the motion to adopt the same; and after discussion, the question being put to a roll call vote, the result as to each section and as to the whole of said ordinance was as follows:


Alderman Sal Giuffria	voted	Yea
Alderman Miriam Graves	voted	Yea
Alderman Mike Lawless	voted	Yea

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2	Alderman Donald Logan	voted	<u>Yea</u>
	Alderman Wayne O'Neal	voted	<u>Absent</u> and not voting
	Alderman Michael Rutledge	voted	<u>Yea</u>
	Alderman Fred Walker	voted	<u>Yea</u>

The motion having received the affirmative vote of a majority of the aldermen present, the Mayor declared the motion carried and said Ordinance No. 364 adopted and approved this 21st day of October, 1986.

APPROVED:


Glenn W. Mitchell, Mayor

ATTEST:



Jeritza A. Pell, City Clerk

CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Jeritza A. Pell, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of Ordinance #364 adopted by the Mayor and Board of Aldermen of the City of Long Beach at a regular meeting duly convened and held on the 21st day of October, 1986, as the same appears of record in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 22nd day of October, 1986.


Jeritza A. Pell, City Clerk

(SEAL)

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ORDINANCE NO. 490

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 364, ENTITLED, "AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, REGULATING THE PLANTING AND REMOVAL OF STREET TREES AND TREES ON PRIVATE PROPERTY WITHIN SAID CITY, REQUIRING A PERMIT FOR THE REMOVAL OF CERTAIN TREES FROM PRIVATE PROPERTY, PROVIDING FOR THE PROTECTION OF TREES FROM ABUSE AND MUTILATION, PROVIDING FOR PENALTIES FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE, AND FOR RELATED PURPOSES" TO INCREASE THE FILING FEE FOR APPLICATION TO REMOVE TREES AND TO MAKE SAME APPLICABLE FOR EACH PARCEL AND TO ESTABLISH PERMIT FEES FOR TREE REMOVAL, AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi, (the "Municipality") having made due investigation therefore, do now find, determine, adjudicate and declare as follows:

That in order to more effectively fulfill the purpose and intent of the City's "Tree Ordinance", being Ordinance No. 364, and equitably assess the cost of application and enforcement of same, it is necessary to amend the permit application fee and establish permit fees for trees permitted to be removed pursuant to the said ordinance. Now therefore,

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION 1 Section 5 of Ordinance No. 364 of the City of Long Beach, Mississippi, entitled, "AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, REGULATING THE PLANTING AND REMOVAL OF STREET TREES AND TREES ON PRIVATE PROPERTY WITHIN SAID CITY, REQUIRING A PERMIT FOR THE REMOVAL OF CERTAIN TREES FROM PRIVATE PROPERTY, PROVIDING FOR THE PROTECTION OF TREES FROM ABUSE AND MUTILATION, PROVIDING FOR PENALTIES FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE, AND FOR RELATED PURPOSES" be and it is hereby amended to read as follows:

"SECTION 5 PERMIT REQUIRED FOR REMOVAL OF TREE FROM PRIVATE PROPERTY"

(a) It shall be unlawful for any person to remove or cause or assist in the removal of any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without first having obtained a valid tree removal permit. For the purpose of this section, a tree is any self-supporting Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crown.

(b) Any person desiring a permit for removal of any Live Oak or Magnolia tree, as required by this ordinance, shall submit a written application, together with a filing fee of \$25 per parcel of land to which such application pertains. The application, together with the filing fee, shall be submitted to the Zoning Enforcement Officer of the City, and shall include the following information:

- (1) Name and address of the applicant and status of legal entity
- (2) Status of applicant with respect to the land upon which such tree or trees is or are located

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- (3) Written consent of the owner and mortgagee of the land if the applicant is not the owner
 - (4) Map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area
 - (5) Name and address of the person preparing any map, drawing or diagram submitted with the application
 - (6) Location of the property, including a street number and address and lot number as shown on the official assessor's map of the City
 - (7) A true copy of the deed or other instrument of title evidencing ownership of the subject property
 - (8) Location of all trees on the property and identification of size and species
 - (9) Designation of all disease and/or damaged trees
 - (10) Designation of any trees endangering any roadway, pavement, or utility line
 - (11) Any proposed grade changes that might adversely affect or endanger any trees on the site and specifications of how to maintain them
 - (12) Designation of trees to be removed and trees to be maintained
 - (13) Purpose of tree removal (construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc.)
 - (14) Location of existing and/or proposed structures
 - (15) A statement of the applicant that no person, not a party to the application, has any interest in the title in or to the property
- (c) The Zoning Enforcement Officer, in addition may require the applicant to furnish, and the applicant shall thereupon supply any of the following documentation:
- (1) A site plan specifying the methods to be used to preserve all remaining trees and their root system and the means of providing water and nutrients to their root systems
 - (2) A topographical survey of the land if development, construction, or subdivision will result in change in elevation, or if the land is more than one acre in area
 - (3) Plat or survey of the land drawn to scale by registered land surveyor or professional engineer
 - (4) Location of all existing and proposed utilities
 - (5) Grading and drainage requirements
 - (6) The extent, description and time frame which will be used by the applicant and/or owner to replant the flora occasioned by the removal of any Live Oak and/or Magnolia trees
 - (7) Location and description of all existing or proposed structures, improvements and site uses, properly dimensioned and referenced to property lines, drawn to scale.

SECTION 2 Section 7 of said Ordinance No. 364 of the City of Long Beach, Mississippi, be and it is hereby amended to read as follows:

"SECTION 7 FINAL APPROVAL OF GOVERNING BODY REQUIRED FOR TREE

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REMOVAL PERMIT

(a) And its next regular meeting following the receipt of the recommendations of the Planning Commission concerning an application for Tree Removal Permit, or at such meeting to which the same may be recessed or adjourned, the Mayor and Governing Body of the City shall take final action in granting or denying the application for Tree Removal Permit. The underlying facts and circumstances for granting or denying the application shall be spread upon the minutes of the Mayor and Governing Body. Any person feeling aggrieved at the finding and decisions of the Mayor and Governing Body of the City shall have the right to appeal by bill of exceptions to the Circuit Court in and for the First Judicial District of Harrison County, Mississippi, in the manner provided by the Laws of the State of Mississippi.

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

(c) Upon issuance of a Tree Removal Permit, the permit fees will be as follows:

\$45.00 per tree permitted to be removed"

SECTION 3. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof, be held by any court of competent jurisdiction to be invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance.

SECTION 4. Effective Date

This ordinance shall take effect and be and force thirty (30) days after its adoption, publication and enrollment thereof as provided by law.

The above and foregoing Ordinance No. 490 was introduced in writing by Alderman Ponthieux who moved its adoption. Alderman Bennett seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Jimmy Levens	voted Nay
Alderman Jerry Rouse	voted Aye
Alderman Gary Ponthieux	voted Aye
Alderman Richard Bennett	voted Aye
Alderman Billy Skellie, Jr	voted Nay
Alderman Allen D. Holder, Jr	voted Nay
Alderman Joseph McNary	voted Aye

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The question having received the affirmative vote of a majority the Aldermen present and voting, the Mayor declared the motion carried in the said Ordinance adopted and approved this the 21st day of October, 2003.

APPROVED:


ROBERT E. BASS, JR., MAYOR

ATTEST:


REBECCA E. SCHRUFF, CITY CLERK

CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Rebecca E. Schruoff, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #490 of the City of Long Beach, Mississippi adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 21st day of October, 2003, as the same appears of record in Ordinance Book #6, pages 498-501, inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 22nd day of October, 2003.

(SEAL)


Rebecca E. Schruoff, City Clerk

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ORDINANCE NO 491

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 364, AS AMENDED, ENTITLED, "AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, REGULATING THE PLANTING AND REMOVAL OF STREET TREES AND TREES ON PRIVATE PROPERTY WITHIN SAID CITY, REQUIRING A PERMIT FOR THE REMOVAL OF CERTAIN TREES FROM PRIVATE PROPERTY, PROVIDING FOR THE PROTECTION OF TREES FROM ABUSE AND MUTILATION, PROVIDING FOR PENALTIES FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE, AND FOR RELATED PURPOSES" TO REDUCE PERMIT FEES FOR TREE REMOVAL WHERE REMOVAL IS REQUIRED BY DAMAGE CAUSED BY THE SUBJECT TREE OR TREES TO PERMANENT IMPROVEMENTS ON THE PARCEL OF LAND WHERE THE SUBJECT TREE IS SITUATED, AND FOR RELATED PURPOSES

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi, (the "Municipality") having made due investigation therefore, do now find, determine, adjudicate and declare as follows:

1. That in order to more effectively fulfill the purpose and intent of the City's "Tree Ordinance", being Ordinance No. 364, and equitably assess the cost of application and enforcement of same, particularly in those instances where removal of a tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated, it is necessary to amend the permit fees for trees permitted to be removed pursuant to the said ordinance. Now therefore,

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Section 7 of said Ordinance No. 364 of the City of Long Beach, Mississippi, entitled, "AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, REGULATING THE PLANTING AND REMOVAL OF STREET TREES AND TREES ON PRIVATE PROPERTY WITHIN SAID CITY, REQUIRING A PERMIT FOR THE REMOVAL OF CERTAIN TREES FROM PRIVATE PROPERTY, PROVIDING FOR THE PROTECTION OF TREES FROM ABUSE AND MUTILATION, PROVIDING FOR PENALTIES FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE, AND FOR RELATED PURPOSES" as amended, be and it is hereby amended to read as follows:

SECTION 7. FINAL APPROVAL OF GOVERNING BODY REQUIRED FOR TREE REMOVAL PERMIT.

(a) And its next regular meeting following the receipt of the recommendations of the Planning Commission concerning an application for Tree Removal Permit, or at such meeting to which the same may be recessed or adjourned, the Mayor and Governing Body of the City shall take final action in granting or denying the application for Tree Removal Permit. The underlying facts and circumstances for granting or denying the application shall be spread upon the minutes of the Mayor and Governing Body. Any person feeling aggrieved at the finding and decisions of the Mayor and Governing Body of the City shall have the right to appeal by bill of exceptions to the Circuit Court in and for the First Judicial District of Harrison County, Mississippi, in the manner provided by the laws of the State of Mississippi.

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

503

(c) Upon issuance of a Tree Removal Permit, the permit fees will be as follows:

1) For Removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated, a fee of \$ 1.00 per tree permitted to be removed;

2) For Removal of all other trees, a fee of \$45.00 per tree permitted to be removed"

SECTION 2 Severability

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof, be held by any court of competent jurisdiction to be invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance

SECTION 3 Effective Date

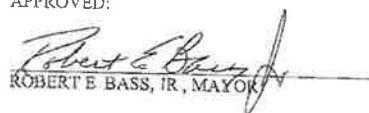
This ordinance shall take effect and be and force thirty (30) days after its adoption, publication and enrollment thereof as provided by law

The above and foregoing Ordinance No. 491 was introduced in writing by Alderman Rouse who moved its adoption. Alderman Ponthieux seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Timmy Levens	voted	Aye
Alderman Jerry Rouse	voted	Aye
Alderman Gary Ponthieux	voted	Aye
Alderman Richard Bennett	voted	Aye
Alderman Billy Skellie	voted	Aye
Alderman Allen D. Holder, Jr	voted	Aye
Alderman Joseph McNary	voted	Aye

The question having received the affirmative vote of all the Alderman present and voting, the Mayor declared the motion carried in the said Ordinance adopted and approved this the 17th day February, 2004

APPROVED:


ROBERT E. BASS, JR., MAYOR

ATTEST:


REBECCA E. SCHRUOFF, CITY CLERK

**MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**
504

CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Rebecca E. Schruff, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #491 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on March 17, 2004, as the same appears of record in Ordinance Book #6, Pages 502-504, inclusive, in my office at the City Hall in said City

Given under my hand and the official seal of my office this the 18th day of March, 2004

(SEAL)


Rebecca E. Schruff, City Clerk

After discussion, Commissioner Ward made motion, seconded by Commissioner McKenzie and unanimously carried to schedule a work session for September 10, 2020, after the regular scheduled meeting.

It came on for discussion under New Business, a Tree Removal Application for property located at 112 East Azalea Drive, Tax Parcel 0712d-03-027.000, submitted by Virginia G. Norton, as follows:

**MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

487



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

OFFICE USE ONLY
Date Received 7-31-20
Zoning B-1
Agenda Date 8-13-20
Check Number 1468

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

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

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

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

TODAY'S DATE: July 30, 2020

PROPERTY INFORMATION

TAX PARCEL # 0712D-03-027-000

Address of Property Involved: 112 E. AZALEA DR.

Property owner name: Virginia G. Norton

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

Property owner address: 108 W. AZALEA DR.

Phone No. (903) Long Beach 244-6994

CONTRACTOR OR APPLICANT INFORMATION

Company Name: N/A

Phone No. _____ Fax: _____

Name _____

Address _____

PERMIT INFORMATION

Permit for: Removal Trimming Pruning

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

See separate attachment. (use separate sheet if needed)

Number of Trees:
3 Live Oak 1 Southern Magnolia

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

Virginia G. Norton 7/30/2020
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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

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

VB OWNERSHIP: Please provide a recorded warranty deed.

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

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

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

MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MISSISSIPPI DEPARTMENT OF REVENUE
Document 2019-0144 01-01
Filed/Recorded 10/21/2019 1:40 PM
Seed Fees: \$ 12.00
if Fees Resisted

Return To:
in Charge of
Mississippi State Road
Department, MS 39503
228-431-1818
LFP File No.: 1906726

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid this date, and for good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged:

Witness my hand and the seal of the Dick R. Kinser and Mary H. Kinser

68-8621547

Notary Public, Commission Expires 08/31/2021

Virginia G. Norton, a single person, Grantee
112 Azalea Drive
Long Beach, MS 39506
901-244-6994

The property described hereon and property being located in Harrison County, Mississippi, more particularly described as follows:

(See Exhibit A attached)

DESCRIPTION: Lot 39, Azalea Homes S/D, Harrison County, MS

The taxes and other charges for the current year have been prorated as of this date and are assumed by the Grantee. When said taxes are actually determined, if the amount of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

July 31, 2020

Long Beach Planning and Development Commission:

I recently had two small oaks removed from this property due to overcrowding. Thank you for your approval. When I purchased this property 9 months ago, there were 10 live oaks, 1 water oak and 1 Magnolia tree on this small lot. After receiving the arborist's notes on his inspection, I began taking a closer look at the mature oaks and I'm shocked at what terrible shape they are in. I am, therefore asking for removal of several trees and invite the opinion on the very best solution from your arborist to maintain healthy and attractive trees on this property.

Live Oak #1; Backyard NW, 74" circumference:

This tree is misshapen and is under the canopies of 2 very large and beautiful oaks. It has a significant amount of rot. If the arborist deems that it should go, I am requesting that it be removed.

Live Oak #8; East yard, 55" circumference:

This tree is leaning severely toward the house. The street side has almost entirely been trimmed off by the power company. Also, it is on an incline and the street side roots are partially exposed.

Live Oak #6; SE side yard, 47.5" circumference:

This tree is badly misshapen and is totally under the canopy of another large, mature live oak tree. It, too, has been cut almost in half by the power company. It is on an incline and some roots are exposed.

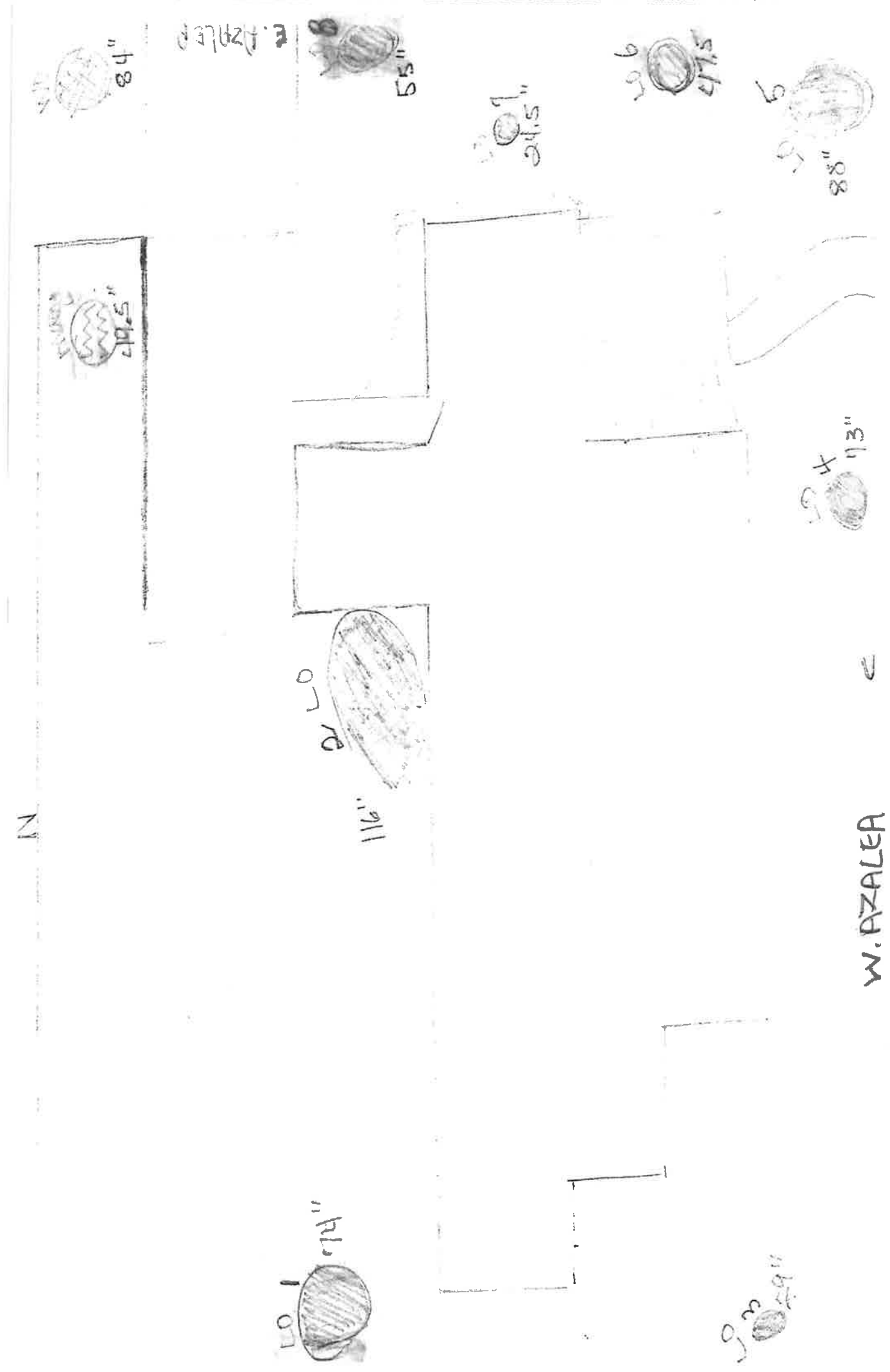
Magnolia Tree; NE rear yard. 49.5" circumference.

This poor tree is broken and almost totally rotten. The entire core is rotten and fills with rain water. It is in danger of falling on the fence and neighbor's house.

Virginia G. Norton

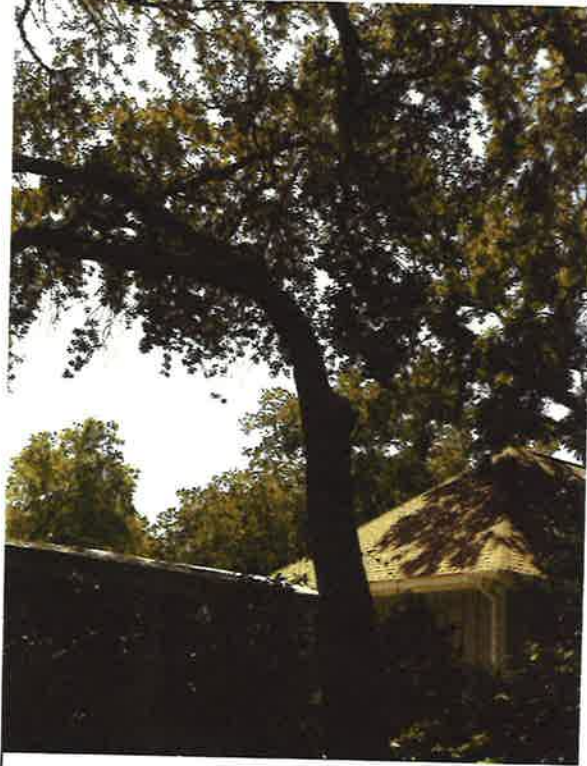
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



W. AZALEA ←

**MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Live Oak #1



Live Oak #1

**MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Live Oak #6



Live Oak #8

**MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Magnolia



Magnolia

MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM

Date: August 4, 2020

To: City of Long Beach

From: Long Beach Tree Board

Re: Tree Removal Application – 112 E. Azalea Drive

.....

Live Oak #1, located in Ms. Norton's backyard, is very close to the home and is leaning over her rooftop. The tree is situated close to a large Live Oak tree that has influenced and stunted its growth. The Tree Board does not object to the removal of Live Oak #1. The tree threatens her home and its removal will not materially affect the canopy.

Live Oak Trees #6 and #8 are also growing beneath the canopy of a large Live Oak in her side yard. The Trees have been aggressively trimmed by the power company and are not thriving. The removal of the trees will not affect the local canopy and may allow the larger tree canopy to expand. The Tree Board does not object to the removal of Live Oaks #6 and #8.

The Magnolia Tree is completely rotten and is causing an imminent threat to Ms. Norton's home and the home of a neighbor. The Tree should be removed.

In general, the corner lot on which the home is situated is too small to accommodate the number of trees currently in place. Two of the Live Oak Trees remaining on the property are very mature, majestic trees with extensive canopies. A total of five Live Oak trees will remain. Ms. Norton is committed to creating and maintaining conditions that will allow all of the existing trees to thrive.

After considerable discussion, and upon a City of Long Beach Tree Board Member's recommendation in accordance with the City of Long Beach Tree Ordinance, Commissioner Barlow made motion, seconded by Commissioner McMillan and unanimously carried to approve the application as submitted.

It came for discussion under New Business a Tree Removal Application for property located at 0 South Cleveland Avenue, Tax Parcel 0612A-03-048.000, submitted by Anna Fen Yau Li and Kung-Chia Li as follows:

MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received 8-4-20
Zoning R-O
Agenda Date 8-13-20
Check Number 4221

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

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

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

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

TODAY'S DATE: 8/13/20

PROPERTY INFORMATION

TAX PARCEL # 0612A-03-048.000

Address of Property Involved: 400 S. CLEVELAND AVE.

Property owner name: LI ANNA FEN YAU & KIM CHIN FMI

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

Property owner address: UNKNOWN

Phone No. () _____

CONTRACTOR OR APPLICANT INFORMATION

Company Name: _____

Phone No. 601-270-6065

Name BRUCE MABEE

Address 4020 IRELAND ST BSL, MS

PERMIT INFORMATION

Permit for: Removal Trimming Pruning _____

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

(use separate sheet if needed)

CONSTRUCTION OF HOME

1 LIVE OAK REMOVAL

1 LIVE OAK TRIM

Number of Trees:

2 Live Oak 0 Southern Magnolia

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

Bruce Mabee 8/13/20
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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

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

Bm OWNERSHIP: Please provide a recorded warranty deed.

Bm PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

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

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

MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
UNOFFICIAL

STATE OF MISSISSIPPI
COUNTY OF HARRISON



1st Judicial District
Instrument 2006 1474 D -J1
Filed/Recorded 2/20/2006 3:18 P
Total Fees 12.00
7 Pages Recorded



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Oley J. Allen and Paula L. Myers, P.O. Box 1586, Gulfport, MS 39502, 228-324-2715 does hereby sell, convey and warrant unto Anna Fen Yau Li and husband Kung-Chia Li, 19503 Sedgecreek Drive, Katy, TX 77449, 630-430-1905, and Alice Lee and husband, David C. Hart 19503 Sedgecreek Drive, Katy, TX 77449, 630-430-1905 in the tenancies as set forth hereinafter, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Lot Twelve (12) in Block Fourteen (14) of the Original Town Of Long Beach, said description according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 11 at Page 6 (Copy Book 4A at Page 365) thereof, reference to which is hereby made in aid of and as a part of this description.

THIS CONVEYANCE is to the Grantees, Anna Fen Yau Li and husband Kung-Chia Li (hereinafter referred to as Li), as joint tenants with full rights of survivorship and not as tenants in common, and to the Grantees, Alice Lee and husband David C. Hart, (hereinafter referred to as Lee/Hart), as joint tenants with full rights of survivorship and not as tenants in common; that, however, as between Li and Lee/Hart, this conveyance is as tenants in common.

AD VALOREM TAXES for the current year have been pro-rated and are hereby assumed by the Grantees herein.

UNOFFICIAL
UNOFFICIAL

2

WITNESS OUR SIGNATURES, ON THIS THE 17TH DAY OF FEBRUARY, 2006.

Oley J. Allen
Oley J. Allen

Paula L. Myers
Paula L. Myers

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Oley J. Allen and Paula L. Myers, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of February, 2006.

UNOFFICIAL

Anna Fen Yau Li
NOTARY PUBLIC

MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

8/5/2020

Re: Cleveland Lot

From: alicee777@gmail.com,
To: tiffanystrunk@aol.com, fyl@vghtpe.gov.tw,
Subject: Re: Cleveland Lot
Date: Wed, Aug 5, 2020 2:30 pm

Dear Long Beach Board of Aldermen,

As a property owner and seller of a vacant lot in Long Beach on Cleveland, it has been explained by my Realtor to me the need for the purchasers to have our permission to proceed with lining up the city's permission to trim and cut down some trees on the lot in order to build a home. It is with great understanding the need to preserve and respect our natural trees as much as possible but also to respectfully grow with residential development in the town. It has been relayed to me that the buyers have that intention. The buyers have our permission now to pursue what is necessary to line with up their builder the necessary arrangements/permits/permission ahead of time and whatever they need to build their home once the closing occurs.

Sincerely,

Alice Lee Hart

Signature verification: ...
JSign Envelope ID: CCF04CA0-93A9-45E6-882A-6063892DB24D



CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE
LOTS AND LAND

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use.

- 1. PARTIES. Buyer David Scott Gray, Ashley Gray
2. Seller Anna Fen Yau Li, Kung-Chia Li, Alice Lee, David C. Hart
3. Buyer agrees to buy and Seller agrees to sell the herein described property on the terms and conditions set forth herein.
4. PROPERTY. Description: Lot Twelve (12), in Block Fourteen (14), of the Original Town of Long Beach
5. Long Beach
6. 406 S Cleveland Ave Long Beach 39560 in Harrison County, MS.
7. (street address, if available) (city) (zip code) (county)
8. The Property is further described as tax parcel # 0612A-03-048.000 in the public records of the county within which the property is located.
9. Property includes all improvements as they now exist on the Property including, but not limited to, improvements, fences, wells, etc.
10. Prior to Closing, Seller may remove on the following (if any, insert description here):
11. None
12.
13.
14.
15. Mineral Rights: Seller will transfer [X] ANY [] NONE [] OTHER (%) of mineral rights which it possesses in the real property to the Buyer.
16.
17. 3. PURCHASE PRICE. Buyer agrees to pay a purchase price of \$ 58,000.00 ("Purchase Price") by Federal Reserve wire transfer, Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i), or such form as is approved in writing by Seller.
18.
19. 4. EARNEST MONEY. (SELECT ONE):
20. [X] Buyer has tendered the sum of \$ 1,000.00 as Earnest Money to [CHECK ONE] [] Seller Broker [X] Buyer Broker who shall be fully responsible for said Earnest Money at all times. Responsible Broker shall hold Earnest Money until a binding Contract is entered into OR until such time as negotiations fail to result in a binding Contract, in which case the Earnest Money shall be promptly returned to Buyer. Upon entry of the parties into a binding Contract, said Broker shall deposit the Earnest Money into a federally insured trust account by the close of business of the next banking day following the Effective Date of the Contract, where it shall be held until the transaction is successfully consummated (at Closing) or termination of the transaction.
21. [] Buyer has not tendered Earnest Money. Buyer will tender within twenty-four (24) hours of the Effective Date (as defined in Section 9(D)) of this Contract a sum of \$ as Earnest Money to [CHECK ONE] [] Seller Broker [X] Buyer Broker. Buyer's failure to tender said sum within twenty-four (24) hours of said Effective Date shall constitute a material breach hereof and terminate the Contract unless Seller agrees in writing to extend the time for Buyer to tender Earnest Money and Buyer thereafter timely tenders said Earnest Money. Failure of Buyer to timely tender Earnest Money by the deadline as extended shall terminate the Contract.
22.
23. Any Earnest Money delivered to a non-broker licensee shall immediately be delivered to the Broker responsible for the Earnest Money deposit. In the event any Earnest Money check is dishonored by the bank on which it is drawn, Broker shall immediately notify all parties involved. Should the transaction be terminated prior to Closing through no breach of Buyer, Broker shall return the Earnest Money to Buyer when Buyer is rightfully entitled to it, allowing a reasonable time for clearance of any Earnest Money check. Should the transaction be terminated prior to Closing by reason of Buyer's default and the Seller be entitled to the Earnest Money by virtue of Section 10 hereof, Broker shall deliver the Earnest Money to Seller. In the event of uncertainty as to the proper disposition of Earnest Money, Broker shall interplead the funds in the appropriate court. In the event of interpleader, Buyer and Seller consent to (i) the filing of same by Broker; (ii) jurisdiction in the county where the property, or any part of it, lies; (iii) entry of an order discharging Broker upon deposit of the funds into court; and (iv) deduction against or reimbursement to Broker from the money interplead of all costs necessitated by the filing of the interpleader action, including reasonable attorney's fees, service of process fees and court costs.
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MINUTES OF AUGUST 13, 2020
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

USign Envelope ID: CCF04CA0-93A9-45E0-862A-6063892DB24D

44. 5. CONTINGENCIES.

45. (A) Loan. Applicable Not Applicable (Check One):

46. New Loan (check appropriate boxes): CONV Other: _____

47. To Be Determined

48. If applicable, Contract is contingent upon Buyer being approved for a new loan sufficient to close, provided that Buyer makes timely application and good faith efforts to secure loan prior to Closing. Within five (5) business days after the Effective Date of the Contract, Buyer will make application in proper form for the loan(s), shall cooperate with parties to obtain approval(s), diligently and timely pursue the same in good faith, execute all documents and furnish all information and documents required, and make timely payment of any costs of obtaining such loan approval. Failure of the Buyer to make timely application for loan and exercise good faith efforts to facilitate its approval shall entitle the Seller at its option to (A) excuse the failure and proceed with the transaction on such terms as the parties may agree to in writing in the form of an amendment to the Contract; OR (B) declare the Contract void and refund to Buyer the earnest money deposit; OR (C) treat the failure as a Breach by Buyer under paragraph 10 hereof. Buyer may apply for a loan with different terms and conditions and also close the transaction with a different type of loan provided all other terms and conditions of this Agreement are fulfilled and Seller's costs are not increased.

58. (B) Appraisal. Applicable Not Applicable (Check One):

59. If applicable, Property must appraise at or above Purchase Price or Buyer shall not be obligated to complete the purchase of the Property and all earnest money shall be refunded to Buyer, except when Buyer has failed to secure a timely appraisal in good faith. Failure of Buyer to make good faith efforts to secure a timely appraisal shall constitute a Breach of this Contract.

61. (C) Acceptance in Current Condition. Buyer has inspected the Property and finds same to be in satisfactory condition and accepts same in its current condition. Buyer acknowledges that neither Seller nor Listing Broker nor Selling Broker or salespersons associated with this transaction have made any warranty, express, implied, or otherwise, as to the Property, except such express warranties as the parties agree to in writing attached hereto, which shall survive Closing.

65. (D) Final Walk-Through Inspection. Buyer retains the right to perform a final walk-through inspection of the Property prior to Closing to confirm that there have been no material changes to the Property.

68. (E) Pre-Closing Loss. In the event of damage to the Property before Closing by virtue of causes beyond the parties' control, such as fire, flood, war, acts of God or other causes, Seller shall, within three (3) calendar days of a loss or as soon thereafter as reasonably possible, notify Buyer in writing of said damage, at which time Buyer may, at Buyer's option:

71. (1) cancel this contract and be entitled to the return of earnest money deposits; OR

72. (2) waive any objection and proceed to Closing on the terms set forth in this Contract; OR

73. (3) seek to reach suitable agreement with Seller(s) as to repair, extension of the Closing date and/or other adjustments to the Contract as may be agreed upon by the parties. Failure of the parties to reach a suitable agreement within five (5) calendar days after election by Buyer to proceed under this option (3) shall automatically and without further notice cancel this Contract and entitle Buyer to the return of earnest money deposits.

76. 6. CLOSING.

78. (A) Closing (evidenced by delivery of deed and payment of Purchase Price) shall take place no later than 11:59 p.m. (CST) on the 31st day of August, 2020 (the "Closing Date") or on such earlier date as agreed to by the parties in writing.

80. (B) Title And Conveyance. At Closing, Seller, at Seller's expense, shall deliver to Buyer a(n): General Warranty Deed

81. Special Warranty Deed Assignment of Lease Quitclaim Deed vesting title to the Property in (write names clearly):

82. David Scott Gray, Ashley Gray

83. Seller shall, prior to or at Closing, satisfy and pay all outstanding mortgages, deeds of trust, special liens, taxes or special assessments, escrow amount of Property Owner's Association or Condominium fees affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to the following items recorded in the Chancery Clerk's Office of said county: easements without encroachments, applicable zoning ordinances, protective covenants and prior mineral reservations; otherwise Buyer, at its option, may either (A) if defects cannot be cured by designated Closing date, cancel this Contract, in which case any earnest money deposit shall be refunded to Buyer; (B) accept title as is and proceed to Closing; or (C) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller such reasonable time to perform this curative work at Seller's expense. In the event curative work is performed by Seller(s), the time specified herein for Closing shall be extended for a reasonable period necessary for such cure, said period not to exceed thirty (30) calendar days unless agreed to in writing by the parties.

93. (C) Proration. All taxes, rents, utility and other assessments and appropriate condominium or Property Owner's Association fees are to be prorated as of the Closing date for the year of the sale. Prorated items are not "Closing Costs" under this Contract.

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95. (D) Costs of Sale. At Closing, Seller agrees to pay up to \$ -0- toward total costs of sale not including compensation to Brokers, cure of title defects under paragraph 6(B), or prorated items under paragraph 6(C) (subject to applicable law).

98. (E) Possession. Possession shall be delivered to Buyer (Check One):

99. Upon completion of Closing and full funding

100. By separate Possession Addendum attached and made a part of this Contract

101. 7. DISCLOSURES.

102. (A) Multiple Listing Service ("MLS"). The Selling Broker is a participant of the Central Mississippi REALTORS® Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to its Participants.

104. (B) Equal Housing Opportunity. In accordance with the federal Fair Housing Act, it is illegal to block bust or to discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing or in the providing of real estate brokerage services.

108. (C) Wire Fraud Warning; Release. Buyers and Sellers of real property are targets in scams regarding electronic transfers of (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based upon electronic communications (such as email) that have not been verbally confirmed by you to be valid (from a person you know and trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your real estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of funds without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or email addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers, contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to the FBI and law enforcement authorities, and should be done so immediately if funds are lost. By signing this Contract, Buyer and Seller acknowledge receipt of this notice and agree to hold the brokerage and their agents harmless from all claims for damages arising out of or relating to inaccurate transfer instructions, fraudulent taking of such funds, and any and all other damages relating to conduct of third parties influencing or handling implementation of wire transfers.

120. 8. BROKERS AND SALESPERSONS.

121. (A) The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:

122. Selling Brokerage: <u>Guckert Realty Group, LLC</u>	Selling Agent: <u>Kristina Barnes</u>
123. Selling Brokerage Address: <u>571 Hwy 51 Ste C, Ridgeland, MS 39157</u>	
124. Selling Broker License No.: <u>B19210</u>	Selling Agent License No.: <u>B21942</u>
125. Business Phone: <u>(601) 624-8390</u>	Business Phone: <u>(769) 226-2333</u>
126. Email: <u>KristinaRBarnes@gmail.com</u>	Facsimile: _____

127. Listing Brokerage: <u>Gulf Coast Heritage Realty</u>	Listing Agent: <u>Tiffany Strunk</u>
128. Listing Brokerage Address: <u>1205 Jackson Ave, Pascagoula, MS 39567-4353</u>	
129. Listing Broker License No.: _____	Listing Agent License No.: _____
130. Business Phone: <u>(228) 769-1771</u>	Business Phone: <u>(228) 249-2515</u>
131. Email: <u>tiffanystrunk@aol.com</u>	Facsimile: _____

132. (B) Agency Relationship. (Check One):

133. The Listing Brokerage, the Selling Brokerage, and their salespersons represent the Seller as their Client. The Buyer is the customer.

135. The Listing Brokerage and its salespersons represent the Seller. The Selling Brokerage and its salespersons represent the Buyer.

136. The Listing Brokerage and its salespersons represent both Seller and the Buyer as dual agents by mutual agreement and all parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Brokerage.

138. The Selling Brokerage and its salespersons represent the Buyer. The Seller is not represented and is a customer.

139. (C) Compensation. The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement or prior offer of cooperation and compensation. If Broker(s) collect(s) this compensation or any part thereof through legal action, the defaulting party agrees to pay court costs, including reasonable attorney fees. Compensation due hereunder is deemed earned, due and payable upon presentation of a buyer ready, willing and able to purchase on terms acceptable to Seller, though Broker agrees to accept payment at Closing as an accommodation to the parties.

144. (D) No Reliance; Release. Seller and Buyer acknowledge that neither them, nor their agents, have relied upon any statement, representation or omission made or documentation provided by the Broker(s), salesperson(s), or their representatives, relating to any aspect of this transaction, the Property or otherwise including, but not limited to, terms or conditions of sale, tax or legal

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147. considerations, liability, size, square footage or condition of the Property, previous or present flooding, flood zones, flood insurance,
148. history of title or use, effect of or location within Mississippi State Tidelands or Federal wetlands, presence or absence of toxic
149. substances, presence or lack of expansive soils, presence or absence or enforceability of acceleration clauses or tax or balloon notes.
150. names or recommendations concerning vendors of any sort whatsoever or validity or accuracy of any reports rendered thereby. By
151. signing this Contract, Buyer and Seller acknowledge receipt of this disclosure and agree to hold the brokerage and their
152. agents harmless from all claims for damages arising out of or relating to any representations in this section.
153. (E) Liability. Broker's liability to Buyer and Seller in this transaction shall not exceed the amount it has received as compensation.
154. 9. GENERAL.
155. (A) Agreement Complete. This Contract incorporates all prior agreements between the parties, contains the entire and final
156. agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms,
157. conditions, oral statements, warranties or representations not herein contained.
158. (B) Read And Understood. Each party acknowledges and hereby affirms that it has read and understands this Contract.
159. (C) Assignment. This Contract shall not be assignable by either party without consent of the other party.
160. (D) Effective Date. For purposes of this contract the Effective Date is the date the last necessary party signs.
161. (E) Notices. Any notices required or permitted to be given under this Contract shall be delivered by hand or mailed by certified or
162. registered mail, return receipt requested, in a postage prepaid envelope or by nationally recognized overnight carrier service; by
163. facsimile with receipt acknowledgment (if the fax number is listed below); or by email (if the email address is listed below), at
164. Sender's option, and addressed as follows:
165. If to Seller:
166. Address: _____
167. Facsimile: _____
168. Email: _____
169. If to Buyer:
170. Address: _____
171. Facsimile: _____
172. Email: _____
173. (F) Survival Of Contract. All express representations, warranties and covenants shall survive termination of the Contract or
174. Closing unless specified to the contrary. All other contractual obligations shall terminate at Closing.
175. (G) Time Is of the Essence; Business Day Defined. Time is of the essence as to all time periods and deadlines stated in this
176. Contract, and delay in performance is not excused unless expressly excused in writing signed by all parties. The foregoing or any
177. other provision in this Contract notwithstanding, any unavoidable delay necessitated by applicable law or regulations shall extend
178. any affected deadline by no more than the actual number of days of delay necessitated by such law or regulation. For purposes of
179. this Contract, "business day" means any day that is not a Saturday, Sunday or legal holiday, commencing at 12:01 a.m. and ending
180. at 11:59 p.m.
181. 10. BREACH; ATTORNEY FEES & COSTS. In the event of a default by either party under this Contract, the non-breaching
182. party shall have the right to receive from Broker the earnest money paid under Section 4 of this Contract, to be a credit against any
183. other damages, in addition to such other remedies as it may have under applicable law including, but not limited to, specific
184. performance. If it becomes necessary for any party to initiate litigation relating to this Contract, then the non-prevailing party agrees
185. to pay reasonable attorney fees and court costs in connection therewith to the prevailing party.
186. 11. SPECIAL PROVISIONS. (If None, Write "NONE" Below):
187. None
188. _____
189. _____
190. _____
191. _____
192. _____
193. _____
194. _____
195. _____
196. _____

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197. 12. EXPIRATION OF OFFER. This offer expires at 10:00 a.m. [X] p.m., Central Standard Time (CST) on
198. August 2, 2020 [date] if not accepted, countered or rejected by Seller by that time.
199. 13. ATTACHMENTS. (Check All That Apply):
200. Dual Agency Confirmation _____ Option Agreement
201. Pre-Closing Repair/Improvement Addendum _____ Other _____
202. First Right of Refusal Addendum _____
203. Pre-Closing Possession Addendum _____
204. Post-Closing Possession Addendum _____
205. 14. HEADINGS; SINGULAR AND PLURAL SAME: Headings are inserted for the convenience of the Parties only and are not
206. to be considered when interpreting this document. Words in the singular mean and include the plural and vice versa. Words in the
207. masculine gender include the feminine gender and vice versa. Words in the neutral gender include the masculine gender and the
208. feminine gender and vice versa.
209. 15. SIGNATURE BLOCKS.
210. Signed this the 30th day of July 2020, at _____ a.m. [] p.m., and a copy hereof received:
211. BUYER [Signature] BUYER [Signature]
212. Phone: _____ Phone: _____
213. The foregoing offer is accepted this the 8/1/2020 day of _____, at _____ a.m. [] p.m.,
214. and a copy hereof received:
215. SELLER [Signature] SELLER [Signature] SELLER [Signature]
216. Phone: 8/3/2020 Phone: 8/2/2020 Phone: 8/2/2020
217. The Seller has countered this offer subject to the terms of the attached Counter Offer # _____ this the _____
218. day of _____, at _____ a.m. [] p.m., and a copy hereof received:
219. SELLER _____ SELLER _____
220. The Seller has received a copy of this offer and rejected same and make no counter offer this the _____ day of
221. _____, at _____ a.m. [] p.m., and a copy of this rejection has been delivered
222. to Buyer.
223. SELLER _____ SELLER _____

REGULAR MEETING

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ADDENDUM # 1

Addendum to contract dated July 31, 2020 between:
Anna Fen Yau Li, Kung-Chia Li, Alice Lee, David C. Hart (Sellers) and
David Scott Gray, Ashley Gray (Buyers) on property located
at 406 S Cleveland Ave, Long Beach, MS 39560

1. Seller(s) consent for Buyer(s) and Bruce Magee (Builder), to immediately petition the City of Long Beach for the removal of two live oak trees on the vacant lot described as Lot Twelve (12), in Block Fourteen (14) of the original town of Long Beach. Pending city approval, tree removal and lot cleaning shall commence on date of closing.
2. Seller(s) will provide Buyer(s) a copy of the Warranty Deed to the above mentioned lot prior to August 5th, 2020.

David Scott Gray
 dotloop verified
 07/30/20 3:43 PM CDT
 OWUO-NLOG-DGFR-XBX4

Buyer's Signature _____ /Date
David Scott Gray

Ashley Gray
 dotloop verified
 07/30/20 3:43 PM CDT
 SBVJ-R3U0-Z3ET-KVLQ

Ashley Gray

DocuSigned by:
Anna Fen-Yau Li
 E062685767054F7... /Date

Seller's Signature

DocuSigned by:
Kung-Chia Li
 E1ABC1A85B05471... /Date

DocuSigned by:
Alice Lee
 F8193C0835E94F9... /Date

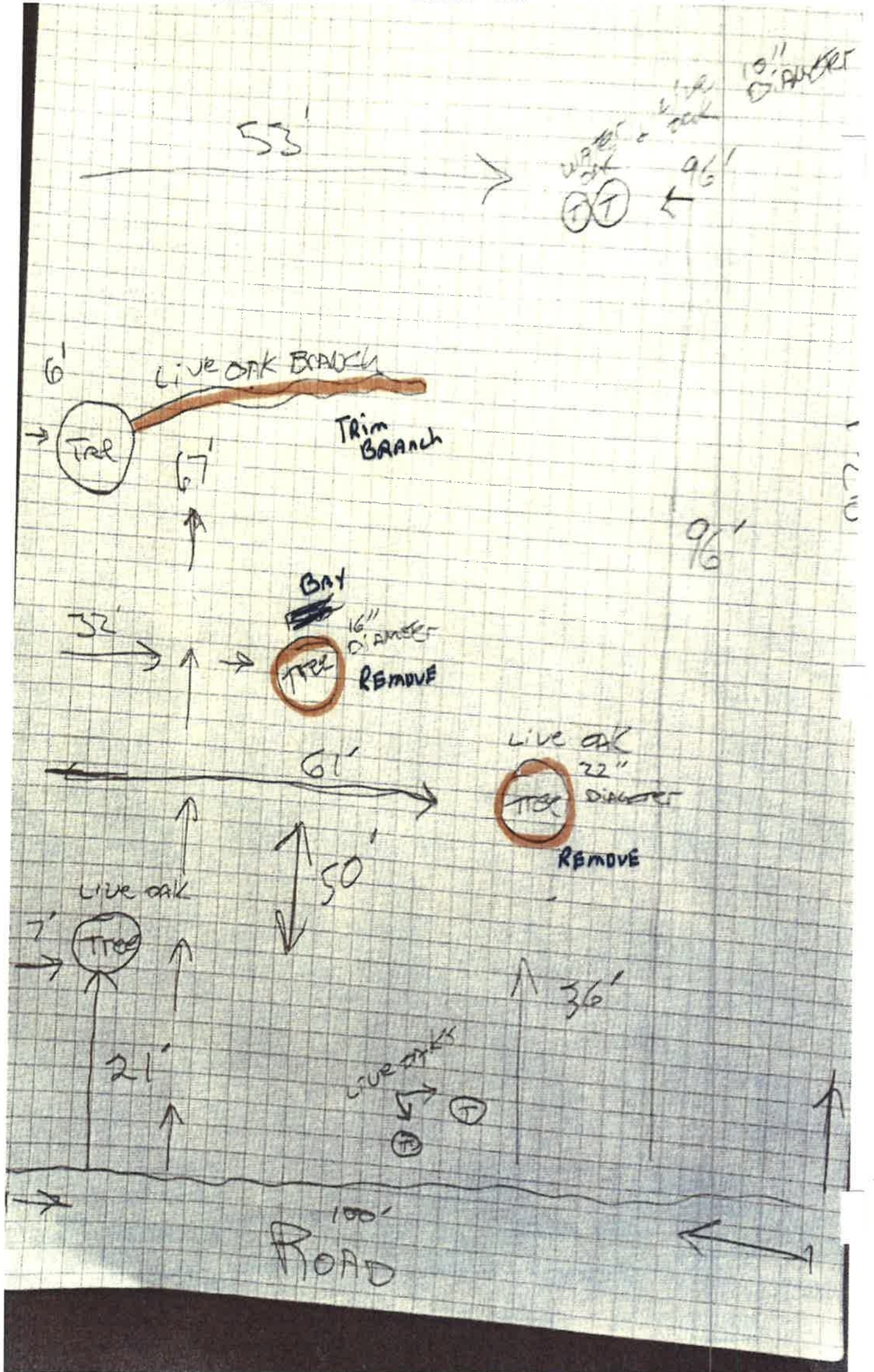
Seller's Signature

DocuSigned by:
David Hart
 73B025DDCAF2453... /Date

8/1/2020

Rev. Date 1/2007

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Tina Dahl

From: Kimberly Lentz <kr Lentz@gmail.com>
Sent: Monday, August 10, 2020 2:21 PM
To: Tina Dahl
Subject: Tree Board - Tree Removal Cleveland Ave

Removal of at least one Live Oak tree is necessary to accommodate new construction. The remaining Live Oak trees on the property will sustain the local canopy. No ot

Kimberly Lentz
Long Beach Tree Board

After considerable discussion, and upon a City of Long Beach Tree Board Member’s recommendation in accordance with the City of Long Beach Tree Ordinance, Commissioner McMillan made motion, seconded by Commissioner Barlow and unanimously carried to approve the application as submitted.

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

APPROVED:

Commission Chairman Frank Olaivar

DATE: _____

ATTEST:

Tina M. Dahl, Minutes Clerk