

AGENDA

GAUTIER PLANNING COMMISSION

DECEMBER 1, 2011

6:00 P.M.

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE (VOLUNTEER)**
- III. APPROVAL OF MINUTES - (OCTOBER 6, 2011)**
- IV. APPROVAL OF AGENDA**
- V. PUBLIC COMMENTS
(MATTERS OF THE PLANNING COMMISSION NOT LISTED ON THE AGENDA)**
- VI. OLD BUSINESS**

NONE
- VII. NEW BUSINESS**
 - A. QUASI-JUDICIAL**
 - 1. REQUEST FOR A CONDITIONAL USE-MAJOR PERMIT FOR A CHURCH IN A TCMU TOWN CENTER MIXED USE DISTRICT, 2800 HIGHWAY 90, (TONY & TENESHA BASTISTE, PASTORS OF HOPE COMMUNITY BAPTIST CHURCH) (GPC CASE #11-35-CU)
 - B. DISCUSSION**
 - 1. DISCUSS NOMINEES FOR THE LARRY MORAN AWARD
- VIII. DIRECTOR'S REPORT**
- IX. ADJOURN**

OCTOBER 6, 2011

GAUTIER, MISSISSIPPI

BE IT REMEMBERED THAT a regular meeting of the Gautier Planning Commission of the City of Gautier, Mississippi, was held on October 6, 2011, at 6:00 P.M. in the Council chambers of the Gautier Municipal Building at 3330 Highway 90, Gautier, Mississippi.

Commission members present: David Wooten, Chairman, Jerry Akins, Richard Johnson, and Marilyn Minor. Absent were James Torrey and Larry Dailey. Also present were Samantha Abell, Economic Development Director; Bob Ramsay, City Attorney; and Melissa Burdine, Court Reporter.

David Wooten, Chairman, called the meeting to order and presented the minutes from the September 1, 2011 meeting for approval. The minutes were approved as submitted.

APPROVAL OF AGENDA

There were no changes to the agenda.

AGENDA

GAUTIER PLANNING COMMISSION

OCTOBER 6, 2011

6:00 P.M.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE (VOLUNTEER)
- III. APPROVAL OF MINUTES – (SEPTEMBER 1, 2011)
- IV. APPROVAL OF AGENDA
- V. PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON THE AGENDA)
- VI. OLD BUSINESS

NONE

VII. NEW BUSINESS

A. QUASI-JUDICIAL

1. REQUEST FOR HOME OCCUPATION PERMIT, HOME OFFICE FOR PHOTOGRAPHY/VIDEOGRAPHY BUSINESS, 7929 MARTIN BLUFF ROAD (CRYSTAL HARKLEROAD, OWNER) (GPC CASE #11-24-HO)
2. REQUEST FOR A CONDITIONAL USE-MAJOR PERMIT FOR A TOWING SERVICE IN A C-3 HIGHWAY COMMERCIAL DISTRICT, 3512 HIGHWAY 90, (BRYAN L. BOZEMAN, OWNER OF COLLISION DEPOT) (GPC CASE #11-29-CU)

B. LEGISLATIVE

1. REQUEST TO AMEND THE MURC-MW MIXED USE RECREATION COMMERCIAL-MARY WALKER DISTRICT TO ALLOW ACCESSORY STRUCTURES AS A CONDITIONAL USE-MINOR (EDWARD H. THORNTON, OWNER OF TIKI RESTAURANT, LOUNGE & MARINA, INC.) (GPC CASE #11-30-UDO)
2. CONSIDER AN AMENDMENT TO ARTICLE XI OF THE UNIFIED DEVELOPMENT ORDINANCE THAT WOULD ESTABLISH PROVISIONS FOR MITIGATION OF PROTECTED TREES AND ADOPT CRITERIA FOR APPROVAL BY CITY COUNCIL (STAFF) (GPC CASE #11-31-UDO)

C. DISCUSSION

1. DISCUSS NOMINEES FOR THE LARRY MORAN AWARD

VIII. DIRECTOR'S REPORT

IX. ADJOURN

PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON AGENDA)

There were no public comments.

OLD BUSINESS:

There was no old business to discuss.

NEW BUSINESS

A. QUASI-JUDICIAL

1. REQUEST FOR HOME OCCUPATION PERMIT, HOME OFFICE FOR PHOTOGRAPHY/VIDEOGRAPHY BUSINESS, 7929 MARTIN BLUFF ROAD (CRYSTAL HARKLEROAD, OWNER) (GPC CASE #11-24-HO)

There came before the Planning Commission a request on the part of Crystal Harkleroad for a home office for a photography/videography business to be allowed as a Home Occupation at 7929 Martin Bluff Road, PID #85442420.000. The subject property is located in an R-1 Single-Family Residential zoning district.

Ms. Abell explained that the request was before the Planning Commission because an objection was received at Staff level. She also noted that there were no code violations at the residence.

The applicant stated that she would use a spare bedroom in her home for an office and computer photo editing, but clients would be viewing the photos online not at her residence. Commissioner Johnson asked Ms. Abell if the applicant had been made aware of the regulations regarding home occupations and Ms. Abell stated that the applicant had been given a copy of the regulations.

On a motion by Commissioner Johnson to approve the request and a second by Commissioner Minor, the following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
David Wooten		Larry Dailey	
Richard Johnson		James Torrey	
Marilyn Minor			
Jerry Akins			

2. REQUEST FOR A CONDITIONAL USE-MAJOR PERMIT FOR A TOWING SERVICE IN A C-3 HIGHWAY COMMERCIAL DISTRICT, 3512 HIGHWAY 90, (BRYAN L. BOZEMAN, OWNER OF COLLISION DEPOT) (GPC CASE #11-29-CU)

There came before the Planning Commission a request on the part of Bryan L. Bozeman, owner of Collision Depot, for a Conditional Use-Major that

would allow a towing service in a C-3 Highway Commercial zoning district at 3512 Highway 90, PID #82434023.025.

The applicant stated that he had operated a vehicle repair shop at 3512 Highway 90 for approximately four years but was not aware that he needed additional permission to begin operation of the towing service at that location until he was notified by the City.

Commissioner Johnson asked the applicant if he was aware of the conditions recommended by Staff. The applicant stated that he had a copy of the conditions.

Commissioner Minor made a motion to recommend approval of the request with the following recommendations presented by Staff:

- a) Towed vehicles shall remain a maximum of ninety (90) days before being relocated to a salvage yard.
- b) Storage area for towed vehicles shall be screened from view. Fence material shall be opaque and made of wood or similar building material approved by Staff.
- c) The site shall be properly maintained without vegetative overgrowth, litter and refuse.
- d) The existing sign shall be made to conform with code requirements, prior to issuance of any permits.
- e) All existing code violations for the existing business must be abated prior to issuance of any permits.

Commissioner Akins seconded the motion and the following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
David Wooten		Larry Dailey	
Richard Johnson		James Torrey	
Marilyn Minor			
Jerry Akins			

B. LEGISLATIVE

1. REQUEST TO AMEND THE MURC-MW MIXED USE RECREATION COMMERCIAL-MARY WALKER DISTRICT TO ALLOW ACCESSORY STRUCTURES AS A CONDITIONAL USE-MINOR (EDWARD H. THORNTON, OWNER OF TIKI RESTAURANT, LOUNGE & MARINA, INC.) (GPC CASE #11-30-UDO)

There came before the Planning Commission a request on the part of Edward H. Thornton, owner of Tiki Restaurant, Lounge & Marina, Inc., to amend the Unified Development Ordinance (UDO) to include "Accessory Structures" as

a Conditional Use-Minor in a MURC-MW Mixed Use Recreation Commercial-Mary Walker zoning district.

Ms. Abell explained to the Commissioners that the request was before them because there was a need by the applicant to have restrooms on the base floor of his restaurant but because of the flood elevation and federal regulations at that location the applicant could not construct permanent restrooms on the base floor. Ms. Abell further explained that due to federal flood regulations any structure allowed to be located below the base flood elevation, such as the proposed restrooms, must have quick disconnects so that it could be moved in the event of a storm.

Ms. Abell told the Commissioners that adding Accessory Structures as a Conditional Use-Minor would address the applicant's proposed project as well as future requests for accessory structures in the MURC-MW district. She reminded them that all Conditional Use-Minors had to be approved by the Technical Review Committee and any use that Staff deemed controversial would be sent to the Planning Commission.

On a motion by Commissioner Wooten to recommend approval and a second by Commissioner Minor, the following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
David Wooten		Larry Dailey	
Richard Johnson		James Torrey	
Marilyn Minor			
Jerry Akins			

2. CONSIDER AN AMENDMENT TO ARTICLE XI OF THE UNIFIED DEVELOPMENT ORDINANCE THAT WOULD ESTABLISH PROVISIONS FOR MITIGATION OF PROTECTED TREES AND ADOPT CRITERIA FOR APPROVAL BY CITY COUNCIL (STAFF) (GPC CASE #11-31-UDO)

Ms. Abell reminded Commissioners that at their regular meeting on August 4, 2011, the Planning Commission directed Staff to draft an ordinance establishing provisions for the mitigation of protected trees, in some instances. Amendments to the existing ordinance are not intended to encourage the

removal of protected trees, but only to provide a “relief valve” to the existing code in certain instances, upon Council approval.

Ms. Abell stated that the proposed amendment addresses some ambiguity in the existing ordinance as well as provides for means to mitigate the removal of protected trees. In drafting the proposed amendment Staff acknowledged previous codes the City had in place prior to the adoption of the Unified Development Ordinance in 2009 as well as policies from other communities.

Commissioner Wooten made a motion to recommend approval of the amendment to Article XI of the Unified Development Ordinance as follows:

SECTION 11.2: Definitions

SIGNIFICANT TREE (OR SPECIMEN TREE): A healthy tree that is over forty (40) feet in height, excluding pine trees, or has a crown of over thirty (30) feet, or has a trunk diameter of ten (10) inches or greater at four (4) feet from the ground.

11.3.3 Exemptions

A. Individual lots on which detached single family residences are located are exempt from the landscaping requirements.

B. Permit Procedures for the removal of trees may be waived by the Mayor and City Council in the case of protected or specimen trees in public right-of-way, and also in consideration of certain emergencies, such as windstorms or other disasters, so that efforts to restore order to the City will not be hampered.

11.5.3 Permit Required for Significant/Specimen Tree Removal

In accordance with the procedures in *Article IV, Section 4.8: Tree Removal Permit*, a Tree Removal Permit shall be issued by the ED Director prior to issuance of a building permit, if the site proposed for development contains trees. Preservation of native trees including, but not limited to oaks, magnolia, cedar, elms, and pecan shall take priority in determination of trees to be preserved.

11.5.4 Replacement of Significant/Specimen Trees

In the event trees have already been removed prior to the issuance of a tree removal permit, the number of trees on the schedule shall be doubled. Table No. 23 shows the normal replacement number of trees required.

Table No: 23 Schedule for Replacement of Specimen/ <u>Significant</u> Trees			
Diameter of Tree Removed	Minimum Number of Trees	Height (Feet)	Diameter (As Measured After Planting)
61--72"	10	12	2"

49--60"	9	12	2"
43--48"	8	12	2"
37--42"	7	12	2"
31--36"	6	10	2"
25--30"	5	10	2"
19--24"	4	10	2"
13--18"	3	7	1"
7--12"	2	7	1"
4--6"	1	7	1"

11.5.5 Permit Required for Protected Tree Mitigation

The ED Director shall issue a tree removal permit for a protected tree only upon Council adoption of a resolution finding a necessity for the removal of the protected tree(s). To determine whether a request warrants a finding of necessity, the Council shall consider the Comprehensive Plan, the intent of this ordinance to preserve protected trees, and also the following:

- A. Whether the continued preservation of the tree(s) places a significant hardship on the property owner; and
- B. Whether the continuation of the tree(s) would threaten public safety and welfare; and
- C. Whether all other options for preservation and/or relocation have been explored and found unsatisfactory.

Except for owner-occupants of single-family residential homes, applicants who request permits to remove protected trees shall be required to prepare and implement a tree mitigation and preservation plan. Mitigation plans shall include provisions for planting the same species of protected tree, temporary or permanent irrigation, and monitoring for a two-year period, or an in-lieu fee.

- A. The on-site mitigation plan shall include, but not be limited to, the following:
 - 1. A site plan depicting all living protected trees to be removed, utilizing clear and concise graphics.
 - 2. The plan shall include tree planting locations, size and species of trees to be planted, and planting and irrigation methods.
- B. Off-Site Mitigation Plan. The applicant may request that the approving authority approve one of the following methods for off-site mitigation within the City:
 - 1. Payment of an inch-for-diameter-inch replacement in-lieu fee, as set by city council resolution, to cover the cost of purchasing, planting and initial cost of the off-site plantings. Such fee shall be calculated based on \$1,000 per caliper inch, and shall be placed into the tree planting and maintenance fund to provide for tree planting and maintenance on public projects.

2. A mitigation credit towards the value of the replacement in-lieu fee may be approved by Council for public amenities provided at the subject site, upon the submittal of project estimate and approval by Council.
3. Planting of trees on either public property, property with a conservation easement, or on property with an irrevocable offer of dedication to the city, pursuant to the ratios set forth in subsection C of this section.

C. Mitigation Tree Planting and Tree Preserve Replacement Ratios

Table No: 24 Schedule for Replacement of Protected Trees	
<u>Diameter of Tree Removed</u>	<u>Minimum Number of Trees</u>
<u>40" and above</u>	<u>35 twenty-four inch box protected trees, or fee set by Council resolution</u>
<u>Above 35--40"</u>	<u>50 fifteen-gallon protected trees, or 25 twenty-four inch box protected trees, or fee set by Council resolution</u>
<u>Above 30--35"</u>	<u>40 fifteen-gallon protected trees, or 20 twenty-four inch box protected trees, or fee set by Council resolution</u>
<u>Above 25--30"</u>	<u>35 fifteen-gallon protected trees, or 17 twenty-four inch box protected trees, or fee set by Council resolution</u>
<u>Above 20--25"</u>	<u>30 fifteen-gallon protected trees, or 15 twenty-four inch box protected trees, or fee set by Council resolution</u>
<u>Above 15--20"</u>	<u>20 fifteen-gallon protected trees, or 10 twenty-four inch box protected trees, or fee set by Council resolution</u>
<u>Above 10--15"</u>	<u>15 fifteen-gallon protected trees, or 6 twenty-four inch box protected trees, or fee set by Council resolution</u>
<u>6--10"</u>	<u>8 fifteen-gallon protected trees, or 4 twenty-four inch box protected trees, or fee set by Council resolution</u>

11.5.6 Relocation of Specimen and Protected Trees

Existing trees may be relocated with the permission of the ED Director subject to the following requirements:

- A. Trees to be relocated shall be removed with a root ball sized in proportion to their calipers. Root balls shall be twelve (12) inches in diameter for each one (1) inch of tree caliper. Trees four (4) inches in caliper and smaller are to be measured six (6) inches from the ground. Trees (4) four inches to eight (8) inches caliper

are measured twelve (12) inches from the ground, and trees eight (8) inches caliper or larger are measured at breast height.

B. Trees which are to be relocated in areas which do not require grading are to be placed directly into their new location. Trees to be relocated in areas which will have site work, shall have tree barriers put in place in accordance with *Section 11.5.2*.

C. Trees to be planted offsite in full leaf shall be covered entirely with a protective cloth covering prior to transporting. Trees to be planted on site do not require a covering.

D. Trees which are to be relocated in areas to be graded are to be stockpiled. Stockpiled trees shall be well heeled in and protected from excessive wind and sun. The contractor shall provide water to maintain a healthy condition.

Commissioner Minor seconded the motion and the following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
David Wooten		Larry Dailey	
Richard Johnson		James Torrey	
Marilyn Minor			
Jerry Akins			

C. DISCUSSION

1. DISCUSS NOMINEES FOR THE LARRY MORAN AWARD

Commissioner Johnson stated that he wanted to briefly review who Larry Moran was, why and how the award was created and the voting process for any new Commissioners. He asked that each Commissioner be prepared to nominate a business at the November meeting so a winner for the 2011 award could be determined and preparations made for the presentation.

DIRECTOR'S REPORT

Ms. Abell advised the Commissioners that a TIF Redevelopment Plan was to be presented to the Council at their October 18th meeting and that this was a very important move for the development of the Town Center.

SUBMITTED BY:

Samantha Abell
Economic Development Director

DATE: _____

APPROVED:

David Wooten, Chairman
Gautier Planning Commission

DATE: _____

Gautier Planning Commission

Regular Meeting Agenda

December 1, 2011

VII. NEW BUSINESS

A. QUASI-JUDICIAL

1. REQUEST FOR A CONDITIONAL USE-MAJOR PERMIT FOR A CHURCH IN A TCMU TOWN CENTER MIXED USE DISTRICT, 2800 HIGHWAY 90, (TONY & TENESHA BASTISTE, PASTORS OF HOPE COMMUNITY BAPTIST CHURCH) (GPC CASE #11-35-CU)

QUASI-JUDICIAL PROCEDURES

1. Announcement of Matter. Read the matter title to be considered.
2. Swear the Witnesses. All witnesses, parties, citizen participants and City Staff who plan to speak at the hearing shall collectively be sworn at the beginning of the hearing by the City Attorney
3. Ex Parte Disclosure. All members must disclose on the record any ex parte communications, to include any physical inspections of the subject property. The disclosure should include with whom any communication has taken place, a summary of the substance of the communication, and the date of the site visit, if any. If anyone has received written communications, the writing must be presented, read into record or a copy provided to all participants, and made a part of the official record.
4. Applicant Presentation.
5. Questions directed to Applicant. The applicant should answer any questions by the public, the Council, or others.
6. Staff Presentation. This includes presentation of the staff report into the official record.
7. Objections from Applicant. Confirm whether there are objections from the applicant regarding the staff report or development order.
8. Questions directed to Staff. The staff answers any questions by the public, the Council, or others.
9. Public Comments. Members of the public should be allowed to make comments regarding the application.
10. Applicant rebuttal/final comments
11. Staff rebuttal/final comments
12. Call for final questions.
13. Close public portion of the hearing.
14. Motion & Deliberation. Council makes a motion, and debates and deliberates regarding the application and development order.
15. Vote.
16. Close the quasi-judicial proceeding.

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Babs Logan, Planning Technician

Through: Samantha D. Abell, Economic Development Director

Date: November 21, 2011

Subject: Conditional Use-Major Permit for Hope Community Church at 2800 Highway 90, Space # 1064 (GPC Case No. 11-35-CU)

REQUEST:

The Economic Development/Planning Department has received a request from Tony and Tenesha Bastiste, Pastors of Hope Community Church, for a Conditional Use-Major permit to operate a church at 2800 Highway 90, Space #1064. The application fee of \$250 was paid on October 26, 2011. The application was approved for legal sufficiency by the City Attorney on November 10, 2011. All public notice requirements have been met.

BACKGROUND:

The request property is zoned Town Center Mixed Use which only allows churches as a Major Conditional Use.

1. Location: (See Exhibit A)
Arterial Street : Highway 90
Collector Street: Dolphin Drive & William Payne Adams Road
2. General features of the proposed project:
Total Floor Area: 3870 sq. ft.
Off-Street Parking Area Required: approximately 86 spaces
Potable Water and Wastewater Services: Existing from City
3. Current Zoning – TCMU Town Center Mixed Use
4. Current Surrounding Zoning (See Exhibit B) – TCMU
5. Current Surrounding Existing Land Use (See Exhibit C) : Commercial Retail
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center Area

The City's Code of Ordinance and State Statutes 67-1-51(3) Mississippi Code of 1972, prohibits any future alcohol-selling establishment from locating within 100 feet of the church.

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Staff Finding: Yes, the proposed use is in the list of Conditional Uses in a TCMU zoning district.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: We are proposing a small church congregation which will require parking in the parking lot of Singing River Mall. The Sunday church services will be held early morning on Sundays, which will not interfere with customer shopping because it is not during regular shopping hours. In addition, there are 3 entrances close by the proposed space which will make the flow easier.

Staff Finding: The proposed use will be located in an existing building and will not further impact the density, bulk and intensity of the structures in the vicinity. Staff finds that 86 parking spaces will meet the parking requirements of the UDO for the proposed church. Table No. 9 of the UDO establishes minimum parking spaces required for churches are 1 for each 45 sf of GFA of the sanctuary, auditorium, or main place of worship (or 1 per 3 seats).

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: Absolutely not. We are willing to do some cosmetic surgery on the space which will add to the value of the space. Signage, new paint and new life will brighten the space up. The primary objective of the church is to bring souls to Christ. We have a special interest in youth; therefore, we hope this church will be a safe haven for the youth and families of the community.

Staff Finding: There is no evidence to indicate the church as proposed will degrade the community, lower property values, or cause a detriment to the surrounding properties. Nor is there evidence that the use will pose a real or perceived threat to citizens.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: The proposed use is to be located in an existing mall. The use should have no adverse affect on vehicular or pedestrian traffic in the vicinity.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use will be located in an existing building that is already serviced by water, sanitary sewer, streets, etc. The proposed use will be served by existing police and fire protection and will not affect the schools.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Yes, the strategic planning played a vital role in where this church would be birthed. We believe that Gautier is on a world class journey and the plan for the future will be a huge success and one of Jackson County's best assets. Gautier was chosen for its proactive approach in growth and development.

Staff Response: The Comprehensive Plan states that churches may be permitted as a conditional use in a town center mixed use district with conditions imposed to ensure that the use is compatible with its surroundings.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use will pose a hazardous, detrimental or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: The church is very small and it will be a place for teaching, learning, counseling, etc. It will not be a nuisance to the area nor will it be loud or distracting. The space is big enough and the acoustics are in place for such a proposal.

Staff Finding: The proposed use does conform to all district regulations for a TCMU district.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated “Conditional Uses-Major” are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Economic Development Director agreeing to the current terms and conditions before a business license may be issued.

2. Conditional Uses-Major require a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. The purpose of the TCMU Town Center Mixed-Use District is to encourage the development of a new downtown area that offers shopping, entertainment venues, cultural and community uses and specialized types of residential units to serve residents and visitors to Gautier (Section 5.3.12 of the UDO).

RECOMMENDATION:

Staff finds that the proposed use will be compatible and harmonious with the Town Center Mixed Use district and recommends approval with the following condition:

1. The physical location of the church and all operations shall be restricted to the location at 2800 Highway 90, Space #1064. Any further expansion shall require the permit to be amended.

ATTACHMENTS:

1. Applicant’s Exhibit 1 – Application
2. City’s Exhibit A – Location Map

3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map
6. City's Exhibit E – Draft Conditional Use-Major Development Order

CONDITIONAL USE HEARING APPLICATION

Hearing Number

11-35-CU

<u>TYPE OF REQUEST:</u>	<u>FEE:</u>
Conditional Use - Major <input checked="" type="checkbox"/>	\$250.00
Conditional Use - Minor <input type="checkbox"/>	\$250.00

Minor Conditional Use -- These uses are not allowed by right. The Economic Development/Planning Director may approve or deny a Minor Conditional Use upon review or he/she may choose to forward the request to the Planning Commission and City Council.

Major Conditional Use -- These uses are not allowed by right, and require a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: Joy & Teresha Batiste
Name of Business: Hope Community Church
Address: _____ Mailing Address (if different): 1332 Oak St.
Email Address: 10esha@att.net Ocean Springs MS 39564
Phone: _____ Cell Phone: _____

Reason for request, location and intended use of Property: This request is for a church to be planted inside of Singing River Mall (2800 Hwy 90, Sp. #1) 1064

ATTACHMENTS REQUIRED AS APPLICABLE:

- 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- 2. Legal descriptions and street address.
- 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- 4. Copy of protective covenants or deed restrictions, if any.
- 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
- 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: Joy Batiste
Date of Application: 10/26/2011

FOR OFFICE USE ONLY	
Date Received	<u>10/26/11</u> Verify as Complete <u>Bj</u>
Fee Amount Received	<u>250.00</u>
Initials of Employee Receiving Application	<u>Bj</u>

I, Singing River LLC, the fee simple owner of the following described property (give legal description):

ATTACHED
2800 Hwy 90. Space # 1064

hereby petition to the City of Gautier to Grant a Conditional Use of CHURCH
in Singing River Mall
and affirm that Tony + Tenesha Batiste is hereby designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application; attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

Imelda Bishop General Manager
(Owner's Signature)

The foregoing instrument was acknowledged before me this 24 day of October 2011,
20____ by _____, who is personally known to me or has produced personally known to me as identification and who did take an oath.

Pamela J. Barley
(Printed Name of Notary Public)

Pamela J. Barley
(Signature of Notary Public)

Commission # 8549. My commission expires 1-29-2012.
(Notary's Seal)



Specialty License Agreement

This Specialty License Agreement ("Agreement") is made this 24th day of October, 2011 by and between Singing River L.L.C., as Owner ("Licensor"); and Ms. Cynthia C. White ("Licensee").

(A) **License Area and Location.** Licensor hereby grants to Licensee a non-transferable revocable license for the temporary use of those certain premises ("the License Area") containing approximately 3870 square feet located at Space 1064 Singing River Mall Center ("the Center") and as approximately shown on the attached Exhibit "A".

(B) **Term.** The term of this Agreement will commence on November 1, 2011 and will expire on December 31, 2012. Licensee will operate its business in the License Area through the Term of this Agreement.

(C) **Use.** Licensee will use the License Area during the term of this Agreement for the sole purpose of Church.

(D) **Fees.** Licensee covenants and agrees to timely pay all sums and charges to the Licensor including, but not limited to:

(i) **Fixed Fee.** The Fixed Fee for Licensee's use of the License Area is \$500.00 per month.

(ii) **Marketing Fee.** The Marketing Fee is zero.

(iii) **Percentage Fee.** A Percentage Fee will be paid on all gross sales and revenues made by Licensee in the License Area. The Percentage Fee will be Zero of all gross sales and revenues made by the Licensee in the License Area.

(iv) **Utilities Fee.** The Utilities Fee is zero. If Licensee utilizes an amount of water greater than that which is normal for the License Area, Licensor may from time to time bill Licensee for the reasonable cost to Licensor of such extra water.

(v) **Advertising/Merchandising Fee.** The Advertising/Merchandising Fee is zero, to be used in such a manner as Licensor, in its sole discretion, deems advisable and without the consent or approval of Licensee.

(E) **Security Deposit.** Licensee shall, upon Licensee's execution of this Agreement, deposit with Licensor a Security Deposit for full performance of all Licensee's obligations under this Agreement in the amount of zero. Licensor may deposit the Security Deposit prior to Licensor's execution of this Agreement. Deposit does not constitute an approved Agreement. Provided, however, if the Agreement is not signed and returned to Licensee within thirty (30) days of Licensor's receipt of the latter of the Security Deposit or this Agreement signed by Licensee, the Security Deposit shall be promptly returned to Licensee upon receipt of Licensee's request therefore unless Licensor shall have signed this Agreement prior to receiving such request. Under no circumstances whatsoever shall the Security Deposit be deemed to constitute payment of the final installment of Fixed Fee, and Licensee may not designate that the Security Deposit be utilized to reduce any other fee or charges due to the Licensor. If, upon the termination, expiration or revocation of this Agreement, Licensee is in default hereunder, Licensor may, in addition to any other rights that it may have, retain the Security Deposit until such default is fully cured, and Licensee has paid or reimbursed Licensor all sums due Licensor under this Agreement, at which point the Security Deposit will be returned to Licensee. In no event will retention of the Security Deposit deprive Licensor of any further rights or remedies it holds under this Agreement or under applicable law.

~~(F) **Sales Report.** Licensee shall provide to Licensor a monthly written report of all Licensee's gross sales and revenues, with sales verification, signed by Licensee. This shall be due on by the tenth (10th) of each month. In the event Licensee fails to deliver such report by such time and date, Licensee shall pay Licensor a late charge of \$50.00, which shall become immediately due and payable. Licensor will have the right from time to time, upon three (3) days written notice, to audit or examine all of Licensee's sales records. If any deficiency in the payment of the Percentage Fee is disclosed by such audit, Licensee will immediately pay such delinquency plus the cost of the Licensor's audit.~~

(G) **Payment.** The Fixed Fee, Marketing Fee, Utilities Fee and Advertising/Merchandising Fee are due and are to be made payable to the Center by Certified Check or Money Order no later than the 5th day of the month. The Percentage Fee is due and payable by the tenth (10th) of the following month.

(H) **Late Charges.** If Licensee shall fail to make any payment of Fixed Fee, Marketing Fee, Advertising/Merchandising Fee, Percentage Fee, Utilities Fee or any other charge to Licensor when due, Licensee shall be in default of this Agreement, and in addition, Licensee shall immediately pay a late charge equal to ten percent (10%) of the charges due.

(I) **Licensee further agrees that it shall, at its sole cost and expense:**

1. At all times maintain the License Area in good, clean and safe condition and on the expiration date of the term of this Agreement shall return the License Area to Licensor in broom clean condition and restored to at least as good a condition as it was in before Licensee took possession. No work shall be performed in or to the License Area without Licensor's prior written approval.
2. At all times observe and comply with all laws, ordinances, rules, regulations and code requirements, including those of the Licensor, as well as secure all permits and licenses for the conduct of Licensee's business. At all times conduct its activities in a lawful and tasteful manner in accordance with Licensor's specifications and dress in a professional image and in a manner that will complement the aesthetics of the License Area and the Center. Licensee and its employees shall wear appropriate attire at all times while in the Center.
3. Deliver to Licensor an original signed Certificate of Insurance or certified duplicate liability insurance policy fifteen (15) days prior to the commencement date of this Agreement; naming Licensor, its principals, their agents and/or beneficiaries; and any designee of Licensor as additional insured, with the following coverage: commercial general liability insurance in minimum amounts of \$1,000,000.00 for each occurrence for bodily injury and property damage.
4. Indemnify, defend with counsel acceptable to Licensor, and hold harmless Licensor, its principals, agents, beneficiaries, employees and any Mortgagee(s) and ground Lessors from and against all liabilities, obligations, damages, penalties, claims, cost, charges and expenses, including reasonable attorney's fees, which may arise in any manner out of Licensee's use, operation or maintenance of the License Area or the Center.

(J) Relocation. Licensee understands and agrees that the License Area may be relocated, at the Licensee's sole expense at any time at the discretion of the Licensor upon Thirty Days written notice to the Licensee.

(K) Termination. Licensee understands and agrees that Licensee's rights under this Agreement may be revoked by Licensor upon sixty (60) days written notice to Licensee, which notice period shall begin the earlier of the hand-delivery of notice to Licensee at Licensee's License Area or as confirmed as received by Certified Mail, Return Receipt or Overnight Delivery. If the Licensee is not in default, all charges paid will be pro-rated per day and refunded for each day remaining on the License. Licensor grants the Licensee the right to terminate this agreement with a 60 day notice period without penalty.

~~**(L) Hours of Operation.** Licensee shall be open for business in the License Area during all regular Center hours, and at such other hours as a majority of the other businesses operating at the Center are open. Accordingly, with respect to any day during the Term that Licensee shall fail to be open for the hours provided for above, Licensee shall pay a late opening/early closing charge of \$50.00, which shall become immediately due and payable. The late opening/early closing charge shall not be in lieu of Licensor's other remedies under this Agreement or at law or in equity, and acceptance by Licensor of such late opening/early closing charge shall not preclude Licensor from seeking any other available remedy.~~

(M) Default. Licensor may exercise any remedy available to it at law or in equity upon Licensee's breach or default of this Agreement. Any breach or default by the Licensee under this Agreement shall constitute a default under any other Agreement or License between Licensor and Licensee and any breach or default by Licensee under any other agreement or license shall constitute a default under this Agreement. Licensee will reimburse Licensor for any and all costs and expense including reasonable attorneys' fees of which Licensor incurs in connection with the enforcement of this Agreement.

(N) Limitation of Right of Recovery Against Licensor. There shall be no personal liability of Licensor (nor Licensor's principals, employees and agents) in respect to any of the terms of this Agreement. In the event of any breach or default by Licensor under this Agreement, Licensee shall look solely to the equity of Licensor in the Center for the satisfaction of Licensee's remedies.

(O) This Agreement may be amended or modified only in writing signed by Licensor and Licensee.

(P) Notices. All notices or payments made pursuant to this Agreement will be to the location below at each party's signature.

(Q) In-line Location Maintenance. By taking possession of the License Area, Licensee shall be deemed to have: 1) inspected the License Area; 2) accepted the License Area "as is" with no representation or warranty by Licensor as to the condition of the License Area, its suitability for Licensee's proposed operation or the improvements therein; and 3) agreed that the Licensor has no obligation to improve or repair the License Area unless said obligation is specifically set forth in this Agreement.

(R) Repairs and Maintenance by Licensee. Licensee shall, at all times during the terms of this Agreement, maintain, at its sole cost and expense, the License Area in good and tenable condition and make all necessary replacements and repairs to the License Area except for structural repairs (except for kiosks and retail merchandising units (RMU's) for which Licensee shall be responsible for all repairs including but not limited to structural repairs). Licensee's obligation to repair and maintain the License Area shall include, without limitation, repairing, maintaining, and making replacements to such items as: floor coverings, ceilings (other than structural ceilings), utility meters, pipes and conduits, all fixtures which are installed by Licensee and/or which exclusively serve the License Area, the storefront, all of Licensee's signs, security grilles, windows, glass and door frames. In addition to all other remedies of Licensor under this Agreement, if: 1) Licensee does not complete its obligations to repair and maintain the License Area as set forth herein; or 2) Licensor, in the exercise of its sole discretion, determines that emergency repairs are necessary; or 3) repairs or replacement of any portion of the License Area or the Center are made necessary by any act, omission or negligence of Licensee or its agents, employees, assignees, then in any such event, Licensor may (but shall not be obligated to) make such repairs without liability to Licensee for any loss or damage that may accrue to Licensee, its merchandise, fixtures, or other property or to Licensee's business by reason of such repair. Further, upon completion of any such repair, Licensee shall pay upon demand, as Additional Fixed Fee, Licensor's costs for making such repairs plus Licensor's administrative costs related thereto which amount shall equal to 20% of the total cost of such repairs.

(S) WAIVER OF RESPONSIBILITY. LICENSOR AND LICENSOR'S PRINCIPALS, AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR, AND LICENSEE WAIVES, ALL CLAIMS FOR LOSS OR DAMAGE TO LICENSEE'S BUSINESS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY LICENSEE OR ANY PERSON CLAIMING BY, THROUGH OR UNDER LICENSEE RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN, ON OR ABOUT THE LICENSE AREA OR ANY OTHER PART OF THE CENTER, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOSS, THEFT OR DAMAGE RESULTING FROM: (I) ANY EQUIPMENT OR APPURTENANCES BECOMING OUT OF REPAIR; (II) INJURY DONE OR OCCASIONED BY WIND OR WEATHER; (III) ANY DEFECT IN OR FAILURE TO OPERATE, FOR WHATEVER REASON, ANY SPRINKLER, HEATING OR AIR-CONDITIONING EQUIPMENT, ELECTRIC WIRING OR THE INSTALLATION THEREOF, GAS, WATER OR STEAM PIPES, STAIRS, PORCHES, RAILINGS OR WALKS; (IV) BROKEN GLASS; (V) THE BACKING UP OF ANY SEWER PIPE OR DOWN SPOUT; (VI) THE BURSTING, LEAKING OR RUNNING OF ANY TANK, TUB, WASHSTAND, WATER CLOSET, WASTE PIPE, DRAIN OR OTHER PIPE; (VII) THE ESCAPE OF STEAM OR WATER; (VIII) WATER, SNOW OR ICE BEING UPON OR COMING THROUGH THE ROOF, SKYLIGHT, TRAP DOOR, STAIRS, DOORWAYS, WINDOWS, WALKS OR ANY OTHER PLACE UPON OR NEAR THE CENTER; (IX) THE FALLING OF ANY FIXTURE, PLASTER, TILE, STUCCO OR OTHER MATERIAL; (X) ANY ACT, OMISSION OR NEGLIGENCE OF OTHER LICENSEES OR ANY OTHER PERSONS OR OCCUPANTS OF THE CENTER OR OF ADJOINING OR CONTIGUOUS BUILDINGS, OF OWNERS OF ADJACENT OR CONTIGUOUS PROPERTY OR THE PUBLIC, OR BY OPERATIONS IN THE CONSTRUCTION OF ANY PRIVATE, PUBLIC OR QUASI-PUBLIC WORK; OR (XI) ANY OTHER CAUSE OF ANY NATURE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE AGREES TO USE AND OCCUPY THE LICENSE AREA, AND TO USE SUCH OTHER PORTIONS OF THE CENTER AS LICENSEE IS HEREIN GIVEN THE RIGHT TO USE, AT LICENSEE'S OWN RISK.

(T) WAIVER OF RIGHT OF RECOVERY. LICENSEE HEREBY RELEASES AND WAIVES ALL RIGHT OF RECOVERY WHICH LICENSEE MIGHT OTHERWISE HAVE AGAINST LICENSOR, THE OTHER TENANTS OF THE CENTER, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES BY REASON OF ANY LOSS OR DAMAGE RESULTING FROM ANY RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION AGAINST LICENSOR, DAMAGE, OR INJURY OR OTHER OCCURRENCE NO MATTER HOW CAUSED, TO THE EXTENT THAT THE SAME IS COVERED BY THE LICENSEE'S INSURANCE (ASSUMING NO DEDUCTIBLE) OR WHICH WOULD HAVE BEEN COVERED HAD LICENSEE COMPLIED WITH THE REQUIREMENTS OF ITEM I, SECTION 3 OF THIS AGREEMENT.

(U) Utilities. (Check one (1) box in accordance with the agreed upon terms.)

____ Licensee is responsible for all utilities. Initial: Licensor _____ Licensee _____
xx Licensee is not directly responsible for arranging utilities (other than telephone) but shall pay the Utilities Fee in accordance with D (iv) and G herein. Initial: Licensor AB Licensee [Signature]

(V) Signage. The Licensee is responsible for all store signage, including interior and exterior signs. All signage must be pre-approved by Licensor and handwritten signs are not permitted.

(W) Visual Merchandising. The Licensee shall comply with the visual merchandising standards of the Center. The Licensee understands and agrees to implement visual merchandising recommendations of the Licensor and to change visual merchandising presentation as requested by the Licensor.

(X) Continuous Operation. Licensee covenants and warrants that it shall conduct its business in the License Area at all times in a first class manner consistent with reputable business standards and practices and operate 100% of the License Area continuously and uninterruptedly during the entire Term of this Agreement in accordance with its terms.

(Y) Information Use. Any information material is being provided for reference only and no representations or warranties are made concerning any item contained herein, including, without limitation, applicability of the material to any particular business or location. Use of this material is solely at the user's risk and discretion.

(Z) Representations. Licensee acknowledges that Licensor has made no representations concerning the possibility of the extension of the License Term beyond the period set forth in Item B hereof. Licensee further acknowledges that the License Term is expressly subject to the termination right provided in Section K hereof.

(AA) Miscellaneous:

- 1. Merger.** This Agreement is the entire agreement between the parties as to the subject matter hereof, and all prior and simultaneous negotiations, discussions and agreements between the parties and/or their attorneys or other representatives about the subject matter hereof are merged into this agreement.
- 2. No Waiver.** Neither party's waiver of any default by the other party under this Agreement shall constitute a waiver of any subsequent default.
- 3. Estoppel Certificate and SNDA.** Licensee shall, within ten (10) days of receipt of written request thereof, sign an estoppel certificate in such form as Licensor shall reasonably require, together with an instrument subordinating this Agreement to any present or future mortgage or Ground Lease on the Center.
- 4. Governing Law.** This Agreement shall be governed by the law of the State where the Shopping Center is located.
- 5. Environmental.** Without limiting the generality of Item (I) 2, Licensee shall not bring or allow any toxic waste or hazardous substance in the Licensed Area or the Shopping Center.

(BB) Extra Provisions

Licensor and Licensee have executed this Agreement on the day and year first above written.

Licensor: Singing River, L.L.C.

Licensee: Hope Community Church

Business:

Center: Singing River Mall

C/O: Tony Baptiste

SSN or FEIN

Address: 2800 US Highway 90

Address: Po Box 1993

Gautier, MS 39553

Gautier MS

Phone: 228-497-6160

Phone:

By: [Signature]

By: [Signature]

Angela Bishop
General Manager

Major Conditional Use

For

Hope Community Church

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
Yes.
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk, and intensity of structures (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other places.
We are proposing a small church congregation which will require parking in the parking lot of Singing River Mall. The Sunday Church services will be held early morning on Sundays, which will not interfere with customer shopping because it is not during regular shopping hours. In addition, there are 3 entrances closed by the proposed space which will make the flow easier.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens. Absolutely not. The space is an empty space. We are willing to do some cosmetic surgery on the space which will add to the value of the space. Signage, new paint and new life will brighten the space up. The primary objective of the church is to bring souls to Christ. We have a special interest in youth; therefore, we hope this church will be a safe haven for the youth and families of the community.
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? No.
5. Can the proposed use be accommodated by existing or proposed public services and facilities including but not limited to water, sanitary sewer, streets, drainage, police and fire protection, and schools? Yes.
6. Is the proposed use in harmony with the Comprehensive Plan? Yes, the strategic planning played a vital role in where this church would be birthed. We believe that Gautier is on a world class journey and the plan for the future will be a huge success and one of Jackson's County's best assets. Gautier was chose for its proactive approach in growth and development.
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to prevent surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain. No.
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. The church is very small and it will be a place for teaching, learning, counseling, etc. It will not be a nuisance to the area nor will it be loud or distracting. The space is big enough and the acoustics are in place for such a proposal.

SCHEDULE "A-2"

SINGING RIVER MALL LEGAL DESCRIPTION

That certain tract or parcel of land situated in U.S. Government Lot 2, of Fractional Section 35, Township 7 South, Range 7 West, Jackson County Mississippi, and more particularly described as follows, to-wit: Commencing at a point where the east line of said Government Lot 2 intersects the north right-of-way line of U.S. Highway 90; thence run North 80 degrees 00 minutes West along the said north right-of-way line of U.S. Highway 90 a distance of 65.32 feet; thence run North 00 degrees 32 minutes West a distance of 349.16 feet to the Point of Beginning; thence run North 00 degrees 32 minutes West a distance of 917.27 feet; thence run North 80 degrees 00 minutes West a distance of 285.0 feet; thence run North 10 degrees 00 minutes East a distance of 210.0 feet; thence run North 20 degrees 48 minutes West a distance of 79.40 feet; thence run South 57 degrees 00 minutes West a distance of 48.72 feet; thence run South 10 degrees 00 minutes West a distance of 548.43 feet; thence run South 55 degrees 00 minutes West a distance of 113.97 feet; thence run South 10 degrees 00 minutes West a distance of 115.0 feet; thence run North 80 degrees 00 minutes West a distance of 240.08 feet; thence run North 10 degrees 00 minutes East a distance 119.96 feet; thence run North 80 degrees 00 minutes West a distance of 62.0 feet; thence run North 10 degrees 00 minutes East a distance of 327.71 feet; thence run North 80 degrees 00 minutes West a distance of 600.66 feet; thence run South 72 degrees 32 minutes West a distance of 715.0 feet; thence run South 05 degrees 59 minutes East a distance of 379.0 feet; thence run South 00 degrees 09 minutes East a distance of 710.70 feet to the said north right-of-way line of U.S. Highway 90; thence run South 80 degrees 00 minutes East along the said north right-of-way line a distance of 327.0 feet; thence run North 10 degrees 00 minutes East 130.0 feet to the beginning of a curve to the right; said curve have a chord bearing of North 55 degrees 00 minutes East and a chord distance of 21.21 feet, radius of that curve is 15.0 feet; thence run South 80 degrees 00 minutes East a distance of 75.83 feet to the beginning of a curve to the right, said curve having a chord bearing of South 35 degrees 00 minutes East and a chord distance of 42.43 feet, radius of that curve is 30.0 feet; thence run South distance 10 degrees 00 minutes West a distance of 82.83 feet to the beginning of a curve to the right, said curve having a chord bearing of South 24 degrees 49 minutes 51 seconds West and a chord distance of 33.28 feet, radius of that curve is 65.0 feet, to the said north right-of-way of U.S. Highway 90; thence run South 80 degrees 00 minutes East along the said north right-of way line a distance of 170.03 feet; thence run North 10 degrees 00 minutes East a distance of 42.42 feet to a point on a curve; thence run along a curve to the right on a chord bearing of North 38 degrees 24 minutes 56 seconds West and a chord distance of 20.85 feet, radius of that curve is 175.0 feet to the point of tangency of the curve; thence run North 35 degrees 00 minutes West a distance of 92.37 feet to the beginning of a curve to the left, said curve having a chord bearing of North 47 degrees 12 minutes 14 seconds West and a chord distance of 33.82 feet, the radius of that curve is 80.0 feet; thence run North 10 degrees 00 minutes East a distance of 183.11 feet; thence run North 80 degrees 00 minutes West a distance of 17.83 feet; thence run North 10 degrees 00 minutes East a distance of 140.0 feet; thence run South 80 degrees 00 minutes East a distance of 122.75 feet; thence run North 10 Degrees 00 minutes East a distance of 57.0 feet; thence run South 80 degrees 00 minutes East a distance of 40.04 feet; thence run North 10 degrees 00 minutes East a distance of 75.04 feet; thence run South 80 degrees 00 minutes East a distance of 161.50 feet; thence run North 10 degrees 00 minutes East a distance of 40.0 feet; thence run South 80 degrees 00 minutes East a distance of 42.08 feet; thence run South 10 degrees 00 minutes West a distance of 40.0 feet; thence run South 80 degrees 00 minutes East a distance of 121.50 feet; thence run South 10 degrees 00 minutes West a distance of 195.04 feet; thence run South 80 degrees 00 minutes East a distance of 149.29 feet; thence run South 10 degrees 00 minutes West a distance of 400.0 feet to the said north right-of-way line of U.S. Highway 90; thence run South 80 degrees 00 minutes East along the said north right-of-way line a distance of 111.29 feet; thence run North 10 degrees 00 minutes East a distance of 30.29 feet; Thence run North 55 degrees 00 minutes East a distance of 125.80 feet to the beginning of a curve to the right, said curve having a chord bearing of North 77 degrees 30 minutes East and a chord distance of 80.36 feet, radius of that curve is 105.0 feet; thence run South 80 degrees 00 minutes East a distance of 39.01 feet to the beginning of a curve to the right, said curve having a chord bearing of South 35 degrees 00 minutes East and a chord distance of 42.43 feet, radius of that curve is 30.0 feet; thence run South 10 degrees 00 minutes West a distance of 87.83 feet to the beginning of a curve to the right, said curve having a chord bearing of South 24 degrees 49 minutes 51 seconds West and a chord distance of 33.28 feet, radius of that curve is 65.0 feet; thence run South 80 degrees 00 minutes East along the said north right-of-way line of U.S. Highway 90 a distance of 91.38 feet to the beginning of a curve to the right, said curve having a chord bearing of North 04 degrees 49 minutes 51 seconds West and a chord distance of 33.28 feet, radius of that curve is 65.0 feet; thence run North 10 degrees 00 minutes East a distance of 87.83 feet to the beginning of a curve to the right, said curve having a chord bearing of North 55 degrees 00 minutes East and a chord distance of 42.43 feet, radius of the curve is 30.0 feet; thence run South 80 degrees 00 minutes East a distance of 171.00 feet to the beginning of a curve to the left, said curve having a chord bearing of North 49 degrees 44 minutes East and a chord distance of 246.09 feet, radius of that curve is 160.0 feet; thence run North 89 degrees 28 minutes East a distance of 22.00 feet to the Point of Beginning. Parcel containing 45.04 acres.

Location Map

SINING RIVER MALL

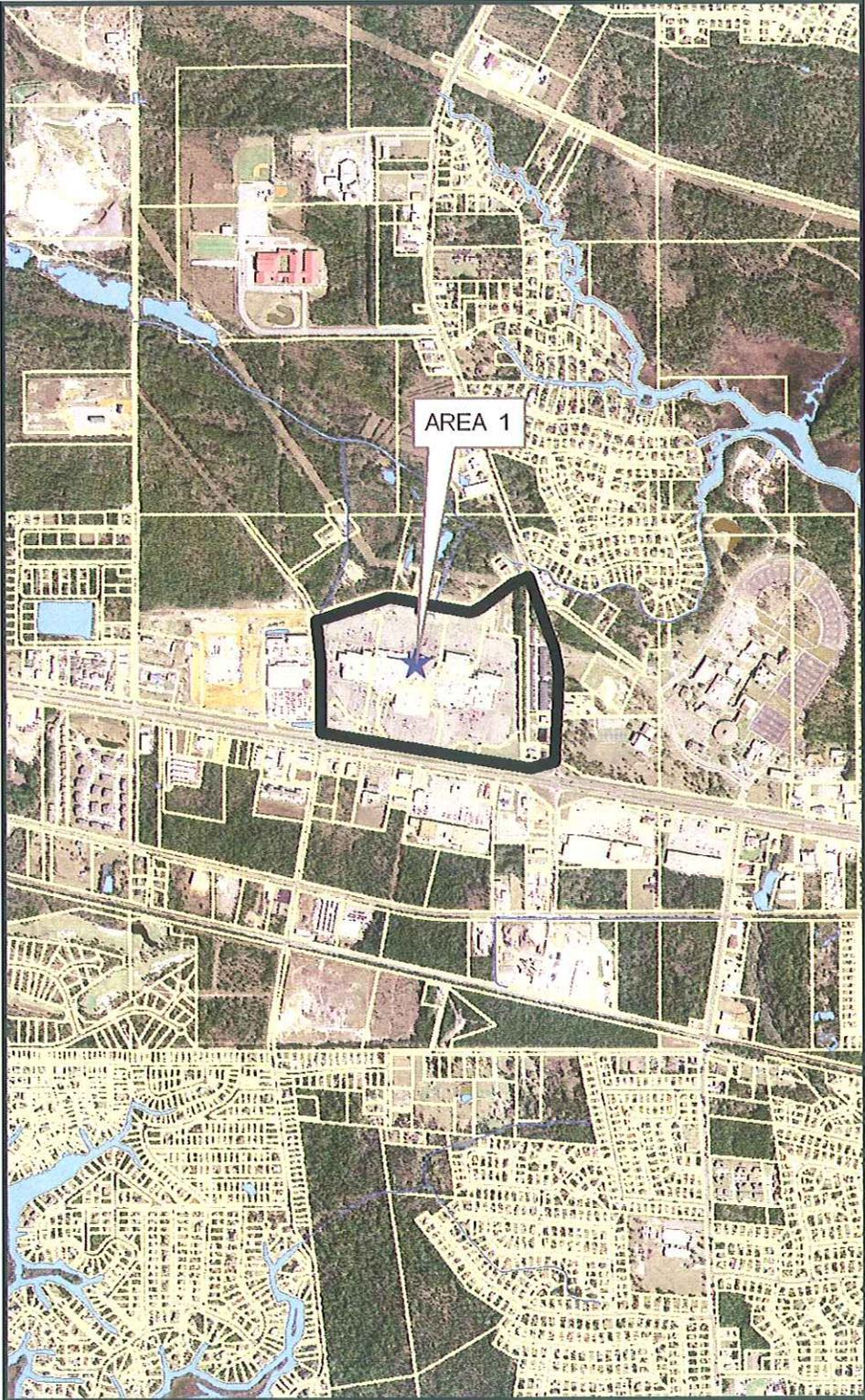
City Of Gautier
Economic Development/Planning



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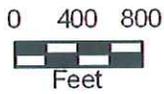


Prepared by the
City of Gautier
GIS Division



Existing Zoning Map

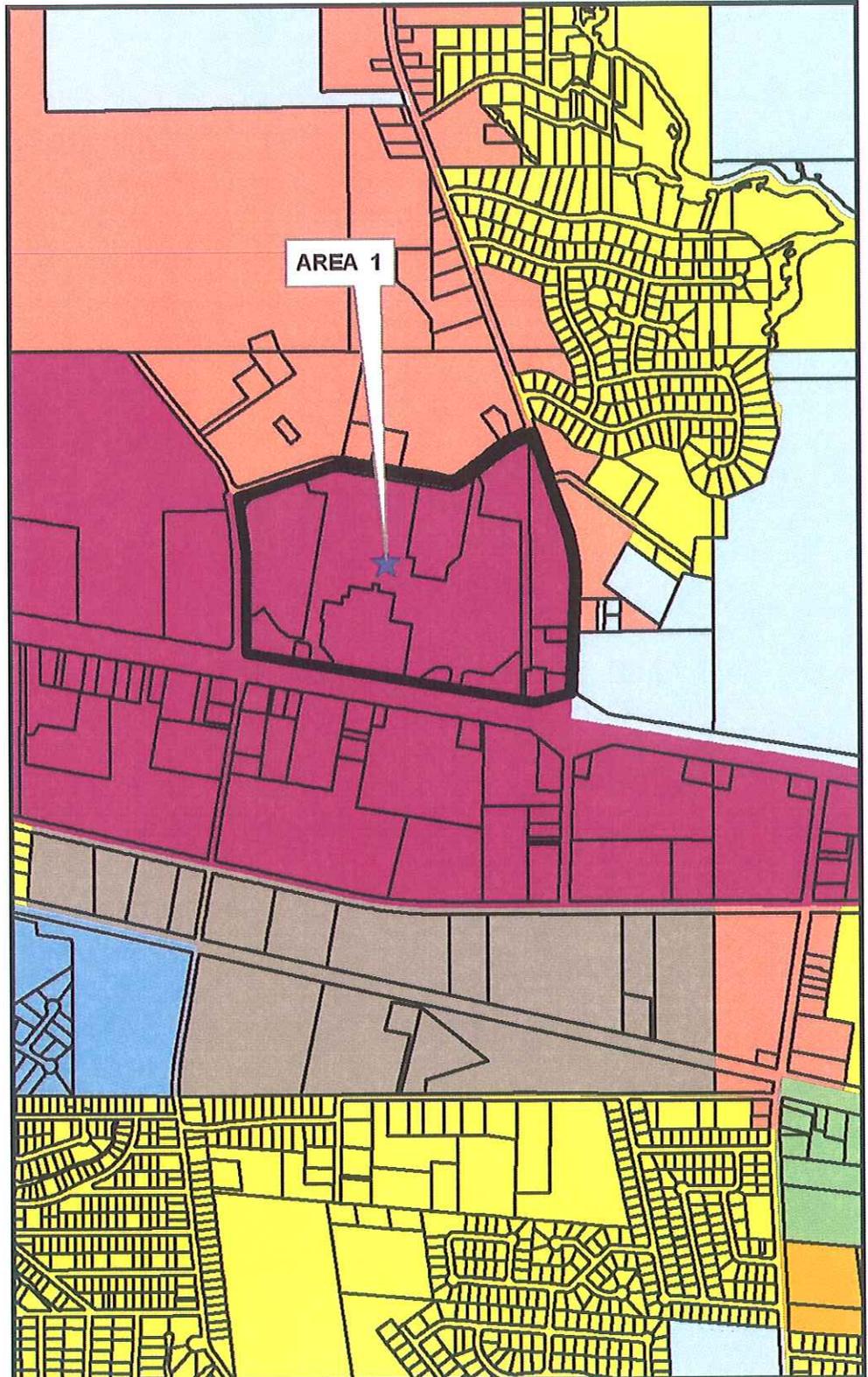
City Of Gautier
Economic Development/Planning



Prepared by the
City of Gautier
GIS Division

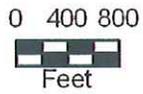
Legend

- AG Agricultural
- PL Public/Semi-Public
- PUD Planned Unit Development
- R-1 Low Density Residential
- R-2 Multi-Family Residential
- R-3 Mobile Home District
- MUM
- TC
- MURC-1
- MURC-2
- MURC-MW
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- C-3 Highway Commercial
- I-2 Industrial



Existing Land Use Map

City Of Gautier
Economic Development/Planning

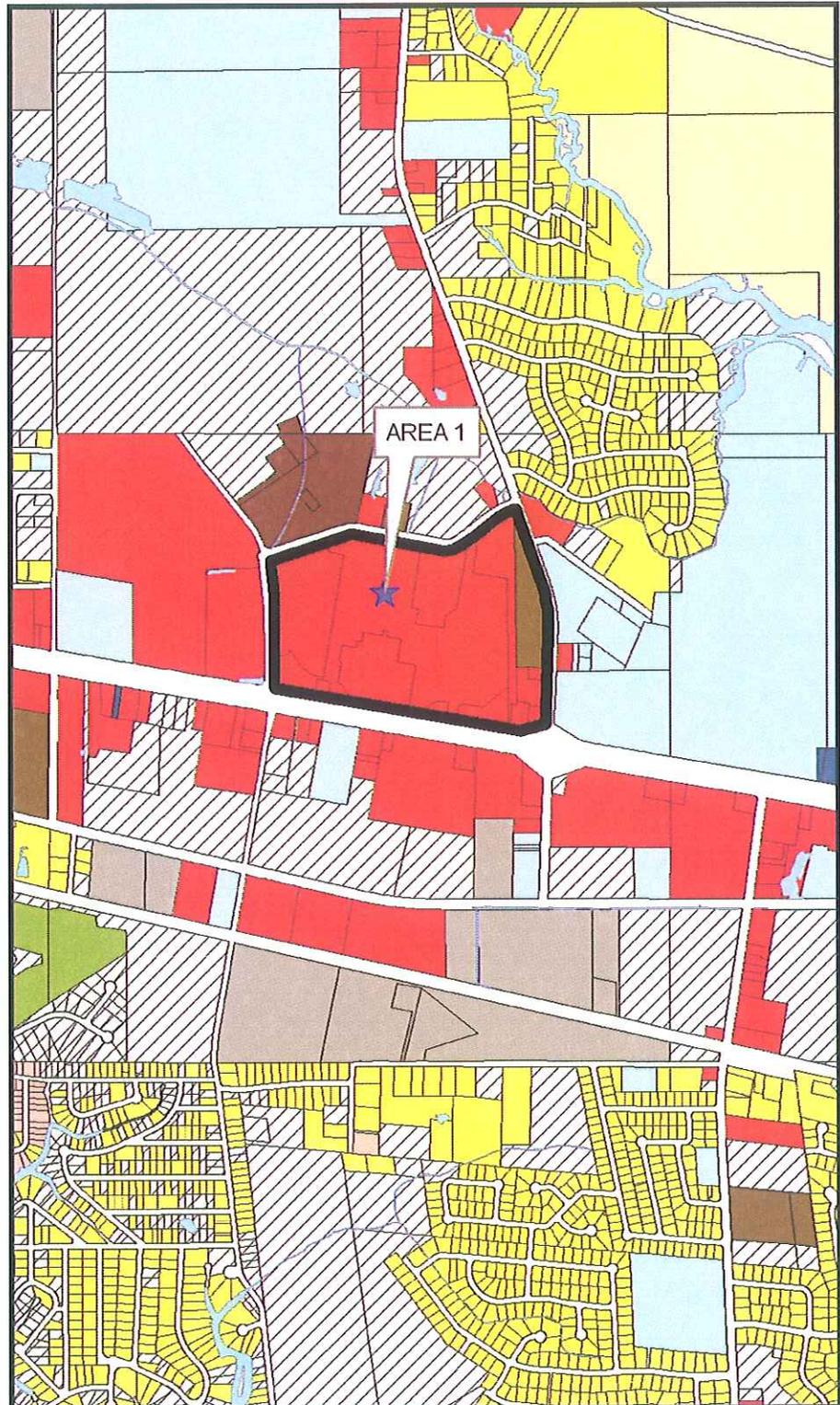


Prepared by the
City of Gautier
GIS Division

Legend

EXISTING LAND USE

-  Commercial-Retail
-  Conservation
-  Civic
-  Industrial
-  Marina/Fish Camps
-  High Density Residential
-  Mobile Home
-  Mobile Home Park
-  Medium Density Residential
-  Office
-  Recreation
-  Very Low to Low Density Residential
-  Utility
-  Vacant



Future Land Use Map

City Of Gautier
Economic Development/Planning



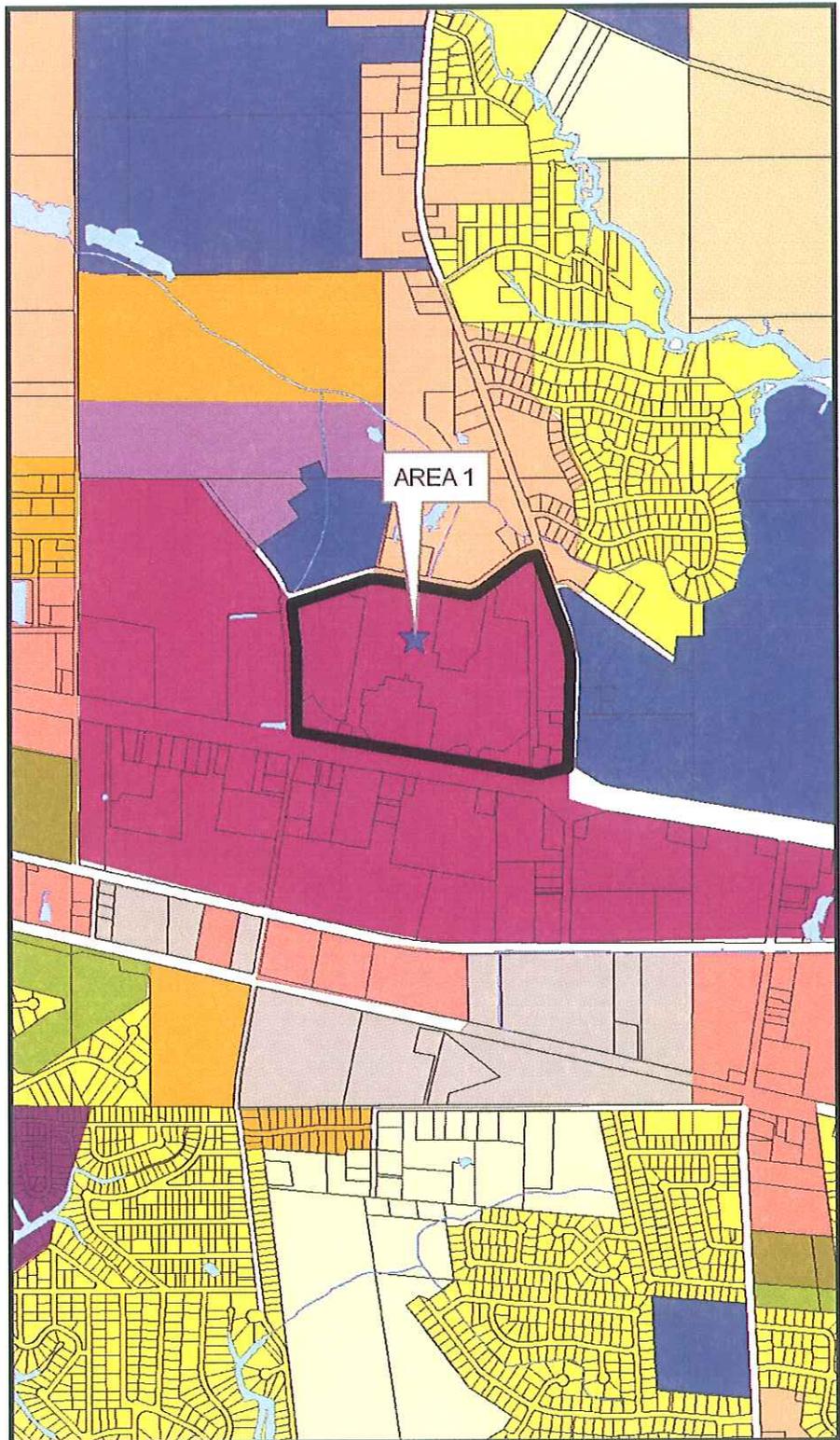
0 400 800
Feet



Prepared by the
City of Gautier
GIS Division

Legend

-  Civic
-  High Impact Commercial
-  Conservation
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Medium Density Residential
-  Mobile Home Residential
-  Low Impact Commercial
-  Recreational
-  Recreational Commercial
-  Regional Scale Commercial
-  Mixed Use Residential
-  Town Center
-  Very Low Density Residential



**CITY OF GAUTIER
CONDITIONAL USE-MAJOR DEVELOPMENT PERMIT
GPC CASE NO. 11-35-CU**

HOPE COMMUNITY CHURCH

REGARDING PARCEL ID NO: 82435270.109

The City of Gautier, at its regular meeting held on December 20, 2011, considered the application for a Conditional Use-Major Development Permit for a church as submitted by Tony and Tenesha Bastiste, Pastors of Hope Community Church. The parcel subject to this Permit is located at 2800 Highway 90, Space #1064, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Development Permit and orders as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.
2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed use, classified as a church, is permitted as a Conditional Use-Major in the TCMU District.
4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on October 26, 2011 for a Conditional Use-Major Development Permit.
5. The following additional conditions will ensure that the operation of the proposed conditional use will minimize any detrimental effects on neighboring properties and shall apply to the project:
 - a. The physical location of the church and all operations shall be restricted to the location at 2800 Highway 90, Spaces #1310 and #1314. Any further expansion shall require the permit to be amended.
6. The City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.
7. The Gautier Planning Commission recommended approval of this Conditional Use-Major Development Permit on December 1, 2011.

8. The City Council adopted this Conditional Use-Major Development Permit on a recorded vote of _____ ayes to _____ nays to approve the application of Hope Community Church, located at 2800 Highway 90, Space #1064 in Gautier, Mississippi, and identified as Jackson County Parcel No. 82435270.109.

December 20, 2011

Date of Issuance

Attest:

Tommy Fortenberry, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Wendy McClain
City Clerk

Gautier Planning Commission

Regular Meeting Agenda

December 1, 2011

VII. NEW BUSINESS

B. DISCUSSION

- 1. DISCUSS NOMINEES FOR THE LARRY MORAN AWARD**