

## **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).

## **RECOMMENDATION:**

Staff finds that the proposed use may be compatible and harmonious with the Town Center Mixed Use District and recommends approval with the following conditions:

1. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code. (See Exhibit F.)
2. The physical location of the church and all operations shall be restricted to the location at 2313 Highway 90. Any further expansion shall require the permit to be amended.
3. Noise levels shall meet the City’s noise ordinance. (See Exhibit G.)

## **CONCLUSION:**

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major;
2. Recommend that City Council approve the Conditional Use-Major with changes; or
3. Recommend that City Council deny the Conditional Use-Major.

## **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
7. City's Exhibit F – Section 3409 of the International Building Code
8. City's Exhibit G – Section 15-5 City of Gautier's Code of Ordinances



## MAJOR CONDITIONAL USE

### Criteria for Approval Major Conditional Use

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
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 plans.  
*See attached documents / diagram + plan*
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. *No, The property will be used for Ministry to help + reach out to the community.*
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.  
*No, see lease for property attached documents*
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, the property can be used to accommodate pedestrians, schools, utilities, etc. see*
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how. *attached documents*
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.  
*No, Building will be used for outreach ministry*
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. *Yes*

ARTICLE XV

DESTRUCTION OF LEASED PREMISES

**SECTION 15.01. Destruction of the Leased Premises.**

If the premises shall be damaged by fire, the elements, unavoidable accident or other casualty, and the cost of repairing such damage shall not equal sixty (60%) percent of the fair replacement value of the premises immediately prior to such damage, Landlord shall cause such damage to be repaired with due diligence and this lease shall continue. If, however, in the event of damage from any of such causes the cost of restoring the premises to its condition immediately prior to such damage shall equal or exceed sixty (60%) percent of its fair replacement value immediately prior to such damage, Landlord shall have the right to terminate this lease by giving Tenant written notice of its election to do so within sixty (60) days after the date on which the damage occurs, whereupon this lease shall terminate as of the date on which the damage occurs, and the rent shall be adjusted as of said date; but in default of such notice by Landlord, this lease shall continue. Except in the event of termination of this lease, as aforesaid, the minimum rent shall be abated to the extent of the fair rental value of such portion, if any, of the premises as shall be rendered unfit for occupancy for the usual conduct of Tenant's business in consequences of the damage aforesaid for the period of such unfitness for occupancy.

If the premises are damaged or destroyed by any of the aforementioned causes, and the lease is not terminated by Landlord as provided above, the premises shall be restored promptly. Such restoration shall be carried on and accomplished by Landlord and Tenant, respectively. The cost and expense of such respective restoration shall be borne by Landlord and Tenant, and Landlord and Tenant shall be reimbursed out of the insurance proceeds available to the extent provided below.

Unless the lease shall have been terminated, Landlord shall collect and hold the proceeds of the aforementioned insurance policy or policies after deducting the costs and expenses of collecting same, if any, and shall apply same to the cost of the restoration of the premises to the extent permitted by Landlord's mortgagee. Upon completion of the restoration, the proceeds shall be applied just to Landlord's cost of repair. Tenant shall collect and hold the proceeds paid to it under its policies of insurance and apply same to the repair or refurbishing of its trade fixtures and restocking of its inventory.

**SECTION 15.02. Destruction of the Shopping Center.**

In the event that fifty (50%) percent or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the leased premises may be unaffected by such fire or other cause, Landlord may terminate this lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Landlord's election so to do which notice shall be given, it at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

ARTICLE XVI  
EMINENT DOMAIN

**SECTION 16.01. Total Condemnation.**

If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this lease.

**SECTION 16.02. Total Condemnation of the Parking Area.**

If the whole of the common parking areas in the Shopping Center shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Landlord at its own expense within ninety (90) days from the date of acquisition. In the event that Landlord shall provide such other substantially equal parking facilities, then this lease shall continue in full force and effect. In any event, Tenant shall have no claim against Landlord for the value of any unexpired term of this lease.

**SECTION 16.03. Partial Condemnation.**

If any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, the lease shall continue in full force and effect, and the minimum rent shall be reduced proportionately as to the portion lost in the taking.

**SECTION 16.04. Partial Condemnation of the Parking Area.**

If any part of the parking areas in the Shopping Center shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose and if, as the rent of such partial taking, the ratio of square feet of parking area to square feet of the total area of the entire Shopping Center buildings is reduced to a ratio below two to one, then the term of this lease shall cease and terminate from the date of title vesting in such proceeding, unless the Landlord shall take immediate steps toward increasing the parking ratio in excess of two to one, by providing additional parking area, multi-level parking, ramp parking or otherwise, in which event this lease shall be unaffected and remain in full force and effect as between the parties. In any event, Tenant shall have no claim against Landlord for the value of any unexpired term of this lease.

**SECTION 12.02. Attornment.**

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the leased premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

**SECTION 12.03. Subordination.**

Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or deed of trust now or hereafter placed upon Landlord's interest in the leased premises, or upon the land or premises of which the leased premises are a part, or upon any building now or hereafter placed upon the land of which the leased premises form a part, and to all advances made or hereafter to be made upon the security thereof, all without the necessity of Tenant joining in any such subordination; however, upon request of Landlord, Tenant shall execute and deliver such further instrument evidencing such subordination as Landlord may reasonably request. It is further understood and agreed, however, that neither such subordination, nor any foreclosure of any such mortgage or deed of trust, shall affect Tenant's right to continue in possession of the leased premises under the terms of this lease so long as Tenant shall not default in the performance of Tenant's obligations hereunder.

**ARTICLE XIII  
ASSIGNMENT AND SUBLETTING, CONCESSIONS, CORPORATE OWNERSHIP**

**SECTION 13.01. Consent Required.**

Tenant will not assign, mortgage, pledge, hypothecate or sublet this lease in whole or in part nor license, franchise or sublet all or any part of the leased premises, without the prior written consent of Landlord in each instance. Tenant agrees that Landlord's decision (to consent or not) need not be made in accordance with any particular commercial criteria or standards (including "reasonable commercial standards") and that Landlord's decision, for whatever reason, shall be conclusive and binding on Tenant. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Landlord shall not be obligated in any manner to give its consent, and the giving of Landlord's consent may be conditioned on the requirement that the rental hereunder is increased or that one or more of the provisions of this lease be amended. This prohibition against assigning, subletting, mortgaging and pledging shall be construed to include a prohibition against any assignment or subletting by operation of law, legal process, receivership, bankruptcy or otherwise. If this lease be assigned or if the leased premises or any part thereof underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant, or occupant as Tenant, or a release of Tenant from the further performance by Tenant or covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant and any guarantor of Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this lease. Tenant shall pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Landlord in processing, documenting, or administering any request by Tenant for Landlord's consent pursuant to this section.

**SECTION 13.02. Benefits and Burdens on Assignment.**

This lease and agreement and the covenants and conditions herein contained, shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its heirs, successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment has been consented to in writing by Landlord. Nothing contained in this lease shall in any manner restrict Landlord's right to assign or encumber this lease in its sole discretion.

**SECTION 13.03. Operation of Concessions.**

Tenant shall not permit any business to be operated in or from the leased premises by any concessionaire or licensee without the prior written consent of Landlord.

**SECTION 13.04. Changes in Corporate Ownership.**

If Tenant is a corporation and if at any time during the lease term the person or persons who own a majority of its voting shares at the time of the execution of this lease cease to own a majority of shares (except as the result of transfers by gift, bequest or inheritance) Tenant shall so notify Landlord and Landlord may terminate this lease by notice to Tenant given within 90 days hereafter. This section shall not apply whenever Tenant is a corporation the outstanding voting stock of which is listed on a recognized security exchange or if at least eighty (80%) percent of its voting stock is owned by another corporation the voting stock of which is so listed.

**ARTICLE XIV  
WASTE, GOVERNMENTAL REGULATIONS**

**SECTION 14.01. Waste or Nuisance.**

Tenant shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the leased premises may be located, or in the shopping Center, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Shopping Center.

**SECTION 14.02. Governmental Regulations.**

Tenant shall, at Tenant's sole cost and expense, comply with all the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinance and the state and federal statutes now in force of which may hereafter be in force.

## SECTION 23.02 HAZARDOUS WASTE

Tenant represents and warrants that it will not, on or about the Demised Premises, make, store, use, treat, dispose of or permit the making, storage, use, treatment or disposal of any (i) "hazardous substance" (as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, and the rules and regulations promulgated pursuant thereto, as from time to time amended), or (ii) any other hazardous waste, contaminant, oil, radioactive or other materials the removal of which is required or the maintenance of which is prohibited, penalized or regulated by any local, state or federal agency, authority or governmental unit. Tenant shall and hereby does indemnify and hold Landlord harmless from and against any and all loss, damages, expenses, fees, claims, costs and liabilities, including, but not limited to, attorney's fees and costs of litigation, arising out of or in any manner connected with the "release" or "threatened release" of "hazardous substances" (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, as from time to time amended), contaminants, oil, radioactive or other materials from the Demised Premises or any portion or portions thereof, arising out of or in any manner connected with Tenant's occupancy of the Demised Premises.



RESTROOM → 4 FT ←

L = 4.5 FT ←

DOOR

FREE EXIT DISBURSHER

EXIT BACK DOOR

→ W = 12 FT ←

DOOR

ROOM 4

→ L = 19 FT ←

DOOR

ROOM 3  
L = 7 FT

W = 9 FT

DOOR

ROOM 2  
L = 7 FT

W = 8 FT

DOOR

ROOM 1

L = 7 FT

W = 8 FT

EXIT SIGN

→ W = 10 FT ←

→ L = 19 FT ←

PULPIT

→ W = 19 FT ←

ENTRY/  
EXIT SIGN

FRONT DOOR

SANCTUARY

# "THE VISION"

Our vision is to make a disciple of each believer that desires to serve the Lord through experience, through the teach of God's word, through the memorization of his word, through the witnessing to individuals with the importance of God's spirit. To use each disciple in the way God ordained whether it be in healing prophecies, diver tongues, edification, etc., in order for them to know their gift and ~~is~~ perfect in it. To lead them in a way that there is a clear picture of what they are called to do. To exercise (Mark 16 vs 17) in each believer.

End Time Ministries is ordained by God calling for a change in the religious cycles of the world. It's name is exactly what it states, we are in the end times. It's vision is a school for children, teaching them the importance of God's word - teaching at an early age the importance of praying for one another, laying hands on the sick and casting out demons - speaking the word with authority. They are also taught the importance of God's holy spirit, and to survive in these end times they must acquire it. Our principle goal is education.

Our vision includes a course for ministers called into the ministry. The course covers a six month period. These ministers must be filled with the Holy Ghost prior to submitting an application. Because we believe that God will teach them how to be the ministers that he has called. But in order to be effective, we first must be lead of the spirit. After completion of this program, each member will receive a certificate of completion, license and ordination papers.

We do not encourage them to leave their church, but encourage them to make changes in their communities.

Our vision includes outside the church wall encouraging believers to be witnesses. We also have a vision of all races coming together to worship and praise God. God is not coming back for one race of people but all races make up one body.

We have visions of being on the radio station, teaching the end time message that will cause souls to come to Christ. Our vision is for souls all over the world. And God has shown me opening churches all over the world - a mission similar to Paul.

We open this invitation to invite you to come join us and become a disciple that will change a nation.

Love,

Pastor  
Sandra Stallworth

## Parcel Information

PIDN: 82436050.051  
GISP: 777.36-03-0120.00

### Owner Information

Name: INDY'S INC Percent of Ownership: 100  
Name2:  
Mailing Address: PO BOX 449 Physical Address: 2309 HWY 90 GAUTIER  
GULFPORT MS 39502

### Land Information

Section, Township, Range: 36 7S 7W Acreage: 13.40999984  
Street Name: HWY 90

### Value and Tax Information

Total Assessed Value: 4274 Total Appraised Value: 28490  
Improvement Value: 28490 Land Value: 0  
Tax Amount: 555 SQ. FT: 652 Year Built: 1988

### Legal Description

Description: 15 AC M/L ON S/S HWY 90 778.5' FRONTING HWY DB 329-326 DB 391-66 DB 478-79 MAP PARCEL #13  
(LESS PARCEL #82436050-075) (120 Map777.36-03) IMPROVEMENT ONLY!!

Deed Book / Page: 329 / 326