



Commissioner Bice  
Commissioner Milton  
Commissioner Bower  
Commissioner Rubar  
Commissioner Hourin  
Commissioner Torguson  
Commissioner Hector

## **AGENDA**

### **PLANNING AND ZONING COMMISSION**

**Tuesday, September 29, 2020**

**6:00 PM CST**

Council Chambers, City Hall  
and via teleconference, if necessary

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#### **Call to Order**

#### **Statement of Purpose**

1. May our decisions today be made with wisdom, careful deliberation and in the best interest of the City of Diamondhead. May we display patience and kindness in our dealings with each other and all who are in attendance and may any decisions made today promote the health, safety and welfare of the citizens of Diamondhead and the enhancement of the City as a whole.

#### **Pledge of Allegiance**

#### **Roll Call**

#### **Confirmation or Adjustments to Agenda**

#### **Approval of Minutes**

2. 8-05-2020
3. August 25, 2020

#### **New Business**

4. The First Pentecostal Church of Diamondhead represented Pastor Clay Kelly has filed an application requesting Planning Commission Review in accordance with the Zoning Ordinance Table 4.2 and Article 2.4 to allow a church in an existing building in a C-1 zoning district. The Case File Number is 202000344.

The tax parcel number is 132H-1-03-006.001. The property address is 4373 Park Ten Drive. James Sweetman is the property owner. The property is located south of and adjacent to Park Ten Drive and east of and adjacent to Park Ten Drive. The property is in a C-1 zoning district.

#### **Unfinished Business**

#### **Open Public Comments to Non-Agenda Items**

#### **Commissioners' Comments**

#### **Communication / Announcements**

5. next City Council meeting Tuesday, October 6, 2020  
next Planning Commission Tuesday, October 27, 2020  
Fields/Lippon Variance application for carport from rear yard setback line at 8912 Anahola Court

**Adjourn or Recess**



Commissioner  
Commissioner  
Commissioner Bower  
Commissioner Rubar  
Commissioner Hourin  
Commissioner Torguson  
Commissioner Hector

Item No.2.

**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Wednesday, August 05, 2020**  
**6:00 PM CST**  
Council Chambers, City Hall  
and via teleconference, if necessary

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**Call to Order**

Chairman Bice called the meeting to order at 6:00 p.m. CST.

**Statement of Purpose**

Commissioner Rubar recited the Statement of Purpose.

May our decisions today be made with wisdom, careful deliberation and in the best interest of the City of Diamondhead. May we display patience and kindness in our dealings with each other and all who are in attendance and may any decisions made today promote the health, safety and welfare of the citizens of Diamondhead and the enhancement of the City as a whole.

**Pledge of Allegiance**

Chairman Bice led the Pledge of Allegiance.

**Roll Call**

Present: Commissioner Bower, Rubar, Layel, Hourin, Bice, Hector. Absent: Torguson

Also present, City Attorney Derek Cusick, Building Official, Ronald Jones, Building Inspector, Beau King, and Minute Clerk, Tammy Braud.

**Confirmation or Adjustments to Agenda**

Commissioner Bower moved, second by Commissioner Layel to approve the agenda as presented.

**Approval of Minutes**

None

**New Business**

The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment in accordance with the Zoning Ordinance Article 2.8 (Amendment (Rezoning Procedure)).

The proposed text amendments would create a Diamondhead Town Center District with related regulations. New language would be added to Article 4.1.1, 4.16, 4.19, Table 4.1 and Article 4.21.

City Manager , Mike Reso explained the comprehensive process. He introduced Bob Barber, and mentioned they have set-up a 3 day work week planned for Envision Diamondhead 2040.

Bob Barber explained the planning process and the approach through the process. He also used a power point presentation to detail the steps. It helps determine where you should spend capital money, on roads, walkways, and recreation just to name a few. He introduced his team: Rod Slade, Allison Mouch, Carol Rha, and Aaron Arnette.

Ronald Jones, Building Official, presented the case. He recommends to approve the text amendment, Commissioner Layel made a motion, second by Commissioner Bower to approve as presented

### **MOTION PASSED UNANIMOUSLY**

#### **Unfinished Business**

None

#### **Open Public Comments to Non-Agenda Items**

#### **Commissioners' Comments**

#### **Communication / Announcements**

Mike Reso, City Manager, mentioned the kick off meeting Thursday, August 6,2020 at 6:00 p.m. Everyone invited.

Next City Council meeting August 18, 2020

Next Planning Commission meeting August 25, 2020

#### **Adjourn or Recess**

Commissioner Hourin, moved second by Bower to adjourn at approximately 6:51 p.m. CST.

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EJ Bice, Chairman  
Planning & Zoning



Commissioner Item No.3.  
Commissioner N...  
Commissioner Bower  
Commissioner Rubar  
Commissioner Hourin  
Commissioner Torguson  
Commissioner Hector

## MINUTES PLANNING AND ZONING COMMISSION

Tuesday, August 25, 2020  
6:00 PM CST  
Council Chambers, City Hall  
and via teleconference, if necessary

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### Call to Order

Chairman Bice called the meeting to order at 6:00 p.m.

### Statement of Purpose

Commissioner Hector read the Statement of Purpose

May our decisions today be made with wisdom, careful deliberation and in the best interest of the City of Diamondhead. May we display patience and kindness in our dealings with each other and all who are in attendance and may any decisions made today promote the health, safety and welfare of the citizens of Diamondhead and the enhancement of the City as a whole.

Commissioner Hector recited the Statement of Purpose.

### Pledge of Allegiance

Chairman Bice lead the Pledge of Allegiance.

### Roll Call

Commissioner Hector, Layel, Hourin, and Bice. Absent: Rubar, Torguson, Bower.

Also present City Attorney Derek Cusick, Building Official Ronald Jones, Building Inspector Beau King, and Minutes Clerk Tammy Braud.

### Confirmation or Adjustments to Agenda

Commissioner Hourin, second by Commissioner Layel to approve the agenda as presented.

### Motion Carried Unanimously

### Approval of Minutes

Commissioner Layel, second by Commissioner Hourin to accept the minutes of July 28, 2020.

### Motion Carried Unanimously

### New Business

**Case Number: 202000277**

Mr. Glen E. Chaffe has filed an application requesting a variance from the Zoning Ordinance (Article 4.6.5 E iii) to construct a roof over patio within 9.7' of rear property line.

The property address is 7321 Analii St. The tax parcel number is 068R-3-41-059.000. The legal description is Diamondhead Subdivision Phase 2, Unit 10, Block 6, Lot 1. The property is located in a R-2 zoning district. The rear yard set back is 20'.

Mr. Glenn E. Chaffe has filed an application requesting a variance from the Zoning Ordinance (Article 4.6.5 E iii) to construct a roof over a patio within 9.7' of the rear property line.

The property address is 7321 Analii Street. The tax parcel number is 068R-3-41-059.000. The legal description is Diamondhead Subdivision Phase #2, Unit 10, Block 6, Lot 1. The property is located in a R-2 zoning district. The rear yard setback is 20'.

Ronald Jones, Building Official presents the case to the commissioners and recommended approval in his staff report.

Chairman Bice asked if anyone was present to represent Mr. Glen Chaffe.

Mr. Glen Chaffe spoke and answered questions from the commissioners.

Commissioner Layel made a motion, second by Commissioner Hourin to approve as presented by Building Official, Ronald Jones to the City Council

**Motion Carried Unanimously**

**Unfinished Business**

None

**Open Public Comments to Non-Agenda Items**

None

**Commissioners' Comments**

None

**Communication / Announcements**

Ronald Jones, Building Official mentioned to the commissioners that we had 1 case for next month's meeting.

next City Council meeting Tuesday, September 1, 2020

next Planning Commission, Tuesday, September 29, 2020

**Adjourn or Recess**

Commissioner Hourin, second by Commissioner Layel to adjourn at 6:10 p.m.

**Motion Carried Unanimously**

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525



Office 228-222-4626  
Fax 228-222-4390  
www.Diamondhead.ms.gov

Item No.4.

CASE NO. 202000344

DATE 8-12-2020

APPLICANT: First Pentecostal Church of Diamondhead

APPLICANT'S ADDRESS: 4373 Park Ten Dr. Diamondhead ms 39525

APPLICANT'S TELEPHONE: (HOME) 228-216-1831 (WORK) 228-238-5275 PASTOR  
CLAY KELLY

PROPERTY OWNER: James Sweetman

MAILING ADDRESS: 6000 6820 Hilo Street Diamondhead ms 39525

TELEPHONE NUMBER: (HOME) 228-255-6676 (WORK) \_\_\_\_\_

TAX ROLL PARCEL NUMBER: 132H-1-03-006.001

STREET ADDRESS OR LEGAL DESCRIPTION OF PROPERTY: 4373 Park Ten Dr.

Diamondhead ms 39525

STATE PURPOSE OF REQUEST: Building used for

First Pentecostal church of Diamondhead.

**REQUIRED ITEMS:**

- A. A graphic site plan, drawn to a scale of not less than one inch to fifty feet (1" = 50') and sufficiently dimensioned as required to show the following:
- The date, scale, north point, title, name of owner, and name of person(s) preparing the site plan.
  - The location, dimensions, and area of each lot, the locations, dimensions and height of proposed buildings, structures, streets and any existing buildings in relation to property and street lines. If the application relates to property which is scheduled to be developed in successive stages, such plans shall show the relationship of the portion scheduled for initial development to the proposed layout of the entire property.
  - The location of existing and proposed site improvements including parking and loading areas, pedestrian and vehicular access, utility or service areas, fencing and screening, and lighting.
  - The location, dimensions (numbers shown), and arrangements of all open spaces and yards, landscaping, fences, and buffer yards including methods and materials to be employed for screening as required in .4.4.

- v. The location, size (numbers shown), arrangement and capacity of all areas to be used for motor vehicle access, off-street parking, off-street loading and unloading, and provisions to be made for lighting such areas.
  - vi. The dimensions (numbers shown), location, and methods of illumination for signs and exterior lighting.
  - vii. The location and dimensions of sidewalks and all other areas to be devoted to pedestrian use.
  - viii. Provisions to be made for treatment and disposal of sewage and industrial wastes and water supply.
  - ix. The capacity and arrangement of all buildings used or intended to be used for dwelling purposes, including the proposed density in terms of number of dwelling units per acre of land.
  - x. A description of any proposed industrial or commercial operations in sufficient detail to indicate effects of those operations in producing noise, glare, odor, air pollution, water pollution, fire hazards, traffic congestion or other safety hazards, along with a description of methods to be employed in controlling said effects of the operations.
  - xi. All proposed site grading and drainage provisions and proposals including contour data at a contour interval sufficient to indicate the topography of the site, but in no case to exceed a two-foot (2') interval.
  - xii. Location of existing tree growth shall be shown on a tree survey. Tree growth shall be considered as a plant having at least one well defined trunk of at least six (6) inches caliper measured at five feet above adjacent grade.
  - xiii. A key map showing the entire project and its relation to surrounding properties and existing buildings thereon.
  - xiv. Location of any flood hazard areas set forth on the Flood Insurance Rate Maps published by the Federal Emergency Management Agency.
  - xv. Floor plans showing proposed structural uses.
  - xvi. Photographs, artist renderings, or other visual documents that will assist the City in establishing compatibility.
  - xvii. A description of exterior building materials and colors proposed to be utilized on the project.
  - xviii. Road improvements, traffic control, and signalization necessary to properly service the development.
  - xix. Expected infrastructure improvements such as water, natural gas, electricity, drainage, and sanitary sewerage collection to include location of improvements, size of pipes, etc.
- B. The City of Diamondhead may require additional information before granting a permit for developments requiring Planning Commission review. The information may include, but is not limited to, the following:
- i. Evidence of site control for all lands necessary for the full and complete implementation of the development plan.
  - ii. Landscape buffer areas of sufficient length and width as necessary to protect adjoining uses from any adverse impact from noise, traffic, lights, etc., or to protect any adjoining use of right, including for fire safety, or maintenance operations.
  - iii. Storm water retention and drainage plans.
  - iv. Permit and approval from state and federal agencies for any development within designated flood hazard areas.
  - v. Exterior lighting plans for buildings and parking lots and other similar lighting uses.
  - vi. A study indicating and identifying the impact a proposed project will have on the transportation system servicing said project.
- C. Payment of the fee for Planning Commission Review of ~~\$250.00~~<sup>100.00</sup> as per Ordinance 2012-020



STATEMENT OF UNDERSTANDING

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

The application fee of \$250.00 must be paid prior to the acceptance of the application. Further, that if the application is withdrawn for any reason that the application fee is forfeited to the City of Diamondhead.

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

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

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

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

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

The Public Hearing will be held on Sept 29, 2020 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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

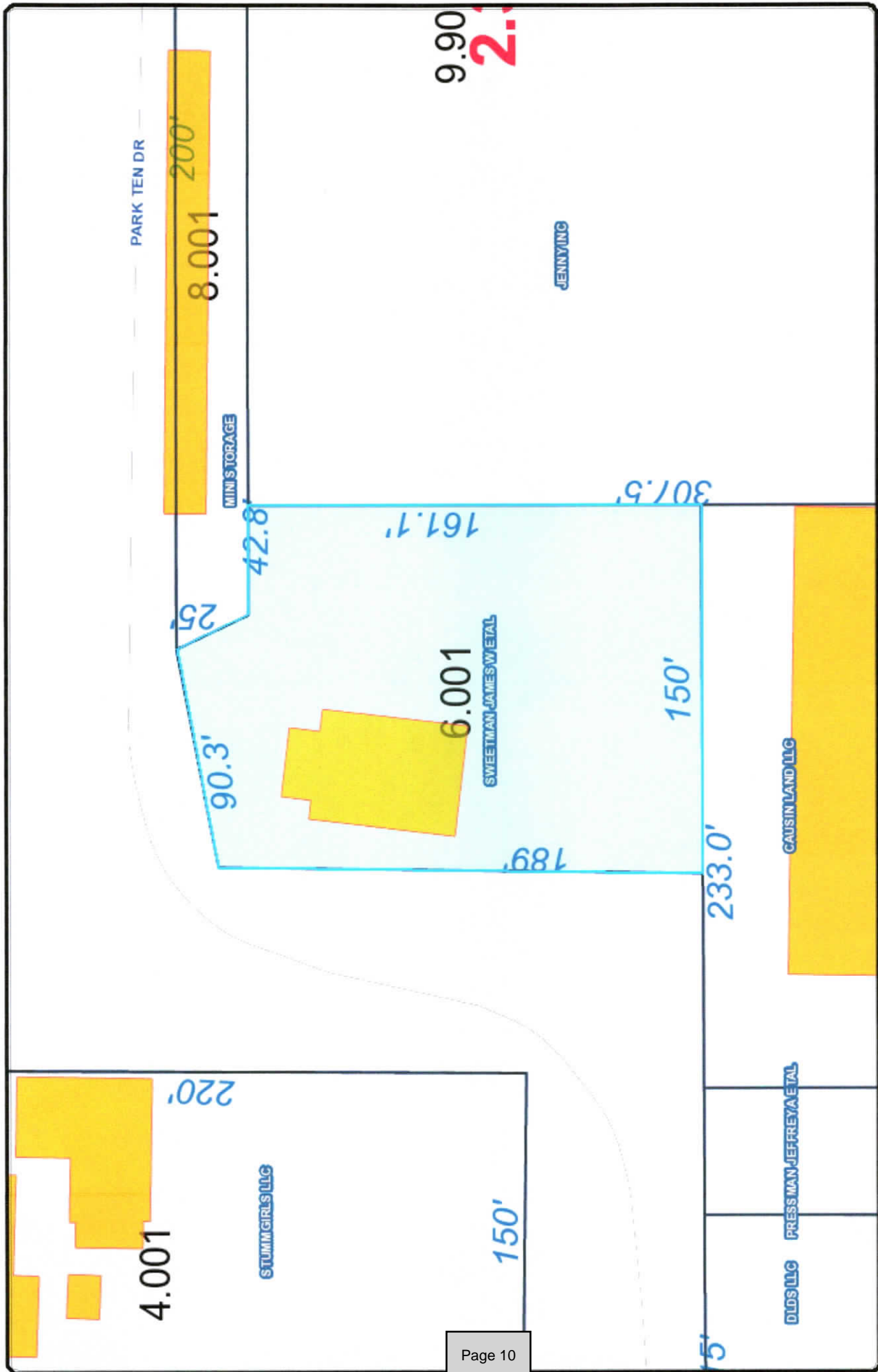
  
Signature of Applicant

  
Signature of Property Owner

\_\_\_\_\_ For Official Use Only \_\_\_\_\_

- ~~\$250.00~~ <sup>100.00</sup>
- Copy of Deed, Lease or Contract
- Site Plan
- Parking Spaces
- List of Property Owners NA ( )

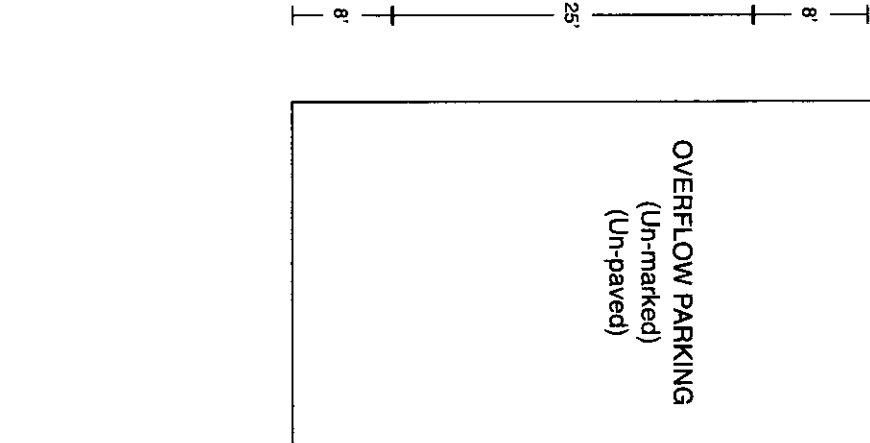
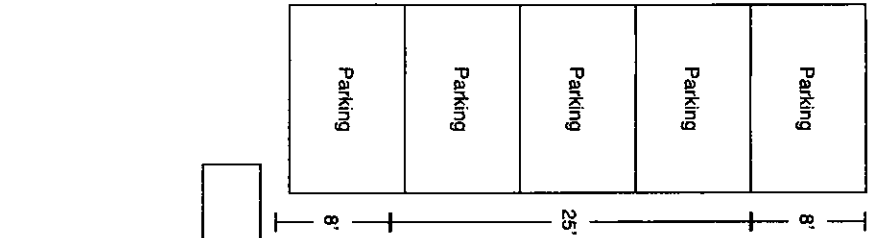
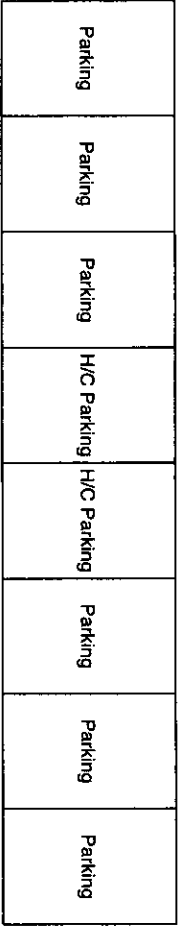
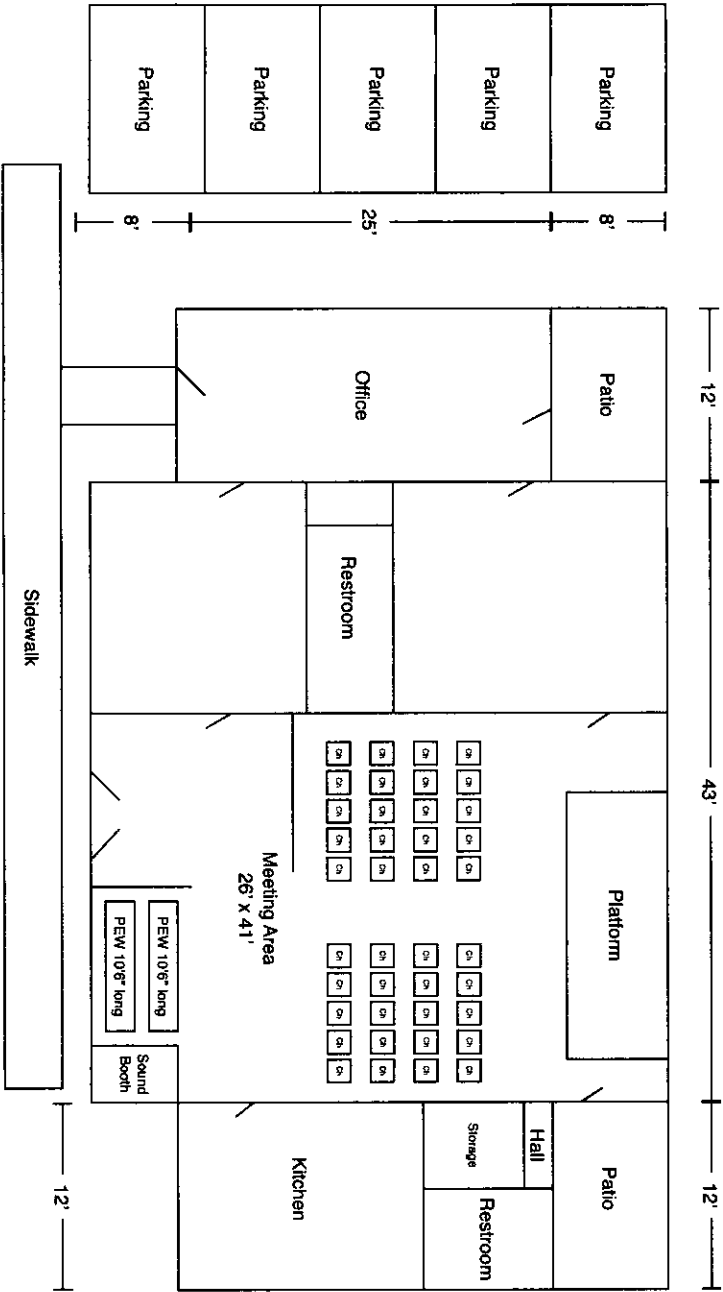
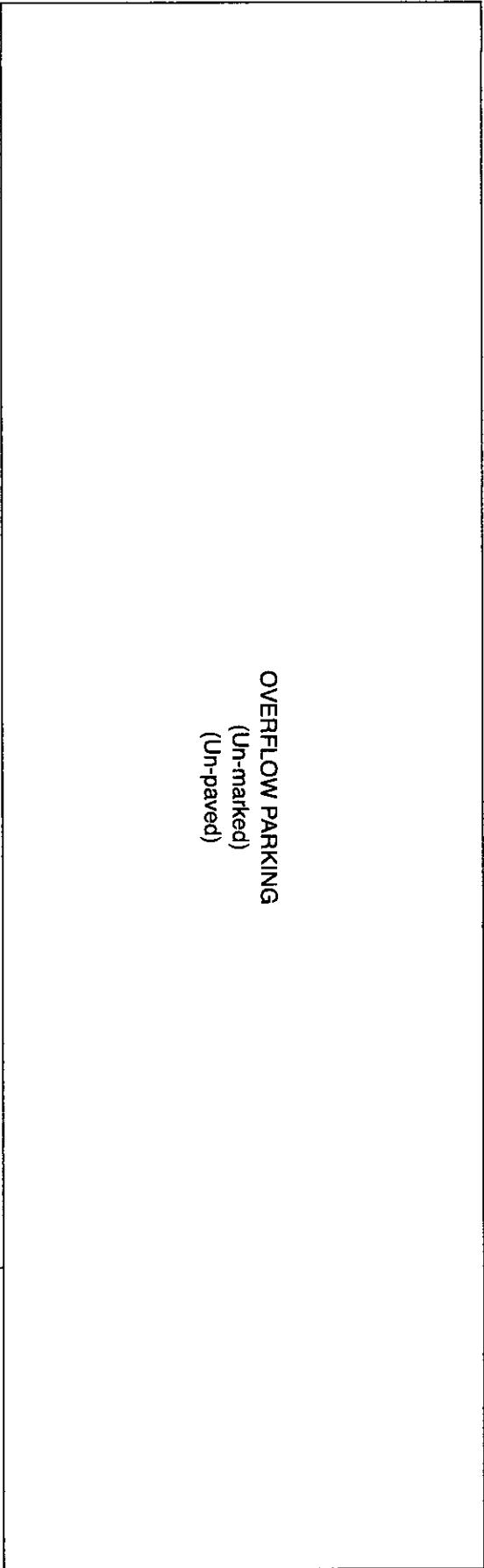
- Application Signed
- Written Project Description
- Drainage Plan NA( )
- Notarized Statement NA ( )



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

1 inch = 50 feet





# MISSISSIPPI COMMERCIAL LEASE

This lease agreement is entered into on this the 15<sup>th</sup> day of May, 2020, by and between:  
 James W Sweetman & Drusscella T Sweetman \_\_\_\_\_, (hereinafter called "LESSOR"), whether one or more, and  
 First Pentecostal Church of Diamondhead,  
 Brenda Ford and Clay Kelly \_\_\_\_\_, (hereinafter called "LESSEE"), whether one or more. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

**1. PREMISES AND TERM:** LESSOR, hereby leases to LESSEE for the term commencing on the 15th day of May, 2020 and ending on the 15th day of MAY, 2021 (the "TERM") the following described premises in its present condition, located in Hancock County, Mississippi:  
4371 and 4373 Park Ten Drive  
Diamondhead, MS 39525

(hereinafter called the "PREMISES or LEASED PREMISES"), LESSEE also has a right for the benefit of LESSEE, its employees, agents and invitees for access to and from the Leased Premises through the building and over property of LESSOR adjoining the Leased Premises, and to use those parts of the building designated by LESSOR for use by LESSEE, including but not limited to toilet rooms, elevators and unrestricted parking areas, if any.

**2. RENEWAL:** LESSEE and LESSOR may agree to extend or renew the lease, with any agreed modifications, in a separate, signed document.

**3. RENT:** The LESSEE covenants to pay to LESSOR as Rent the sum of Fourteen Hundred Dollars (\$ 1,400.00), per month, (hereinafter "the rent"), in advance without demand on or before the 15th day of each month at the office of the LESSOR. The Rent for the month of May, which is the first month of this lease shall be paid in the amount of Fourteen Hundred Dollars (\$ 1,400.00), which amount is the prorated rent based upon the date this lease commences.

The LESSEE shall pay the Rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by LESSEE or acceptance by LESSOR of a lesser amount than shall be due from

LESSEE to LESSOR shall be treated as payment on account. The acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against LESSEE.

**4. LATE CHARGES:** LESSEE shall pay a late charge in the amount of Three percent (3 %) of the outstanding delinquent balance for any payment of the rent not made within 5 days after the due date to cover the extra expense involved in handling late payments, but not more than 150.00 dollars for any one month. This charge is in addition to any other rights or remedies of the LESSOR.

**5. UTILITIES:** LESSEE shall pay all charges for utilities for the PREMISES except for the following, which shall be paid by LESSOR:  
None

On failure of LESSEE to pay the utilities when due, LESSOR shall enforce payment in the same manner as rent in arrears.

**6. CONDITION OF PREMISES; USE OF PREMISES:** LESSOR agrees that LESSEE, upon paying the rent and on performing all terms of this lease, shall peaceably enjoy the Leased Premises during the term of this lease. By occupying the Leased Premises as a tenant, or installing fixtures, facilities, or equipment or performing finished work, LESSEE shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this lease.

LESSEE acknowledges that LESSEE has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:

- (a) To use these Leased Premises only for Church Activities

# MISSISSIPPI COMMERCIAL LEASE

This lease agreement is entered into on this the 15<sup>th</sup> day of May, 2020, by and between:  
 James W Sweetman & Drusscella T Sweetman \_\_\_\_\_, (hereinafter called "LESSOR"), whether one or more, and  
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(hereinafter called the "PREMISES or LEASED PREMISES"). LESSEE also has a right for the benefit of LESSEE, its employees, agents and invitees for access to and from the Leased Premises through the building and over property of LESSOR adjoining the Leased Premises, and to use those parts of the building designated by LESSOR for use by LESSEE, including but not limited to toilet rooms, elevators and unrestricted parking areas, if any.

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LESSEE to LESSOR shall be treated as payment on account. The acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against LESSEE.

**4. LATE CHARGES:** LESSEE shall pay a late charge in the amount of Three percent (3 %) of the outstanding delinquent balance for any payment of the rent not made within 5 days after the due date to cover the extra expense involved in handling late payments, but not more than 150.00 dollars for any one month. This charge is in addition to any other rights or remedies of the LESSOR.

**5. UTILITIES:** LESSEE shall pay all charges for utilities for the PREMISES except for the following, which shall be paid by LESSOR:  
None

On failure of LESSEE to pay the utilities when due, LESSOR shall enforce payment in the same manner as rent in arrears.

**6. CONDITION OF PREMISES; USE OF PREMISES:** LESSOR agrees that LESSEE, upon paying the rent and on performing all terms of this lease, shall peaceably enjoy the Leased Premises during the term of this lease. By occupying the Leased Premises as a tenant, or installing fixtures, facilities, or equipment or performing finished work, LESSEE shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this lease.

LESSEE acknowledges that LESSEE has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:

(a) To use these Leased Premises only for Church Activities

- (b) To surrender the Leased Premises to LESSOR at the end of the Term or any renewal without the necessity of any notice from either LESSOR or LESSEE to terminate the same, and LESSEE hereby expressly waives all right to any notice which may be required under any laws now or hereafter enacted and in force.
- (c) To surrender possession of these Leased Premises at the expiration of this lease without further notice to quit, in as good condition as reasonable use will permit.
- (d) To keep the Premises in good condition and repair at LESSEE's own expense, except repairs which are the duty of LESSOR.
- (e) To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Premises.
- (f) Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.
- (g) Not to permit any waste or nuisance.
- (h) Not to use the Leased Premises for living quarters or residence.

LESSEE shall pay (a) for any expense, damage or repair occasioned by the stopping of waste pipes or overflow from bathtubs, closets, washbasins, basins or sinks, and (b) for any damage to window panes, window shades, curtain rods, wallpaper, furnishings, or any other damage to the interior of the Leased Premises.

Any signs placed upon or about such Leased Premises shall, upon the end of the Term of the lease or upon the earlier termination, be removed by LESSEE, and LESSEE shall repair any damage to the Leased Premises which shall be occasioned by reason of such removal.

At all times, LESSEE shall keep the sidewalks, if any, in front of or adjoining the Leased Premises clean and in a sightly and sanitary condition.

All repairs, except those specific repairs set forth below which are the responsibility of the LESSOR, shall be made by the LESSEE at its own expense. If the LESSOR pays for the same or any part thereof, LESSOR shall be reimbursed by LESSEE for such amount.

The LESSOR shall be responsible for making only the following repairs [check those that apply]:

- sprinkler system
- heating, ventilating or air-conditioning system

serving the Premises if, and to the extent, installed by LESSOR, and

structural repairs to exterior walls, structural columns and structural floors which collectively enclose the Premises (excluding, however, storefronts), and

- the roof over the Premises.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

LESSEE shall give LESSOR notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of LESSEE, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

**7. FIXTURES AND TRADE FIXTURES.** LESSEE shall make no changes, improvements, alterations, or additions to the Leased Premises unless such changes, improvements, alterations, or additions: (a) are first approved in writing by LESSOR; (b) are not in violation of restrictions placed thereon by the investor financing the construction of the building; and (c) will not materially alter the character of such premises and will not substantially lessen the value of the Leased Premises. LESSOR may not unreasonably withhold approval, and if there is a dispute as to reasonableness, it shall be determined by arbitration.

All improvements made by LESSEE to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of LESSOR upon installation. Not later than the last day of the Term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become the property of LESSOR, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by LESSEE or LESSEE's agents, employees, visitors, or licensees, excepted. All property of LESSEE remaining on the Premises after the last day of the Term of this lease shall be conclusively deemed abandoned and may be removed by LESSOR, and LESSEE shall reimburse LESSOR for the cost of such removal.

**8. SECURITY DEPOSIT:** The LESSEE, contemporaneously with the first Rent installment, agrees to deposit with the LESSOR Fourteen Hundred Dollars (\$1,400.00) which sum shall be held by the LESSOR as security for the full faith and performance by

LESSEE of all of the terms, covenants and conditions of this lease by LESSEE.

The security deposit shall be held, applied to damages or rent and returned to LESSEE all in accordance with the laws of the state where the Leased Premises are located and in force at the time of execution of this lease.

**9. LESSOR'S LIEN:** As additional security, LESSEE acknowledges, to the extent allowed by applicable law, the LESSOR'S right to hold and sell with due legal notice all property on or to be brought on the Premises in order to satisfy unpaid Rent, expenses, and utilities. No property of LESSEE brought onto the Leased Premises shall be removed by LESSEE other than in the ordinary course of business as long as LESSEE is in default in the terms of this lease.

**10. DEFAULT:** Each of the following shall be deemed an Event of Default:

- a. Default in the payment of Rent or other payments hereunder.
- b. Default in the performance or observance of any covenant or condition of this lease by the LESSEE to be performed or observed.
- c. Abandonment of the premises by LESSEE.
- d. The filing or execution or occurrence of:
  - i. Filing a Petition in bankruptcy by or against LESSEE.
  - ii. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
  - iii. Adjudication of LESSEE as a bankrupt or insolvent; or insolvency in the bankruptcy equity sense.
  - iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
  - v. A petition or other proceeding by or against LESSEE for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of LESSEE with respect to all or substantially all its property.
  - vi. A petition or other proceeding by or against LESSEE for its dissolution or liquidation, or the taking of possession of the property of the LESSEE by any governmental authority in connection with dissolution or liquidation.

**11. NOTICE OF DEFAULT.** The parties are desirous of giving one another fair notice of any default before

termination or other action under this lease requiring such notice. In the event of an act of default with respect to any provision of this lease, neither party can institute legal action with respect to such default without first complying with the following conditions:

- a. Notice of such event of default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail, return receipt requested, or if unable to provide notice by these methods, if notice is from LESSOR to LESSEE by posting the notice on the front door of the Leased Premises;
- b. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this lease and shall designate the specific paragraph(s) therein which relate to the alleged act of default;
- c. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date can be not less than Seven business days from the date of mailing the notice of default.

If LESSEE fails to pay rent when due, LESSOR may serve LESSEE with a three (3) day Notice of Default requiring LESSEE to pay in full within three (3) days or surrender the premises.

**12. TERMINATION.** Upon occurrence of any Event of Default, and after proper notice of default has been given, LESSOR may, at its option, in addition to any other remedy or right given hereunder or by law, Give notice to LESSEE that this lease shall terminate upon the date specified in the notice, which date shall not be earlier than 7 days after mailing or delivery of such notice.

The foregoing provisions for the termination of this lease shall not operate to exclude or suspend any other remedy of the LESSOR for breach, or for the recovery of said Rent for the full term.

**13. ACCELERATION.** LESSEE expressly agrees and understands that upon LESSOR'S termination of this Lease, the entire remaining balance of unpaid Rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. To the extent allowed by law, LESSOR may hold the portion of LESSEE'S security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.



**14. REPOSSESSION.** Upon termination of this lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises. In no event shall such re-entry or resumption of possession or reletting as hereafter provided be deemed to be acceptance or surrender of this lease or a waiver of the rights or remedies of LESSOR hereunder.

**15. DEFAULT BY LESSOR.** In the event of any default by LESSOR, LESSEE, before exercising any rights that it may have at law to cancel this lease, must first send notice by registered or certified mail, or hand delivery, to LESSOR, and shall have offered LESSOR Thirty (30) days in which to correct and cure the default or commence a good faith effort to cure such default.

**16. RELETTING AFTER TERMINATION.** Upon termination of this lease in any manner above provided, LESSOR shall use reasonable efforts to relet the Premises.

**17. DAMAGES.** Upon termination of this lease in any manner above provided, or by summary proceedings or otherwise, LESSEE shall pay to LESSOR without demand or notice the following:

- (a) All Rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
- (b) All future Rent and other payments to be due under the terms of this lease to the extent Landlord has not been able to offset same by reletting the Premises within 30 days of termination.
- (c) The costs of making all repairs, alterations and improvements required to be made by LESSOR hereunder, and of performing all covenants of LESSEE relating to the condition of the Premises during the Term and upon expiration or sooner termination of this lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by LESSOR or the amounts actually expended or incurred thereafter by LESSOR.
- (d) The attorneys' fees and other costs.

**18. EXCLUSIVITY OF LESSOR'S REMEDIES:** The receipt of Rent after default, or after judgment or after execution, shall not deprive the LESSOR of other actions against the LESSEE for possession or for Rent or for damages, and all such remedies are non-exclusive and

can be exercised concurrently or separately as LESSOR desires.

**19. LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY:** The LESSOR shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Premises or building from any cause, during the Term or any renewal of this lease.

**20. TAXES:** Property taxes on the Leased Premises shall be responsibility of LESSOR. Taxes on the personal property of Lessee shall be the responsibility of LESSEE. All other taxes shall be the responsibility of the party incurring same.

**21. RIGHT OF RE-ENTRY.** LESSOR shall have the right, by itself or agent or with others, to enter the Premises at reasonable hours to examine or exhibit the premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the building, to inspect and examine, to post such notices as LESSOR may deem necessary to protect LESSOR against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating LESSOR's performance of its obligations hereunder, or for any other reasonable purpose which does not materially diminish LESSEE's enjoyment or use of the Leased Premises.

**22. HOLDOVER.** If LESSEE shall holdover after the expiration of the Term hereof, with the consent of LESSOR, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and LESSEE agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this lease for the time LESSEE holds over. LESSEE shall be entitled to possession until LESSOR has given LESSEE seven (7) days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

If LESSEE shall hold over without the consent of LESSOR, express or implied, then LESSEE shall be construed to be a tenant at sufferance at double the Rent herein provided, prorated by the day until possession is returned to LESSOR.

LESSEE'S holding over beyond the expiration of the notice period of a lawful Notice of Termination constitutes holding over without the consent of the LESSOR, and LESSEE shall be construed to be a tenant at sufferance, at double the Rent herein provided, prorated by the day until possession is returned to



shall be self-operative but in any event LESSEE agrees to execute promptly and deliver any estoppel certificate or other assurances that LESSOR may request in furtherance of this provision.

**31. INSURANCE:** LESSEE shall, during the entire term of the lease keep in full force and effect a policy of public liability insurance with respect to the property and the business operated by LESSEE in the property and which the limits of general liability shall be in the amount One Million of Dollars (\$1,000,000.00) combined single limit, naming LESSOR as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the LESSEE will not cancel or change the insurance without first giving the LESSOR ten (10) days prior written notice.

LESSOR shall during the term hereof, at its sole expense, provide and keep in force insurance on the building against loss or damage by fire and extended coverage, in an amount equal to one hundred percent (100%) of the full insurable value, which insurance shall be placed with an insurance company or companies approved by LESSOR and licensed to do business in the state wherein lay the Leased Premises. The term "full insurable value" shall mean actual replacement value of the building (exclusive of costs of excavation, foundations and footing below ground level). The insurance required under this paragraph shall be carried in the name of the LESSOR.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by LESSEE and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten (10) days prior notice to the LESSOR.

**32. NOTICES.** All notices and communications concerning this lease shall be mailed to the parties at the following addresses:

LESSOR  
6820 Hilo Street  
Diamondhead, MS  
39525

LESSEE  
4371 Park Ten Dr  
Diamondhead, MS  
39525

**33. SALE BY LESSOR.** In the event of a sale or conveyance by LESSOR of all or part of the Leased Premises, the same shall operate to release LESSOR from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of LESSEE, and in such event LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR in and to this lease. This lease shall not be affected by any such sale, and LESSEE agrees to attend to the purchaser or assignee. LESSEE agrees to permit LESSOR, at any time within 60 days prior to the expiration of this lease, to place upon or in the window of the leased premises any usual or ordinary For Rent or similar sign and to allow prospective tenants, applicants or agents of LESSOR to enter and examine the Leased Premises during the last 60 days of the term hereof, and to permit LESSOR or LESSOR's agents, at any time during the term hereof, to conduct prospective purchasers through the Leased Premises during reasonable business hours.

**34. COURT ACTION, ATTORNEY'S FEES AND COSTS.** If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Premises or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses incurred in prosecuting these suits.

**35. ASSIGNMENTS AND SUB-LEASE:** The LESSEE hereby agrees not to assign this lease voluntarily or involuntarily, nor to sub-lease the Premises or any part of the Leased Premises, without the written consent of the LESSOR, under penalty of instant forfeiture of this lease. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.

**36. INTERPRETATION.** Whenever any word is used in this agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.

**37. MODIFICATION.** Any modification or amendment off this agreement shall be in writing and shall be executed by all parties.

**38. SEVERABILITY CLAUSE:** If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

39. LAW TO APPLY: This lease shall be construed under and in accordance with the laws of the State of Mississippi. Those laws shall govern every aspect of the enforcement of this lease.

42. OPTION TO RENEW. Lessee may exercise option to renew lease for one year at an increase to \$1,600.00 per month.

40. ADDENDUMS. The following addendums are attached to this lease and shall be initialed by the parties. (Check all that apply or check none)

- Option to Purchase
- Arbitration Agreement
- Other: \_\_\_\_\_
- None

41. OTHER PROVISIONS:

(1) - Lessee agrees to comply with Fire Departments Rules and Regulations, at their expense. Lessor to pay expense of Fire Protection on the building.

(2) - Filters for air conditioning and heating system shall be paid by lessee.

(3) - Right of Refusal  
Lessee shall have the First Right of Refusal, should landlord receive an acceptable offer on subject property. Lessee will have 72 hours to exercise their First Right of Refusal after being notified of the accepted offer. Subject property will remain on the market.

All documents such as schedules, exhibits and like documents are incorporated herein and shall initialed by all parties. If LESSEE is a corporation, each person executing this lease represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation. Those persons further represent that the terms of this lease are binding upon the corporation.

In Witness Whereof, the undersigned LESSOR and LESSEE execute this lease to be effective as of the day and date first above written.

Paula J. J...  
LESSEE(s)

Jens O. Jensen  
LESSOR(s)

Clayton Kelly  
Signature

Dannelle Sweetwater  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

FIRST PENTECOSTAL  
CHURCH OF DIAMONDHEAD  
4373 PARK TEN DR  
DIAMONDHEAD, MS 39525-3212

152

85-75/655

Item No.4.

May 17 2020  
Date

Pay to the  
Order of

James Sweetman \$ 1,800.00  
One thousand eight hundred 00 Dollars

CHECK ARMOR  
TRADE PREFERRED

Photo  
Safe  
Deposit  
Details on back



THE PEOPLES BANK

Where PEOPLE come first  
BILOXI, MS 39533-0529  
www.thepeoplesbank.com

For

Rent deposit

Melrose Ford

⑆065500752⑆ 499 140 2⑆ 0152

5-27-20

LEASE SIGNED BY BREYDA FORD  
AND DRUDIM THIS DATE

RENTAL 1400.00 PER MO, \$4000 ADDED TO  
1ST LEASE WHICH WAS \$1000 - & CARRIED OVER  
FOR TOTAL OF \$14000 SECURITY DEPOSIT.

PAID CAR (LARA) \$500.00 FOR LEASE ASSISTANCE

# State of Mississippi

## Certificate of Incorporation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State, I do hereby certify the following has satisfied all conditions precedent for incorporation in this State.

### First Pentecostal Church Of Diamondhead



Given this the 13th day of May, Two Thousand and Nineteen, in the Capital City of Jackson, Mississippi under my Hand and Seal,

*C. Delbert Hosemann, Jr.*

C. DELBERT HOSEMANN, JR.  
Secretary of State



DELBERT HOSEMANN  
Secretary of State

Invoice Number: 14609668

Invoice Date: 05/11/2019

**Customer Information**

Mrs. Melissa renee paredes  
4373 park Ten Dr  
Diamondhead, Mississippi 39525

Description	Tracking Number	Qty	Item Cost	Amount Paid
Domestic Non-Profit - Online	2019190045		\$ 50.00	\$ 50.00
MSI Transaction Fee			\$ 3.14	\$ 3.14
<b>Payment Details</b>				
			Invoice Total:	\$ 53.14
			Payment Total:	\$ 53.14
			Amount Due:	\$ 0.00
<b>Payment Method</b>				
Payment Type: Credit Card				

**Include invoice number on all correspondence and send to:**

Mississippi Secretary of State's Office  
P.O. Box 136  
Jackson, MS 39205

To discuss payment for Corporation items  
call:  
(601) 359-1633

F0001

2019190045

Item No.4.

Fee: \$ 50



Business ID: 1177928  
Filed: 05/13/2019 08:48 AM  
C. Delbert Hosemann, Jr.  
Secretary of State

DELBERT HOSEMANN  
Secretary of State

P.O. BOX 136  
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

## Articles of Incorporation

### Business Information

**Business Type:** Non-Profit Corporation  
**Business Name:** First Pentecostal Church Of Diamondhead  
**Business Email:** missyparedes30@hotmail.com  
**Future Effective Date:** 05/13/2019  
**Period of Duration:** 2 Years  
**Initial planned non-profit activity:** Church

### NAICS Code/Nature of Business

423490 - Other Professional Equipment and Supplies Merchant Wholesalers  
813110 - Religious Organizations  
236220 - Commercial and Institutional Building Construction

### Registered Agent

**Name:** Brinda Ford  
**Address:** 8354 Maliki Dr  
Diamondhead, MS 39525

### Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **05/11/2019**.

**Name:**  
Brinda Ford  
*Incorporator*

**Address:**  
8354 Maliki Dr  
Diamondhead, MS 39525



*"I was glad when they said unto me; Let us go into the house of the Lord."*

MEMBERSHIP CERTIFICATE IN THE

# United Pentecostal Church International

Incorporated

*To Whom These Presents May Come ... Greetings*

BE IT KNOWN THAT THE

## First Pentecostal Church Of Diamondhead, Mississippi

*Has accepted the articles of Faith and Discipline of and is in fellowship with  
and under the advice and protection of the United Pentecostal Church.*



General Superintendent

Issued May 20, 2020



General Secretary

District Superintendent







Facing East

4373 Park Ten Drive

09.22.2020



Item No.4.



FACING EAST

4373 PARK TAY DRIVE

09.22.2020





4373 PARK TEN DRIVE

FACING EAST

09.22.2020



*Facing South*

*4373 Park Ten Drive*

09.22.2020

