



City Council | Agenda

Tuesday, April 15, 2025 – 11:15 AM

City Hall – Council Chambers
2309 15th Street, Gulfport

11:15 AM

Declaration of Special Call Meeting

Policy Issues

- 1 Resolution - approving License Agreement with Driven Elite, LLC, and for related purposes.

Setting of Next Meeting and Adjournment

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2025, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL TO APPROVE AMENDED AND RESTATED LICENSE AGREEMENT WITH DRIVEN ELITE MISSISSIPPI, LLC, AND FOR RELATED PURPOSES

WHEREAS, Driven Elite Mississippi, LLC, (hereinafter, “Licensee”) is an entity related to Driven Elite, LLC, which was formed and created by Donald Driver, a former college (Alcorn State University) and NFL (Green Bay Packers) wide receiver with a Super Bowl win and four Pro Bowls to his name; and

WHEREAS, Driver has partnered with the City of Gulfport to operate a “Driven Elite” facility in the City of Gulfport to provide fitness and athletic training to the young athletes in the City of Gulfport at the City’s Gaston Hewes Recreation Center; and

WHEREAS, the City of Gulfport desires to continue to promote fitness and healthy lifestyles within the City and finds that continuing to provide formal fitness training at the Gaston Hewes Recreation Center is beneficial for Gulfport’s young athletes and

WHEREAS, the City of Gulfport owns improved property located in Original Gulfport, and more fully described, as follows (generally referred to as the Gaston Hewes Recreation Center/Gymnasium):

Being all of Lots 1-30, Block 13, and that portion of Block 14 contained in tax parcel number 0811D-04-013.000 (hereinafter, the “**Property**”); and

WHEREAS, the governing authorities of the City of Gulfport are in favor of continuing to locate a fitness and training facility at the Gaston Hewes Recreation Center/Gymnasium, to be operated, maintained and staffed by Licensee or those with whom it contracts, at that portion of the property set out in Exhibit “A” to the proposed License Agreement, which portion shall, hereinafter, be referred to as the “**Premises**” and believe that such location is more than appropriate for the operation of a fitness and training facility for young athletes of the City of Gulfport; and

WHEREAS, therefore, the City Council hereby determines and finds that it is in the best interest of the City to approve and execute an Amended and Restated License Agreement with Driven Elite Mississippi, LLC (see Exhibit “A” hereto) for the operation of a fitness and training facility on the premises.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the AMENDED AND RESTATED LICENSE AGREEMENT BETWEEN THE CITY OF GULFPORT AND DRIVEN ELITE MISSISSIPPI, LLC, TO CONDUCT FITNESS PROGRAMMING AT THE GASTON HEWES RECREATION CENTER/28TH STREET PARK AND FOR OPERATION AND MAINTENANCE OF PROGRAMMING AT SUCH FACILITY in substantially the same form as attached hereto as Exhibit “A” be and the same is hereby approved and found to be in the best interest of the City, and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be, spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2025.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2025.

APPROVED:

MAYOR

Gaston Hewes

28TH ST

CAMILLE CT

1.94 Acres

NINTH ST

0 50 100 Feet

26TH ST

33RD AVE



EXHIBIT “B” to

AMENDED AND RE-STATED LICENSE AGREEMENT BETWEEN THE CITY OF GULFPORT AND DRIVEN ELITE MISSISSIPPI, LLC, TO CONDUCT FITNESS PROGRAMMING AT THE GASTON HEWES RECREATION CENTER/28TH STREET PARK AND FOR OPERATION AND MAINTENANCE OF PROGRAMMING AT SUCH FACILITY

AGREED UTILITY FEES TO BE PAID BY DRIVEN ELITE MISSISSIPPI, LLC ON A MONTHLY BASIS AS PART OF AMENDED AND RE-STATED LICENSE AGREEMENT BETWEEN THE CITY OF GULFPORT AND DRIVEN ELITE MISSISSIPPI, LLC

In accordance with Paragraph / Section 6 (“Utilities”) of the Amended and Re-Stated License Agreement effective April 1, 2025, the following are the agreed amounts that Licensee (Driven Elite Mississippi, LLC) shall pay to the City in addition to any and all fees otherwise required in the License Agreement, with such payments to be made on the same monthly schedule and basis (i.e., in arrears for utilities used) as the License Fee (set out in Paragraph / Section 3 (“License Fee”) in the License Agreement), and which shall be subject to the same late fees set forth in such Paragraph / Section:

- (1) electricity in the amount of: \$617.66 / month

- (2) Water / Sewer in the amount of: \$ 67.90 / month

- (3) Gas in the amount of: \$ 29.90 / month

TOTAL = \$715.46 / month

STATE OF MISSISSIPPI

COUNTY OF HARRISON

AMENDED AND RE-STATED LICENSE AGREEMENT BETWEEN THE CITY OF GULFPORT AND DRIVEN ELITE MISSISSIPPI, LLC, TO CONDUCT FITNESS PROGRAMMING AT THE GASTON HEWES RECREATION CENTER/28TH STREET PARK AND FOR OPERATION AND MAINTENANCE OF PROGRAMMING AT SUCH FACILITY

THIS AMENDED AND RE-STATED LICENSE AGREEMENT (the “**License**”) entered into and executed by and between **THE CITY OF GULFPORT, MISSISSIPPI**, a Mississippi Municipal Corporation (herein “**City**”) and **DRIVEN ELITE MISSISSIPPI, LLC**, a foreign corporation, in the City of Gulfport, First Judicial District of Harrison County, Mississippi (herein “**Licensee**”), on the day and date hereinafter set forth for the purposes and on the terms and conditions hereinafter set forth, to-wit:

WHEREAS, the City owns improved property located in Original Gulfport, and more fully described, as follows:

Being all of Lots 1-30, Block 13, and that portion of Block 14 contained in tax parcel number 0811D-04-013.000 (hereinafter, the “**Property**”); and

WHEREAS, the City desires to promote fitness and healthy lifestyles within the City and finds that providing formal fitness training at one of its gymnasiums/recreation centers will be beneficial towards reaching that goal; and

WHEREAS, the City’s Governing Authority is in favor of locating a fitness and training facility at the Gaston Hewes Recreation Center/Gymnasium, to be established, operated, maintained and staffed by Licensee or those with whom it contracts, at that portion of the property set out in Exhibit “A” hereto, which portion shall, hereinafter, be referred to as the “**Premises**” and believe that such location is more than appropriate for the establishment of a fitness and training facility; and

NOW THEREFORE, for the purposes hereinabove stated and for the mutual considerations between the parties, and services to be provided for the City to meet a public need, the City hereby grants unto the Licensee a license to operate a fitness and training facility on the Premises according to the following terms, covenants and conditions, to-wit:

1. **License.** The License hereby granted permits the Licensee to provide fitness training and related activities at the Premises (the “**Services**”). Any and all activities directly related to the establishment, maintenance, operation and oversight of the Services are permitted under this License. No other use of the Premises is permitted without the specific written approval by the Governing Authority of the City of Gulfport. The City reserves the right to prohibit sales, storage, or display, of any items or goods that it deems undesirable for sale on the Property, or any activities on or around the Premises, or signs on the Premises that the City deems inappropriate for the Property. Included with this License is the right of Licensee to place a sign on the Premises reading “Gulfport Sports Performance by Driven Elite Mississippi, LLC.” Licensee shall ensure that the Gaston Hewes Recreation Center is open to the public for public use a minimum of five (5) hours per week, according to a schedule agreed to by the Director of Leisure Services, which agreement shall not be unreasonably withheld, conditioned or delayed. Licensee shall staff the Gaston Hewes Recreation Center during the public use hours and be responsible for ensuring proper conduct of those using the facility.

2. **Term/Expiration/Termination.** This License shall be for a period of two (2) years beginning April 1, 2025, and running through March 31, 2027. Thereafter, at the discretion of the City and pursuant to vote of the Governing Authority, the License may be renewed for up to two (2) successive one (1) year terms. Either party may terminate this License Agreement upon ninety (90) days or more written notice to the other party for any reason or no reason. Upon termination of this Agreement, Licensee shall remove its personal property and

contents and surrender the Premises to the City in clean, usable, sanitary and tenantable condition the same as when it received possession of the Premises, normal wear and tear excluded (the “**Surrender Condition**”). In the event the City is required to make damage repairs or to clean the Premises or furnishings upon termination of the License Agreement due to failure of the Licensee to leave the Premises or furnishings/equipment in Surrender Condition, City shall be entitled to costs of repairs and/or cleanup from Licensee. Any personal property of Licensee that is left at the Premises after the termination of this Agreement shall, at the option of Licensor, become Licensor’s property or be removed from the Premises at the cost of Licensee. Licensee acknowledges and understands that a new governing authority for the City of Gulfport will assume office on July 1, 2025, (and every four years thereafter) and that, on and after that date (and every four years thereafter), this Agreement shall be voidable by the City’s Governing Authority for any or no reason. Licensee agrees that this License is subject to any and all existing covenants and deed restrictions as may exist at the time of execution of this License Agreement.

3. License Fee. Licensee shall pay to the City an amount equal to 30% of gross sales on a monthly basis every year thereafter (the “License Fee”). The first payment of the aforementioned License Fee shall be due and owing on the fifteenth (15th) of the month following the first month of operation of the fitness and training programs contemplated herein (i.e., payments are made in arrears in order for there to be a monthly determination or calculation of “gross sales”), with the last such payment being on the fifteenth (15th) day of the month following the last month of operation of programs under this License Agreement. Licensee shall make available to the City for inspection, upon reasonable notice, such financial records as may be reasonably required by the City to confirm that the License Fee provided for herein is being paid in full. In order to ensure that the fitness training provided for herein is available to a wide

spectrum of Gulfport youth, Licensee agrees to provide a minimum of thirty (30) scholarships to those who otherwise would not be able to participate in the fitness training provided by Licensee. Licensee also commits to bringing NFL Flag Football to South Mississippi, to include the City of Gulfport, and will share 10% of “gross sales” / “gross revenue” from that activity as well, with the same to be determined on a monthly basis similar to the License Fee and not to be included in the License Fee calculation if the activity (or any part of the same) does not occur or take place on any part of the Premises.

4. Disclosure Requirement. It is understood that Licensee may, from time to time, engage other groups, entities, corporations or other, to provide staffing or other management duties for the fitness and training contemplated herein. Licensee shall provide written disclosure to the City of Gulfport of the identity of the other groups, entities, corporations or other who are engaged to assist with providing such staffing or management duties.

5. Independent Contractor. Licensee’s relationship to the City shall be as an independent contractor providing the Services described herein. Except as provided elsewhere in this License, all equipment, personal property, stock and furnishings necessary to provide the Services shall be provided by the Licensee under this License to operate from City property according to the terms of this License. Neither the Licensee, nor its principals, agents nor employees shall be employees of the City of Gulfport.

6. Utilities. It is agreed that the Licensee shall be responsible for the following utility bills associated with use of the Premises at the agreed upon amounts set out in Exhibit “B” to this License Agreement, which are based on historical use of the Premises and which may be amended as needed and necessary to reflect use of the Premises under this License Agreement by Licensee: electricity; water and sewer; and gas. It is agreed that Licenses shall be solely responsible at its expenses for any other utilities provided to or needed or utilized by Licensee at

the Premises, including, but not limited to, broadband / internet, cable, and telephone. The City shall also not be responsible for payment of any expenses associated with the operation of the fitness and training contemplated herein.

7. **Maintenance/Improvements.** Licensee accepts the Premises in its “as is” condition as of April 1, 2025. Licensor shall have no obligation to make any changes to the Premises or improvements located thereon either before Licensee’s occupancy or at any time during the term of this License. Licensee shall be responsible for any damage done to the Premises or any improvements located thereon or which occurs during Licensee’s use of thereof. Licensee shall be responsible for repairs to and maintenance of plumbing, electrical, and landscaping. Licensor shall be responsible for repairs and maintenance to the physical structure existing at the time of this agreement and the heating, ventilation and air conditioning system. Licensee shall maintain the Premises, including the grounds, and return the foregoing upon termination of the License in a clean and sanitary condition, and in a good state of repair, normal wear and tear excepted. Licensee shall properly dispose of all garbage and trash, and maintain the exterior in clean condition, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the Premises. Licensee shall supervise the assembly of patrons, and shall not allow more persons on the Premises than are allowed by state and local laws, ordinances, and fire codes, and shall take immediate precaution and security measures to avoid imminent danger to life and health. City shall have the right to inspect the Premises at any time.

Any improvements or renovations to the Premises during the term of this License shall require plan approval by the City of Gulfport. Any such improvements or renovations, to the extent that the same are not removable fixtures, shall become the property of the City of Gulfport at the termination of the License. Notwithstanding anything to the contrary contained herein,

Licensee shall have the right during the term of the License, to provide such minor installations to the Premises as deemed necessary by Licensee in order to operate the Premises for its intended use. Such minor installations shall include installation of equipment, trade fixtures and items that do not become common law fixtures, and all of the same shall be removed by Licensee at Licensee's sole expense prior to the expiration of this License. In no event shall Licensee cause any minor installations to be made on any part of the Property that is not a part of the Premises. During the act of installing the minor installations, Licensee shall ensure that its contractors and their subcontractors are licensed by the applicable governmental entities, shall obtain such required permits as applicable and shall carry Commercial General Liability Insurance Coverage in amounts that are otherwise required by this License. Licensee shall be responsible for any damage done to the Premises by Licensee or any employee, agent, contractor or invitee of Licensee relating to such minor installations.

8. Insurance Requirements/Indemnification. (a) General Liability Insurance. Licensee shall keep in force at its expense a policy of general liability insurance, naming the City as co-insured (additional named insured) of combined single limit coverage of not less than \$1,000,000.00 with a company with a rating acceptable to the City, and shall provide a certificate or other proof of coverage to the City. It is understood that under this license, Licensee shall be in full custody and control of the Premises, and that it indemnifies and agrees to hold harmless the City from any claims of liability for injury, death, or damages or loss to properties occurring on or as a result of the use of the Premises, not otherwise the fault of the City. (b) Contents Insurance. Licensee certifies that it shall own and possess all contents, equipment, furnishings and items of personal property on the Premises, and shall make its own insurance arrangements for insurance coverage regarding the same.

Licensee shall indemnify and hold Licensor and every partner, employee, and elected official harmless from any and all liabilities, losses, costs, damages and liabilities, including, without limitation, reasonable attorneys' fees, arising from or in connection with (a) any claims by Licensee on account of any injury, loss, or damage to Licensee's property or to Licensee occurring in, on, or about the Premises; (b) any breach or default by Licensee of any covenant, agreement, term provision or condition of this License; (c) any act of negligence or willful misconduct of Licensee; (d) the conduct of Licensee's business in, or use and occupancy of the Premises. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

9. Evacuation/Loss of Use.

- (a) Evacuation. In the event that severe weather is expected to impact the City of Gulfport and an evacuation order is issued by the Mayor, City Council, Harbor Master, Harrison County Emergency Operations or Civil Defense Authority or State or Federal Officials having emergency management powers due to a state of emergency or other threat of peril, Licensee shall be prepared to remove the all movable contents from the Premises. Should Licensee fail to remove certain and various items of personal property/contents from the Premises, Licensee assumes sole responsibility for those items on the Premises owned or in custody of the Licensee which are left on the Premises during the severe weather event.
- (b) Loss of Use. In the event the Premises is damaged or placed in such condition as to make the operation of the fitness and training activities impossible or no longer needed by the City, this License Agreement shall terminate.

10. Inspections/Elections. During the term of the License Agreement, Licensee shall allow City officials, its designated employees, agents or law enforcement officials free access to the Premises to examine it for all reasonable purposes. As respects local elections, Licensor understands that, from time to time, portions of the Premises (the indoor basketball court) are or may be used for the conduct of elections at the local, state and national levels. Licensor will ensure that the said portions of the Premises are available to the officials in charge of the election on the day before, the day of and the day after the election in order that such elections may take place. Licensee will also ensure that the officials in charge of the election have access to the building no later than 6:00 AM on the day of the election and access at reasonable times for set up and pick up of the election equipment.

11. Abandonment. In the event Licensee is absent from the Premises or fails to render the public vendor services required hereby without good cause for a period of two (2) consecutive months or more, once operations are established, the License to use the Premises and privileges of this agreement shall be deemed abandoned and the License Agreement deemed by the City terminated for default, and City shall be entitled to repossession of the Premises.

12. Other Licenses/Permits/Taxes. This License shall not be considered to be a waiver by the City of any required vendors or other retail licenses, permits, or assessable taxes of any kind ordinarily required to operate, or by virtue of the operation of the community gardens in Gulfport. Should this License result in any taxes, including *ad valorem* taxes, being assessed to Licensee on its operations at the Premises by any appropriate and duly authorized taxing authority, Licensee shall be solely responsible for the payment of the same.

13. Default and Non-Waiver of Rights.

- (a) Default by Licensee. Should any condition, term or obligation of Licensee under this License be in default or breached by Licensee, and if such

default or breach shall not be cured within ten (10) days after the City's written notice to Licensee to cure the same, then this Agreement may be declared by the City to be immediately terminated, Licensee shall surrender immediate possession of the Premises to the City, and Licensee shall remain liable for any damages to the Premises, or clean up costs required by the City to restore the Premises to the Surrender Condition.

- (b) City's Rights Not Waived. Failure on the part of the City to enforce any right under this License shall not be deemed to be a waiver of City's right to enforce the provision violated by Licensee, or any future violations thereof.
- (c) Default by City. If the City fails to perform any obligation it has under this Agreement, Licensee shall be entitled to (i) declare the License immediately terminated (ii) surrender the Premises to the City, and (iii) seek any legal rights and remedies it may have against the City for its default.
- (d) Attorney Fees. In the event of any dispute between the parties concerning the terms and provisions of this License, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees..

14. Assignment, Sub-lease/license, and Sub-Contract of Services. Licensee shall not assign or sub-lease/license the Premises or any portion thereof, or sub-contract, except as otherwise provided herein. The Services permitted or required to be provided hereunder shall be provided with the written consent of the Governing Authority of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any transfer of ownership or control of

the Licensee, without disclosure and approval by the Governing Authority, shall be understood to be in violation of this provision.

15. Amendments. Any amendment to this License shall be in writing, executed by the parties and shall take effect only after official approval by the Governing Authority of the City.

16. Severance. If any condition, covenant, clause or part of this License is determined to be legally unenforceable, then it shall be severed from this License and all remaining parts shall continue in full force and effect.

17. Notices. All official notices pursuant to this License or otherwise affecting the business operations or rights of the parties shall be written and hand delivered or mailed by First Class U. S. Registered Mail, postage prepaid to the following:

TO LICENSEE:

Driven Elite Mississippi, LLC
2733 33rd Avenue
Gulfport, Mississippi 39501
Telephone: (601) 669-4122

TO CITY:

Mayor
City of Gulfport
2309 15th Street
Gulfport, MS 39501
Telephone: (228) 868-5801

and Mail to:

P. O. Box 1780
Gulfport, MS 39502

and Copy to:

City Attorney
Post Office Box 1780
Gulfport, Mississippi 39502
Telephone: (228) 868-5811

WITNESS OUR SIGNATURES as duly authorized on the dates hereinafter stated.

CITY OF GULFPORT, MISSISSIPPI

DRIVEN ELITE MISSISSIPPI, LLC

BILLY HEWES, MAYOR

BY: _____

ITS: _____

ATTEST:

ATTEST:

DEPUTY CITY CLERK

SECRETARY

(Attestations appearing on following pages)

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2025, BILLY HEWES and _____, who acknowledged to me that they are the duly elected Mayor and the duly appointed Deputy City Clerk, respectively, of the City of Gulfport and that they signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as their free and voluntary act and deed for and in behalf of the City of Gulfport, Mississippi, after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

STATE OF _____

COUNTY OF _____

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2025, _____ and _____, who acknowledged to me that they are the duly elected _____ and the duly elected Secretary, respectively, of Driven Elite Mississippi, LLC, and that they signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as their free and voluntary act and deed for and in behalf of the City of Gulfport, Mississippi, after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)