



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Thursday, July 27, 2017

4:00 PM

*Gulfport City Hall
Council Chambers*

Policy Issues

- 1 Resolution - terminating the State of Emergency related to Tropical Storm Cindy and for related purposes.
- 2 Resolution - approving Lease Agreement with CIM, LLC and authorizing the Mayor to execute the same.
- 3 Resolution - approving Memorandum of Agreement with U.S. Department of Labor and authorizing the Mayor to execute the same.
- 4 Resolution - approving contract with Waste Pro and authorizing the Mayor to execute the same.

Executive Session – Request from Legal Department for closed session to determine the need for executive session related to existing pending litigation matters.

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 _____, 2017, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL TERMINATING
STATE OF EMERGENCY RELATED TO TROPICAL STORM CINDY, AND FOR
RELATED PURPOSES**

WHEREAS, on June 20, 2017, at 12:00 p.m., the Mayor of the City of Gulfport (herein “the City” or “Gulfport”) issued a Proclamation declaring a civil emergency and a local emergency to exist as a result of a threatened or existing natural disaster associated with the approach of Tropical Storm Cindy in the Gulf of Mexico, with normal City operations not ceasing; and

WHEREAS, the said Proclamation was reconfirmed and extended by the Gulfport City Council at its Regular Meeting held on July 5, 2017; and

WHEREAS, the Governing Authority, upon recommendation of the Mayor, having reviewed the existing needs of the City for continuing a state of emergency finds that the need for continuing local emergency management no longer exists as a result of Tropical Storm Cindy and that the civil and local emergencies declared on June 20, 2017, by the Mayor should be terminated effective immediately.

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

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

SECTION 2. That the City Council, upon recommendation of the Mayor, hereby terminates the state of emergency proclamation or declaration issued by the Mayor of the City of Gulfport on June 20, 2017.

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 read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, 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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

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 _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE LEASE AGREEMENT WITH CIM, LLC, TO AUTHORIZE THE
MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport desires to foster economic development within the downtown area and, as a part of that desire, has previously declared surplus that certain piece of municipal real property commonly known as the Depot which is located on 27th Avenue in downtown Gulfport; and

WHEREAS, the City has leased space in the “Depot” to various small businesses and currently has open space available for long term and/or short term leasing and desires to lease a portion of the Depot to CIM, LLC, according to the terms and conditions set out in the attached proposed Lease Agreement; and

WHEREAS, the use of such property for the purpose for which it is to be leased will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof; and

WHEREAS, the City is further authorized to lease space in the “Depot” for such terms as it may prescribe pursuant to Miss. Code Ann. § 57-7-1; and

WHEREAS, pursuant to the foregoing authority, the City desires to lease space in the “Depot”, as the same continues not to be needed for any valid municipal purpose and, therefore, remains as surplus municipal real property, to CIM, LLC, according to the terms and provisions set forth in the proposed Lease Agreements attached hereto.

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

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 Lease Agreement attached hereto as “Exhibit “A” be and the same is approved in substantially the form attached hereto, and the Mayor be and he is hereby authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read 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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

MEMORANDUM OF LEASE AGREEMENT

THIS AGREEMENT entered into and executed in the City of Gulfport, Mississippi, on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, hereinafter referred to as “Landlord” or “City”, and CIM, LLC, hereinafter referred to as “Tenant” for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESSETH THAT:

WHEREAS, the City desires to lease a portion (3073 square feet) of the Depot structure, as set forth more specifically in Exhibit “1” hereto, to Tenant according to the terms and conditions set forth herein;

NOW THEREFORE, for the purposes hereinabove recited, the City of Gulfport does hereby agree to lease a portion of the structure located at 1419 27th Avenue, as hereinabove identified, to CIM, LLC, and the parties covenant and agree as follows, to wit:

1. Term. The initial term of the Lease Agreement is for one month, commencing July 29, 2017, and ending at midnight on August 29, 2017, unless sooner terminated as hereinafter provided. Upon and after expiration of the initial term, the lease shall continue on a month to month basis until such time as it is terminated by either party upon five (5) days written notice to the other party or extended according to terms then mutually acceptable to the parties and agreed to in writing. Landlord and Tenant will pro-rate partial months during month to month period.

2. Early Termination. This Lease Agreement may be terminated, prior to its expiration, upon the following conditions or occurrences:

a. Tenant may terminate this Lease Agreement at any time upon thirty (30) days written notice to Landlord.

b. Landlord may terminate and cancel this Lease Agreement, and retake possession of the premises by giving Tenant sixty (60) days written notice of termination for any reason or upon thirty (30) days written notice of termination and to surrender the premises or hereinafter specified for any of the following reasons:

i. Tenant ceases to use said building property for the sole and exclusive use as production office space and/or filming location for Love Returns Home (working

title) movie being filmed in and around Gulfport, and the cessation of use continues for a period of thirty (30) days or more after written notice of termination from Landlord to Tenant.

- ii. Tenant is in default of any condition of this Lease Agreement, and said default is not cured within thirty (30) days after written notice of termination from Landlord to Tenant specifying the reason for default.

3. Rent and Taxes. Rent, payable in advance, on or before the 1st of each month, shall be \$2,000.00 per month for the interior space rental.

Should this Lease Agreement result in any taxes, including ad valorem taxes, being assessed to Tenant on its leasehold interest in the Leased Premises or in any way assessed against the City by any appropriate and duly authorized taxing authority, Tenant shall be solely responsible for the payment of the same.

4. Maintenance. Tenant shall maintain the leased premises and return it upon termination of the Lease in a clean and sanitary condition, and in a good state of repair, normal wear and tear excepted. Landlord shall be responsible for repairs to and maintenance of plumbing, electrical, heating, ventilation and air conditioning, appliances, and landscaping. Landlord shall be responsible for repairs and maintenance to the physical structure existing at the time of this agreement. Tenant shall properly dispose of all garbage and trash, and maintain the exterior of the building entrance in clean condition, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the facility. Tenant shall supervise the assembly of patrons, and shall not allow more persons within the facility 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.

5. Improvements. No improvements shall be made that affect the structural integrity of the building. Any improvements or renovations to the building during the term of this Lease shall require plan approval by the City of Gulfport and may, as required by that certain Historic Preservation Easement as executed by the City, require approval of the Mississippi Department of Archives and History. All tenant owned appliances and building improvements shall be maintained by Tenant. At the termination, cancellation or end of lease, Tenant shall remove all of its personal property and shall return premises to the condition it was in prior to the placement of the property on the premises, reasonable wear and tear excepted.

6. Utilities. Water, sewer and electricity are included in the rent amount. Other utilities are at the cost of the Tenant.

7. Insurance. Tenant shall maintain liability insurance on the leased premises, including general liability insurance, with a minimum policy limits of \$1 million dollars to cover all activities and functions of Tenant at the leased premises. Tenant shall maintain workers compensation insurance, if required by law, and/or employees liability insurance, to the extent that it utilizes paid employees on or within the leased premises, and any and all other insurance it deems advisable or necessary for its property, employees, business, activities, and any liabilities and shall provide for the City of Gulfport as an additional named insured on all Tenant's policies. Tenant shall inform and notify Landlord in writing within fourteen (14) days of any

claims of liability resulting from the use of the leased premises. Tenant shall provide proof of coverage. Within thirty (30) days of annual expiration of tenant's insurance policy(ies), Tenant shall provide City with proof of renewal or proof of coverage by a different carrier.

8. Indemnity. CIM, LLC, and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to CIM, LLC, and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless CIM, LLC, with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City.

9. Notice. Any official written notices required to be given under this Lease shall be hand delivered or mailed by U.S. Mail to the following:

Landlord: City of Gulfport
Attention: Mayor
2309-15th Street
Gulfport, Mississippi 39501

Tenant: CIM, LLC
1170 Camino Viejo
Santa Barbara, CA 93108

Also, for unofficial notices, and requests, Tenant may notify Landlord by contacting the Office of the Chief Administrative Officer, telephone number 868-5770.

10. Nondiscrimination. Landlord and Tenant agree not to discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, and that they will operate as Equal Opportunity Employers in compliance with applicable federal, state and local laws, ordinances, and regulations.

11. Severability; Non-Endorsement. If any word, clause, sentence, paragraph, condition, provision, or term of this agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Lease Agreement. It is further understood by the parties that Landlord exercises no view or position concerning and does not sponsor, endorse, or adopt the beliefs, opinions, or philosophies of Tenant and the execution, enforcement, and administration of, or any performance in accordance with this Agreement, and/or any use or occupancy of the leased premises by

Landlord, Tenant, or any other person or entity shall not in any way be construed or interpreted as Landlord's sponsorship, endorsement, or adoption of such beliefs, opinions, or philosophies.

12. Assignment and sub-letting. Tenant may not assign this lease or sub-let the Depot space governed by this Lease Agreement without the express written consent, in advance, of the Landlord.

13. Non-Waiver. In the event Landlord fails to enforce any provision of this Lease, it shall not thereby be construed to waive its right of enforcement thereof at some later time.

14. Amendment. This Lease Agreement may be amended only by written instrument approved by Landlord and Tenant.

15. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant relating to the lease of the Leased Premises and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Lease Agreement supersedes any covenant appurtenant to or involving the Leased Premises or the property on which it is located.

IN WITNESS WHEREOF as duly authorized:

Landlord:

City of Gulfport

By: _____
Billy Hewes, Mayor

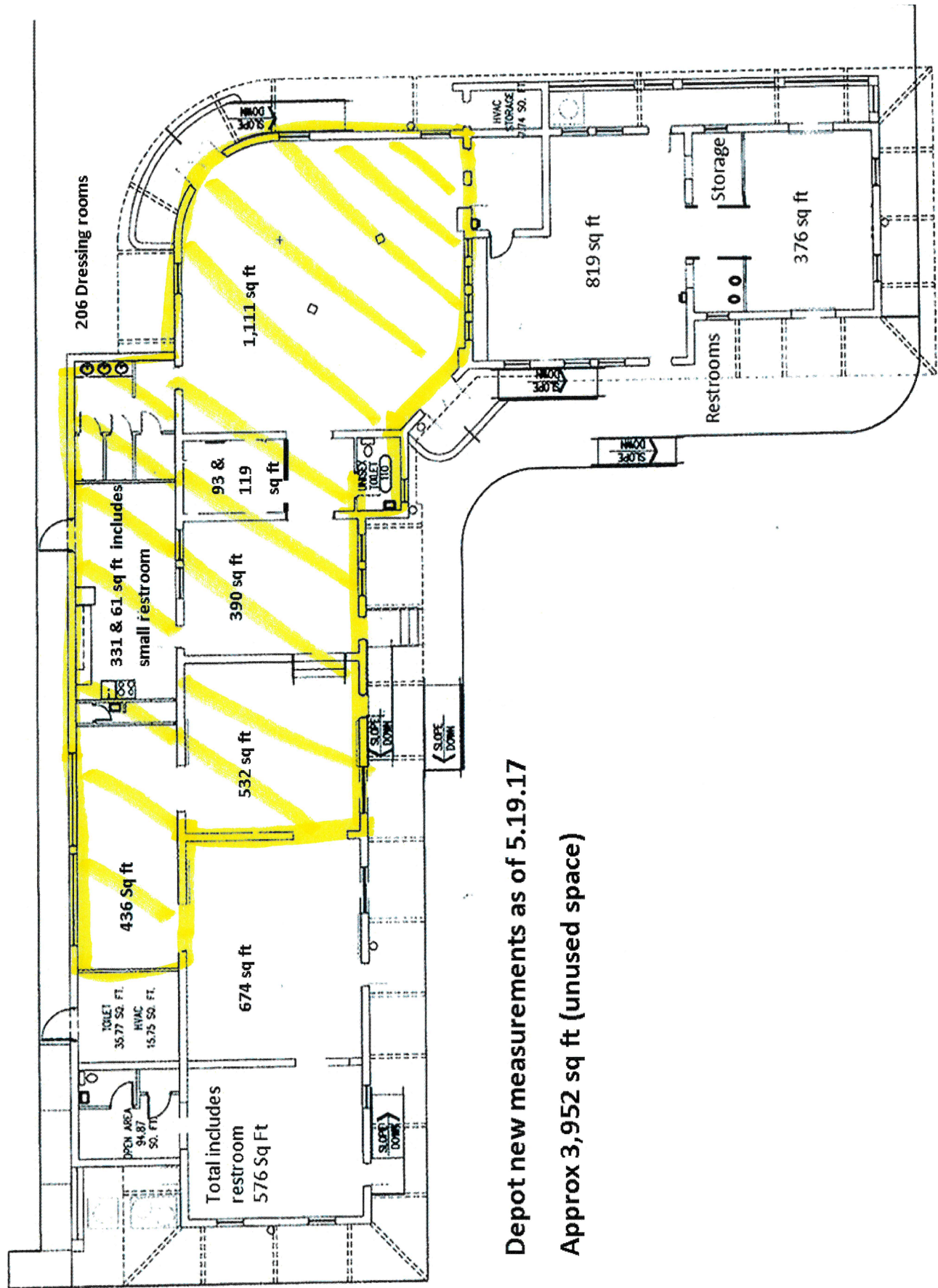
Attest: _____
Linda Elias, Clerk

Dated: July _____, 2017

Tenant: CIM, LLC

By: _____
Daniel Lewis, Member

Dated: July_____, 2017



Depot new measurements as of 5.19.17

Approx 3,952 sq ft (unused space)