

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 259-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-10 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Vaughan, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 15, 2013.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 260-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for September 2013 is hereby received.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any **and** all documents necessary.

Motion was made by Councilman Vaughan, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting October 15, 2013.

City of Gautier
Business Registry
Sep-13

<u>Acct.</u>	<u>License #</u>	<u>Business Name /Owner</u>	<u>Amt.</u>
862	2014-08-0003792	Studio 1 Productions	\$20.00
582	2014-08-0003793	J.C. Penney Beauty Salon #0310-0	\$36.00
569	2014-08-0003794	Floor Trader-Gautier	\$92.50
516	2014-09-0003795	Conrad Yelvington Distrib. Inc.	\$30.00
786	2014-08-0003796	Gautier Thrift Store	\$22.00
564	2014-08-0003797	Extreme Wireless of Gautier, LLC	\$20.00
1170	2014-09-0003798	Grand View Security, LLC	\$20.00
579	2014-08-0003799	Singing River Apartments	\$22.00
700	2014-06-0003800	Hidden Visions, LLC	\$22.40
852	2014-07-0003801	Dolphin Enterprises, DBA	\$22.20
30	2014-10-0003802	Hucks Cove Waterfront Paradise	\$35.00
1165	2014-08-0003803	Quality Coin Laundry Co.	\$22.00
261	2014-09-0003804	Children's Clinic of Gautier	\$20.00
580	2014-08-0003805	Preferred Painters	\$22.00
374	2014-03-0003806	Singing River Mall, Mall Office	\$23.00
280	2014-02-0003807	Lighthouse Mini Storage	\$23.20
917	2012-05-0003808	H&R Cabinets	\$27.40
917	2014-05-0003809	H&R Cabinets	\$22.60
705	2014-09-0003810	Dental Center of Gautier, P.A.	\$30.00
497	2014-05-0003811	R&R Air Conditioning	\$22.60
870	2014-09-0003812	O'Reilly Auto Parts #1978	\$250.00
791	2014-09-0003813	Walgreens #10360	\$460.00
*1231	2014-09-0003814	Jeffrey L. Knight DDS Family Dentistry	\$20.00
599	2014-05-0003815	Wayburn's Tire and Auto, LLC	\$22.60
1076	2014-05-0003816	All About Pets	\$22.60
551	2014-05-0003817	Norwood Snowballs	\$22.60
513	2014-09-0003818	McDonald's, #5595	\$30.00
1091	2014-08-0003819	Block Therapy Quilt Shop	\$22.00
935	2014-09-0003820	Salty Water Bed & Breakfast	\$20.00
425	2014-04-0003821	Suburban Lodge of Gautier	\$44.46
462	2014-09-0003822	Domino's Pizza	\$30.00
534	2014-09-0003823	Belk, Inc. #673	\$1,200.00
1094	2014-09-0003824	Hot Nails	\$20.00
1172	2014-09-0003825	Duo Dance Event Center	\$20.00
1171	2014-09-0003826	Logistics on Demand, LLC	\$20.00
1162	2014-07-0003827	Coral	\$22.20
1150	2014-05-0003828	Garden of Blessings	\$22.60
583	2014-09-0003829	Gautier Nutrition Center #1224	\$40.00
1095	2014-09-0003830	Fred's Store #2028	\$440.00
509	2014-09-0003831	Landscape Architect	\$20.00
933	2014-09-0003832	Oak Management, Inc.	\$30.00
*1232	2014-09-0003833	Keesler Federal Credit Union	\$30.00
457	2014-09-0003834	La Fiesta Brava Mexican Restaurant	\$63.00
Total			\$3,426.96
*		New Business	2
**		Slot Amusement	0
***		Due Refund	0
****		Transient Vendor	0
*****		Closed Business	5
*****		Delinquent Renewals Issued	0

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 261-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a License Agreement with Lowe's Home Centers, Inc., to use a portion of the property for the purpose of the Gautier Mullet & Music Fest.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Vaughan, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 15, 2013.

Tricia Thigpen

From: Chassity Bilbo <cbilbo@gautier-ms.gov>
Sent: Thursday, October 10, 2013 8:51 AM
To: tthigpen@gautier-ms.gov
Subject: FW: Gautier Mullet & Music Festival
Attachments: License Agreement.pdf

Place on consent agenda.

Chassity Bilbo
City Manager
Executive Assistant
City of Gautier
Phone: 228-497-8020
Cell: 228-219-7644
www.gautier-ms.gov

From: Richardson, Melissa - Melissa W [<mailto:Melissa.W.Richardson@lowes.com>]
Sent: Friday, October 04, 2013 1:43 PM
To: cbilbo@gautier-ms.gov
Subject: RE: Gautier Mullet & Music Festival

Attached is a partially executed copy of the License Agreement. I will forward the originals to your attention next week for signature.

Thank you.

From: Chassity Bilbo [<mailto:cbilbo@gautier-ms.gov>]
Sent: Monday, September 30, 2013 9:16 AM
To: Richardson, Melissa - Melissa W
Subject: RE: Gautier Mullet & Music Festival

Hi Melissa,
Thanks for following up with me. The City would like to use Parcel A & C.
Thanks,
Chassity Bilbo
City Manager
Executive Assistant
City of Gautier
Phone: 228-497-8020
Cell: 228-219-7644
www.gautier-ms.gov

From: Richardson, Melissa - Melissa W [<mailto:Melissa.W.Richardson@lowes.com>]
Sent: Friday, September 27, 2013 3:15 PM
To: cbilbo@gautier-ms.gov
Subject: FW: Gautier Mullet & Music Festival

Good afternoon. I wanted to follow-up and let you know Parcel B is currently under contract but Parcel A & C are available. Please let me know if you would like to use both parcels or just Parcel C.

Thanks.

Melissa W. Richardson
Property Manager - South
Lowe's Companies, Inc.
336.658.3342 (P)
melissa.w.richardson@lowes.com

From: Chassity Bilbo [<mailto:cbilbo@gautier-ms.gov>]
Sent: Wednesday, September 25, 2013 12:10 PM
To: Pratt, Richard - Richard G
Subject: Gautier Mullet & Music Festival

Mr. Pratt,

Thank you for speaking with me earlier. I have attached a copy of the Lowe's Lease Agreement the City of Gautier used last year. The Mullet & Music Festival will take place October 19th & 20th.

Any assistance you can provide would be greatly appreciated.

Thanks,

Chassity Bilbo
City Manager
Executive Assistant
City of Gautier
Phone: 228-497-8020
Cell: 228-219-7644
www.gautier-ms.gov

NOTICE: All information in and attached to the e-mails below may be proprietary, confidential, privileged and otherwise protected from improper or erroneous disclosure. If you are not the sender's intended recipient, you are not authorized to intercept, read, print, retain, copy, forward, or disseminate this message. If you have erroneously received this communication, please notify the sender immediately by phone (704-758-1000) or by e-mail and destroy all copies of this message electronic, paper, or otherwise.

By transmitting documents via this email: Users, Customers, Suppliers and Vendors collectively acknowledge and agree the transmittal of information via email is voluntary, is offered as a convenience, and is not a secured method of communication; Not to transmit any payment information E.G. credit card, debit card, checking account, wire transfer information, passwords, or sensitive and personal information E.G. Driver's license, DOB, social security, or any other information the user wishes to remain confidential; To transmit only non-confidential information such as plans, pictures and drawings and to assume all risk and liability for and indemnify Lowe's from any claims, losses or damages that may arise from the transmittal of documents or including non-confidential information in the body of an email transmittal. Thank you.

**LICENSE AGREEMENT
(Gautier Mullet and Music Fest)**

THIS AGREEMENT ("Agreement") made this ___ day of _____, 2013, by and between LOWE'S HOME CENTERS, INC., a North Carolina corporation hereinafter referred to as "Licensor", and the City of Gautier, Mississippi (a political subdivision of the State of Mississippi), hereinafter referred to as "Licensee."

RECITALS

WHEREAS, Licensor is the owner of certain real property located at 3200 Highway 90 in Gautier, Jackson County, Mississippi upon which it operates a retail store (the "Retail Property").

WHEREAS, Licensor is also the owner of certain real property in Gautier, Jackson County, Mississippi depicted on Exhibit "A" attached hereto and labeled as the "Property" (the "Property").

WHEREAS, Licensor desires to grant, and Licensee desires to obtain, certain rights to use the Property (but not the Retail Property) as described on Exhibit "B" attached hereto (the "Licensed Area") subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged and the terms of which are hereinafter outlined, the parties agree as follows:

1. Licensor hereby grants to Licensee a temporary, non-exclusive license (the "License") to occupy and use the Licensed Area for the purposes and subject to the conditions set out on Exhibit B (the "Use") attached hereto.

2. Licensee agrees its Use of the Licensed Area and any adjacent property owned by Licensor shall be in compliance with any and all conditions of any applicable permits, licenses and other governmental and regulatory approvals and in compliance with all applicable laws, statutes, and governmental rules and regulations, including but not limited to, those relating to Environmental Laws as defined herein. This License will be used by Licensee and its employees, agents, and representatives, subject to all the terms and conditions of this Agreement.

3. No fee will be charged for the Use of the Licensed Area during the term of this Agreement.

4. Licensor hereby grants to Licensee the non-exclusive right and privilege, at Licensee's sole cost and expense, to enter on the Licensed Area for the Use set out herein. Licensee's Use of the Licensed Area shall be conducted in a manner whereby it will not preclude or interfere with Licensor's use of the Licensed Area and/or the Retail Property. Additionally, Licensee will closely monitor and take corrective measures, if necessary, to ensure that at all times, its employees, agents and invitees act responsibly, do not drive recklessly on or litter the Licensed Area and/or the rest of the Property.

5. The Licensed Area may be used by Licensee solely for the Use described in Exhibit B during the period beginning on October 19, 2013 and ending on October 20, 2013. Notwithstanding anything contained herein to the contrary, Licensor may terminate this Agreement for any reason or no reason upon five (5) days notice to Licensee.

6. On expiration or termination of the License granted by this Agreement, Licensee shall quietly and peaceably surrender the Licensed Area in a manner that fully complies with all applicable state, federal, or local statute, regulation or ordinance and will leave the Licensed Area in as good condition as such Licensed Area was in at the time of Licensee's entry on the Licensed Area under this Agreement. Furthermore, the terms of this Agreement that would, by their nature, survive termination, including, without limitation, the terms that govern Licensee's removal obligations, and Licensee's indemnification obligations, both environmental and otherwise, as well as this survival provision, will survive any termination or expiration of this Agreement.

7. Licensee agrees to defend and to indemnify and hold Licensor, its parent, subsidiaries, affiliates, and its and their officers, directors, shareholders, agents, employees, and representatives harmless from and against any and all losses, costs, claims, damages, and liabilities, including reasonable attorney's fees, court costs, and fees of expert witnesses, arising from Licensee's use of the Licensed Area and from any of Licensee's activities conducted on the Licensed Area in connection with Licensee's use of the Licensed Area, specifically including the use and activities of Licensee's employees, agents, and invitees.

8. During the term hereof, Licensee shall keep in full force and effect a policy of commercial general liability insurance with respect to Licensee's Use of the Licensed Area and/or the rest of the Property and the operations of Licensee, with a limit for bodily injury, death, damage and personal injury of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Two Million Dollar (\$2,000,000) general aggregate and Two Million Dollar (\$2,000,000) products/completed operations aggregate. The policy shall name Licensee as insured and Licensor as additional insured and shall contain a clause that the insurance company will not cancel or materially change the insurance without giving Licensor thirty (30) days prior written notice. Licensee shall also maintain commercial automobile liability insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000.00). Licensor shall be named additional insured under the automobile liability policy. Licensee shall also provide evidence of workers' compensation coverage as required by applicable regulation or statute covering any of Licensee's employees who are present on the Licensed Area and/or the rest of the Property. A certificate of insurance shall be delivered to Licensor evidencing the coverage required herein prior to entering upon the Licensed Area and/or the rest of the Property.

9. Environmental Indemnification. Licensee agrees to indemnify, defend and hold the Licensor, its parent subsidiaries, affiliates, and its and their officers, partners, directors, shareholders, employees, agents, tenants, and sub-tenants harmless from any claims, judgments, damages, fines, penalties, costs, liabilities or losses in connection with the presence of Hazardous Materials, as defined herein below, on or under the Property to the extent such Hazardous Materials are Released and present as the result of the acts or omissions of Licensee, it's officers, partners, employees, agents, representative and contractors. Licensee agrees, at it's sole cost and expense, to promptly remediate any contamination of the Property in accordance with applicable law which is the result of the acts or omissions of Licensee thereof and Licensee agrees to indemnify, defend (with counsel acceptable to the