

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: **SEE**

Council Meeting Date: June 16, 2026

ITEM TITLE: RESOLUTION
INTRODUCED BY: Mayor Andrew "FoFo" Gilich
CONTACT PERSON: Richard Weaver, Chief Administrative Officer
 Peter Abide, City Attorney

SUMMARY EXPLANATION:

Resolution authorizing entry into Option to Purchase Real Property with Brandy A. Waltman d/b/a Vintage Roots, LLC

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Option to Purchase Real Property

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Gray	___	___	___	___	Tisdale	___	___	___	___
	Marshall	___	___	___	___	Glavan	___	___	___	___
	Nail	___	___	___	___	Shoemaker	___	___	___	___
	Creel	___	___	___	___					

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO OPTION TO PURCHASE REAL PROPERTY
WITH BRANDY A. WALTMAN D/B/A VINTAGE ROOTS, LLC

WHEREAS, by Resolution No. 257-26, the City of Biloxi (the “City”) declared a certain parcel of real property located at 128 Rue Magnolia, Biloxi, Mississippi, identified as a portion of Tax Parcel No. 1410K-03-108.000, referred to variously as the Henriques-Slay House, the Slay House and the Gray-Slay House (hereinafter, “Slay House”) to be surplus municipal property and authorized entry into a Lease Agreement (the “Lease”) with Brandy Waltman d/b/a Vintage Roots, LLC (“Waltman”);

WHEREAS, since entry into the Lease, Waltman has expressed her desire to purchase the Slay House;

WHEREAS, under the terms of the Option to Purchase Real Property (the “Option”), attached hereto as Exhibit “A,” subject to the City obtaining two (2) professional property appraisals, in accordance with the provisions of §21-17-1(b) of the Mississippi Code of 1972, to determine the fair market value, Waltman is granted the right to purchase the Slay House for One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00);

WHEREAS, Waltman has provided estimates to the City for necessary repairs to the Slay House, which total One Hundred Twelve Thousand Nine Hundred Thirty-Five and 80/100 Dollars (\$112,935.80);

WHEREAS, due to the current condition of the Slay House, it is in the City’s best interest to sell the property rather than make repairs;

WHEREAS, during the term of the Option, Waltman may continue to lease the Slay House;
and

WHEREAS, it is the recommendation of Peter C. Abide, City Attorney, that the City enter the Option.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor, on behalf of the City of Biloxi, is authorized to execute the Option to Purchase Real Property, in substantially the form as attached hereto as Exhibit "A," with Brandy A. Waltman d/b/a Vintage Roots, LLC, for the real property located at 128 Rue Magnolia, Biloxi, Mississippi, identified as a portion of Tax Parcel No. 1410K-03-108.00.

SECTION THREE: This resolution shall take effect and be in force from and after adoption.



OPTION TO PURCHASE REAL PROPERTY

This Option to Purchase Real Property (“Option”) is made and entered between the City of Biloxi, Mississippi, a Mississippi municipal corporation (the “City”), and Brandy A. Waltman d/b/a Vintage Roots LLC, and/or her assigns (“Waltman”).

I. RECITALS

WHEREAS, the City owns certain real property located 128 Rue Magnolia, Biloxi Mississippi (Parcel No.: 1410K-03-108.000) (hereinafter the “Property”), as set forth on Exhibit A, attached hereto;

WHEREAS, the Property contains certain appurtenances including multiple businesses within the same parcel number.

WHEREAS, the City entered into a lease agreement with Waltman for the Property, specifically with the appurtenances referred to as either, Henriques-Slay House, Slay House, or the Gray-Slay House;

WHEREAS, the Property has developed certain conditions requiring renovation and repairs estimated to cost at least One Hundred and Twelve Thousand Nine Hundred and Thirty-Five Dollars and Eighty Cents (\$112,935.80). *See* Combined Building Estimates, attached hereto as Exhibit B;

WHEREAS, in lieu of the City incurring the costs to repair the Property, the City has agreed to sell, convey, and transfer its interest in the Property, including specifically the Gray-Slay House, in its current condition to Waltman for fair market value;

WHEREAS, the Parties have agreed to enter into this Option reserving Waltman the right to purchase the Property and Gray-Slay House, for the fair market value.

NOW, THEREFORE, subject to the foregoing recitals, which are incorporated in detail herein, and inconsideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties recite, convent, and agree as follows:

1. GRANT OF OPTION:

- a. For and in consideration of a fee of Four Thousand and 00/100 Dollars (\$4,000.00) (“Option Fee”), to be paid by Waltman, which shall be applied to the purchase price, commencing on July 1, 2026, and of the covenants and mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the City does hereby grant unto Waltman

the exclusive option to purchase, "as is, where is," all of the City's right, title and interest in and to that certain parcel of land, and all appurtenances thereunto belonging, referred to variously as the Henriques-Slay House, the Slay House and the Gray-Slay House, located at 128 Rue Magnolia in the City of Biloxi, Mississippi, being a portion of tax parcel 1410K-03-108.000, as shown on Exhibit "A" attached hereto and made a part of this Option, upon the terms and conditions stated in this Option (the "Property").

- b. During the term of this Option to Purchase, Waltman may continue to lease the subject Property, pursuant to the Lease Agreement dated effective April 1, 2026, wherein the rent shall remain at One Thousand Dollars and No Cents (\$1,000.00) per month, with all other terms to remain in effect. Waltman agrees to bring all rents current by and through a payment in the amount of Three Thousand Dollars and No Cents (\$3,000) within seven (7) days from execution of the Lease. If Waltman declines to close on said property, the City of Biloxi and Waltman may at their sole discretion enter into a new lease agreement for the Property.
- c. The City, before the expiration of the Option Term, and at its sole expense, must establish the fair market value in accordance with Mississippi law, survey, partition, and issue a new parcel number for the Property so as to segregate the Property and Grey-Slay House from the remainder of the appurtenances residing on the Property, at no expense to Waltman.
- d. One half of the Option Fee shall be non-refundable in the event that Waltman should refuse to purchase the Property for any reason. Waltman's forfeiture of the Option Fee shall be the City's exclusive remedy for Waltman's failure to purchase the Property. Otherwise, the full amount of the Option Fee shall be applied to the purchase price.

2. **TERM.** The term of this Option shall be a period of twelve (12) months, commencing July 1, 2026 and ending June 30, 2027 (the "Term"), unless extended by amendment in writing executed by all parties.

3. **NOTICE OF EXERCISE OF OPTION TO PURCHASE; TITLE CERTIFICATE; TERMS AND CONDITIONS:** Waltman may exercise the Option to purchase fee simple title to the Property, on the following terms and conditions-to wit:

- a. Waltman shall notify City in writing of her intent to exercise the Option before the end of the Term. The closing shall be no later than ninety (90) days after City's receipt of such written notice, subject to expiration of the "Title Review Period" and receipt of the appraisals and survey referenced below.
- b. Subject to the timeline in Subsection A, within sixty (60) days after Waltman has exercised this Option, she shall obtain, at her expense, a

Certificate of Title by a reputable attorney upon whose certificate title insurance can be obtained, or a title insurance commitment, covering the Property described in Exhibit "A" attached hereto, which shall reflect that marketable fee simple title to the subject property is vested in the City with intended purchaser being Waltman and that title is insurable by a title company of Waltman's choice. The Certificate of Title or title commitment shall be subject only to: (1) pro-rated taxes for the current year, (2) easements, restrictions, and rights of way of record, (3) all applicable laws and ordinances, (4) prior mineral reservations and conveyances of oil, gas and mineral rights; (5) all matters which would be reflected by an accurate survey and/or inspection of the property; and (6) future use and design restrictions to be agreed upon by the City and Waltman prior to closing. If the Certificate or Commitment reflects any other exceptions to title unacceptable to Waltman, then Waltman shall notify City in writing of any such exceptions and/or defects within fifteen (15) days of Waltman's receipt of the Certificate of Title or Commitment (the "title review period"), and the City shall have a reasonable time (but not more than twenty-five (25) days after the date that Waltman notifies City of unacceptable title exceptions) in which to either remove the exception to make the title good and marketable or insurable, and in such event the City shall use due diligence in an effort to do so but without any obligation to expend any money to cure such exceptions. If after using due diligence the City is unable to make the title acceptable to Waltman within such reasonable time, it shall be the option of Waltman either to accept the title in its existing condition with no further obligation on the part of the City to correct any defect or cancel this Option.

4. PURCHASE PRICE.

- a. The purchase price for the Property shall be \$110,000.00 (the "Purchase Price"), except if,
 - i. the average of two (2) appraisals of fair market value estimated by two (2) licensed real estate appraisers selected by the City and approved by Waltman, determines that the fair market value is at least \$15,000.00 or less than the Purchase Price), as determined as of the Effective Date of this Option, in which case Waltman may at her sole discretion either:
 - 1. exercise the Option to cancel the contract and forfeit the Non-refundable portion of the Option Fee; or
 - 2. renegotiate the Purchase Price; or
 - 3. agree to close according to the stated appraised value
 - 4. The City shall not have the option or right to cancel the Contract so

long as the average of both Appraisals is not more than Fifteen Thousand Dollars (\$15,000.00) more than Waltman's stated Purchase price.

- b. The City shall order the appraisals and survey within Sixty (60) days of Waltman's exercise of the Option. The City shall pay the cost of said appraisals, survey and/or partition as may be necessary. Copies of the appraisals and survey shall be provided to Waltman within five (5) business days of the City receiving the same.
- c. The Purchase Price may be paid to City in cash, by wire transfer and/or certified funds at closing.

5. CLOSING.

- a. At closing City shall convey title to Waltman by Special Warranty Deed conveying the Property "as is, where is," and the deed of conveyance will provide that the property conveyed is subject to all state, federal and municipal laws, codes, covenants and restrictions of record, including, without limitation, those described herein. Pursuant to Mississippi statutes, the City will retain any mineral rights in the property.
- b. The Special Warranty Deed shall include a Joint Access and Use Easement between subject property and the adjacent property. The Surveyor shall more properly define the Easement and provide the same as part of its Survey.
- c. The Special Warranty Deed shall include reference to a right of shared parking through the adjacent public parking lot.
- d. The City by and through the cooperation of Waltman shall work in good faith to obtain the approval for the conveyance from the Mississippi Department of Archives and History.
- e. At closing, Waltman and City shall each pay their respective attorney's fees, but Waltman shall pay all other closing costs;
- f. Waltman shall be entitled to possession of the Property at closing;
- g. Effective the date of the closing the Lease Agreement shall be terminated and rendered void in all respects.

6. RESTRICTIVE COVENANTS. The deed of conveyance will provide that the Property conveyed is subject to all state, federal and municipal laws, codes, covenants and restrictions of record, including, but not limited to, the Certification of Mississippi Landmark Designation certified by the Board of Trustees of the Mississippi Department of Archives and History and any related requirements pertaining to the Henriques-Slay House in accordance with the State Antiquities Law, Miss. Code of 1972, §§39-7-3, *et seq.* and recorded in the Land Deed

Records of Harrison County, Second Judicial District, Mississippi, Instrument No. 2014-716-D-J2. Waltman further agrees that for a period of four (4) years from the date of the sale, the subject property shall be used for commercial purposes and not converted to residential use. Thereafter, the City shall not object or obstruct Waltman for using the property for any lawful purpose.

7. BROKERAGE. The parties agree that there are no brokers or agents relating to this Option and that no person is due any broker or agent commission.

8. NOTICES. Any notice which is required or desired to be given in accordance with the terms of this Option shall be deemed to have been properly given when such notice(s) shall be sent by personal delivery, registered or certified mail, postage prepaid, or by overnight courier with signature of recipient, addressed as follows:

CITY:

City of Biloxi
Attn: A. M. Gilich, Jr., Mayor
140 Lameuse Street
Biloxi, Mississippi 39530

With a copy to:

Peter Abide, City Attorney
Post Office Box 429
Biloxi, Mississippi 39533
PAbide@curriejohnson.com

WALTMAN:

Brandy A. Waltman
Vintage Roots LLC
12437 Raintree Place
Biloxi, MS 39532

With a copy to:

Stephen W. Dummer
Dummer Law Group, PLLC
796 Howard Ave., First Floor
Biloxi, MS 39530

9. APPLICABLE LAW AND VENUE. This Option shall be governed by, and construed and enforced according to, the laws of the State of Mississippi, with jurisdiction and venue in the Second Judicial District of Harrison County, Mississippi.

10. ENTIRE AGREEMENT. This Option contains the entire agreement between the parties and may not be modified, amended or in any way altered orally but only by an amendment in writing executed by all parties.

11. BINDING EFFECT. This Option shall be binding upon the parties and their respective heirs, assigns, and successors in interest.

12. **MEMO OF RECORDING.** Upon the reasonable request of any party, each party shall join in the execution of a short form memorandum setting forth the basic terms and conditions of the Option to purchase, and such short form memorandum may be recorded in the office of the Chancery Clerk of the Second Judicial District of Harrison County, Mississippi.

13. **NOT JOINT VENTURERS OR PARTNERS.** City and Developer shall not be considered or deemed to be joint venturers or partners, and neither shall have the power to bind or obligate the other except as may be provided by law.

IN WITNESS WHEREOF, the parties by their duly authorized officers have caused these presents to be subscribed on the day and year first above written.

CITY:

CITY OF BILOXI, MISSISSIPPI

By: _____
Name: A.M. Gilich, Jr.
Title: Mayor

WALTMAN:

Vintage Roots, LLC, a Mississippi limited liability company

Brandy Waltman

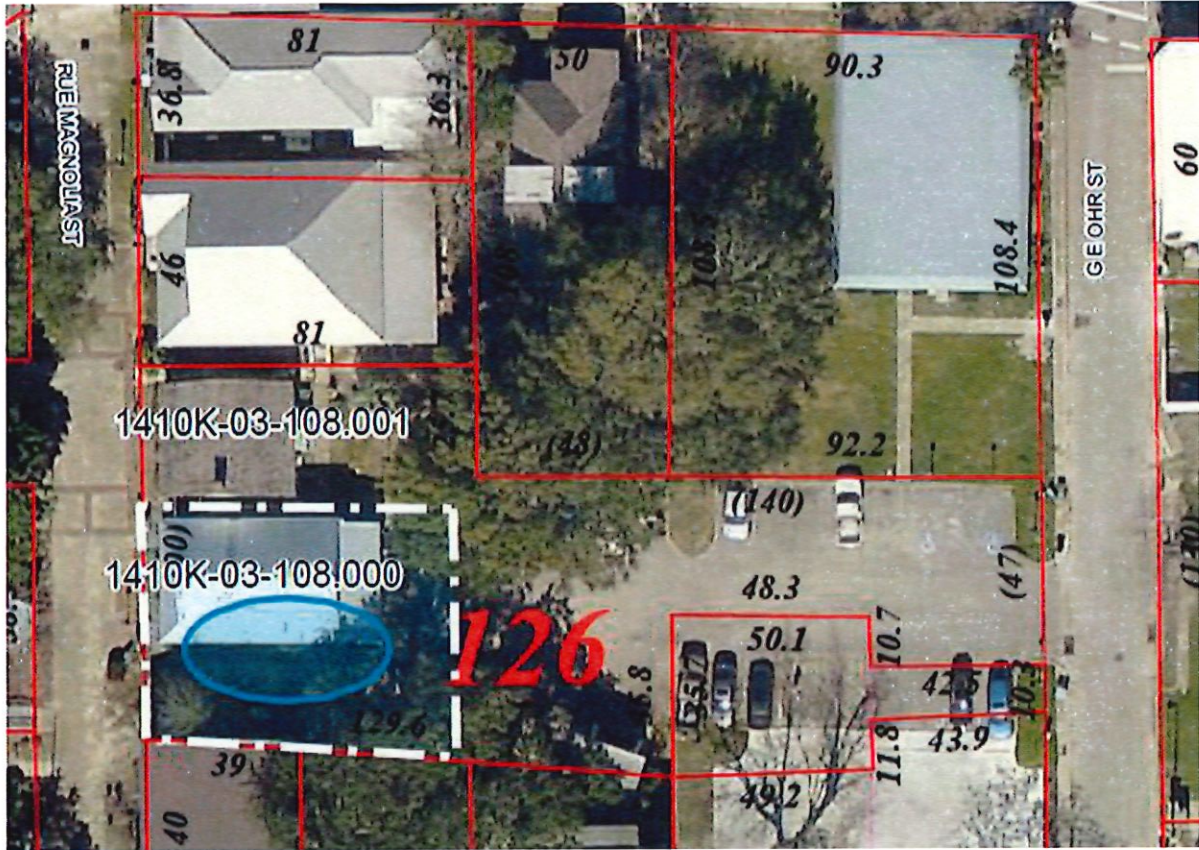
BRANDY A. WALTMAN

ATTESTED TO BY:

Municipal Clerk

**EXHIBIT
A**

Exhibit "A"



128 Rue Magnolia Estimates & Repairs

Proposal Provided by: Argus Building Company
Foundation Assessment done by: MidSouth Crawlspace Solutions



<u>General Conditions</u>	\$8,496.54
◦ Supervision, Dumpsters, Misc. tools, etc.	
<u>Leveling & Repair Foundation</u>	\$43,286.54
◦ Includes drainage system below floor - Quote from MidSouth	
<u>Wood Decking Front Porch</u>	\$1,797.25
◦ Remove and replace KDAT deck boards, Paint all six sides of deck boards	
<u>Lattice Skirting</u>	\$2,700.00
◦ Around whole perimeter	
<u>Siding</u>	\$27,579.00
◦ Remove wood siding and replace with fiber cement (Hardi) siding, Insulate walls with fiberglass insulation, Paint siding.	
<u>HVAC</u>	\$6,396.00
◦ Remove and replace 20,000 BTUh mini-split system with two heads	
<u>MS Gross Receipts Tax (3.5%) & Tax Bond</u>	\$4,067.45
<u>Insurances (1%)</u>	\$1,133.56
<u>Building Permit</u>	\$476.09
<u>Contractor's OH & Profit (15%)</u>	\$17,003.37

\$112,935.80

Includes: Standard GL, Worker's Comp and Auto Insurance & Gross Receipts Tax

Excludes: Builder's Risk Insurance & Payment and Performance Bonds