

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5T

Council Meeting Date: September 15, 2026

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: Richard Weaver, Chief Administrative Officer

SUMMARY EXPLANATION:

Resolution approving entry into a Special Event Sponsorship Agreement with Greater Biloxi Economic Development Foundation, Inc. for Christmas on the Avenue

Resolution ☒ Ordinance ☐ Public Hearing ☐ Routine Agenda ☐

Exhibits for Review

Contract ☒ Minutes ☐ Plans/Maps ☐ Deed ☐ Lease ☐

Other (Specify): Exhibit A: Special Event Sponsorship Agreement

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:

slt/ 091526jcon

Resolution No.

RESOLUTION APPROVING ENTRY INTO A SPECIAL EVENT SPONSORSHIP
AGREEMENT WITH GREATER BILOXI ECONOMIC DEVELOPMENT FOUNDATION,
INC. FOR CHRISTMAS ON THE AVENUE

WHEREAS, Greater Biloxi Economic Development Corporation, a Mississippi not-for-profit corporation (“Sponsor”) desires to sponsor and conduct the inaugural Christmas on the Avenue (hereinafter the “Special Event”) on December 4, 11, and 12, 2026;

WHEREAS, Sponsor anticipates that the Special Event will attract over one thousand (1,000) participants;

WHEREAS, attraction of such a large number of participants, spectators, tourists and local residents and shall be beneficial to the City and its citizens;

WHEREAS, Sponsor is a not-for-profit corporation;

WHEREAS, Sponsor has met with City officials and the City has determined that its plan for the Special Event satisfactorily addresses the elements of Section 12-4-8 of the Code of Ordinances, City of Biloxi, Mississippi, of 1992;

WHEREAS, pursuant to §21-19-44 of the Mississippi Code of 1972, the City has the power and authority, in its discretion, to execute contracts and agreements with, and to appropriate, contribute and donate to, or expend budgeted funds for, local economic development organizations;

WHEREAS, Sponsor is such a local economic development organization;

WHEREAS, as authorized by §17-3-1 and §17-3-3 of Mississippi Code of 1972, the City may authorize the expenditure of funds “for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources” if the City Council determines that it will be helpful toward advancing the moral, financial and other interests of Biloxi;

WHEREAS, the City recognizes the potential economic, marketing and promotional benefits of the Special Event and wishes to sponsor the Special by contributing other in-kind services;

WHEREAS, under the terms and conditions of the Special Event Sponsorship Agreement (the "Agreement"), attached hereto as Exhibit "A," the City will sponsor the Special Event, contributing in-kind services; and

WHEREAS, it is the recommendation of Richard Weaver, Chief Administrative Officer, that the City enter the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY 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: It is hereby found and determined that Greater Biloxi Economic Development Foundation, Inc. is a local economic development organization.

SECTION THREE: Pursuant to §21-19-44 of the Mississippi Code of 1972, it is hereby found and determined that sponsorship of Greater Biloxi Economic Development Foundation, Inc.'s Christmas on the Avenue, is appropriate.

SECTION FOUR: It is hereby found and determined that sponsoring the Christmas on the Avenue special event will advertise and bring into favorable notice the opportunities, possibilities and resources of the City of Biloxi.

SECTION FIVE: It is hereby found and determined that sponsoring the Christmas on the Avenue special event will be helpful toward advancing the moral, financial and other interests of the City of Biloxi.

SECTION SIX: The Mayor, on behalf of the City of Biloxi, is authorized to execute the Special Event Sponsorship Agreement, attached hereto as Exhibit "A," with Greater Biloxi Economic Development Foundation, Inc.

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

SPECIAL EVENT SPONSORSHIP AGREEMENT

THIS SPECIAL EVENT SPONSORSHIP AGREEMENT (this "Agreement"), is made and entered into this the ____ day of _____, 2026, by and between the City of Biloxi, a Mississippi municipal corporation (hereinafter, the "City") and Greater Biloxi Economic Development Foundation ("Sponsor").

WITNESSETH:

WHEREAS, Sponsor desires to occupy portions of municipal property in the City of Biloxi, namely Biloxi's Town Green on Friday, December 4, 2026, and namely Howard Avenue, between Lameuse and Reynoir Streets and underneath the I-110 overpass between Bohn Street and Hopkins Blvd., beginning at approximately 9:00 a.m. on December 11, 2026 until approximately 10:00 p.m. on December 12, 2026, for the purposes of conducting the annual Christmas on the Avenue (hereinafter the "Special Event");

WHEREAS, Sponsor anticipates that the Special Event will attract approximately one thousand (1,000) participants;

WHEREAS, attraction of such a large number of participants, spectators, tourists and local residents and shall be beneficial to the City and its citizens;

WHEREAS, as authorized by §57-7-1 of the Mississippi Code of 1972, as amended, the City may lease municipal property for commercial purposes upon such terms and conditions as the municipality shall prescribe;

WHEREAS, Sponsor has met with City officials and the City has determined that its plan for the Special Event satisfactorily addresses the elements of Section 12-4-8 of the Code of Ordinances, City of Biloxi, Mississippi, of 1992;

WHEREAS, as authorized by §17-3-1 of the Mississippi Code of 1972, the City may in its discretion, set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality;

WHEREAS, as sanctioned by §17-3-1 and §17-3-3 of the Mississippi Code of 1972, an expenditure of the City on the Special Event, in the form of in-kind services and reduced rental rates, serves the purpose of advertising and publicity and will bring into favorable notice the opportunities, possibilities and resources of the City;

WHEREAS, the City will also donate use of certain equipment, including barricades, and provide certain services (collectively, the "Special Event Services"), through the staff of the Biloxi Police Department, Fire Department, Parks & Recreation and Public Works, under the sole direction and supervision of the City and on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and conditions hereafter stated, the respective parties hereto agree as follows:

Section 1. Site Rental. As an in-kind donation, the City grants use of its right-of-way,

known as Biloxi Town, Green, Howard Avenue, between Lameuse and Reynoir Streets, underneath the I-110 overpass between Bohn Street and Hopkins Blvd. (the "Sites"), for the purposes of conducting the Special Event.

Sponsor specifically acknowledges and understands that the City makes no representations or warranties, whether expressed or implied, including, without limitation, no warranties that the Sites are free from defects or deficiencies, whether hidden or apparent. Further, the City makes no representations regarding the fitness of the Sites for any purpose. The Sites will be closed to traffic during the Special Event and is accepted "as is, where is" by the Sponsor.

Within the Sites, the Sponsor shall have the right to conduct the Special Event, with set-up to be conducted on December 4, 2026, December 11 & 12, 2026, and the Special Event to be open to the general public, provided it complies with all applicable ordinances, rules, regulations and laws.

Section 2. In addition to use of the Sites, the City grants Sponsor the right to conduct a Christmas parade, routed along Martin Luther King Jr. Boulevard, Reynoir Street, Howard Avenue and Lameuse Street on December 12, 2026 at approximately 6:00 p.m.

Section 3. Equipment Rental. As an in-kind donation, the City shall grant use of sufficient barricades to block traffic and ensure public safety during the Special Event.

Section 4. Co-Sponsorship. Sponsor agrees to include the City as a co-sponsor of the Special Event on all advertising.

Section 5. Permit for Special Event. By its execution of this Agreement, the City grants Sponsor a permit for the subject Special Event, as the Special Event will occur on property controlled by the City. The Sponsor is granted the full legal right to hold the Special Event without the requirement of obtaining any other permits from the City, included such permits as may be required under Chapter 12, Article IV, as amended, of the Code of Ordinances, City of Biloxi, Mississippi, of 1992.

Section 6. Compliance with Rules and Regulations. Sponsor will comply with all state, federal and local laws, rules, regulations and ordinances. Sponsor is responsible for familiarizing itself with said laws, rules, regulations and ordinances.

Section 7. Delivery of Special Event Services. The City shall provide Special Event Services, as determined by the City, in its sole discretion, to be reasonably appropriate for the Special Event. Sponsor shall cooperate and provide access to City staff, both initially and throughout the Special Event, in order to carry out this function. Special Event Services at the Special Event shall only encompass duties and functions of City staff customarily rendered by the City pursuant to the statutes and laws of the State of Mississippi, and the City's ordinances, policies and procedures.

Section 8. Sponsor-Provided Services and/or Equipment. Prior to the Special Event, the Sponsor and the City shall mutually agree as to the appropriate amount of Sponsor-provided security, fire protection, emergency medical personnel, sanitation facilities and/or

services, lighting, fencing, barricades, concession facilities, and other equipment necessary, in addition to the Special Event Services to be provided by the City, to ensure the safety and well-being of attendees at the Special Event and prevent damage to municipal property.

Section 9. Repairs. In the event that municipal property is damaged as a result of the Special Event, Sponsor shall, as soon as practically possible, notify the City of said damage and shall bear the costs of the repairs necessary to return the municipal property to the state it existed prior to the Special Event. Further, all such repairs must be made by the City, or its contractors, with the costs of such repairs to be invoiced to Sponsor after completion.

Section 10. Signage. The Sponsor agrees to be solely responsible for the placement of professional signage that serves to provide safe and direct ingress and egress for the Special Event. This includes signage both to and from the Special Event. The Sponsor is solely responsible for the removal of said signage within twenty-four (24) hours of the termination of the Special Event. Any cost incurred by the City in removing signage related to the Special Event will be billed directly to the Sponsor. All signage shall comply with Code of Ordinances.

Section 11. Promotion of Event. The Sponsor agrees to be solely responsible for all expenses incurred for the promotion and conduct of the Special Event.

Section 12. Indemnification. Sponsor, its successors and assigns, hereby agree to defend, indemnify and hold harmless the City of Biloxi, its officers, agents, employees and assigns, from any and all claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City of Biloxi, its officers, agents, employees and assigns, arising out of, or in the performance of, any provision of this Agreement or the Special Event. This indemnification shall include damages, fees and/or costs awarded against the City of Biloxi, if any, and costs of suit, attorney's fees, and other cost liabilities and expenses incurred in connection with such proceedings whether incurred by Sponsor, the City, or the parties initiating or bringing the proceeding; and from any proceeding seeking damages for property damages or personal injuries resulting from the Sponsor's actions or omissions with respect to the Special Event authorized by the City pursuant to this Agreement. Sponsor shall indemnify and hold the City harmless from any and all damages for personal injury, property damage or wrongful death arising out of the Special Event from any person or entity asserting such claim. In the event of a legal proceeding arising out of the Special Event, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be unreasonably withheld.

Section 13. Agents and Notices. Sponsor and the City designate the following persons to act on their behalf with regard to this Agreement. Unless otherwise provided herein, all notices, requests, claims, waivers, consents, approvals or other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery by hand, by reputable overnight courier service, by facsimile with proof of transmission (provided, that, a confirmation copy is sent no later than the next business day by postage-paid, returned receipt requested first class mail) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section) listed below:

If to Sponsor:

Greater Biloxi Economic Development Foundation
770 Water Street, Suite 443
Biloxi, Mississippi 39530

If to the City:

Mayor Andrew M. Gilich, Jr.
City Hall
140 Lameuse Street
Biloxi, Mississippi 39530

Section 14. No Joint Venture. Each of the parties hereto warrants and covenants that it will not act at any time as an agent, employee, partner, joint venture, or associate of the other. All persons employed in providing Special Event Services under this Agreement shall be City employees, or other personnel designated by the City.

Section 15. Assignment. Sponsor's rights and obligations under this Agreement shall not be assignable, in whole or in part, without the prior written consent of the City. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon successors and assigns of the parties hereto.

Section 16. Force Majeure. Neither party shall be liable to the other for failure to perform its obligations under this Agreement if prevented from doing so because of an act of God, strikes, fire, flood, explosion, civil disturbance, acts of terrorism, pandemic events, interference by civil or military authority, accident, labor disputes or shortages, or because the continuation of the services at the facility would be in violation of any governmental laws, rules or regulations or would cause or create any material safety, health or environmental concerns or for other causes beyond the reasonable control of the party and not intentionally caused by such party.

Section 17. Governing Law; Rules and Regulations. The laws of the State of Mississippi shall govern the application and interpretation of this Agreement. Jurisdiction and venue for any litigation arising out of this Agreement shall be in the Second Judicial District of Harrison County, Mississippi.

Section 18. Attorneys' Fees in Enforcement. In the event the City is required to enforce this Agreement, or any section thereof, the City shall be entitled to reasonable costs and attorneys' fees.

Section 19. Amendments. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.

Section 20. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof. All exhibits, schedules and annexes attached hereto are hereby incorporated and made a part of this Agreement.

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.

SPONSOR:

CITY:

GREATER BILOXI ECONOMIC CITY OF BILOXI, MISSISSIPPI, a
DEVELOPMENT FOUNDATION, INC., a Mississippi municipal corporation
Mississippi non-profit corporation

By: _____
Name: _____
Title: _____

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

ATTESTED BY:

Stacy Thacker, Municipal Clerk