CITY OF BILOXI
AGENDA ITEM
FACT SHEET

Item No.: 5N

Council Meeting Date: November 17, 2026

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: Richard Weaver, Chief Administrative Officer

SUMMARY EXPLANATION:

Resolution authorizing entry into the Second Amendment to the 2024 Management Agreement between the City of Biloxi and the Ohr O'Keefe Museum of Art, Inc.

Resolution ✓ **Ordinance** _____ **Public Hearing** _____ **Routine Agenda** _____

Exhibits for Review

Contract ✓ **Minutes** _____ **Plans/Maps** _____ **Deed** _____ **Lease** _____

Other (Specify): Exhibit A: Second Amendment to the 2024 Management 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:

vm/111726fcon

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO THE SECOND AMENDMENT TO THE 2024 MANAGEMENT AGREEMENT BETWEEN THE CITY OF BILOXI AND THE OHR O'KEEFE MUSEUM OF ART, INC.

WHEREAS, pursuant to Resolution No. 620-24, the City of Biloxi (the "City") and the Ohr O'Keefe Museum of Art, Inc. (the "Museum") entered into the 2024 Management Agreement (the "Agreement"), effective October 1, 2024, to allocate the duties, responsibilities, and benefits attendant to the management and operation of the facility located at 386 Beach Boulevard, as a museum of fine art;

WHEREAS, by Resolution No. 593-25, the City's governing authorities authorized entry into the First Amendment to the Agreement, extending the term of the Agreement and changing the amount of the City's contribution to the Repair Fund;

WHEREAS, the Agreement superseded and replaced all prior management agreements;

WHEREAS, the second term under the Agreement will expire on October 31, 2026;

WHEREAS, under the Second Amendment to the Agreement (the "Amendment"), attached hereto as Exhibit "A," the term is extended by one (1) year, from November 1, 2026 to October 31, 2027, during which the City will pay the Museum the sum of Three Thousand Seven Hundred and Fifty and 00/100 Dollars ($3,750.00) per month as a management fee, plus Five Thousand Four Hundred Sixteen and 66/100 Dollars ($5,416.66) per month as a reimbursement for utilities, plus the City will contribute a one-time payment of Thirty-Five Thousand and 00/100 Dollars ($35,000.00) to the Museum Repair Fund; and

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

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 preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor is, on behalf of the City of Biloxi, authorized to execute the Second Amendment to the 2024 Management Agreement, attached hereto as Exhibit "A," with the Ohr O'Keefe Museum of Art, Inc.

SECTION THREE: Monthly payments to the Ohr O'Keefe Museum of Art, Inc., in the amount of Three Thousand Seven Hundred and Fifty and 00/100 Dollars ($3,750.00) as a management fee and Five Thousand Four Hundred Sixteen and 66/100 Dollars ($5.416.66) as a reimbursement for utilities, is hereby authorized.

SECTION FOUR: Payment of Thirty-Five Thousand and 00/100 Dollars ($35,000.00) to the Museum Repair Fund is hereby authorized.

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

Exhibit A

SECOND AMENDMENT TO THE 2024 MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO THE 2024 MANAGEMENT AGREEMENT (this "Amendment") is made and entered into this the ____ day of _____, 2026, by and between the CITY OF BILOXI, a Mississippi municipal corporation (hereinafter referred to as the "City"), THE OHR-O'KEEFE MUSEUM OF ART, INC., a Mississippi non-profit corporation (hereinafter, the "Museum").

W I T N E S S E T H:

WHEREAS, the City and Museum entered that certain 2024 Management Agreement (the "Agreement"), effective October 1, 2024, which provides the terms and conditions under which the facility located at 386 Beach Boulevard in Biloxi, Mississippi is operated by the Museum as a museum of fine arts and cultural center;

WHEREAS, the second term under the Agreement will expire on October 31, 2026; and

WHEREAS, the parties mutually desire to amend the Agreement an addition term from November 1, 2026 to October 31, 2027;

NOW, THEREFORE, in consideration of the provisions set forth in the foregoing recitals, and the consideration set forth in the Agreement, all of which is incorporated herein by reference, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 3.1 of the Agreement is amended to read:

   Section 3.1 Management Fee. In consideration of the Museum's services provided under the 2024 Agreement, the City shall pay the Museum a "management fee" of Three Thousand Seven Hundred and Fifty and 00/100 Dollars ($3,750.00) per month, payable on the first day of each month until termination of the 2024 Agreement.

2. Section 6.2 of the Agreement is amended to read:

   Section 6.2 Electricity. The City shall pay the Museum the sum of Five Thousand Four Hundred Sixteen and 66/100 Dollars ($5,416.66) per month, due and payable on the first day of each month, to assist the Museum with the costs of electricity at the Facility.

3. Section 7.2 of the Agreement is amended to read:

   Section 7.2 Funding. The Repair Fund shall be funded with a contribution of Thirty-Five Thousand and 00/100 Dollars ($35,000.00) from the Museum and a contribution of Thirty-Five Thousand and 00/100 Dollars ($35,000.00) from the City, which is to be paid on or before October 15 of each year for the term of the 2024 Agreement, subject to the availability of funding and approval by the

governing body of the City of Biloxi. All funds contributed to the Repair Fund by the City must be matched by the Museum. Repairs shall be funded using the Repair Fund to the extent such funds are available. An annual report of expenditures from the Repair Fund shall be provided to the City and the Museum's Board of Directors. Repairs in excess of any funds accumulated in the Repair Fund shall be the responsibility of the Museum.

4. All remaining terms and conditions of the Agreement will remain in full force and effect.

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

CITY:

CITY OF BILOXI, MISSISSIPPI, a Mississippi municipal corporation

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

ATTESTED TO BY:

_____
Stacy L. Thacker, Municipal Clerk

MUSEUM:

THE OHR-O'KEEFE MUSEUM OF ART, INC., a Mississippi non-profit corporation

By:_____
Name: David Houston
Title: Executive Director