CITY OF BILOXI
AGENDA ITEM
FACT SHEET

Item No.: 50

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 First Amendment to the 2025 Management Agreement between the City of Biloxi and the Mardi Gras Museum, Inc.

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

Exhibits for Review

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

Other (Specify): Exhibit A: First Amendment to the 2025 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/111726gcon

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO THE FIRST AMENDMENT TO THE 2025 MANAGEMENT AGREEMENT BETWEEN THE CITY OF BILOXI AND THE MARDI GRAS MUSEUM, INC

WHEREAS, pursuant to Resolution No. 697-25, the City of Biloxi (the "City") and the Mardi Gras Museum, Inc. (the "Museum") entered into the 2025 Management Agreement (the "Agreement"), effective November 1, 2025, to allocate the duties, responsibilities, and benefits attendant to the management and operation of the facility located at 792 Howard Avenue, for the purposes of promoting and preserving local heritage and culture and providing visitors and citizens a unique experience and look at Biloxi's carnival history;

WHEREAS, the Agreement superseded and replaced all prior management agreements;

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

WHEREAS, under the First 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 Four Thousand One Hundred Sixty-Six and 66/100 Dollars ($4,166.66) per month as a management fee, plus Six Hundred Twenty-Five Dollars ($625.00) per month as a reimbursement for utilities; 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 First Amendment to the 2025 Management Agreement, attached hereto as Exhibit "A," with the Mardi Gras Museum, Inc.

SECTION THREE: Monthly payments to the Mardi Gras Museum, Inc., in the amount of Four Thousand One Hundred Sixty-Six and 66/100 Dollars ($4,166.66) per month as a management fee, plus Six Hundred Twenty-Five Dollars ($625.00) per month as a reimbursement for utilities, is hereby authorized.

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

Exhibit A

FIRST AMENDMENT TO THE 2025 MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO THE 2025 MANAGEMENT AGREEMENT (this "Agreement") is made and entered into this the _____ day of _____, 2026, and between the CITY OF BILOXI, a Mississippi municipal corporation (hereinafter referred to as the "City"), and the MARDI GRAS MUSEUM, INC., a Mississippi non-profit corporation (hereinafter referred to as the "Museum").

W I T N E S S E T H:

WHEREAS, the City and Museum entered that certain 2025 Management Agreement (the "Agreement"), effective November 1, 2025, which provides the terms and conditions under which the facility located at 792 Howard Avenue in Biloxi, Mississippi is operated by the Museum for the purposes of promoting and preserving local heritage and culture and providing visitors and citizens a unique experience and look at Biloxi's carnival history;

WHEREAS, the first 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 this Agreement, the City shall pay the Museum a "management fee" of Four Thousand One Hundred Sixty-Six and 66/100 Dollars ($4,166.66) per month, payable on the first day of each month until termination of this Agreement.

2. Section 6.4 of the Agreement is amended to read:

   Section 6.4 City Reimbursement. Subject to the provisions of Section 1.2, the City shall reimburse the Museum for the cost of utilities, at a rate of Six Hundred Twenty-Five Dollars ($625.00) per month, beginning in November 2026.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signatures on following page(s)

CITY:

CITY OF BILOXI, MISSISSIPPI, a Mississippi municipal corporation

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

Date:_____

ATTESTED TO BY:

_____
Stacy L. Thacker, Municipal Clerk

MUSEUM:

THE MARDI GRAS MUSEUM, INC., a Mississippi non-profit corporation

By:_____
Name: _____
Title: _____

Date:_____