CITY OF BILOXI
AGENDA ITEM
FACT SHEET

Item No.: 5H

Council Meeting Date: December 1, 2026

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: Richard Weaver, Chief Administrative Officer

SUMMARY EXPLANATION:

Resolution authorizing entry into a Special Event Barricade Advertising Agreement with Trash Talk Marketing, LLC

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

Exhibits for Review

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

Other (Specify): Exhibit A: Special Event Barricade Advertising 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:

120126dcon/vm

RESOLUTION AUTHORIZING ENTRY INTO A SPECIAL EVENT BARRICADE ADVERTISING AGREEMENT WITH TRASH TALK MARKETING, LLC

WHEREAS, the City owns a deploys approximately 1,500 metal crowd control barricades for special events, festivals, public gatherings, and other municipal uses;

WHEREAS, Trash Talk Marketing, LLC ("TTM") has proposed a program that uses removable, professionally produced advertising banners on selected barricades to create a more finished event environment, provide the City with an additional communications channel, and generate sponsorship and advertising revenue;

WHEREAS, under the terms of the Special Event Barricade Advertising Agreement, attached hereto as Exhibit "A," the City will allow TTM to attach banners to selected barricades in return for a revenue share of the Gross Advertising Revenue;

WHEREAS, TTM will manage the advertising program, including advertiser solicitation, creative coordination, design and production, installation and removal of banners, routine banner maintenance, and revenue reporting;

WHEREAS, the City will determine when, where, and how its barricades are deployed for public safety and event operations;

WHEREAS, TTM will provide the services at no cost to the City;

WHEREAS, TTM will retain sixty (60%) percent and will remit forty (40%) of the Gross Advertising Revenue to the City;

WHEREAS, it is the recommendation of Richard Weaver, Chief Administrative Officer, that the City enter into the Special Event Barricade Advertising Agreement with Trash Talk Marketing, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY

COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI:

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

SECTION TWO: The Mayor, on behalf of the City of Biloxi, is hereby authorized to accept and execute the Special Event Barricade Advertising Agreement, attached hereto as Exhibit "A."

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

Exhibit A

SPECIAL EVENT BARRICADE ADVERTISING AGREEMENT

CITY OF BILOXI - TRASH TALK MARKETING™

EFFECTIVE DATE	January 1,2027
INITIAL TERM	One (1) year
PROGRAM	City-owned special event crowd-control barricade Advertising

Prepared for the City of Biloxi

Alan Taranto

702-400-6747 | ataranto@trashtalk.marketing

PARTIES & PURPOSE

This Special Event Barricade Advertising Agreement (the "Agreement") is entered into by and between the City of Biloxi, Mississippi (the "City"), and Trash Talk Marketing, LLC, a Mississippi limited liability company ("TTM"). The City and TTM may each be referred to as a "Party" and together as the "Parties."

BACKGROUND

The City owns and deploys approximately 1,500 metal crowd-control barricades for special events, festivals, public gatherings, and other municipal uses. TTM has proposed a program that uses removable, professionally produced advertising banners on selected barricades to create a more finished event environment, provide the City with an additional public communication channel, and generate sponsorship and advertising revenue.

AGREEMENT

For good and valuable consideration, including the mutual benefits described above, the Parties agree as follows:

1. PROGRAM AUTHORIZATION

The City authorizes TTM, during the Term and subject to the City's operational needs and approval rights, to market, sell, design, produce, install, maintain, and remove sponsor and advertiser banners on City-owned special event barricades made available for the Program. The City retains ownership and control of all barricades at all times.

2. SCOPE OF SERVICES

TTM will manage the advertising program, including advertiser solicitation, creative coordination, design and production, installation and removal of banners, routine banner maintenance, and revenue reporting. The City will determine when, where, and how its barricades are deployed for public safety and event operations.

3. NO COST TO THE CITY

TTM will provide the services described in this Agreement at no direct cost to the City. Except as otherwise agreed in writing, TTM will be responsible for the ordinary costs of producing and maintaining advertising banners used in the Program.

4. CITY MESSAGING

TTM will provide a mutually agreed number of no-charge banner placements for City branding, public service announcements, event information, tourism messaging, or other City-approved communications. The quantity and location of these placements may vary by event based on available barricade inventory and operational requirements.

5. ADVERTISING STANDARDS & APPROVAL

All sponsor and advertiser creative must be submitted to the City for review before installation. The City may approve, reject, or request revisions to content in its reasonable discretion. Political, religious, obscene, discriminatory, or otherwise inappropriate or controversial content will not be accepted. The City will use reasonable efforts to complete review within five (5) business days, and approval may be provided by email or other written communication from an authorized City representative.

6. REVENUE SHARE

Advertising sales will be the responsibility of TTM. TTM will retain sixty percent (60%) and will remit forty percent (40%) to the City of Gross Advertising Revenue actually collected by TTM during the Term. For purposes of this Agreement, "Gross Advertising Revenue" means amounts collected for advertising media placement, excluding separately stated sales or use taxes and separately stated pass-through charges for design, fabrication, printing, installation, shipping, or other production services.

7. REPORTING & PAYMENT

TTM will provide the City with a quarterly revenue summary identifying advertising placements and Gross Advertising Revenue collected during the reporting period. The City's forty percent (40%) share will be paid within thirty (30) days after the end of each calendar quarter. Supporting sales records reasonably related to the Program will be made available to the City upon reasonable request.

8. BARRICADE OWNERSHIP, CONDITION & MAINTENANCE

All barricades remain the sole property and responsibility of the City. The City is responsible for the structural condition, repair, replacement, storage, transport, deployment, and security of the barricades. TTM's responsibility is limited to the advertising banners and their attachment to barricades that TTM reasonably determines are suitable for installation. TTM will use reasonable efforts to repair or replace banners that become worn, damaged, or vandalized during normal Program use.

9. PLACEMENT & CITY OPERATIONS

The City retains full authority over barricade placement and may move, remove, redeploy, or temporarily withdraw barricades when required for public safety, traffic control, emergency response, event operations, maintenance, or other municipal purposes. The Program does not guarantee any advertiser a specific barricade, exact location, audience size, or number of impressions unless separately agreed in writing.

10. INSURANCE & INDEMNITY

TTM will maintain commercial general liability insurance with limits of not less than $1,000,000 per occurrence during the Term and will name the City as an additional insured as required by the City's customary contracting procedures. Each Party will remain responsible for its own acts and omissions to the extent provided by applicable law. Any final indemnity language requested by the City will be subject to review and mutual written agreement.

11. WEATHER, EVENT CHANGES & FORCE MAJEURE

Neither Party will be considered in breach for delay, interruption, or inability to perform caused by severe weather, hurricanes, flooding, acts of God, emergency declarations, event cancellation or rescheduling, acts of government, civil disturbance, or other circumstances beyond that Party's reasonable control. The Parties will cooperate in good faith to restore or reschedule affected Program activity when reasonably practicable.

12. TERM & RENEWAL

This Agreement will begin on September 15, 2026, or the date of final execution if later, and will continue for one (1) year unless terminated earlier under this Agreement. The Parties may renew or extend the Agreement by mutual written agreement.

13. TERMINATION

Either Party may terminate this Agreement for convenience upon sixty (60) days' written notice. Either Party may terminate for a material breach if the breaching Party fails to cure the breach within thirty (30) days after receiving written notice describing the breach. The Parties will cooperate in good faith to wind down previously approved advertising commitments and reconcile any revenue due through the effective termination date.

14. INDEPENDENT CONTRACTOR

TTM is an independent contractor and is not an employee, partner, joint venturer, or legal representative of the City. Nothing in this Agreement authorizes TTM to bind the City to an advertiser agreement or other obligation without the City's express written approval.

15. GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with the laws of the State of Mississippi.

16. SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, that provision will be severed or limited to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

17. ENTIRE AGREEMENT & AUTHORITY

This Agreement, together with its exhibits and any written amendments signed by both Parties, constitutes the entire understanding between the Parties concerning the Program and supersedes prior proposals, discussions, and representations on the same subject. Each person signing below represents that he or she has authority to execute this Agreement on behalf of the applicable Party.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates shown below.

CITY OF BILOXI

By: _____

Name/Title: _____

Date: _____

Biloxi, Mississippi

TRASH TALK MARKETING, LLC

By: _____

Name/Title: Alan Taranto

Date: 11/20/26

9962 Amber Rose Ave

Las Vegas, NV 89143

PROGRAM CONTACT — TRASH TALK MARKETING

Alan Taranto, CEO

EXHIBIT A

EVENT BARRICADE ADVERTISING EXAMPLES

The images below are illustrative examples of how City messaging and sponsor advertising may appear on removable banners attached to City-owned special event barricades. Final creative, placement, and installation are subject to City approval and operational requirements.



CITY MESSAGING EXAMPLE | No-charge public communication placement



SPONSOR ADVERTISING EXAMPLE



SPONSOR ADVERTISING EXAMPLE

EXHIBIT B

2026–2027 ANTICIPATED SPECIAL EVENT SCHEDULE

The following schedule identifies anticipated major events that may be supported by the Program. Dates, event names, barricade inventory, and advertising availability are subject to organizer schedules, City approval, operational requirements, and change.

ANTICIPATED DATE	EVENT
October 4–11, 2027	Cruisin' the Coast
December 13, 2027	Gulf Coast Marathon
January / February 2027	PCA Finals Rodeo
February / March 2027	Mardi Gras
February / March 2027	Gulf Coast Winter Classic
May 27–31, 2027	Jeepin' the Coast
June 26–28, 2027	Scrapin' the Coast
July 28–29, 2027	Mississippi Gulf Coast Billfish Classic

NOTE: The event schedule is planning information, not a guarantee of availability or placement. The Parties may add, remove, or revise events by mutual written agreement without otherwise amending the Agreement.