

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 4E

Council Meeting Date: June 16, 2026

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: Rick Weaver, CAO
James Lee, Director of Parks and Recreation

SUMMARY EXPLANATION:

Resolution authorizing entry into a Facility Rental Agreement with Secondline Mardi Gras Club and approving a waiver of facility rental fees for the John Henry Beck Park on July 18, 2026 (waiver of \$150.00)

Resolution Ordinance Public Hearing Routine Agenda

Exhibits for Review

Contract Minutes Plans/Maps Deed Lease

Other (Specify): Exhibit A: Request Letter
Exhibit B: Proof of IRS status
Exhibit C: Rental Agreement

Submittal Authorization: Council President Mayor

STAFF RECOMMENDATION:

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 A FACILITY RENTAL AGREEMENT WITH
SECONDLINE MARDI GRAS CLUB AND APPROVING A WAIVER OF FACILITY
RENTAL FEES FOR THE JOHN HENRY BECK PARK ON JULY 18, 2026 (WAIVER OF
\$150.00)

WHEREAS, Secondline Mardi Gras Club (“SLMC”) has requested that the City of Biloxi (the “City”) provide a waiver of facility rental fees for the John Henry Beck Park, on July 18, 2026, for the purpose of hosting its annual backpack giveaway, as detailed in Exhibit “A” attached hereto;

WHEREAS, the rental fee for the John Henry Beck Park, as established by Section 2-14-3 of the Code of Ordinances, Biloxi, Mississippi of 1992, is One Hundred Fifty And 00/100 Dollars (\$150.00), plus a security deposit of One Hundred Fifty And 00/100 Dollars (\$150.00);

WHEREAS, pursuant to §21-17-1(3)(a)(i) of the Mississippi Code of 1972, the City may make an in-kind donation in the form of a reduction in rental fees for “a bona fide not-for-profit civic or eleemosynary corporation organized and existing under the laws of the State of Mississippi and granted tax-exempt status by the Internal Revenue Service”;

WHEREAS, SLMC is such a corporation and has provided sufficient proof, collectively attached hereto as Exhibit “B,” of its eleemosynary status, that it is organized and existing under the laws of the State of Mississippi, and that it has been granted tax-exempt status by the Internal Revenue Service;

WHEREAS, under the terms and conditions of the Facility Rental Agreement, attached hereto as Exhibit “C,” the rental fee is being reduced to Waived Dollars (waived) and the security deposit is not waived;

WHEREAS, it is the recommendation of A.M. Gilich, Jr., Mayor, that the City grant SLMC the requested waiver of facility rental rates and enter the Facility Rental Agreement.

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: It is hereby found and determined that Secondline Mardi Gras Club is a bona fide not-for-profit civic or eleemosynary corporation organized and existing under the laws of the State of Mississippi and granted tax-exempt status by the Internal Revenue Service attached hereto as Exhibit "B."

SECTION THREE: Pursuant to §21-17-1(3)(a)(i) of the Mississippi Code of 1972, it is hereby found and determined that the waiver of facility rental fees for Secondline Mardi Gras Club's rental of the John Henry Beck Park, on July 18, 2026, is appropriate.

SECTION FOUR: The Mayor is authorized, on behalf of the City of Biloxi, to execute the Facility Rental Agreement, attached hereto as Exhibit "C," with Secondline Mardi Gras Club.

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

SECOND LINER'S MARDI GRAS CLUB

P.O. BOX 635
Biloxi, MS 39533-0635

EXHIBIT
A



Dear Jamie,

The Second liners Mardi Gras Club is planning a backpack giveaway for students in grades Pre-K through 12 as part of our community service outreach to support local youth and families as they prepare for the upcoming school year. July 18, 2026

We are respectfully requesting consideration for a waiver of half of the rental fee for the use of the park/facility for this event, if possible. This project is centered on giving back to the community and helping children in need.

We appreciate your consideration and thank you for all that Parks and Recreation does for our community. Please let me know if any additional information is needed. We do have a 501c on file.

Sincerely,
Debora Magee, Business Manage
Second liners Mardi Gras Club, Inc.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

**EXHIBIT
B**

Date: **SEP 04 2009**

SECONDLINE NARDI GRAS CLUB
PO BOX 635
BILOXI, MS 39533-0635

Employer Identification Number:
42-1861753
OLN:
17083234710079
Contact Person:
EDWARD S SCHLAACK ID# 31536
Contact Telephone Number:
(877) 829-6600
Public Charity Status:
509(a)(2)

Dear Applicant:

Our letter dated September 2006, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Letter 11/11/09





Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Second Line Mardi Gras Club	Legal

Business Information

Business Type: Non Profit Corporation
Business ID: 862504
Status: Good Standing
Effective Date: 10/18/2004
State of Incorporation: Mississippi
Principal Office Address:

Registered Agent

Name
Pollard, James
186 Reed Avenue;P O Box 635
Biloxi, MS 39533

Officers & Directors

Name	Title
Glenda Williams 289 Fountain Lane Biloxi, MS 39530	Incorporator
Alonzo J Davis 339 Main Street Biloxi, MS 39530	Incorporator
Linda W Newsome 360 Lee Street Biloxi, MS 39530	Incorporator
Abe Sherrod 2704 Auburn Drive Gautier, MS 39553	Incorporator



Deposit paid: 04/08/26 rec# 62331
 Rental due: requesting to be waived



FACILITY RENTAL AGREEMENT

Renter Name: Secondline Mardi Gras Club -Debora Magee		Renter Phone No.: 228-424-8085	
Renter Address: PO box 635 Biloxi MS 39533		Renter Email: deboramagee@bellsouth.net	
EVENT DETAIL: Backpack Giveaway			
Facility Rented: John Henry Beck Park			
Event Date(s) July 18 th , 2026	Estimated Guests expected: 300	<input type="checkbox"/> Alcohol will be served <input checked="" type="checkbox"/> Alcohol will not be served	
Nature of Event: Backpack Giveaway			
Set-up Time: July 18 th , 2026 9am	Event Start Time (guest arrival): July 18 th , 2026 2pm	Rehearsal Time Beginning: N/A	
Off-Property Time (by renter): July 18 th , 2026 5pm	Event Close Time (guest exit): July 18 th , 2026 4pm	Rehearsal Time Ending: N/A	
<input type="checkbox"/> Vendors will participate <input checked="" type="checkbox"/> Vendors will not participate	Cleaned and out time	<input type="checkbox"/> Overnight storage is requested <input checked="" type="checkbox"/> Overnight storage is not requested	
Booking Agent Name: Tami Sims	Booking Agent Phone No.: 228-388-7170	Booking Agent Email: tsims@biloxi.ms.us	

THIS FACILITY RENTAL AGREEMENT is entered this the _____ day of June , 2026 , by and between the above-named Debora Magee (“Renter”) and the City of Biloxi, Mississippi (the “City”).

Section 1: Facility Rental Charges.

- (a.) For and in consideration of the Rental Payments (as hereinafter defined) to be paid by Renter and the performance and observance by Renter of the terms and conditions, specified or incorporated herein, the City does rent JOHN HENRY BECK PARK (the “Facility”) for the purpose of hosting a one-time event (the “Event”) on the date and time stated above, and for the number of estimated guests specified above.
- (b.) **Security Deposit.** A security deposit of \$ 150.00 is due within 10 days of booking. Such security deposit will be refunded to Renter if the Booking Agent in his/her sole discretion determines that the Renter has not damaged the Facility and that the Facility has been satisfactorily cleaned and restored to the Facility’s condition prior to the event. Renter understands and agrees that refunds of security deposits may take three to six weeks.

- (c.) **Facility Rental Fee.** A Rental Fee of \$ 0 is due in advance and is payable on or before the cancellation date specified in the Facility Rental Rules attached hereto.
- (d.) **Additional Fees:** The following additional fees shall be paid by Renter on the same day as the Facility Rental Fee. In the event Additional Fees are assessed on the basis of actual time used by Renter, such fees shall be estimated. Following the Event, actual charges shall be computed and invoiced. Any amounts due and owing by Renter will be due within 10 days of the invoice date.
 - i. Additional Fee 1:
 - ii. Additional Fee 2:
 - iii. Additional Fee 3:
- (e.) **Total Charges.** The total charges due under this agreement, including the Security Deposit, Facility Rental Fees, Additional Fees and all Fee Estimates, is \$150.00
- (f.) **Security and Fire Guards.** If security and/or fire guards are deemed necessary, charges for city police officers and fire guards must be paid by Renter and are not included in this Agreement.

Section 2: Use of Facility. Renter, its agents and invitees, shall have access to the areas specified above, as well as non-exclusive access to the entrance and parking. Renter, its agents and invitees, shall not be allowed access to other areas of the Facility not specified above. The City shall have the right to rent other areas of Facility during the same date and time as the Event.

Section 3: Occupancy and Public Safety. At no time may the occupancy of the Facility exceed the number of expected guests identified above. The Renter agrees to maintain order and control over all guests, invitees and activities during the Event. Excessive occupancy and/or failure to maintain order may be deemed a threat to public safety and result in the Event being immediately shut down. The City reserves the right to take possession of the Facility and evict Renter, guests, and all other invitees if, in City's discretion, such action is necessary to protect persons or property. If an Event is terminated as a threat to public safety, this will be deemed an Other Default event, in accordance with the provisions of Section 5(c) of this Agreement.

Section 4: Parking. On the Event date, during the time period set forth above, Renter shall be entitled to non-exclusive use the parking areas.

Section 5: Cancellation.

- (a.) **By Renter.** Renter may cancel this Agreement by giving written notice to the City. The City's refund policy is stated in the Facility Rules, attached hereto. Upon cancellation by Renter, City shall have the right to re-let the Facility to another party.
- (b.) **Rain.** For outdoor events, if the Event must be cancelled due to severe weather (but not a named storm), the City will work with the Renter to reschedule the Event. If the Event cannot be rescheduled, the City will refund one-half (1/2) of the Security Deposit and all Rental Fees.
- (c.) **Payment Default.** If any amount due as specified in Section 1 is not paid within ten (10) days after the due date specified in Section 1, this Agreement will automatically terminate ("Payment Default"). The City has no obligation to give notice of a Payment Default. Upon cancellation pursuant to this paragraph, City will retain the prepaid Security Deposit. Upon cancellation by City pursuant to this section, the City shall have the right to re-let the Facility to another.

- (d.) **Other Default.** If Renter meets payment obligations, but fails to adhere to any obligations specified in this Agreement (“Other Default”), the City may immediately cancel this Agreement and will notify Renter of the Other Default. Upon cancellation pursuant to this paragraph, City will retain the prepaid Security Deposit and any other prepaid amounts specified in Section 1 will be non-refundable. Upon cancellation by City pursuant to this section, the City shall have the right to re-let the Facility to another party.

Section 6: Force Majeure. Neither party shall be liable for cancellation of the Event if such cancellation is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, epidemic, pandemic, war, civil commotion or industrial dispute (“Force Majeure”). If cancellation occurs due to a Force Majeure event, the City shall make a full refund of all prepaid amounts specified in Section 1. Cancellations for rain or unnamed storms will not constitute a Force Majeure event.

Section 7: Alcohol. The sale or consumption of alcoholic beverages, including distilled liquors, beer and wine, shall not be permitted in the Facility without the written consent of the City in the form of an Addendum attached hereto and incorporated by reference.

Section 8: Liability and Indemnification.

- (a.) Renter agrees to indemnify, defend, and hold harmless, all present and former Biloxi City Council members, mayors, officers, directors, and/or employees, (collectively the “Indemnified Parties”), from and against losses that Indemnified Parties incur or may incur or suffer and to the extent that the losses arise out of or relate to (i) Renter’s use of the Facility (ii) any breach of this Agreement including any breach of warranty or covenant and any misrepresentation related thereto by Renter; or (iii) any injury or death to any person or damage to or destruction of property of the City, the City’s employees, Renter, or third parties.
- (b.) With respect to any claims related to property damage, personal injury, or the like arising out of the use of the Facility, premises or parking areas, Renter agrees to indemnify and hold harmless the Indemnified Parties, from and against any of the following: all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses incurred by the City that result from or in connection with any accident, injury, death, property damage arising out of or from or on account of any occurrence in, upon, at or about the Facility, premises or parking areas from the time Renter enters upon the Premises, during the course of the Event and following the Event involving Renter, any guests or invitees whether upon the premises or that may occur off the premises. Renter shall retain all risk of loss with respect to any of Renter’s property located on or about the Facility.
- (c.) Renter shall, at its sole cost, defend all suits brought upon by such losses, and pay all costs and expenses incidental thereto, but the City, or any of Indemnified Parties, so sued shall have the right at its/their option, to participate in the defense of any such suit, without relieving Renter of any obligations hereunder.
- (d.) Renter’s obligations to indemnify under this Agreement shall survive termination or expiration of this Agreement.

Section 9: Liability for Damages. Renter hereby agrees that, in the event the Renter, its guests, its invitees, damages the Facility, or its contents, Renter shall be liable for any and all costs of repair or replacement as may be applicable. If such damages exceed the Security Deposit, the City will invoice Renter for the difference. Such invoice will be due and payable within 14 days. Invoices for damages not paid by Renter and received by the City within 14 days of the invoice date will incur a late charge in the amount of ten percent (10%).

Section 10: Delivery and Storage: Delivery and receipt of Renter's equipment, decorations or any other material to and from the Facility is the responsibility of Renter. City does not guarantee or take responsibility for receipt, storage or transfer of such items and shall not be held liable for damages or loss.

Section 11: Permits: Renter shall be responsible for obtaining any and all permits that may be required related to the Event. Failure to obtain said permits shall constitute an Other Default event, pursuant to Section 5(c), and will be grounds for the City to terminate the Agreement.

Section 12: Facility Rules. Renter acknowledges that he/she/it has received and reviewed the City rules pertaining to the Facility. Renter agrees to comply with all such rules and regulations and to advise guests and participants of the Event to comply with same. Such rules and regulations are considered part of this Agreement and failure to comply with such rules and regulation may result in termination pursuant to Section 5(c).

Section 13: Governing Law & Jurisdiction. The laws of the state of Mississippi shall govern the application and interpretation of this Agreement. The courts located in Harrison County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Harrison County, Mississippi (Second Judicial District). Any entity or person doing business with the City submits to the personal jurisdiction of the courts in Harrison County, Mississippi.

Section 14: Amendments. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.

Section 15: No Waiver of Damages. Notwithstanding any provisions to the contrary that may be found in the Agreement, or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City's recovery in any manner shall be of no force or effect.

Section 16: Arbitration. The City shall not be subject to the terms of any provision any supplemental terms that may seek to require the City to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deem to be of no force or effect as against the City.

Section 17: Authority. The parties represent that they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate execution and performance of this Agreement, and the persons executing this Agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

Section 18: No Assignment or Sub-Lease. This Agreement is for the above-referenced Event only and may not be assigned to a third party by the Renter.

Section 19: Addendum and Attachments: This Agreement includes the terms set forth in any addendum that may apply, as indicated below. All terms set forth herein, and in all applicable addenda, shall constitute the full agreement between the parties and any other prior agreements, oral or written, are superseded and of no force or effect.

*(*mark all applicable Addenda)*

- Alcohol Beverage Rules Addendum
- Vendor Addendum
- Special Event Addendum
- Sports Tournaments Addendum
- Insurance Addendum
- Swim Event Addendum
- Participant Release and Indemnity Agreement
- Biloxi Police Department Security Arrangements for City Facilities & Events
- Biloxi Fire Department Security Arrangements for City Facilities & Events

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

CITY:

CITY OF BILOXI, a Mississippi municipal corporation

By: _____

Name: _____

Title: _____

RENTER:

Secondline Mardi Gras Club- Debora Magee

By: _____

Name: _____

Title: _____